



SITE ADDRESS: 406 Delaware Avenue

Office Use Only:

DATE SUBMITTED: MAY 29, 2019

HEARING DATE: JUNE 26, 2019

PLACARD: YES

FEE: 500<sup>00</sup>

ZONING CLASSIFICATION: R9

LOT SIZE: .2808 ACRES

**APPLICATION FOR APPEAL TO THE CITY OF BETHLEHEM ZONING HEARING BOARD,  
10 E. CHURCH STREET, BETHLEHEM, PA 18018**


1. Return one (1) original and seven (7) copies of this application and all supporting documentation to the Zoning Officer, along with the filing fee. Include site plans and/or floor plans as necessary.
2. The application is due by 4PM the 4<sup>th</sup> Wednesday of the month. The hearing will be held the 4<sup>th</sup> Wednesday of the next month.
3. If you are submitting MORE THAN 10 exhibits at the hearing, you MUST place them in an indexed binder and submit at one time.

Appeal/Application to the City of Bethlehem Zoning Hearing Board is hereby made by the undersigned for: (check applicable item(s):

- Appeal of the determination of the Zoning Officer
- Appeal from an Enforcement Notice dated \_\_\_\_\_
- Variance from the City of Bethlehem Zoning Ordinance
- Special Exception permitted under the City Zoning Ordinance
- Other: Favorable Interpretation of the term "medical office use" and the ZHB Decision dated January 9, 1995

**SECTION 1**

<b>APPLICANT:</b>
Name <u>Dr. Megan Eyvazzadeh / The Restoration Space</u>
Address <u>406 Delaware Avenue</u>
<u>Bethlehem, PA 18015</u>
Phone: <u>[REDACTED]</u>
Email: <u>[REDACTED]</u>
<b>OWNER</b> (if different from Applicant): Note. If Applicant is NOT the owner, attach written

authorization from the owner of the property when this application is filed.
Name <b>Camille and Germaine Eyvazzadeh</b>
Address <b>3150 N. Apollo Drive</b>
<b>Bethlehem, PA 18015</b>
Phone: 
Email:
<b>ATTORNEY (if applicable):</b>
Name
Address
Phone:
Email:

**SECTION 2. INFORMATION REGARDING THE REAL ESTATE**

1. Attach a site plan, drawn to scale, of the real estate. Include existing and proposed natural and man-made features.
2. Attach photographs.
3. If the real estate is presently under Agreement of Sale, attach a copy of the Agreement.
4. If the real estate is presently leased, attached a copy of the present lease.
5. If this real estate has been the object of a prior zoning hearing, attach a copy of the Decision.

**SECTION 3.**

**THE RELIEF SOUGHT:**

If the Applicant seeks a dimensional variance for any setback, lot coverage, distance between certain uses, etc., please state the following:

Section of Code	Dimension Required by Code	Dimension Proposed by Applicant	Variance Sought
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If the Applicant seeks a use or other variance, please state the **specific section(s)** of the Zoning Ordinance applicable and describe the variance sought.

Please see the attached.

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If the Applicant seeks a Special Exception, please state the **specific section (s)** of Zoning Ordinance applicable: \_\_\_\_\_

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If the Applicant seeks an appeal from an interpretation of the Zoning Officer, state the remedy sought in accordance with Sec. 1325.11 (b):

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**NARRATIVE**

A brief statement reflecting why zoning relief is sought and should be granted must be submitted.

**CERTIFICATION**

I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge and belief.

I also certify that I understand that any and all federal, state or local rules and regulations, licenses and approvals shall be obtained if the appeal is granted.

Megan Firaszadeh  
Applicant's Signature

5/29/19  
Date

Please see attached Authorization  
Property owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

**NOTICE: If the Decision of the Zoning Hearing Board is appealed, the appellant is responsible for the cost of the transcript.**

# City of Bethlehem

## Zoning Hearing Board

### Appeal of The Restoration Space

Property: 406 Delaware Avenue

Owner: Camille and Germaine Eyvazzadeh

Applicant/Tenant: The Restoration Space

Relief Sought: Favorable Interpretations

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The owners of the property are Camille and Germaine Eyvazzadeh (hereinafter collectively “owner”). The subject property is located at 406 Delaware Avenue and currently contains a 12,924 square foot structure, which is served by 35 parking spaces (hereinafter the “Property”). See attached site plan. Dr. Camille Eyvazzadeh operates Eyvazzadeh Colon and Rectal Center at the Property. In 1994, the owner sought zoning relief to expand an existing non-conforming use. The owner sought a 69% building expansion to accommodate its existing Colon and Rectal Center. The relief was granted by way of a written decision dated January 9, 1995 (hereinafter the “1995 Decision”). See the attached 1995 Decision. In the 1995 Decision, it was specifically noted that the building contained several other physicians’ offices.

The Restoration Space (hereinafter the “Applicant”) is a medical office that takes an integrative approach to medicine and has been in operation since 2017. Co-founder Megan Eyvazzadeh has been a board certified Physical Therapist for nearly 20 years; she has been board-certified in orthopedics since 2012. She received her BS/MS from Thomas Jefferson University and her doctorate and certificate of advanced study from Massachusetts General Hospital Institute. The Restoration Space co-founder Julie Spencer received both her Master of Physical Therapy and Doctor of Physical Therapy degrees from the University of Scranton.

The space devoted to Applicant’s use is 2,450 square feet within the Property. The Applicant specializes in the novel approach of marrying various aspects of medicine – Eastern, Western, traditional, non-traditional, conventional, and holistic – in an effort to create a new whole healthcare model. In doing so, the Applicant utilizes the services of a range of practitioners including, but not limited to counselors, an acupuncturist, health & wellness counselors, physical therapists, and pilates instructors. The practitioners unite under one roof to guide each patient’s whole health: the physical, the emotional, and the psychological. The practitioners guide their patients using scientifically-supported practices to provide one place where people may be treated head-to-toe, inside and out. The Applicant accepts most major insurances and the services offered at The Restoration Space are FSA and HSA eligible<sup>1</sup>. Whole health and wellness initiatives such as those offered by the Applicant are the modern trend in health care. Seven (7) separate rooms devoted to the practitioners. This is the same number of patient rooms devoted to the prior use, a cardiologist, and thus, the Applicant’s occupancy of the space is no more intense than the prior use. It is the Applicant’s position that Applicant is not

operating in contravention to the relief granted in the 1995 Decision or the Zoning Ordinance, in any respect.

As such, and for reasons to be brought forth at the time of the hearing, the Applicant seeks a favorable interpretation of both the term “medical office use,” which is not defined by the Zoning Ordinance, and the 1995 Decision. It is Applicant’s position that Applicant’s practice and the services provided therein constitute a medical office use and that said practice is operated in accordance with the Zoning Ordinance and the 1995 Decision.

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<sup>i</sup> Some services may require a Letter of Medical Necessity or prescription.

PARID: P6SW2B 5 1 0204  
 EYVAZZADEH CAMILLE & GERMAINE,

406 DELAWARE AVE

## Parcel

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Property Location	406 DELAWARE AVE
Unit Desc	
Unit #	
City	
State	
Zip Code	
Neighborhood Valuation Code	C196
Trailer Description	
Municipality	BETHLEHEM CITY
Classification	Commercial
Land Use Code	401 - Office, Converted
School District	BETHLEHEM SCHOOL DIST
Topography	LEVEL
Utilities	ALL PUBLIC
Street/Road	PAVED/SIDEWALK
Total Cards	1
Living Units	1
CAMA Acres	.2808
Homestead /Farmstead	-
Approved?	-

## Parcel Mailing Address

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In Care of	
Name(s)	EYVAZZADEH CAMILLE & GERMAINE
Mailing Address	3150 N APOLLO DR
City, State, Zip Code	BETHLEHEM, PA, 18017-

## Alternate Address

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Alternate Address	
City	
State	
Zip	

## ACT Flags

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Act 319/515	
LERTA	
Act 43	
Act 66	
Act 4/149	
KOZ	
TIF Expiration Date	
BID	
Millage Freeze Date	
Millage Freeze Rate	

Veterans Exemption

Tax Collector

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LINNEA LAZARCHAK, FINANCIAL DIRECTOR  
10 E CHURCH ST  
BETHLEHEM PA 18018

610-865-7125

Assessor

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SHAYNE MURRAY  
610-829-6170

**City of Bethlehem**  
**Bureau of Planning and Zoning**

Property: 406 Delaware Avenue

Owner: Camille and Germaine Eyvazzadeh

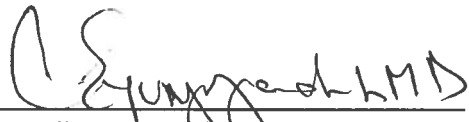
Applicant/Tenant: The Restoration Space


**AUTHORIZATION**

To Whom it May Concern:

We, Camille and Germaine Eyvazzadeh, owners of the above-referenced property, hereby authorize The Restoration Space, by and through Dr. Megan Eyvazzadeh and/or Dr. Julie Spencer, Applicant and tenant at the above-referenced property, to complete, execute and/or file any application, form, appeal or other documentation with the City of Bethlehem in relation to the above-referenced property. This letter shall further serve to authorize Dr. Megan Eyvazzadeh and/or Dr. Julie Spencer to appear before the City of Bethlehem Zoning Hearing Board in furtherance of any such appeal and the relief sought therein.

It is our intention that this Authorization shall have the same effect of an original signature on the Application for Appeal.

By:   
Dr. Camille Eyvazzadeh

By:   
Germaine Eyvazzadeh

Date: 5/29/19



**LEASE**

THIS LEASE made this 26<sup>th</sup> day of October, 2017, by and between **CAMILLE EYVAZZADEH, M.D. and GERMAINE EYVAZZADEH**, husband and wife, adult individuals, having an address of 406 Delaware Ave, Suite #1, Bethlehem, PA 18015 (hereinafter collectively referred to as "Landlord"),

AND

**THE RESTORATION SPACE, LLC**, a Pennsylvania limited liability company, having offices at 406 Delaware Avenue, Suite 4, Bethlehem, PA 18015 (hereinafter referred to as "Tenant").

**WITNESSETH:**

In consideration of the rents, covenants and agreements contained herein and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. **Premises:**

Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, upon and subject to the terms and conditions hereof, two thousand four hundred fifty (2,450) square feet on the first floor of the existing building situate at 406 Delaware Avenue, Bethlehem, Northampton County, Pennsylvania, as depicted on the drawing attached hereto as Schedule 1 (hereinafter referred to as the "Premises").

2. **Term:**

The term of this Lease shall commence on the effective date of this Lease hereinabove (the "Commencement Date"), and shall, unless sooner terminated as herein provided, terminate five (5) years therefrom (hereinafter referred to as the "Term").

3. **Rent:**

(a) The date upon which Tenant obtains a certificate of occupancy for the Premises and is legally able to occupy the Premises to see patients as part of the permitted use set forth in Section 6 below shall be the "Rent Commencement Date" hereof. Beginning on the Rent Commencement Date, Tenant covenants and agrees to pay Landlord without offset or deduction of any nature and without any previous demand therefore from Landlord, the rent as set forth on the attached Schedule 3(a) (hereinafter referred to as "Rent"). Rent shall be paid in advance, on the 1st day of each and every calendar month during the Term, or any renewal thereof. Except as otherwise provided herein, in the event that the Rent Commencement Date does not begin on the first day of a month, then, in that event, Tenant shall pay Landlord Rent from the Rent Commencement Date to the last day of the

month on a pro rata basis. Thereafter, Rent shall be paid in advance, on the 1st day of each and every calendar month during the Term, or any renewal thereof, as provided in this Section 3.

(b) The Rent and all other sums payable by Tenant to Landlord hereunder shall be: (i) delivered to Landlord at Landlord's address as set forth above, or at other such place or to such other person as Landlord may designate by notice to Tenant from time to time; and (ii) paid in lawful money of the United States of America or by good check drawn on an FDIC insured bank licensed to conduct business and located in the Commonwealth of Pennsylvania.

(c) A late fee of five percent (5%) of the amount of any past due payment shall be payable by Tenant in the event that Rent or other sums payable by Tenant hereunder are not paid within ten (10) days of the due date of any such payment.

4. Utilities; Parking:

(a) Tenant shall pay and discharge punctually, as and when the same shall become due and payable, all charges for heat, recycling, gas, electricity, light and power, and any and all other service or services furnished to the Premises during the term of this Lease. Tenant shall be responsible for all costs associated with Tenant's security system, removal and disposal of infectious and chemotherapeutic waste and telephone services. Tenant shall not pay for water or refuse (trash removal) services. Tenant hereby expressly agrees and acknowledges that Landlord shall not in any way be liable (any and all such liability or responsibility being expressly released, remised, quitclaimed and discharged by Tenant) for any interruption in service for any utilities serving the Premises unless due to the gross negligence or an intentional act of Landlord. The provisions of this Paragraph 4(a) shall survive the expiration or earlier termination (as the case may be) of this Lease.

(b) Landlord hereby grants and conveys unto Tenant and Tenant's employees a temporary and non-exclusive license for the use of up to three (3) parking spaces located in the parking lot on the property containing the building in which the Premises are located. Tenant hereby agrees and acknowledges that the foregoing license shall not be deemed or in any way construed as a guaranty or right to use any three particular parking spaces located within Landlord's parking lot. The parties hereby further expressly agree and acknowledge that the license being granted unto Tenant and its employees pursuant to this Paragraph 4(b) shall be revocable at any time for any reason or no reason in Landlord's sole and absolute discretion, provided, however, that Landlord shall provide tenant no less than three (3) business days prior written notice of Landlord's election to revoke the license granted pursuant to this Paragraph 4(b)

5. Construction; Mechanics' Liens:

(a) Tenant shall and hereby covenants to obtain Landlord's prior written consent (which may be withheld in Landlord's sole and absolute discretion) prior to undertaking any construction, additions and/or repairs of any nature to the Premises beyond cosmetic changes. Tenant hereby agrees and covenants that all equipment or structures and improvements that may be installed or erected on the Premises by Tenant including, but not limited to, all plumbing, sprinkler, electrical, heating, air-conditioning and ventilation equipment and systems, and all other equipment, will be installed or erected in a good and workmanlike manner, and, in all events, in accordance with all applicable laws, regulations and requirements of all governmental authorities having jurisdiction thereof (hereinafter referred to as "Applicable Laws"), without cost or expense of any nature to Landlord.

(b) Tenant, at Tenant's sole cost and expense, shall apply for and prosecute with due diligence all necessary permits and licenses required for Tenant's use and occupancy of the Premises. Landlord, without cost or expense to Landlord, shall cooperate with Tenant in securing building and other permits and authorizations necessary from time to time for the performance of any construction, alteration or other work required to be done by Tenant under this Lease. Such cooperation by Landlord as provided herein shall not be construed as consent to the filing of a mechanic's lien or a notice of intention to file a mechanic's lien or any claim relating thereto.

(c) Tenant shall keep the Premises and any project free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any mechanics' or materialmen's lien within ten (10) days after the filing or recording of any such lien. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the renewal of same (including, without limitation, reasonable attorneys' fees), such reimbursement to be made within ten (10) days after Landlord has given Tenant a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten-day period shall carry with it the same consequences as failure to pay any installment of Rent hereunder.

6. Use of Premises:

Tenant shall use and occupy the Premises solely for a medical office and will not use or permit or suffer the use of the Premises for any other purpose without the express prior written consent of Landlord. The Premises is not constructed to be used as an ambulatory surgery center ("ASC"), and Tenant agrees and covenants not to use the Premises as an ASC.

7. Environmental Compliance:

(a) Tenant shall keep or cause the Premises to be kept free of Contamination. For purposes of this section, the term "Contamination" shall mean the uncontained and/or unlawful presence of hazardous substances (as defined below) at, in or about the Premises or arising from the Premises which may require remediation or cleanup under any Applicable Laws (said Applicable

laws expressly include, without limitation, any and all environmental laws, regulations, orders and/or directives). Without limiting the foregoing, Tenant shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or possess hazardous substances in an uncontained state or presence, nor shall Tenant cause or permit a release (which will be considered as contamination) of hazardous substances in to the atmosphere, into, about or onto the Premises, or onto any other property or the waters of the Commonwealth of Pennsylvania.

(b) Tenant shall comply with and ensure compliance by all of Tenant's employees, contractors, guests and business invitees, with all Applicable Laws, whenever and by whomever enforced, and shall obtain and comply with, and ensure that all such persons or entities obtain and comply with, any and all approvals, registrations or permits required thereunder. Tenant shall (1) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all hazardous substances, (as defined below) on, from, or affecting the Premises (i) in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, (ii) to the reasonable satisfaction of Landlord, and (iii) in accordance with the orders and directives of all federal, state and local governmental authorities, and (2) protect, defend, indemnify and/or hold harmless Landlord from and against any claims, demands, suits, adjudications, administrative proceedings, penalties, fines, liabilities, settlements, damages, costs (including, without limitation, reasonable attorneys', experts and/or consultants' fees), or expenses of whatever kind or nature, known or unknown, contingent or otherwise including, without limitation, attorney and consultant fees and expenses, investigation and laboratory fees, court costs, litigation expenses and costs of abatement and cleanup, arising out of any of the following: (i) the uncontained presence, disposal, release or threatened release of any hazardous substances, which are on, from, or affecting the soil, water, vegetation, buildings, personal property, person, animals or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substances whether arising under any statute or at common law, including any damages and expenses relating to or for the abatement of any public or private nuisance or for the carrying on of any abnormally dangerous or hazardous activity; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous substances, and/or (iv) any violation of laws, orders, regulation requirements, or demands of government authorities which are based upon or in any way related to such hazardous substances.

(c) For purposes of this Lease, "hazardous substances" shall mean and shall include, without limitation, any flammable explosives, infectious, chemotherapeutic radioactive materials, hazardous or toxic materials, hazardous wastes, bio-hazardous waste, hazardous or toxic substances, polluting substances, contaminants or related materials of any nature, including without limitation, all "toxic wastes", "hazardous wastes" and "hazardous substances" as defined by federal, state or local environmental laws, ordinances, rules or regulations.

(d) The provisions of this Paragraph 7 shall survive the expiration or earlier termination (as the case may be) of this Lease.

8. Maintenance and Repairs:

(a) Tenant accepts the Premises in an "AS IS" and "WITH ALL FAULTS" condition. Landlord has made no representations concerning the Premises, and Tenant expressly acknowledges that no such representations have been made.

(b) Throughout the Term and any extensions thereof, Landlord agrees that it will make, at its sole cost and expense, all repairs, alterations and replacements to the property which Landlord is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition, except if such repairs, alterations or replacements are necessitated solely by the negligent acts or omissions of Tenant and are not covered by insurance, whether or not such insurance is maintained by Landlord hereunder. The property which Landlord is required to maintain is the foundation, the roof, the exterior walls, the gutters and downspouts, the heating, ventilating, air-conditioning, plumbing, electrical and sprinkler systems servicing the Building and the Premises, the parking areas, and the structural parts of the Building and the Premises, all utilities conduits within the walls or floors of the Premises, all utilities conduits, fixtures and equipment serving the Premises and located outside the Premises, and all slab floors, window frames and door frames. Tenant agrees that, at Tenant's expense, with the exception of the foregoing for which Landlord will be responsible, Tenant will maintain and make all manner of repairs or replacements of whatever nature necessary due to Tenant's use of the Premises.

(c) Tenant shall not commit or suffer to be committed any waste upon the Premises.

(d) Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Pennsylvania and in accordance with all present and future laws, of the health officer, fire marshal, building inspector and other proper officials of the federal, state, county, township and city governments and of all other governmental authorities whatsoever (collectively, the "Governmental Authorities") having jurisdiction thereof, at the sole cost and expense of Tenant, and Tenant shall comply with the requirements of all laws affecting the use or occupation of the Premises. Tenant hereby agrees to indemnify and save Landlord harmless from and against any and all penalties, fines, costs or damages resulting from Tenant's failure to comply with the requirements of such laws.

(e) If Tenant is in default of any of its obligations under this Lease, Landlord may, at Landlord's option, cure such default. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord in curing such default, such reimbursement to be made within ten (10) days after Landlord has given Tenant a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said 10-day period shall carry with it the same consequences as failure to pay any installment of rent.

(f) Landlord shall be responsible for maintenance of the roof, structural walls and exterior of the building, including the maintenance thereof.

9. Alterations, Additions and Improvements:

Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises without the prior written consent of Landlord which shall not be unreasonably withheld or delayed. Any alteration, addition, or improvement made by the Tenant after such written consent shall have been given, and any fixtures installed as a part thereof, shall become the property of the Landlord upon the expiration or other termination of this Lease. The Landlord shall have the right, however, to require the Tenant to remove such improvements or fixtures or any part of them at the Tenant's cost upon the expiration or sooner termination of this Lease and Tenant shall promptly remove the same and repair any damage to the Premises caused by such removal.

10. Access to Premises:

Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Premises at all reasonable times to examine the Premises and to exhibit the Premises to prospective purchasers or lessees. Except in the case of an emergency, such entry shall not be made without reasonable prior notice to Tenant. During the last month of the term of this Lease, Landlord shall have the right to place and continuously keep on the Premises in a conspicuous place the usual and customary "For Rent" or "For Sale" signs.

11. Signs:

Tenant shall have the right to install and maintain on the Premises such signs and advertising matter as Tenant may reasonably desire, and Tenant shall comply with any laws of Governmental Authorities having jurisdiction and shall obtain any necessary permits for such purposes. Tenant may place signs in or on the Common Areas of Landlord's building and grounds, provided that Landlord shall have first approved, in writing, the placement, type and size of such signs. Tenant agrees that such signs shall be in good taste and shall be maintained in good condition and repair at all times.

12. Assignment and Subletting:

Without the prior written consent of Landlord, Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part or parts thereof or allow anyone to come in, through or under it. In the event that Tenant, with the previous consent of Landlord, which may be withheld based only upon the credit worthiness of the assignee or subtenant in Landlord's sole discretion, makes such an assignment or sublease, Tenant shall in no way be released from any of its obligations under this Lease. Any assignment or subletting without Landlord's consent, whether by operation of law or otherwise, shall be a breach of this Lease.

13. Indemnity:

Except when caused solely by the conduct of Landlord, Tenant agrees to be responsible for and hereby agrees to indemnify and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in, upon, or at the Premises or resulting from or in connection with Tenant's use and occupancy of the Premises or any obligation (or breach thereof) of Tenant under this Lease. Except when caused solely by the negligence or willful misconduct of Landlord, Tenant shall, at Tenant's own cost and expense, defend any and all suits or actions which may be brought against Landlord or in which Landlord may be impleaded with respect to the foregoing, and shall pay all costs, expenses and attorney's fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of this Lease. The provisions of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

Except to the extent caused by the conduct of Tenant, Landlord agrees to be responsible for and hereby agrees to indemnify and save Tenant harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in, upon, or at the building and real estate in and upon which the Premises is located. Except when caused solely by the conduct of Tenant, Landlord shall, at Landlord's own cost and expense, defend any and all suits or actions which may be brought against Tenant or in which Tenant may be impleaded with respect to the foregoing, and shall pay all costs, expenses and attorney's fees incurred or paid by Tenant in connection with such litigation. The provisions of this Paragraph 13 shall survive the termination of this Lease.

14. Insurance and Casualty:

(a) Tenant, at Tenant's sole cost and expense, shall maintain and keep in effect throughout the term of this Lease, insurance against loss or damage to all contents of the Premises by fire or other casualty (including "all risk" insurance for any construction proposed), and comprehensive general liability insurance for bodily injury, death and property damage in or about the Premises with such limits, insurance company naming Landlord as an additional insured and in such form as shall be satisfactory to Landlord, but not less than a single limit of \$1,000,000.00 for each occurrence. A duplicate original, certificate or binder of such insurance maintained by Tenant shall be furnished to Landlord at the commencement of the term of this Lease and thereafter at least fifteen (15) days prior to the expiration of the policy it renews.

(b) Landlord, at Landlord's sole cost and expense shall maintain insurance insuring its interest in the Premises.

(c) Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be cancelled or changed without thirty (30) days prior written notice to Landlord and shall contain an agreement providing that the indemnification and hold harmless wording of this Lease is insured as a contractual obligation. To the extent permitted by such policies of insurance,

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Leased Premises or in connection with property on or activities conducted on the Leased Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

(d) In the event Tenant fails to cause the insurance policies described in Paragraph 14(a) to be written and pay the premium therefor and deliver such policies and renewal certificates thereof to Landlord within the time provided for in this Lease, Landlord shall nevertheless have the right, without being obligated to do so, to effectuate such insurance and pay the premiums therefor. All such premiums paid by Landlord shall be repaid by Tenant to Landlord on demand, and Tenant's failure to repay the same as aforesaid shall carry with it the same consequences as failure to pay any rent when due hereunder.

(e) If the Premises shall be damaged by fire or other casualty to an extent that it cannot be restored to its prior condition within thirty (30) days after the occurrence of such casualty, then Landlord and/or Tenant shall have the option to terminate this Lease upon written notice to the other within thirty (30) days of the occurrence of such casualty. If Landlord or Tenant gives such termination notice, then all rent payable hereunder shall be adjusted as of the date of the fire or other casualty and this Lease shall terminate as of such date. If neither party gives a termination notice, then Landlord shall restore the Premises to its prior condition, and the rent payable hereunder shall abate in proportion to the period of time and amount of rentable area of the Premises which are rendered untenable. In addition, if the Premises are not actually restored within sixty (60) days after occurrence of such casualty, Tenant may terminate this Lease by notice in writing to Landlord at any time after such date.

15. Eminent Domain:

(a) If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof (collectively, a "Taking"), then this Lease shall stay in effect except to the extent and until such time as the Governmental Authority causing the Taking actually terminates or causes the termination of this Lease.

(b) In the event of a partial Taking, so as to render the remaining portion thereof unusable for the purposes for which the Premises were originally leased hereunder, Landlord and Tenant each shall have the right to terminate this Lease and declare the same null and void by written notice of such intention to the other party within thirty (30) days after receipt of notice of such partial Taking. In the event neither Landlord nor Tenant exercises said right of termination, then the Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to the Premises so as to constitute a complete architectural unit. The term of this Lease shall cease only on the part so taken as of the day possession shall be taken by the applicable Governmental Authority and Tenant shall pay rent up to that day, and thereafter all the terms herein provided shall continue in



effect, except that the basic rent shall be reduced to a lower rent in proportion to the area remaining in the Premises after the partial Taking.

(c) All damages awarded for any Taking shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

16. Default:

The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) Tenant shall fail to pay in full any installment of Rent or any other sum payable by Tenant hereunder within fifteen (15) days after the same shall be due.

(b) Tenant shall fail to perform or observe any other covenant, term, condition, agreement or obligation to be performed or observed by Tenant under this Lease and such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant.

(c) The insolvency of Tenant, as evidenced by (i) the adjudication of Tenant as a bankrupt or insolvent, (ii) the filing of a petition seeking reorganization of Tenant or an arrangement with creditors, or any other petition seeking protection of any bankruptcy or insolvency law, (iii) the filing of a petition seeking the appointment of a receiver, trustee or liquidator of Tenant or of all or part of Tenant's assets or property, (iv) an assignment by Tenant for the benefit of creditors, or (v) the levy against any portion of Tenant's assets or property by any sheriff or other officer.

(d) Tenant shall abandon the Premises or fails to operate its business from the Premises and such abandonment or failure to operate continues for thirty (30) consecutive days.

(e) Tenant shall fail to comply with Local, State and/or Federal laws, rules, codes statutes and/or ordinances.

17. Remedies:

Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies in addition to all other rights and remedies otherwise available at law or in equity:

(a) The entire balance of all Rent and other charges to become due for the balance of the term hereof, as provided for in this Lease, at the option of Landlord, shall be accelerated and shall be due and payable immediately following five (5) days written notice by Landlord to Tenant.

(b) At the option of Landlord, the term of this Lease shall terminate and become absolutely void, without notice and without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any term, covenant or condition broken.

(c) At the option of Landlord, Landlord shall have the right to re-enter and possess the Premises without demand or notice and with or without process of law, using such reasonable force as may be necessary, without being deemed guilty of trespass, eviction, forcible entry, conversion or becoming liable for any loss or damage which may be occasioned thereby, dispossess Tenant and any other occupants of the Premises, remove Tenant's property and effects not previously removed by them, and without releasing Tenant from its obligation to pay rent and all other obligations hereunder, and without waiving any other rights given to Landlord hereunder or at law or in equity, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Landlord shall not be required to accept any tenant offered by Tenant, or to observe any instructions or suggestions given by Tenant concerning such reletting. Landlord shall not be liable for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the rent under such reletting. Landlord may make such repairs, alterations and additions in and to the Premises and redecorate the same as Landlord sees fit.

Tenant shall pay Landlord any deficiency between the rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the term hereof as well as any expenses incurred by Landlord in such reletting including without limitation broker's fees, attorney's fees, the expense of repairing, altering and redecorating the Premises and otherwise preparing the same for reletting. Such deficiency and expenses shall be paid by Tenant in monthly installments on the dates specified in this Lease for payment of rent and any suit brought to collect the amount of the deficiency and expenses for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding, nor shall any of Landlord's other remedies hereunder be affected adversely, including the right under Paragraph 17(a) above to declare immediately due and payable the balance of all rent and other charges hereunder. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate the term of this Lease unless a written notice of such intention be given to Tenant.

(d) Upon any termination of this Lease or the term thereof, whether by lapse of time, the exercise of such remedy by Landlord, or in any other manner, or upon any termination of Tenant's right to possession of the Premises without such termination, Tenant and all persons claiming by, through or under Tenant shall immediately vacate and surrender possession of the Premises to Landlord in the condition specified in Paragraph 23 hereof, and shall immediately remove all of their property and effects from the Premises. If Tenant or anyone claiming by, through or under Tenant fails to remove all of their property and effects from the Premises upon such termination, Landlord shall have the right to remove and store such property and effects at Tenant's expense, and/or upon five (5) days notice, sell such property and effects at public or private sale and, after deducting all costs of storage, advertising and selling such property and effects, including, without limitation, attorney's fees, workmen's wages, and broker's and officer's commissions, retain the proceeds thereof on account of Tenant's obligations hereunder.

(e) If Tenant defaults in any payment of rent or any other charges hereunder (excluding late fees), interest shall accrue thereon from the due date until paid at the rate of twelve percent

(12%) per annum. In the event suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained, Tenant shall pay to Landlord all expenses incurred therefor, including attorney's fees.

(f) Landlord shall have and may exercise any and all rights and remedies granted or allowed to lessors under any statute or otherwise at law or in equity. All remedies available to Landlord hereunder and at law and in equity shall be cumulative, concurrent, nonexclusive and shall survive expiration, termination or repossession. Landlord may, at their option, sue for and collect the Rent and other charges due hereunder at any time and from time to time as and when such charges accrue.

(g) With respect to any portion of the Premises which is vacant or which is physically occupied by Tenant, Landlord may remove all persons and property therefrom and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, without service of notice or resort to legal process (all of which Tenant expressly waives) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, which lien is to be in addition to any Landlord's' lien now or hereafter provided by law.

(h) THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. IN THE EVENT LANDLORD COMMENCE ANY PROCEEDINGS FOR NON-PAYMENT OF RENT OR ADDITIONAL RENT, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY SUCH PROCEEDINGS. THIS SHALL NOT BE CONSTRUED, HOWEVER, AS A WAIVER OF TENANT'S RIGHT TO ASSERT ANY SUCH CLAIMS IN ANY SEPARATE ACTION BROUGHT BY TENANT.

(i) Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future law in the event this Lease is terminated or Tenant is evicted or dispossessed by reason of violation by Tenant of any of the provisions of this Lease.

(j) If Tenant shall default in the performance of any covenant and/or condition required to be performed by it under this Lease, Landlord may perform the same for the account and at the expense of Tenant. If Landlord at any time are compelled to pay, or elect to pay, any sum of money, by reason of the failure of Tenant to comply with any provisions hereof, or if Landlord are compelled to incur any expense, including reasonable counsel fees, in instituting prosecuting or defending against any action or proceeding instituted by reason of any default of Tenant hereunder, the amount of such payments or expenses shall be paid by Tenant to Landlord as additional rent on the next day

following such payment or the incurring of such expenses upon which a regular monthly rental payment is due, together with interest thereon at the rate of ten percent (10%) per annum.

(k) No waiver by Landlord of any breach by Tenant of any obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of their rights and remedies with respect to such or any subsequent breach.

**18. Confession of Judgment; Ejectment:**

(A) IN THE EVENT OF A DEFAULT BY TENANT UNDER THE LEASE AGREEMENT OR UPON THE EXPIRATION OF THE TERM OF THIS LEASE AGREEMENT OR THE EARLIER TERMINATION OR SURRENDER HEREOF AS PROVIDED IN THIS LEASE AGREEMENT, IT SHALL BE LAWFUL FOR ANY ATTORNEY TO APPEAR AS ATTORNEY FOR TENANT AS WELL AS FOR ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT AND TO CONFESS JUDGMENT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE AGREEMENT SHALL BE ITS SUFFICIENT WARRANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION OR OTHER APPROPRIATE WRIT UNDER THE RULES OF CIVIL PROCEDURE THEN IN EFFECT MAY ISSUE FORTHWITH WITHOUT ANY PRIOR WRIT OR PROCEEDINGS AND TENANT, WITH FULL KNOWLEDGE OF SUCH REMEDIES, WAIVES ITS RIGHTS TO NOTICE THEREOF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE AGREEMENT. TENANT ACKNOWLEDGES THAT THE LEASE AGREEMENT GRANTS TO TENANT ADEQUATE GRACE AND NOTICE PERIODS AND TENANT ACCEPTS SUCH GRACE AND NOTICE PROVISIONS AS SATISFYING ALL OF TENANT'S RIGHTS INCLUDING BUT NOT LIMITED TO ITS CONSTITUTIONAL RIGHTS; PROVIDED, HOWEVER, IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED, THE SAME SHALL BE DETERMINED THAT THE POSSESSION OF THE PREMISES HEREBY DEMISED REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT FOR THE SAME DEFAULT AND UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AGREEMENT UNDER ANY OF THE TERMS OF THIS LEASE AGREEMENT TO BRING ONE OR MORE FURTHER ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION OF THE PREMISES AND CONFESS JUDGMENT FOR THE RECOVERY OF POSSESSION OF THE PREMISES AS HEREINABOVE PROVIDED.

Initial ME

(B) UPON THE EVENT OF DEFAULT BY TENANT UNDER THE LEASE AGREEMENT, IT SHALL BE LAWFUL FOR ANY ATTORNEY TO APPEAR AS ATTORNEY FOR TENANT AS WELL AS FOR ALL PERSONS CLAIMING BY,

THROUGH OR UNDER TENANT AND TO CONFESS JUDGMENT AGAINST TENANT IN FAVOR OF LANDLORD, ITS SUCCESSORS AND ASSIGNS, AS OF ANY TERM, FOR ANY DETERMINED AMOUNT TO WHICH LANDLORD WOULD BE ENTITLED AS DAMAGES UNDER ANY OF THE PROVISIONS HEREOF INCLUDING ALSO AN ATTORNEY'S FEE FOR COLLECTION OF THE SAME OF TEN (10%) PERCENT OF THE TOTAL AMOUNT OF SUCH DAMAGES, TOGETHER WITH COSTS OF SUIT, AND TENANT HEREBY WAIVES ALL ERRORS, DEFECTS AND IMPERFECTIONS IN ENTERING SAID JUDGMENT OR IN ANY WRIT, PROCESS OR PROCEEDING THEREON OR THERETO OR IN ANY WAY TOUCHING OR CONCERNING THE SAME, FOR WHICH THIS LEASE AGREEMENT SHALL BE ITS SUFFICIENT WARRANT, AND TENANT, WITH FULL KNOWLEDGE OF SUCH REMEDIES, WAIVES ITS RIGHTS TO NOTICE THEREOF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS LEASE AGREEMENT. TENANT ACKNOWLEDGES THAT THE LEASE AGREEMENT GRANTS TO TENANT ADEQUATE GRACE AND NOTICE PERIODS AND TENANT ACCEPTS SUCH GRACE AND NOTICE PROVISIONS AS SATISFYING ALL OF TENANT'S RIGHTS INCLUDING BUT NOT LIMITED TO ITS CONSTITUTIONAL RIGHTS. THE AUTHORITY AND POWER CONTAINED HEREIN SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED, AS AFORESAID FROM TIME TO TIME AND AS OFTEN AS THERE IS AN OCCURRENCE OF AN EVENT OF DEFAULT, AND FURTHERMORE SUCH AUTHORITY AND POWER MAY BE EXERCISED DURING THE TERM AND ANY RENEWAL THEREOF, OR AFTER THE EXPIRATION OR EARLIER TERMINATION OF THE TERM HEREOF.

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(C) IN ANY ACTION TO CONFESS JUDGMENT FOR MONEY OR POSSESSION, 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, AND, IF A TRUE COPY OF THIS LEASE AGREEMENT (AND OF THE TRUTH OF THE COPY SUCH AFFIDAVIT SHALL BE SUFFICIENT EVIDENCE) BE 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. TENANT HEREBY RELEASES TO LANDLORD AND TO ANY AND ALL ATTORNEYS WHO MAY APPEAR FOR TENANT ALL ERRORS IN SAID PROCEEDINGS AND ALL LIABILITY THEREOF, UNDER THE ACTS OF ASSEMBLY AND RULES OF CIVIL PROCEDURE, EITHER AT THE END OF THE TERM OR EARLIER TERMINATION OF THIS LEASE AGREEMENT. TENANT, ACKNOWLEDGING THE ADEQUACY OF THE GRACE AND NOTICE PROVISIONS CONTAINED HEREIN, SPECIFICALLY WAIVES ANY RIGHTS TO NOTICE REQUIRED BY THE LANDLORD AND TENANT ACT OF 1951, AS AMENDED, AND AGREES THAT FIVE (5) DAYS' NOTICE SHALL BE SUFFICIENT IN ANY SUCH CASE.

Initial ME

19. Affidavit of Default:

In any confession of judgment action for ejection, Landlord shall first cause to be filed in such action an affidavit made by Landlord or someone acting for Landlord setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Lease (and of the truth of the copy such affidavit shall be sufficient evidence) be 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.

20. Waivers by Tenant:

Tenant specifically waives all errors, defects and imperfections in entering any actions or judgment hereunder, or in any writ, or process, or proceeding thereon or thereto or in anyway concerning same. Tenant expressly releases and discharges Landlord and Landlord's agents from all claims, actions, suits, damages and penalties for or by reason or on account of any entry, ejection, confession of judgment, dispossession, distraint, levy, sale, loss of property or effects left on the Premises, or other exercise by Landlord of Landlord's rights and remedies hereunder or at law or in equity. Tenant further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this Lease, and does hereby voluntarily condemn the same and authorize the Prothonotary or Clerk of Court to issue a Writ of Execution or other process. If proceedings shall be commenced by Landlord to recover possession either at the end of the term or sooner termination of this Lease, or for nonpayment of rent or any other reason, Tenant specifically waives any right to a specified period of notice required by any Act of Assembly or other statute and agrees that five (5) days' notice shall be sufficient in either or any other case.

21. Waiver:

Failure of Landlord to seek redress for violation of or to insist upon the timely performance of any of the terms, covenants or conditions of this Lease (regardless of the length of the breach), shall not be deemed to be a waiver by Landlord of any of his rights hereunder. No waiver by Landlord at any time, expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver of the breach of any other provision of this Lease or a consent to any subsequent similar breach or breach of any other provision. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

22. Surrender:

Upon expiration or other termination of the term of this Lease, Tenant shall peaceably and quietly quit and surrender the Premises in good condition, ordinary wear and tear and damage by fire or other casualty excepted. Tenant hereby waives all notices required by law relative to vacation of properties by Tenant. Prior to the scheduled expiration date of the term of this Lease, or within thirty (30) days after any earlier termination of the term of this Lease, Tenant shall completely remove all of Tenants' property and effects from the Premises, and shall repair all damage caused by such removal, and shall leave the Premises in a broom clean condition.

23. Notices:

(a) Any notice, consent, approval, submission or demand given pursuant to this Lease shall be in writing and shall be deemed given if hand delivered or mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the respective addresses set forth above, or such other address as the parties may designate by notice to each other. Any such notice shall be deemed to have been given on the date hand delivered or on the delivery date shown on the certified or registered mail receipt for such notice, except that if any such notice is returned to the sender by the Postal Service because of nondelivery for any reason, the notice shall be deemed to have been given on the earliest date on which delivery by the Postal Service was attempted, as indicated by the Postal Service endorsement(s) on the returned notice.

(b) Tenant shall give immediate notice to Landlord of (i) any fire or other casualty causing damage to the Premises, (ii) any notice concerning any Taking of all or any part of the Premises, (iii) the occurrence of any injury or property damage on the Premises, (iv) the receipt of any notice concerning any claim or lawsuit or the commencement of any litigation affecting the Premises, (v) any other notice concerning the Premises whatsoever, or (vi) or date upon which Tenant becomes permanently disabled.

24. Captions; Confession of Judgment Affidavit:

The captions preceding the Paragraphs of this Lease are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. This Lease shall not be effective until such time as the Confession of Judgment Affidavit attached hereto as Schedule 25 is executed and notarized.

25. Severability:

If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

26. Interpretation:

As used in this Lease and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. Time is and shall be of essence of each term and provision of this Lease. The term "person" as used herein means person, firm, association or corporation, as the case may be. This Lease was prepared and negotiated by the parties hereto and all clauses of and this Lease as an entirety shall be so construed regardless of, and without prejudice to, the party who actually memorializes this document in final form. This Lease constitutes and expresses the whole lease of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto being herein merged. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

27. Governing Law; Parties:

This Lease and the rights and obligations of the parties hereto shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania and enforced in the Court of Common Pleas of Northampton County. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, executors, administrators and permitted assigns.

28. Security Deposit:

(a) Tenant is not obligated to provide a Security Deposit for the Premises to Landlord under this Lease.

29. Commercial Lease:

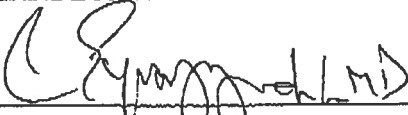
Tenant expressly acknowledges that this Lease represents a Commercial Lease.

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound hereby, have executed this Lease as of the day and year first above written.



WITNESS:

LANDLORD:

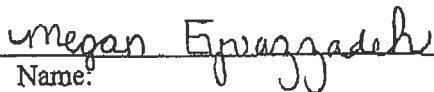
  
Camille Eyvazzadeh, M.D.

  
Germaine Eyvazzadeh

WITNESS:

TENANT:

THE RESTORATION SPACE, LLC

By:   
Name:  
Title:

**SCHEDULE 1**  
**DRAWING - PREMISES**

**SCHEDULE 3(a)**

**RENT**

A. Rent shall be calculated as follows:

For the first year of the Term, the Rent shall be [REDACTED] per square foot of rentable space, which Tenant hereby expressly agrees and acknowledges is two thousand four hundred fifty (2,450) square feet. The annual Rent during the first year of the Term shall accordingly be [REDACTED] and the monthly Rent shall be [REDACTED] per month. If the Rent Commencement Date occurs on a date which does not provide for payment of a full year's worth of Rent, the monthly Rent shall still be [REDACTED] for the first year of the Term. For the second year of the Term, the Rent shall be [REDACTED] per square foot of rentable space. The annual Rent during the second year of the Term shall accordingly be [REDACTED], and the monthly Rent shall be [REDACTED] per month. For years 3 through 5 of the Term, the annual rent shall be determined by multiplying the immediately preceding year's rent by the rate of change (expressed as a percentage) in the United States Department of Labor Consumer Price Index (All Urban Consumers - Northeastern United States Region - Not Seasonally Adjusted) for the prior year to arrive at the new annual rent for the succeeding year, provided, however, that the Rent shall not at any time during the initial Term exceed [REDACTED] square foot of rentable space. Following the initial Term of the Lease, if Landlord and Tenant mutually agree to extend the Lease term, the parties shall therein mutually agree upon a new Rent.

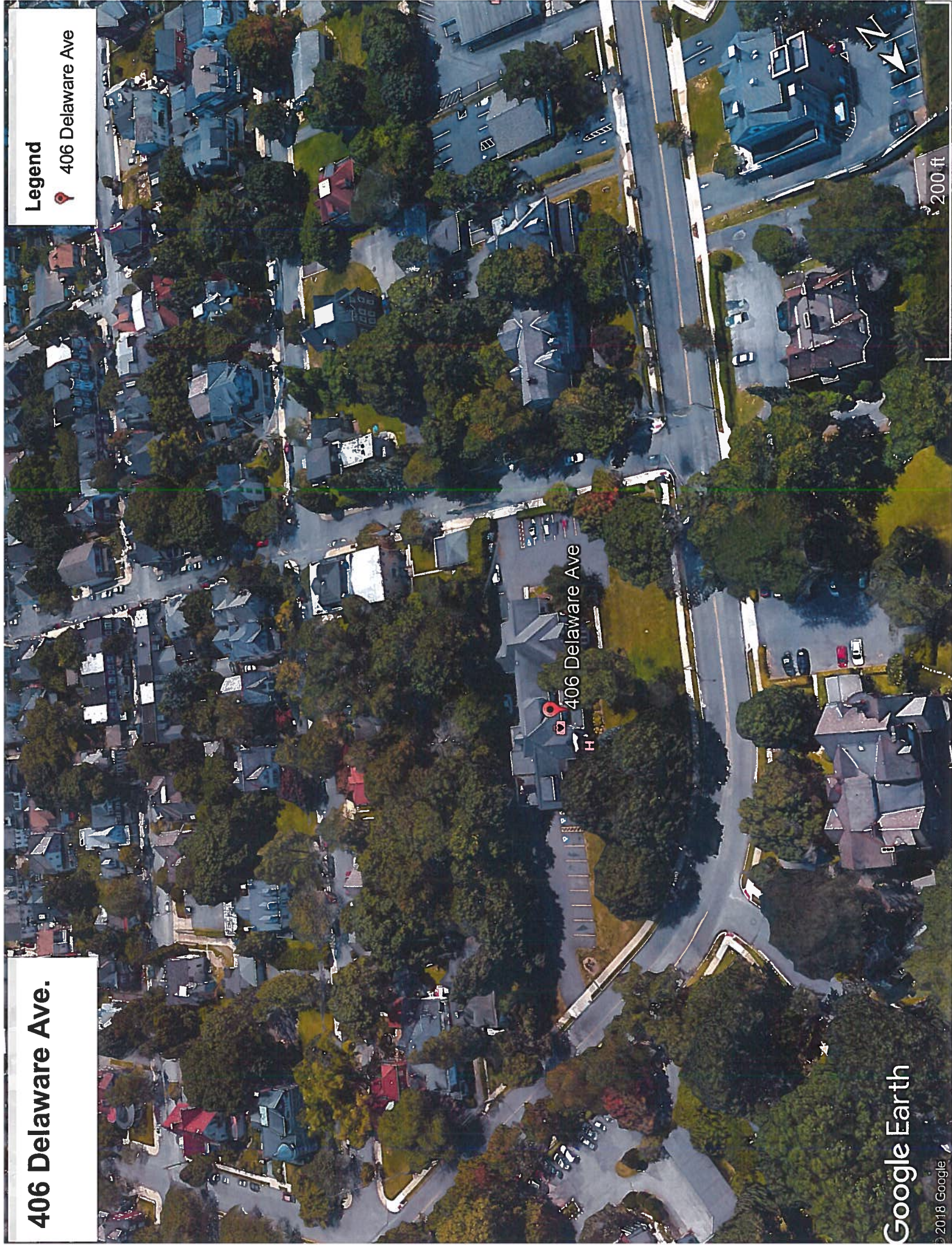
B. All Rent shall be paid in equal consecutive monthly installments equal to 1/12th of the annual Rent, i.e., the equal monthly rent during the first year shall be [REDACTED]

# 406 Delaware Ave.

## Legend




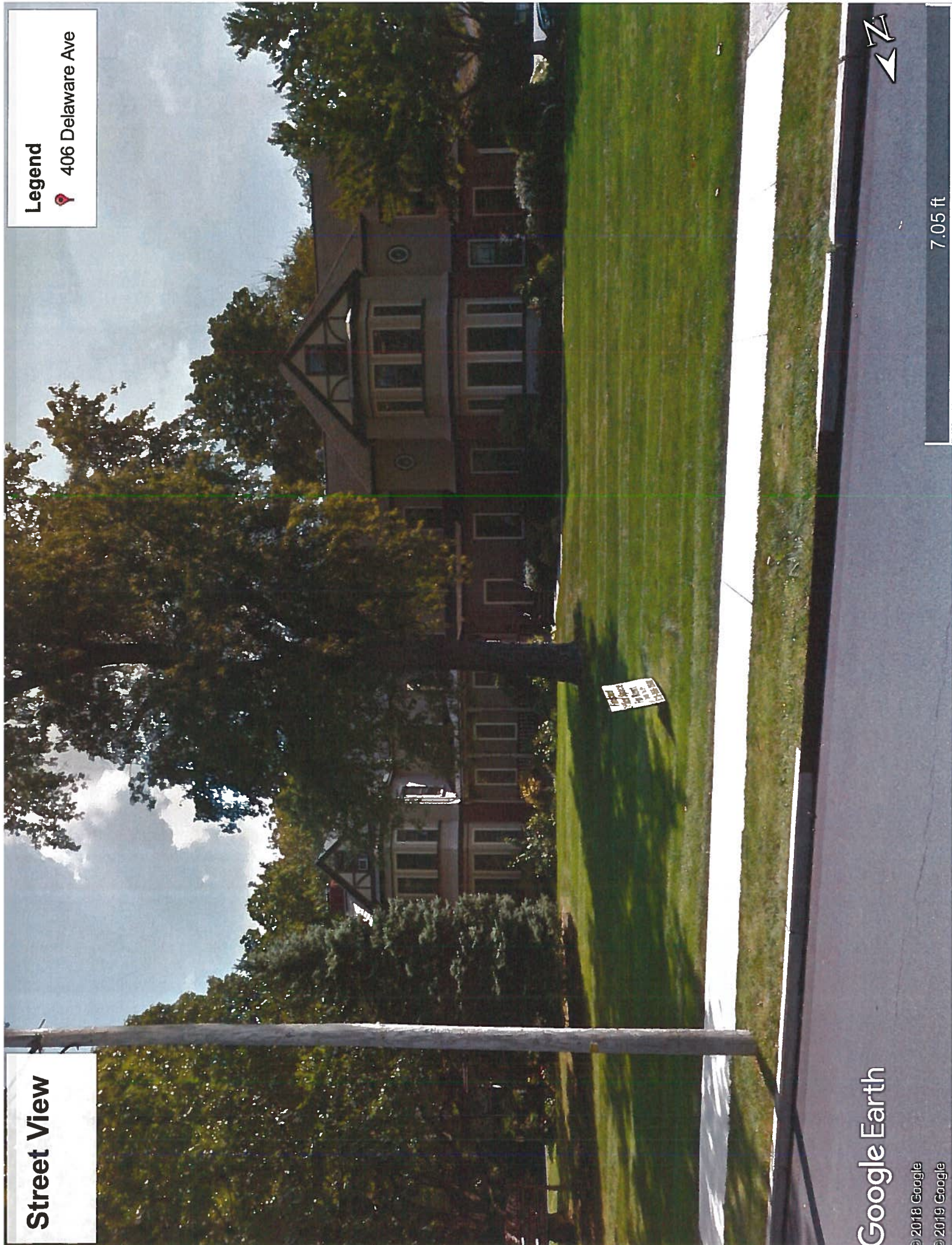
406 Delaware Ave



# Street View

## Legend

 406 Delaware Ave



Google Earth

© 2018 Google

© 2019 Google



7.05 ft

Before the Zoning Hearing Board  
of the City of Bethlehem, Pennsylvania

NORTHAMPTON COUNTY DIVISION

In re: ) December 1994  
Application of )  
CAMILLE EYVAZZADEH, M.D. ) Variance & Special Exception  
)

**DECISION OF THE BOARD**

**I. Preliminary Matters**

The Zoning Hearing Board of the City of Bethlehem held a public hearing on December 7, 1994 at 7:30 p.m. in Town Hall regarding the Application of Camille Eyvazzadeh, M.D., for a special exception to expand a lawful nonconforming use, as well as a variance from the fifty (50%) percent limitation on such expansions imposed by Section 1323.04(c)(3) of the Zoning Ordinance.

**A. Parties** - The Applicant was represented by Timothy J. Siegfried, Esq., of Tallman, Hudders & Sorrentino of Allentown. A protestant, Robert Barnes, appeared without counsel; he appeared both individually (as a neighboring property owner) and as President of Borough Council on behalf of the Borough of Fountain Hill, the adjoining municipality pursuant to a resolution of said Borough Council.

**B. Notice** - Notice of the hearing was given by newspaper advertisement placed by the Zoning Officer, by physical posting of the property by the Applicant seven (7) or more days prior to the

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hearing, by certified mail to the Borough of Fountain Hill as a neighboring municipality<sup>1</sup> as the subject property is located within five hundred (500') feet of a municipal boundary pursuant to §1318.27 of the Zoning Ordinance<sup>2</sup>, and by regular mail to neighboring property owners pursuant to the applicable provisions of the Zoning Ordinance.

## **II. Nature of Relief Sought**

The Applicant sought both a special exception to enlarge an existing nonconforming use and a variance to enlarge said use by more than fifty (50%) percent. Specifically, the Applicant sought an enlargement of his use by 69%.

## **III. Evidence**

APPLICANT'S EXHIBIT #1: Photocopy of Regulations of Pennsylvania Bureau of Health detailing space requirements for outpatient facilities.

APPLICANT'S EXHIBIT #2: Site Plans.

APPLICANT'S EXHIBIT #3-8: Photographs of surrounding area and other large buildings.

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<sup>1</sup>§1318.27, "Notice to Adjoining Municipalities: Where a property is located within five hundred (500) feet of a municipal boundary, the Planning Commission, Zoning Hearing Board, or officer having jurisdiction shall refer any subdivision plan, development plan, variance petition or special exception application to the neighboring municipality for its comments." For complete citation of the Zoning Ordinance, see Note 2, *infra*.

<sup>2</sup>*Zoning Ordinance of the City of Bethlehem*, Ordinance No. 2210, effective September 25, 1970, amended to November 18, 1992 (hereinafter referred to as "the Zoning Ordinance").

APPLICANT'S EXHIBIT #10<sup>3</sup>: Northampton County Tax Map of Area.

OBJECTOR'S<sup>4</sup> EXHIBIT #1: Resolution of Borough Council of Fountain Hill (#94-09) and certification of same by Borough Executive Secretary, authorizing Robert Barnes to appear before the Zoning Hearing Board on behalf of Borough Council to oppose the application.

#### **IV. Findings of Fact**

1. The Applicant is the fee simple owner of the subject premises, to wit, a 46,867 square foot irregularly-shaped lot located at 406 Delaware Avenue in the Northampton County portion of the City of Bethlehem in the 1st Ward (South Side). The subject premises are wholly located within the City of Bethlehem although the municipal boundary with the Borough of Fountain Hill is in close proximity.

2. There is a 7,625 square foot building situated upon the premises which is two stories high and which contains the Applicant's medical office, the Eyvazzadeh Colon & Rectal Center, and several other physicians' offices. The present use is a lawful nonconforming use.

3. The subject premises are located in an "R-G" Residential District.

4. The proposed expansion will take place on the same lot as the existing nonconforming use.<sup>5</sup>

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<sup>3</sup>An exhibit marked "A-9" was marked on behalf of the Applicant but was not introduced into evidence at the request of the Applicant.

<sup>4</sup>Although the protestant, Robert Barnes, is correctly referred to as a "protestant" in accordance with the zoning practice, he is sometimes referred to in the record as the "objector" and his documentary evidence was identified as the exhibit of the "objector".

<sup>5</sup>§1323.04(2).



5. The proposed expansion will also be two stories high and will contain 5,299 square feet, which is equal to 69% of the existing structure.

6. The Applicant is a colon and rectal surgeon: the proposed use will contain an endoscopy center which is a normal part of the medical practice of the Applicant and those in his professional specialty.

7. Endoscopy centers in Pennsylvania are required to meet room space requirements set by the Pennsylvania Bureau of Health [see Applicant's Exhibit #1"].

8. Medical procedures which would be performed in the proposed endoscopy center have historically been performed in hospitals.

9. The modern trend in health care is towards the "managed care" concept which leads to a decrease in the cost of procedures and is often required by patients' insurance carriers. As applied to the instant case, many of the Applicant's existing patients would be able to have relatively minor procedures such as colonoscopy performed in the Applicant's office rather than at the hospital, which would result in savings to both patients and insurance carriers as well as greater efficiency for the physician.

10. Approximately fifty (50%) of the Applicant's present medical practice involves endoscopies.

11. The proposed addition to the existing structure would match the existing architectural scheme and design and has been designed by professional architects [see Applicant's Exhibit #2].

12. The Applicant would minimize the impact of the addition upon the natural features of the lot and intends to professionally landscape the area. Site coverage by the total structure would only be 45% of the total site area which is permitted by the Zoning Ordinance and would be in keeping with proper design standards for lots of this size.

13. Prior to the Applicant's purchase and total renovation of the existing structure in 1988, it was a dilapidated building with multiple low-rent apartments.

14. Many other large houses exist in the surrounding area [see Applicant's Exhibits #s 3-8], which in the 1800s was a wealthy neighborhood consisting of many mansions and their outbuildings. These mansions have been converted to, *inter alia*, the Sayre Mansion Inn, medical offices, a fraternity house, apartments, and other uses.

15. Approximately 17,000 cars travel past the Applicant's building each day according to a traffic study done in 1988. This number has presumably increased due to increased population in the area and the ongoing \$60,000,000 expansion project of St. Luke's Hospital which is three blocks away in the Borough of Fountain Hill.

16. The Applicant proposes no changes in the existing approved ingress and egress points of the lot onto Delaware Avenue.

17. The proposed use meets all other requirements of the Zoning Ordinance.

18. The Applicant presently has nineteen (19) parking spaces and intends to have thirty (30), which is in excess of the number required by the Zoning Ordinance. The spaces have been and will continue to be provided by the Applicant for the convenience of his patients.

19. The Applicant intends to provide access to the proposed endoscopy center to other physicians in the area for shared use with their patients.

20. Mr. Robert Barnes, who resides at 906 Delaware Avenue, appeared on his own behalf and on behalf of the Borough Council of Fountain Hill, where he serves as President of Council, to oppose the application on the grounds that there would be a negative impact upon the Borough of Fountain Hill

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due to increased traffic and water runoff. No evidence was presented to support the conclusion that there would be an unacceptable or damaging amount of water runoff.

21. The Applicant typically sees twenty (20) patients on a busy day.

22. Mr. James B. Lynn, an adjacent property owner for twenty-six (26) years, appeared and testified in favor of the application: he specifically stated that "traffic has always been horrendous" in the area and that the traffic caused by the Applicant's medical office is less than when the apartments were located in the structure.

## **V. Conclusions of Law**

### **A. Special Exception for Expansion of Lawful Nonconforming Use**

A lawful nonconforming use may, under the Zoning Ordinance, be expanded provided that certain criteria are met:

#### **1323.04 Alteration or Extension**

(c) Non-Conforming Uses. Non-conforming uses shall not be altered, reconstructed, extended or enlarged, except in accordance with the following provisions:

(1) Such alteration, reconstruction, extension or enlargement shall be permitted only by special exception under the provisions of Article 1325, Zoning Hearing Board.

(2) Such alteration, reconstruction, extension or enlargement shall be only upon the same lot or any contiguous lot purchased by the owner of the non-conformity in existence within one (1) year of the date the uses become non-conforming.

(3) Any increase in volume or area of the non-conforming use shall not exceed an aggregate of more than fifty (50) percent of such volume or area during the life of the non-conformity.

Based upon the Application and the architectural drawing contained therein and admitted into evidence<sup>6</sup>, Dr. Eyvazzadeh proposes to enlarge the size of his structure by sixty-nine (69%) percent, which is in excess of the 50% limitation under the Zoning Ordinance.

The Board, as required by §1323.04(1), *supra*, considered the application under the criteria established governing special exceptions generally in the City of Bethlehem as set forth in Article 1325.07:

**1325.07      Power and Duties - Special Exceptions**

(a) The Zoning Hearing Board shall have the power to approve special exceptions for any of the uses for which this Ordinance requires the obtaining of such exceptions and for no other use or purpose.

(b) General Requirements and Standards Applicable to all Special Exceptions: The Board shall grant a special exception only if it finds adequate evidence that any proposed use submitted for a special exception will meet all of the following general requirements, as well as any specific requirements and standards listed for the proposed use. The Board shall, among other things, require that any proposed use and location be:

(1) In accordance with the City of Bethlehem Comprehensive Plan and consistent with the spirit, purposes, and intent of this Ordinance.

(2) In the best interest of Bethlehem, the convenience of the community, the public welfare, and be a substantial improvement to property in the immediate vicinity.

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<sup>6</sup>Applicant's Exhibit #2.

(3) Suitable for the property in question, and designed, constructed, operated and maintained so as to be in harmony with and appropriate in appearance with the existing or intended character of the general vicinity.

(4) In conformance with all applicable requirements of this Ordinance.

(5) Suitable in terms of permitting the logical, efficient and economical extension of public services and facilities such as public water, sewers, police and fire protection and public schools.

(6) Suitable in terms of effects on street, traffic and safety with adequate sidewalks and vehicular access arrangements to protect major streets from undue congestion and hazard.

The Zoning Hearing Board may impose such conditions, in addition to those required in the Ordinance, as are necessary to insure that the general purpose and intent of this Ordinance is complied with and that the use of the property adjacent to the area included in the proposed change or modification is adequately safeguarded, which conditions may relate to , but are not limited to, harmonious design of buildings, aesthetics, planting and its maintenance as a sight or sound screen, hours of operation, lighting, allied activities, smoke and fume control, and the minimizing of noxious, offensive, or hazardous elements.

As a preliminary matter, the Board took judicial notice of its own Decision on October 28, 1987, wherein the Board granted a use variance to Dr. Eyvazzadeh to occupy the then-dilapidated apartment building with a medical office. Based upon this unappealed decision, the Board concluded that Dr. Eyvazzadeh had a vested right to use the property as a medical office. Although not strictly a nonconforming use which pre-dated the Zoning Ordinance, the Board interpreted the status of the medical office as substantially similar to a lawful nonconforming use in this zoning district.

There is no generalized right to seek a special exception and the right to a special exception exists only where it is specifically provided for under the terms of a zoning ordinance. *Borough of West Mifflin*

*v. Zoning Hearing Board of the Borough of West Mifflin*, 69 Pa. Commonwealth Ct. 604, 452 A.2d 98 (1982). The Applicants sought a Special Exception under §1323.07 of the Zoning Ordinance as noted above.

It should also be noted that a "special exception" is neither "special" nor an "exception": rather, it is a use which is permitted by a zoning ordinance provided that certain criteria are met and the proposed use does not adversely affect the community. *Heck v. Zoning Hearing Board for Harvey's Lake Borough*, 39 Pa. Commonwealth Ct. 570, 575, 397 A.2d 15, 18 (1979).

In terms of purely special exception matters, the Board concluded that the Applicant had met his burden of proof and met all requirements of the Zoning Ordinance save the 50% limitation on expansions. The Board concluded that the proposed use was suitable for the property in question, in accordance with the City of Bethlehem Comprehensive Plan, consistent with the spirit, purposes, and intent of the Zoning Ordinance, in the best interest of Bethlehem, the convenience of the community, and a substantial improvement to property in the immediate vicinity<sup>7</sup>. The only potentially valid concern raised by the protestant was the increase in traffic. The Board concluded that although there certainly would be an increase in traffic caused by the Applicant's proposed use, this would be a fraction of a percentage point when compared to the heavy volume of traffic already using Delaware Avenue. Even if the Applicant were to see fifty (50) patients per day, this would still be only two hundredths of a percent (0.0002) increase in the estimated 1988 daily traffic on Delaware Avenue.

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<sup>7</sup>It was noted by the Board that property in the immediate vicinity was typically either renovated and in good condition or relatively dilapidated and in poor condition, the area having undergone transition from one of the wealthiest neighborhoods in the City to proximity to one of the poorest areas.

In general terms, the Applicant's proposed use would be aesthetically pleasing, harmonious with the existing structures and surrounding buildings, and an improvement to the lot and the surrounding area as well as benefitting the community. The Applicant also testified that he would attempt to preserve as many existing trees as possible and that possibly only one tree was to be cut.

In order for the Applicant to get beyond the 50% limitation on expansion, however, the Board also had to consider the request by the Applicant for a variance from this express limitation.

#### **B. Variance Issue**

Variations in the City of Bethlehem are governed by applicable provisions of the Zoning Ordinance and the Municipalities Planning Code. *Zoning Ordinance of the City of Bethlehem*, Ordinance No. 2210, effective September 25, 1970, amended to November 18, 1992 (hereinafter referred to as "the Zoning Ordinance"). *Municipalities Planning Code*, 53 P.S. §10910.2.

The Zoning Ordinance provides specific criteria which the Zoning Hearing Board must address in determining whether to grant the majority of variances<sup>8</sup>:

#### **1325.06 Powers and Duties - Variances**

(a) Upon appeal from a decision by the Zoning Officer, the Zoning Hearing Board shall have the power to vary or adapt the strict application of any of the requirements of this Ordinance in the case of exceptionally irregular, narrow, shallow, or steep lots, or other exceptional physical conditions whereby such strict applications would result in practical difficulty and unnecessary hardship depriving the owner of the reasonable use of land or building involved, but in no other case.

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<sup>8</sup>Certain variances are, by decisions of courts of the Commonwealth, outside of the traditional grounds, *e.g.*, *de minimis* dimensional variances.

(b) In general, the power to authorize a variance from the terms of this Ordinance shall be sparingly exercised and only under peculiar and exceptional circumstances.

(c) No variance in the strict application of the provisions of this Ordinance shall be granted by the Board unless the Board finds that all the below requirements and standards are satisfied.

The applicant must prove that the variance will not be contrary to the public interest and that practical difficulty and unnecessary hardship will result if it is not granted. In particular, the applicant shall establish and substantiate his appeal to prove that the appeal for the variance is in conformance with the requirements and standards listed below:

(1) That the granting of the variance shall be in harmony with the general purpose and intent of this Ordinance, and shall not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(2) That the granting of the variance will not permit the establishment within a District of any use which is not permitted in that District.

(3) There must be proof of unique circumstances: There are special circumstances or conditions, fully described in the findings, applying to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or buildings and do not apply generally to land or buildings in the neighborhood, and that said circumstances or conditions are such that the strict application of the provisions of this Ordinance would deprive the applicant of the reasonable use of such land or building.

(4) There must be proof of unnecessary hardship: If the hardship is general, that is, shared by neighboring property, relief can be properly obtained only by legislative action or by court review of an attack on the validity of the ordinance.

(5) That the granting of the variance is necessary for the reasonable use of the land or building and that the variance as granted by the Board is the minimum variance that will accomplish this purpose. It is not sufficient proof of hardship to show that greater profit would result if the variance were awarded. Furthermore, hardship complained of cannot be self-created; it cannot be claimed by one who purchased with



or without knowledge of restrictions, it must result from the application of the Ordinance; it must be suffered directly by the property in question; and evidence of variance granted under similar circumstances shall not be considered.

The Board may prescribe any safeguard that it deems to be necessary to secure substantially the objectives of the regulation or provisions to which the variance applies.

In addition, there is a plethora of decisions of various courts in this Commonwealth dealing with the granting of variances. It is a general principle of Pennsylvania law that variances should be granted only sparingly and only under exceptional circumstances. *Botula v. Zoning Board of Adjustment of the City of Pittsburgh*, 69 Pa. Commonwealth Ct. 164, 450 A.2d 637 (1982). *Schaefer v. Zoning Board of Adjustment of the City of Pittsburgh*, 62 Pa. Commonwealth Ct. 104, 435 A.2d 289 (1981). In order to establish an entitlement to a variance, a landowner must show that the zoning regulation uniquely burdens the property so as to create an unnecessary hardship and that the proposed variance will not have an adverse effect upon the public health, safety, or welfare. *Rushford v. Zoning Board of Adjustment of Pittsburgh*, 81 Pa. Commonwealth Ct. 274, 473 A.2d 719 (1984).

The Board considered this matter not under the traditional hardship grounds for a variance but under the doctrine of "natural expansion of a lawful nonconforming use" according to the line of cases established guiding such relief. Basically stated, the doctrine holds that a property owner has the right to expand a nonconforming use to provide for natural expansion in accommodation of increased trade, unless this expansion is inconsistent with the public interest, excessive, or the improper addition of a new use. *Whitpain Township Board of Supervisors v. Whitpain Township Zoning Hearing Board*, 121 Pa. Commonwealth Ct. 418, 550 A.2d 1355 (1988), *appeal denied*, 525 Pa. 639, 578 A.2d 932.

The Applicant testified that endoscopic procedures constitute 50% of his medical practice at present and although an endoscopic center is more than a mere medical office, the Board concluded that the Applicant was not seeking to add an additional new use and was merely seeking to accommodate the expansion in the field of colon and rectal medicine and required facilities. Endoscopic facilities such as that proposed to be operated by the Applicant are regulated by the Department of Health of the Commonwealth of Pennsylvania which set forth strict guidelines for the physical plant of these facilities, including the number of rooms and the minimum floor area of these rooms. The Applicant testified further, and the Board agreed and concluded, that while the Applicant could possibly install the facilities in a lesser amount of space, this would result in a two-floor operation with patients under sedation having to travel from one floor to the next, an obvious safety hazard. In addition, the Board agreed with the Applicant regarding the modern trend in medicine towards outpatient treatment and avoidance of expensive hospitalization for relatively minor procedures which could more easily be performed in a physician's office rather than the hospital.

A municipality does not have the power to prevent an owner from making additions to his nonconforming enterprise so as to limit its natural expansion and the accommodation of increased trade. *Appeal of Gemstar/Ski Brothers*, 133 Pa. Commonwealth Ct. 115, 574 A.2d 1201 (1990).

In cases such as this, however, a variance is needed to expand the nonconforming use where the proposed expansion conflicts with the dimensional requirements of the Ordinance. *Jenkintown Towing Service v. Zoning Hearing Board*, 67 Pa. Commonwealth Ct. 183, 186, 446 A.2d 716, 717 (1982). The Applicant was not required to meet traditional variance criteria; rather, "[w]here the application to expand faces . . . a percentage limitation directed at non-conforming use expansion in particular, entitlement to

a variance for expansion beyond those restrictions must be based upon a showing that the proposal involves a modernization or other revision essential to the continued viability of the business as distinguished from merely 'taking advantage of the normal increase' of the business". *Horsham Township Appeal*, 103 Pa. Commonwealth Ct. 508, 511-512, 520 A.2d 1226, \_\_\_\_ (1987).

Here, the Applicant showed that colonoscopy constituted 50% of his existing medical practice and that the trend in modern health care is towards managed care by the physician in the physician's office rather than the hospital. In addition, the Board accepted the Applicant's testimony that patients' insurance carriers are beginning to require their insureds to go to physicians who can perform these procedures in their offices at much less cost to the insurance carrier and the patient than hospitals and that no such facilities presently exist in the City of Bethlehem (although such facilities do exist in Allentown and Easton). In the absence of the ability to adapt to this changing medical/insurance climate, the viability of the Applicant's present medical practice, as distinguished from his potential practice, is certainly in question. As such, the Board concluded that the Applicant was not seeking to merely take advantage of his increase in patients but rather to modernize so as to be competitive in the modern health care market and to maintain a viable colon-rectal practice in the City.

The Board was also mindful of its earlier decision in regard to a similar (although not similar for purposes of collateral estoppel or offensive use of *res judicata*, which is to be used only sparingly in zoning matters) previous application Dr. Eyvazzadeh for 100% expansion in 1992. The Board, which denied the application as presented in 1992 in a decision made in 1992, was upheld by the Court of Common Pleas of Northampton County. *Camille Eyvazzadeh, M.D. v. Zoning Hearing Board of the City of Bethlehem*, No. 1992-C-6893 (C.C.P., Northampton County, 1993). In 1992, however, the

Applicant presented no evidence that his business would suffer if he were not permitted to perform colonoscopies at his office and that the Appellant could continue to perform colonoscopies at the hospital.

In December 1994, however, the Applicant presented substantial, un rebutted evidence in this regard. The state of health care in the United States at this time is a matter of national concern and increasing scrutiny by the insurance industry after the abortive foray into nationalized health care by the Clinton Administration. Given the cost-consciousness of the populace and the health insurance carriers, minimization of complexity and cost of medical procedures is certainly in the best interest of the public. Although the approval of this proposal will certainly provide financial benefit to Dr. Eyvazzadeh, it will also provide City residents with an alternative which they may very well be required to use in order to obtain third-party coverage of their health care costs. Furthermore, the Board found that the Applicant was seeking the minimum variance (69%) necessary in 1994 rather than simply doubling the size of the existing building as was sought in 1992.

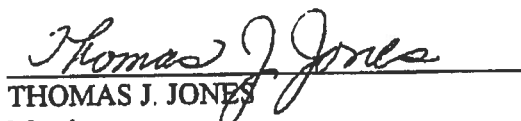
**VI. Decision of the Board**


Based upon the foregoing, the Board voted unanimously (2-0) to grant the relief sought by the Applicant as to both the special exception and variance as the natural expansion of a lawful nonconforming use.

ON BEHALF OF THE BOARD:

  
Dr. GORDON L. SOMMERS  
Chairman

  
KEVIN FRANK DAFFEL, Esq.  
Solicitor

  
THOMAS J. JONES  
Member

  
STEPHEN L. CHANTITZ  
Zoning Officer

DATE OF HEARING AND VERBAL DECISION: December 7, 1994

DATE OF WRITTEN NOTICE OF DECISION: December 8, 1994

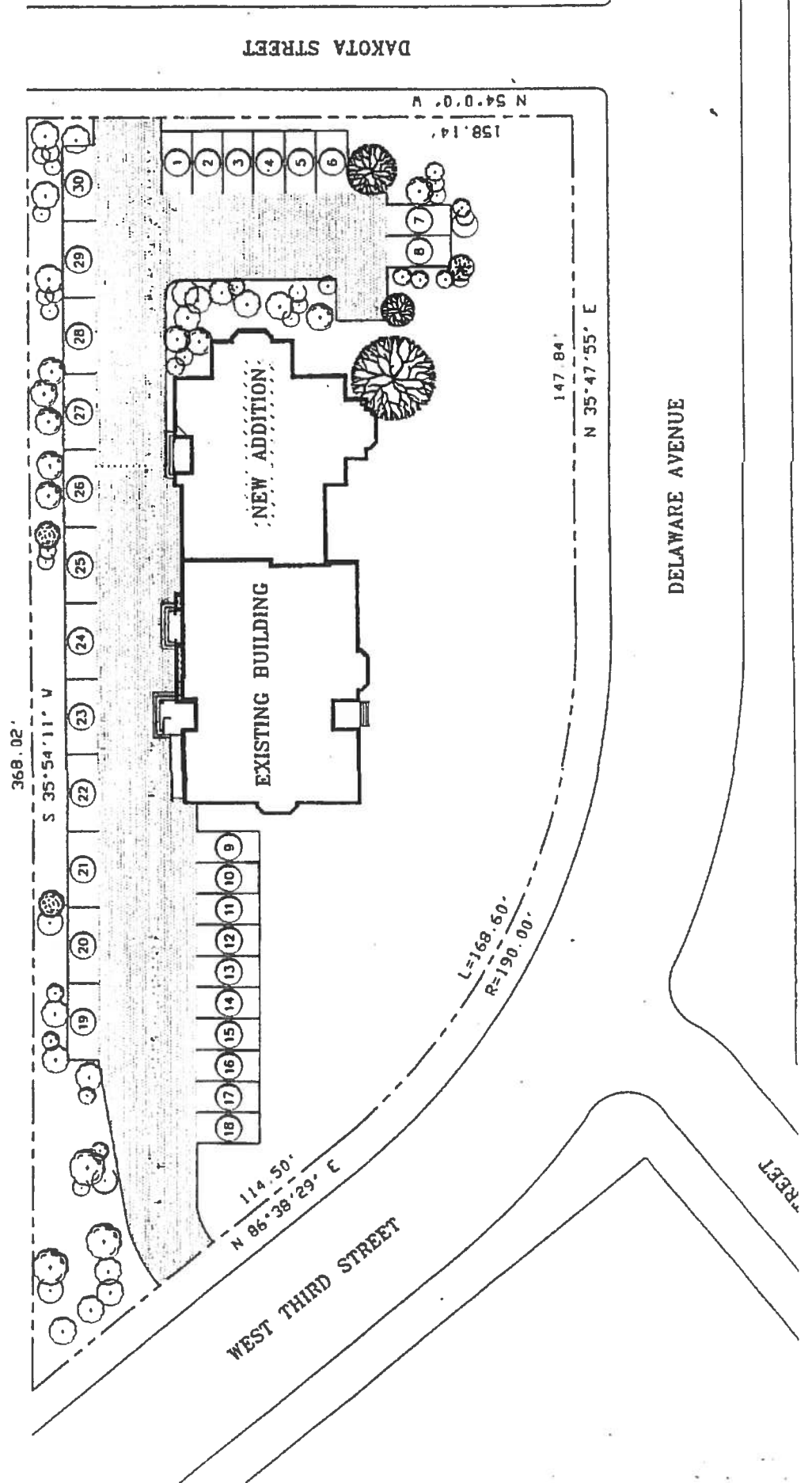
DATE OF FORMAL WRITTEN DECISION: January 9, 1995

**PROPOSED SITE DATA**

TOTAL SITE AREA: 43,867 SQ. FT.  
 TOTAL PARKING PROVIDED: 30 STANDARD STALLS  
 DRIVEWAY COVERAGE: 9,863 SQ. FT.  
 PARKING STALL AREA: 5,400 SQ. FT.  
 BUILDING AREA: 6,833 SQ. FT.  
 TOTAL SITE COVERAGE: 33,335 SQ. FT. (145 OF SITE AREA)  
 LANDSCAPE AREA: 23,532 SQ. FT. (155 OF SITE AREA)

**BUILDING DATA**

EXISTING BUILDING AREA: 7,675 SQ. FT.  
 PROPOSED NEW ADDITION: 5,168 SQ. FT.  
 PROPOSED NEW ADDITION: 149 OF EXISTING BUILDING

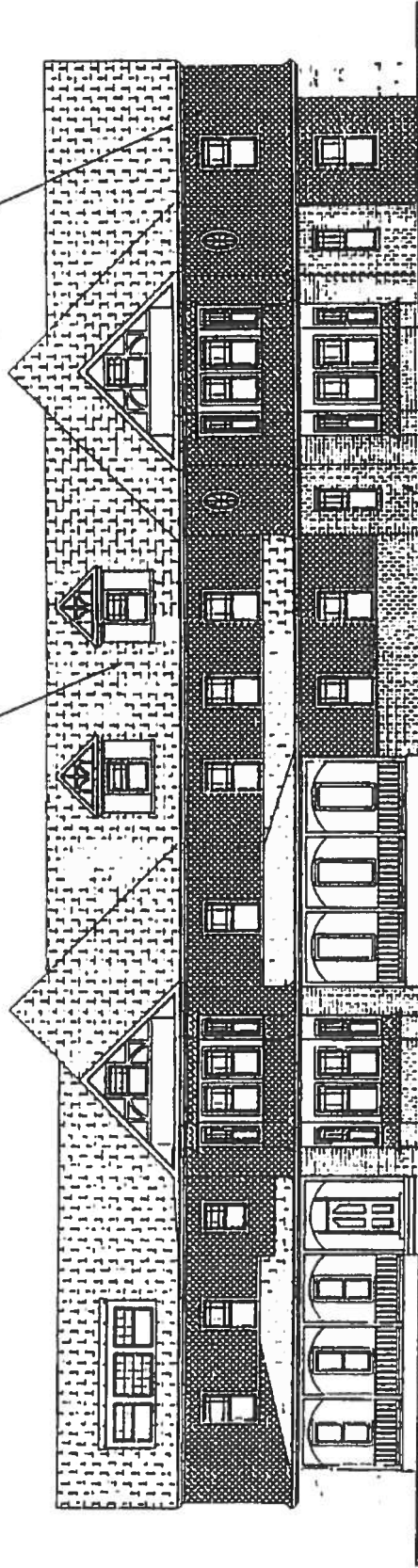


EXTERIOR FINISH TO MATCH  
EXISTING BUILDING

ROOFING TO MATCH  
EXISTING BUILDING

BRICK VENEER TO MATCH  
EXISTING BUILDING

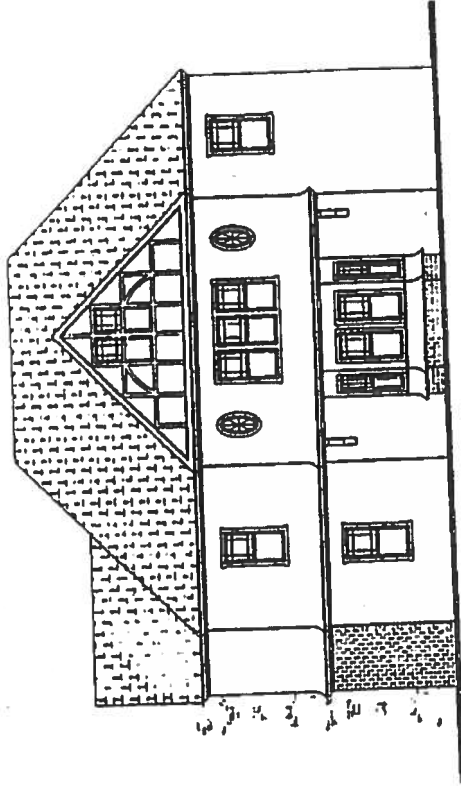
FRONT ELEVATION



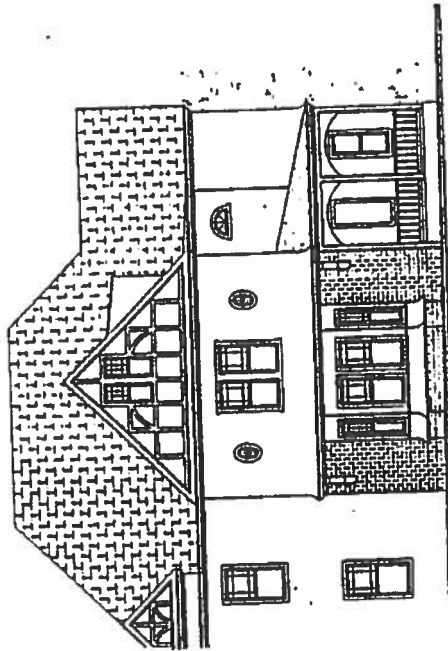


REAR ELEVATION





RIGHT ELEVATION



LEFT ELEVATION