

LAND USE AGREEMENT

REGARDING DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF OPERATION

This Land Use Agreement is made this 10th day of March 2015 among Triple A AutoPartners LLC., Arafha Abyzud, Dorothy Selgrath, Maghawry Abyzud and Marwa Admed Abdel Satter Mohamed Khedr (hereinafter "Applicants") a Pennsylvania Corporation and individuals with offices at 5134 Rochelle Avenue, Philadelphia, PA 19128 and Wissahickon Interested Citizens Association ("WICA") a Pennsylvania Non Profit Corporation with offices at 123 Kalos Street, Philadelphia, PA 19128.

WHEREFORE, Applicants are the tenants and owners of the property known as 5134 Rochelle Avenue in Philadelphia, PA ("Subject Property") and

WHEREAS, Applicants operate an Automobile Repair Shop on the Subject Property which was formerly operated as Superior Auto Repair Inc. and

WHEREAS, Applicants are desirous of legalizing certain uses, extensions and additions that have been and will be added to the Subject Property as well as legalizing an adjacent café for the sale of coffee and gelato and legalization of 4 parking spots, one being handicap accessible.

WHEREAS, WICA is a community association composed of concerned neighbors who became involved in issues regarding land use and other health safety and welfare issues in the Wissahickon community bounded by Ridge Avenue, Hermit Street, Henry Avenue and the Wissahickon Creek and

WHEREAS, the Subject Property and Applicants use of the Subject Property falls within the geographic boundaries of WICA and

WHEREAS Applicants and WICA on behalf of its members and the residents who are interested in the immediate neighborhood surrounding the Subject Property are desirous of reaching an agreement as to land use of the Subject Property and the conduct of Applicants Auto Repair and Café (takeout) and

WHEREAS, Applicants are seeking zoning relief from the Philadelphia Zoning Board of Adjustment ("ZBA") with regard to at ZBA Calendar No. 24-248 (Zoning Appeal) and

WHEREAS, this Agreement is intended to set forth the understanding between the parties as to Applicants use of the Subject Property for Auto Repair and the adjacent Café takeout.

NOW THEREFORE, in consideration of the mutual promises contained herein including WCA's support of Applicants zoning appeal and one dollar (\$1.00) consideration which has been received from Applicants, the proprietors of the Subject Property, hereby agree that the following

conditions, restrictions and limitations on the form, manner and use of the Subject Property shall be recorded in the Office of the Recorder of Deeds for Philadelphia County as covenants running with the land and shall be binding upon Applicants their assigns, successors, licensees and lessees.

A) USES

1. Applicants will use the property as Triple A AutoPartners LLC and a café serving gelato and coffee and are seeking a special exceptions/permit for the legalization of the erection of one (1) accessory flat wall sign and proposed (2) accessory window signs, one accessory door sign, proposed creation of (2) tenant spaces from (1) Tenant space. Space A- for an auto repair shop/personal vehicle repair and maintenance and sale of new and used tires and rims (vehicle equipment and supplies, sales and rental) Space B- proposed coffee shop to include smoothies and ice cream (no seating, take-out only) (take out restaurant) in an existing structure with five (5) accessory off street parking spaces including one (1) handicapped and accessible parking space size and locations as shown in the application.
2. As a result of several meeting with WICA the following Proviso's (covenants) have been agreed to:

5134 ROCHELLE PROVISOS

B) These provisos have been agreed upon by the owners of Applicants and WICA's Zoning Committee.

1. Applicants will post small sign stating "No Parking on Sidewalk"
2. Applicants will install planters along Rochelle to block cars from going through the parking lot between Ridge and Rochelle. Applicants will install planters to block off the area of the lot near gelato shop to avoid illegal/temporary parking in non-parking area.
3. Applicants will plant trees along Rochelle per architect's rendering of property as the city allows.
4. Applicants will cordon off the parking lot after hours with collapsible bollards .
5. There will be total of 4 parking spaces in the lot (one of which will be handicapped parking).
6. No vehicles to be parked on street after hours by the principles of

Applicants it's agents or employees.

7. There will be no internally animated or illuminated signage.
8. There will be no free standing/hanging sign for coffee/gelato shop (window sign only).
9. There will be no outside dumpsters or retainers other than a free standing receptacle near the café.
10. There will be no standing sign at corner of Ridge Street and Rochelle.
11. There will be no parking by the principles, employees or agents of Applicants of vehicles without proper inspection, registration, license plates, etc on public streets.
12. There will be sign to customers stating "No Parking in Street".
13. There will be no banners and/or attention flags to be displayed.
14. There will be no dumpsters or other storage of any kind outside of the building. All trash storage to be inside the building aside from the one receptacle near the café.
15. There will be no exterior displays (ie, no auto parts displayed for sale).
16. The hour of auto repair operation will be 7 am to 8 pm. No mechanic work after hours. [Auto repair garage vacated between 9:00 pm and 6:00 am]. Principals will be allowed to use the office after hours.
17. The neighboring properties 8 and 10 Osborne won't be used and won't be sought to rezone as ancillary or accessory use for the business at 5134 Rochelle.
18. There will be no work, (beyond routine tire inflation and immediate plugging or tire change) which shall be performed outside of the garage bays. There are to be no oil changes, disassembling of cars and cars are not to be washed or detailed outside of the confines of the building.

B) PARKING Applicants will monitor the parking of it's employees and patrons and remind it's patrons to observe all posted parking signs.

C) MECHANISM FOR CONTINUED COMMUNICATION BETWEEN THE PARTIES:

It is recognized that:

1. There will be a continuing need for Applicants and WICA to be available to meet and discuss any questions or concerns throughout the term of this Agreement (meet and discuss).
2. All disputes arising out of the interpretation of this document and/or the maintenance and operation of the Subject Property shall initially be discussed between Applicants and WICA before either party can resort to any available legal and/or equitable remedies.
3. Either Applicants or WICA can present a request to the other for an interpretation and/or resolution of a dispute under the terms and conditions of this Land Use Agreement. WICA and Applicants shall hold a first meeting together within fifteen (15) days of any request of either party to this land Use Agreement. Following the prompt meeting Applicants and WICA shall advise each other in writing within ten days (10) days as to whether a resolution can be reached. If a resolution can be reached, a ten (10) day cure period shall be allowed before either party may resort to any available legal and equitable remedies. It is the express intent of the parties that this process serve as a way of mediating any differences that may arise between the parties. If a dispute can not be resolved in accordance with this Section C then the parties may resort to any available legal and equitable remedies as set forth in Paragraph C4 below.
4. In the event of any violation of these covenants or restrictions on operations, all legal and equitable remedies, including without limitation, injunctive relief, specific performance and damages shall be available to WICA. Neither the failure of WICA to enforce any covenant or condition herein, nor the waiver of any right hereunder, shall discharge or invalidate such covenant or provision, nor disable WICA from enforcement in the event of any subsequent breach of such covenant or provision. It is further agreed that if WICA shall have a decision in its favor than Applicants shall reimburse WICA attorney fees.
5. The execution of this Agreement does not constitute a waiver by WICA of any right hereafter acquired to initiate or support other community efforts to enforce the requirements of the Code including those requirements pertaining to nuisance suits.

D) MAINTENANCE AND UPKEEP

1. Applicants will remain in the Subject Property and provide an interior trash area and be sensitive to issues regarding the maintenance of the Subject Property and its impact on other surrounding commercial properties as well as residential properties in the conduct of the repair business and café.

2. Applicants agree that they will not seek nor he erect any other extensions or additions to his Subject Property without appropriate required licenses and permits from the City of Philadelphia for such additions and extensions.

E) INTENTION OF PARTIES TO THIS LAND USE AGREEMENT

1. This Land Use Agreement shall act as a set of provisos which can be used and considered by the ZBA. It is understood and agreed by all parties that based on this Land Use Agreement representatives of WICA will appear before and forward a letter to the ZBA stating WICA's support for the granting of all required variances.

F) TIMETABLE

All exterior demolition and construction ("Exterior Work") set forth in this Land Use Agreement shall be commenced within one (1) year from the date of this Agreement and shall be completed within thirteen (13) months of commencement of Exterior Work ("Completion Month") Applicants shall pay WICA Five Hundred (\$500.00) Dollars for each month beyond Completion Month if all Exterior Work is not completed.

G) FUTURE REQUEST

Applicants agree not to make any changes, additions or alterations other than those as expressly provided in this Land Use Agreement without first consulting with WICA before any application is made to the City of Philadelphia. Applicants further agree not to make any changes, alterations and/or additions including signage without obtaining appropriate governmental approvals.

H) NOTICES

All notices and other communication under this Land Use Agreement shall be in writing and shall be deemed to have been given if delivered by facsimile or mailed first class postage prepaid to the following addresses (or to such other address as a party may hereafter designate for itself by notice to the other party:

- a) VINCENT ANTHONY DeFINO, ESQUIRE
2541 South Broad Street
Philadelphia, PA 19148
- b) Wissahickon Interested Citizens Association
132 Kalos Street
Philadelphia, PA 19128
Phone #: 215-560-3627
- c) Triple A AutoPartners LLC

5134 Rochelle Avenue
Philadelphia, PA 19128

I) EFFECT OF AGREEMENT

This Land Use Agreement shall be binding upon the parties, their heirs, successors, partners assigns and tenants. The owner of the Subject Property for itself, its subsidiaries partners, assigns and successors further agree that these covenants and restrictions shall apply to and be enforceable against the owners, its successors, transferees, assigns, licensees and lessees; and shall run with the land.

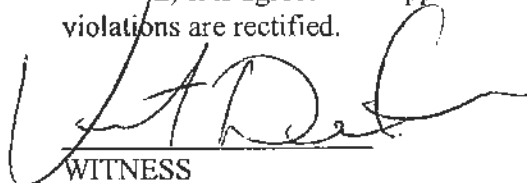
J) ENTIRE AGREEMENT

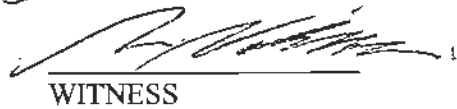
The Land Use Agreement represents the entire agreement by and between the parties. Any other terms and conditions must be reduced in writing. Any oral understanding which are not reduced to writing are not to be considered a part of this Land Use Agreement. The parties are permitted to amend the terms of this Land Use Agreement only by a mutually agreed upon writing.

K) RECORDING

Applicants agrees to cooperate in the execution of any documents necessary to record this Agreement.


L) It is agreed that Applicants will not perform any work on the premises until all code violations are rectified.

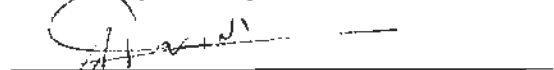

WITNESS


WITNESS

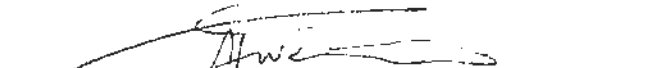
ATTEST:

ATTEST:

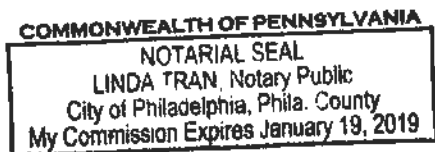

Arafha Abyzud, Triple A AutoPartners LLC


Arafha Abyzud, Individually


Dorothy Selgrath


Maghawry Abyzud


SWORN TO AND SUBSCRIBED BEFORE ME
THIS 10th DAY OF March 2015



AA-1
Marwa Ahmed Abdel Sattar Mohamed Kheds

[Signature] 3/10/15
Jon Miller, President Wissahickon Interested
Citizen Association

[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 10th DAY OF march 2015

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LINDA FRAN Notary Public
City of Philadelphia, Phila County
My Commission Expires January 19, 2019