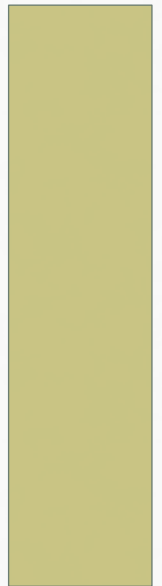


SOUTH FAYETTE
TOWNSHIP ZONING
HEARING BOARD
OCTOBER 26, 2011





515 MILLERS RUN ROAD
MORGAN, PA 15064
412-221-8700
FAX # 412-221-7798

ZONING HEARING BOARD

AGENDA October 26, 2011 7:00 PM

I. CALL TO ORDER

II. OLD BUSINESS

III. NEW BUSINESS

- A. APPLICATION 11-2011 A REQUEST FOR A VARIANCE TO ARTICLE XI OF THE TOWNSHIP CODE, SECTION 240-65 A MINIMUM LOT AREA, SECTION 240-65 B MINIMUM LOT WIDTH, SECTION 240-65 C. MAXIMUM IMPERVIOUS SURFACE COVERAGE, SECTION 240-65 D MINIMUM FRONT YARD AND SECTION 240-65 F MINIMUM SIDE YARD. THE PROPERTY IS PRESENTLY A VACANT, CONFORMING RESIDENTIAL UNIT IN AN I-P ZONING DISTRICT. THE PROPERTY IS LOCATED AT 715 MILLERS RUN ROAD, ZONED I-P. THE APPLICANT IS JEFFCO ENTERPRISES

IV. OPEN DISCUSSION

V. ADJOURNMENT

TOWNSHIP OF SOUTH FAYETTE ZONING HEARING BOARD

APPLICATION NO.		DATE:	
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THE UNDERSIGNED APPLICANT HEREBY : (CHECK APPROPRIATE BOX(S)).

	APPEALS FROM A DETERMINATION OF THE ZONING OFFICER
	REQUESTS A SPECIAL EXCEPTION
<input checked="" type="checkbox"/>	REQUESTS A VARIANCE
	CHALLENGES THE VALIDITY OF A ZONING ORDINANCE OR MAP
	REQUESTS OTHER RELIEF WITHIN THE JURISDICTION OF THE ZONING HEARING BOARD AS ESTABLISHED IN SECTION 909.1(a) OF THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE

PROPERTY INFORMATION

ADDRESS/LOCATION	715 Millers Run Road		
TAX ID NUMBER	401-C-10	SIZE OF PROPERTY	9,933.60 S.F.
PRESENT ZONING	I-P	PRESENT USE	residential
GENERAL CHARACTER OF NEIGHBORHOOD	Mixed residential - Industrial Park		

APPLICANT INFORMATION

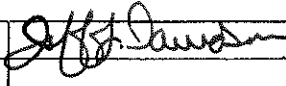
NAME	Jeffco Enterprises, Inc.		
ADDRESS	717 Millers Run Road		
TELEPHONE #	412-221-4660	E-MAIL	

PROPERTY OWNER INFORMATION (If different than Applicant information)

NAME	Richard Sikorski <i>ESTATE; ROY SIKORSKI EXECUTOR</i>		
ADDRESS	715 Millers Run Road		
TELEPHONE #	<i>(412) 279-4612</i>	E-MAIL	

APPLICANT REPRESENTATIVE INFORMATION

<input checked="" type="checkbox"/>	I AM NOT REPRESENTED BY AN ATTORNEY IN CONNECTION WITH THIS APPLICATION
	I AM REPRESENTED BY AN ATTORNEY
	ATTORNEYS NAME, ADDRESS AND PHONE NUMBER

APPLICANT SIGNATURE		DATE	9/1/11
OWNER SIGNATURE		DATE	

Application submission deadline is the first Monday of the month preceding the month that the Application will be heard by the Zoning Hearing Board. Application must be received by the Township Secretary by 4:30 PM at the Township Building located at 515 Millers Run Road, Morgan, PA 15064.

By Signing above the applicant/owner has acknowledged receipt and review of the South Fayette Township General Instruction for Zoning Hearing Board Application.

**ZONING HEARING BOARD
HEARING INFORMATIONAL QUESTIONNAIRE
(Complete Applicable Section(s) Only)**

Appeal from Determination of Zoning Officer – Complete this Section

The action taken was:	
The date action was taken	
The action was in error because:	

Attached a copy of any written order issued by the Zoning Officer in connection with this matter

Request for a Special Exception

Nature of Special Exception sought is:					
The Special Exception is allowed under	Article		Section		subsection
	of the South Fayette Township Zoning Ordinance				
The reason for the request is:					
If applicable, attach documentation demonstrating compliance with all applicable standards set by the Township Zoning Ordinance for this Special Exception.					

Request for a Variance

Nature of the Variance sought is:	Lot area, lot width, front yard, side yard & impervious coverage of non-conforming use.				
The Variance if from See attached	Article		Section		Subsection
	of the South Fayette Township Zoning Ordinance				

The nature of the unique circumstances and the unnecessary hardship justifying this request for a variance is:

See attached.

Challenging the validity of a Zoning Ordinance or Map

Identify the provision of the ordinance or map which you believe to be invalid:

The challenge is ripe for decision because:

The provision challenged is invalid because:

Attach a copy of the ordinance and/or map you are challenging.

VARIANCE REQUESTS FOR DEVELOPMENT

OF PROPERTY LOCATED AT

715 MILLERS RUN ROAD

Property is presently a vacant, non-conforming, residential use in the Industrial Park Zoning District.

The variances requested are from: Article XI Section 1102

- A - Minimum lot area
- B - Minimum lot width
- C - Max. impervious surface coverage
- D - Minimum front yard
- F - Minimum side yard

1. There are unique physical circumstances, specifically the minimum lot area, the minimum lot width, the minimum front yard and minimum side yard, all of which are extreme and unnecessary hardships created by the provisions of the Ordinance.
2. Because of the physical circumstances created by the Ordinance there is absolutely no possibility that the property can be developed in strict conformity with the provisions of the Ordinance and the authorization of a variance is necessary to enable reasonable use of the property for the zoning district in which it is located.
3. Minimum front and side yards overlap, rendering the property virtually unbuildable without relief, for any use, of any kind.
4. The above unnecessary hardships have not been created by the appellant.
5. The variance requests, if authorized, will not alter the essential character of the neighborhood, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.
6. The neighborhood is presently a mix of non- conforming residential use and industrial park.

7. If authorized, the variance will represent the minimum variance necessary to afford relief and will represent the least modification possible of the regulations in issue.

715 MILLERS RUN ROAD

SOUTH FAYETTE TOWNSHIP

ZONED – INDUSTRIAL PARK

	REQUIRED	EXISTING	PROVIDED	VARIANCE REQ'D.
Min. Lot Area	40,000 S.F.	9,933.60 S.F.		30,066.40 S.F.
Min. Lot Width	150 FT.	120 FT.		30 FT.
Min. Front Yard	50 FT.		21.78 FT.	28.22 FT.
Min. Rear Yard	N/A Cor. Lot			
Min. Side Yard	30 FT.		6 FT.	24 FT.
Max. Impervious Coverage	65 %		69 %	4 %

N/F
ROY BARKAND

I.P.
SET

S. 1° 13' E.
82.80'

3.31'

2 STY.
FR. DWLG.
#4

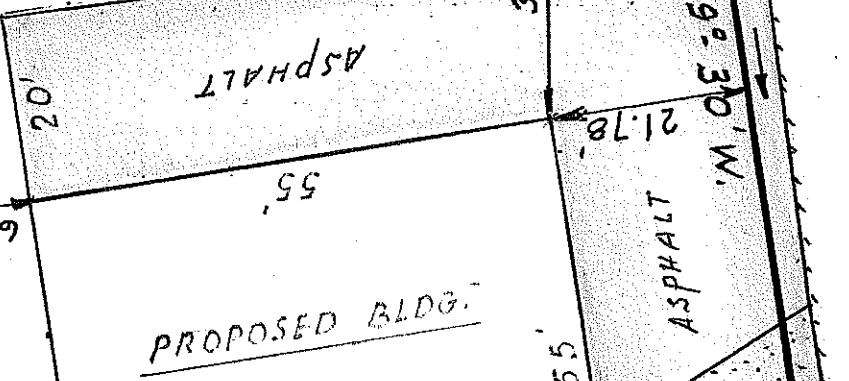
2.33'

I.P.
SET

N/F
RICARDO FERNANDES

120.00'

N. 79° 30' E.
4.33'



PROPOSED BLDG.

2 STY.
FR. DWLG.

#713 I.P.
SET

26.78'

5'

2.02'

#715

5'

25.86'

20'

R/W LINE

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

20'

MILLERS RUN ROAD

LEE STREET

25'

120.00'

Ex.
I.P.

SURVEYOR OF THE COM-
RTIFY TO, AND SOLELY
ON THIS PLAN, THAT THIS
ON THE PREMISES THE
N OF ALL STRUCTURES,
I AN INSPECTION OF THE
TO BE REPRODUCED IN
BY ANYONE OTHER THAN
EEN PREPARED. COPIES
SSION SEAL ARE FOR

R. Abue

NO. 216-A
26.78'

Real Estate Sales Agreement

THIS AGREEMENT, Dated June 30, 2011 is hereby made between the following Parties:

BUYER:
JEFFCO ENTERPRISES, INC

717 Millers Run Road
McDonald, PA 15057

SELLER:
ROY SIKORSKI, EXECUTOR
of the Estate of Richard Sikorski, Deceased
29 Dorrington Road
Carnegie, PA 15016

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Seller and Buyer agree as follows:

1. **SALE OF PREMISES.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following "Premises":

**Property Address: 715 Millers Run Road
McDonald, PA 15057**

**Legal Description: Lot #2, JNO Herckman Plan
Parcel ID# 0401-C-00010
South Fayette Township, Allegheny County, Pennsylvania**

2. The sale shall include all improvements and fixtures attached to the Premises and used in connection therewith, if any. Seller will deliver to Buyer on the closing a bill of sale for any personal property sold, which Seller guarantees is fully paid for.
3. **PURCHASE PRICE.** The purchase price for the Premises and any items of personal property is \$62,000.00 (Sixty Two Thousand Dollars), payable in U.S. Dollars as follows:
 - a. The initial earnest money deposit (the "Deposit") is \$2,000.00. The Deposit will be paid by check or certified funds within (5) five business days of a Sales Agreement being fully executed. The Deposit will be held in escrow until the sale is closed, at which time this money will be credited to the Buyer, unless this Offer is otherwise terminated and the Deposit is returned to Buyer;
 - b. The balance of the Purchase Price will be paid in cash, certified funds, wired funds or equivalent in financing at closing unless otherwise provided in this Agreement, subject to adjustments.
4. **DEED.** At time of closing, the Premises will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances and easements with the following exceptions: all easements, rights of way, covenants and restrictions of record; current and future real estate taxes and assessments; zoning and other governmental laws and regulations. Seller, at its sole cost, shall furnish Buyer with a preliminary report or abstract of title from a reputable title company as soon as possible after the execution of this Agreement. Buyer shall give written notice to Seller of any objections to title within (10) ten business days of receipt.

Conveyance by Seller shall be by Fee Simple Deed of Special Warranty. Payment of transfer taxes will be divided equally between Buyer and Seller.

5. **CLOSING.** The deed will be delivered and the purchase price paid within (30) thirty days of the Additional Provisions listed in Paragraph #22 of this Agreement being satisfied, unless extended in writing by the Parties. The closing will be held at the office of Fredrich Earl Liechti, Esquire, 7190 Steubenville Pike, Oakdale, PA, 15071, who will also act as Escrow Agent. The sale will be closed according to the usual and customary closing procedures in effect in Allegheny County, Pennsylvania where the Premises is located. At the closing, Seller and Buyer agree to execute and deliver to the other all instruments required by law or which may reasonably be requested by the other party or the closing agent.

Real Estate Sales Agreement

The following closing costs will be paid by the Buyer:

- a. Title search and title insurance.
- b. Flood insurance, fire insurance or hazard insurance.
- c. Appraisal fees and any lender fees.
- d. Buyer's customary closing costs and accruals.

The Seller will obtain and pay for any survey(s) required by the title insurance company to prepare or correct the legal description for the Premises, and any other customary Seller closing costs and accruals.

6. **MECHANIC'S LIENS.** At the closing, Seller will furnish to Buyer an affidavit attesting that no work has been performed on the Premises for which a mechanic's or materialman's lien could attach. If any work was performed on the Premises for which a lien has or may attach, Seller will obtain and deliver to Buyer appropriate lien waivers and releases executed by all contractors, subcontractors and suppliers, in addition to the seller's affidavit.
7. **DEFECTIVE TITLE.** If Seller shall be unable to deliver title or make conveyance as provided herein, Buyer, at its option, may (i) terminate this Agreement whereupon the deposit shall be refunded to Buyer and all obligations of the parties shall cease, or (ii) waive the defects and accept whatever title Seller is able to convey, without any reduction in the purchase price and as a full performance by Seller.
8. **POSSESSION.** At the closing, the Premises and all improvements, fixtures and items of personal property, if any, will be delivered to Buyer in their present condition, reasonable wear and tear excepted. Possession is to be delivered by deed, existing keys and physical possession to the vacant Premises free of debris, with all structures broom clean on the day and time of closing. The Premises shall be free of all occupants, tenants and personal possessions, except as may otherwise be provided herein. Buyer shall be allowed to inspect the Premises prior to the closing to determine whether the Premises complies with this section.
9. **ADJUSTMENTS.** Current property taxes, regular and special assessments, water and sewer charges, fuel, rents, interest, insurance, operating expenses and other customary matters, if any, shall be prorated between the parties on the closing. Seller will pay up to and including the day of closing, and Buyer will pay for all days following the closing.
10. **RISK OF LOSS.** Seller, at its sole cost, shall keep the Premises insured for the full insurable value until the closing. Seller shall bear the risk of all loss or damage to the Premises from all causes until the closing. Should there be any damage that is not restored by Seller to its former condition by the closing, Buyer, at its option, may (i) terminate this Agreement and any deposit shall be refunded to Buyer, or (ii) purchase the Premises and be entitled to all insurance proceeds upon payment of the purchase price.
11. **INSPECTION(S).** The Premises is being sold in an "as is" condition, therefore Buyer hereby waives the requirement for any inspection(s) by a qualified home inspector.
12. **BUYER'S DEFAULT.** Upon default by Buyer, Seller may retain the deposit as liquidated damages as its sole remedy.
13. **SELLER'S DEFAULT.** Upon default by Seller, Buyer may treat this Agreement as terminated and be entitled to the return of the deposit as its sole remedy.
14. **BROKER'S COMMISSION.** Seller and Buyer promise that they have not dealt with any broker or finder in connection with this sale. In the event of any claim by any broker or finder, the party who procured such broker or finder will pay the claim in full.
15. **ATTORNEY'S FEES.** In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees. The parties shall be individually responsible for payment of any attorney fees incurred for services in connection with the sale or closing of the Premises.

Real Estate Sales Agreement

16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties and is subject to no understandings, conditions or representations that are not set forth herein. This Agreement may only be amended in writing and signed by both parties. Time is of the essence in the performance of this Agreement.
17. **JOINT AND SEVERAL LIABILITY.** Each person signing this Agreement as Seller and Buyer shall be jointly and severally liable for the performance of every term and condition of this Agreement.
18. **INVALID PROVISION.** If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
19. **PARTIES BOUND.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
20. **GOVERNING LAW.** This Agreement shall be governed by and enforced in accordance with the laws of the state of PA.
21. **CAPTIONS.** The captions in this Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.
22. **ADDITIONAL PROVISIONS:**

The Buyer's intended use of the Premises requires Industrial Park (IP) zoning from South Fayette Township. Additionally, Buyer will need to obtain various permits from South Fayette Township in order to alter the Premises for Buyer's intended use. This Agreement is therefore contingent upon Buyer successfully obtaining any and all zoning approvals or permits from South Fayette Township for its intended use of the Premises prior to closing. In conjunction with this process, Buyer will need the services of an engineer to develop a site plan and to survey for the Premises. Seller hereby grants Buyer, and Buyer's agents, access to the Premises and agrees to cooperate with Buyer during the township approval process. Buyer agrees to pay any expenses incurred during the township zoning and permitting process, regardless of the outcome.
23. **RIDERS.** The riders and exhibits, if any, attached hereto and initialed by the parties are made a part of this Agreement.

THIS IS A BINDING LEGAL CONTRACT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

IN WITNESS WHEREOF, this Agreement has been executed on the dates indicated below, and shall become effective as of the latest date.

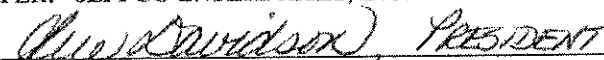
SELLER:



Roy Sikorski
Executor of the Estate of Richard Sikorski, Deceased

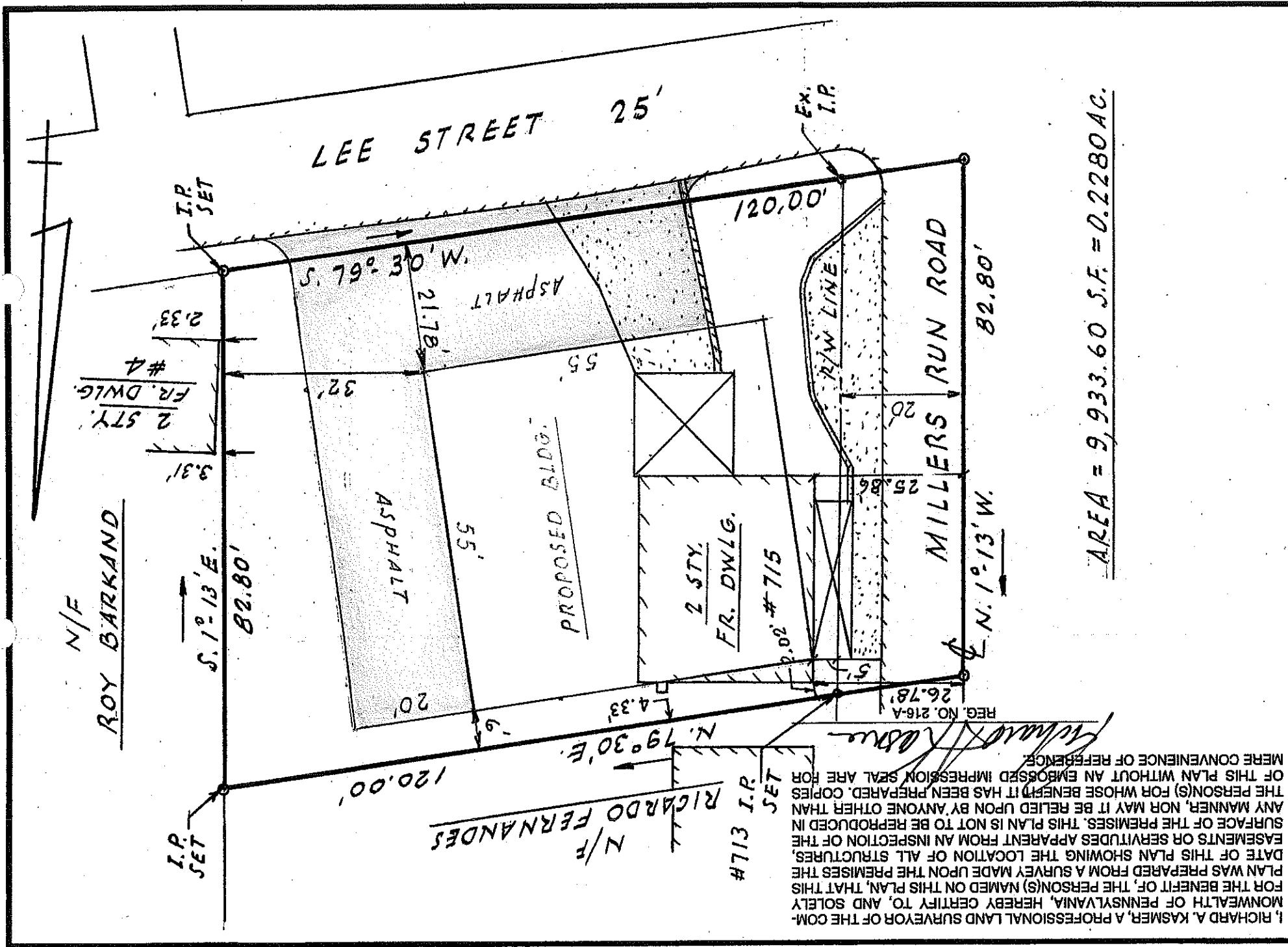
6-23-11
Date

BUYER: JEFFCO ENTERPRISES, INC.



By Sue Davidson, President

6/30/11
Date



AREA = 9,933.60 S.F. = 0.2280 AC.

I, RICHARD A. KASMER, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, HEREBY CERTIFY TO, AND SOLELY FOR THE BENEFIT OF, THE PERSON(S) NAMED ON THIS PLAN, THAT THIS PLAN WAS PREPARED FROM A SURVEY MADE UPON THE PREMISES THE DATE OF THIS PLAN SHOWING THE LOCATION OF ALL STRUCTURES, EASEMENTS OR SERVITUDES APPARENT FROM AN INSPECTION OF THE SURFACE OF THE PREMISES. THIS PLAN IS NOT TO BE REPRODUCED IN ANY MANNER, NOR MAY IT BE RELIED UPON BY ANYONE OTHER THAN THE PERSON(S) FOR WHOSE BENEFIT IT HAS BEEN PREPARED. COPIES OF THIS PLAN WITHOUT AN EMBOSSED IMPRESSION SEAL ARE FOR MERE CONVENIENCE OF REFERENCE.

PLAN OF PROPERTY

MADE FOR	JEFFCO ENTERPRISES, INC.	
SITUATE IN	SOUTH FAYETTE TWP.	
PBV - PG -	ALLEGHENY COUNTY, PA	
KASMER ENGINEERING & SURVEYING 110 BOXWOOD DR. BRIDGEVILLE, PA 15017	DATE: July 8, 2011	
	SCALE: 1" = 20'	1125

REV. 7-14-11
8-31-11