

USE PERMIT		CITY OF PHILADELPHIA DEPARTMENT OF LICENSES & INSPECTIONS 1401 JOHN F KENNEDY BLVD PHILADELPHIA, PA 19102-1667		PERMIT NUMBER 568126	
SUBJECT TO REVOCATION IF FULL INFORMATION IS MISREPRESENTED OR NOT PROVIDED				FEE \$375.00	DATE 04/13/15
LOCATION OF WORK: 05134 ROCHELLE AVE PHILADELPHIA, PA 19128-3800				ZONING CLASSIFICATION CA-1	
OWNER RASHID MAGHAWRY SAIED ABOKHEDR 3405 W PENN ST PHILADELPHIA PA, 19129		APPLICANT TRIPLE A AUTO PARTNERS, LLC 5134 ROCHELLE AVE PHILADELPHIA, PA 19128		PLAN EXAMINER BINDU MATHEW	
				ZONING BOARD OF ADJUSTMENT DECISION CALENDAR # 24248 DATE 03/24/15	
THIS PERMIT DOES NOT AUTHORIZE ANY CONSTRUCTION UNTIL RELATED CONSTRUCTION PERMITS ARE ISSUED					
<p>UNDER REGULATIONS OF THE PHILADELPHIA ZONING ORDINANCE FOR Use Registration</p> <p>PROPOSED CREATION OF TWO (2) TENANT SPACES FROM ONE (1) TENANT SPACE; SPACE A - FOR PERSONAL VEHICLE REPAIR AND MAINTENANCE (PER PROVISO - ALL WORK TO BE DONE INSIDE THE GARAGE) AND VEHICLE EQUIPMENT AND SUPPLIES SALES AND RENTAL (PER PROVISO - NO EXTERIOR DISPLAY OF AUTO PARTS FOR SALE); HOURS OF OPERATION 7 AM TO 8 PM; SPACE B - PROPOSED TAKE OUT RESTAURANT IN AN EXISTING STRUCTURE WITH FOUR (4) ACCESSORY OFF STREET PARKING SPACES INCLUDING ONE (1) ACCESSIBLE PARKING SPACE; NO SIGN ON THIS PERMIT (SIZE AND LOCATION AS SHOWN IN THE APPLICATION).</p> <p style="text-align: right; font-size: 2em; font-weight: bold;">OFFICE COPY</p>					
SUBJECT TO THE FOLLOWING PROVISOS AS ESTABLISHED BY THE ZONING BOARD OF ADJUSTMENT: PER REVISED SITE PLAN (1 PAGE) STAMPED BY ZBA ON 3/24/15; AND PER LAND USE AGREEMENT DATED 3/10/15					
ANY PERSON AGGRIEVED BY THE ISSUANCE OF THIS PERMIT MAY APPEAL TO THE ZONING BOARD OF ADJUSTMENT (ZBA). FOR INSTRUCTIONS ON FILING AN APPEAL, PLEASE CONTACT THE ZBA AT 215-686-2429 OR 215-686-2430.					
IT SHALL BE THE OWNER'S RESPONSIBILITY TO SECURE THE APPROVAL OF THE PHILADELPHIA HISTORICAL COMMISSION PRIOR TO ANY ALTERATION TO A HISTORIC PROPERTY. TO CHECK THE HISTORIC STATUS OF A PROPERTY, CALL THE PHILADELPHIA HISTORICAL COMMISSION AT 215-686-7660.					
FOR ESTABLISHMENTS THAT PREPARE AND SERVE FOOD: APPLICANTS MUST OBTAIN ALL NECESSARY APPROVALS FROM THE HEALTH DEPARTMENT. SEPARATE PLAN REVIEWS AND FEES MAY BE REQUIRED. CONTACT THE PHILADELPHIA DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH SERVICES / OFFICE OF FOOD PROTECTION: 321 UNIVERSITY AVE. - 2ND Floor, PHILADELPHIA, PA 19104 TELEPHONE NUMBER: (215) 685-7495					
<p>LIMITATIONS:</p> <p>IN CASES WHERE NO CONSTRUCTION OR INTERIOR ALTERATIONS ARE INVOLVED, THIS PERMIT BECOMES INVALID SHOULD THIS USE NOT START WITHIN SIX (6) MONTHS FROM THE DATE OF ISSUANCE.</p> <p>IN CASE WHERE CONSTRUCTION OR INTERIOR ALTERATIONS ARE INVOLVED, A BUILDING PERMIT MUST BE OBTAINED WITHIN ONE (1) YEAR FROM THE DATE OF ISSUANCE OF THIS ZONING PERMIT OR NO LATER THAN TWO YEARS FROM THE ZONING BOARD OF ADJUSTMENT DECISION DATE.</p> <p>THIS PERMIT DOES NOT CONSTITUTE APPROVAL FROM ANY STATE OR FEDERAL AGENCY, IF REQUIRED.</p> <p>THIS PERMIT IS NOT A CERTIFICATE OF OCCUPANCY OR A LICENSE.</p>					
ALL PROVISIONS OF THE CODE AND OTHER CITY ORDINANCES MUST BE COMPLIED WITH, WHETHER SPECIFIED HEREIN OR NOT.					
POST A TRUE COPY OF THIS PERMIT IN A CONSPICUOUS LOCATION ON THE PREMISES					
POST WITH THE ASSOCIATED BUILDING PERMIT DURING THE CONSTRUCTION ACTIVITY.					
WHEN NO CONSTRUCTION IS PROPOSED, POST FOR THE FIRST THIRTY (30) DAYS OF OCCUPANCY.					

5134 ROCHELLE AVE

APPLICATION FOR ZONING / USE REGISTRATION PERMIT

(For office use only)
 APPLICATION # 568124

ZONING CLASSIFICATION CA-1 COMM

PREVIOUS APPLICATION NO. 568124

CITY OF PHILADELPHIA
 DEPARTMENT OF LICENSES AND INSPECTIONS
 MUNICIPAL SERVICES BUILDING - CONCOURSE
 1401 JOHN F. KENNEDY BOULEVARD
 PHILADELPHIA, PA 19102
 For more information visit us at www.phila.gov

LOCATION OF PROPERTY (LEGAL ADDRESS)
5134 Rochelle Avenue aka 5134 Ridge Avenue Phila., PA. 19129

PROPERTY OWNER'S NAME: MASHONEY AB0210
 PHONE # 267 5998671 FAX # _____

PROPERTY OWNER'S ADDRESS: 3424 W. Penn St
Phila. PA 19129
 LICENSE # _____ E-MAIL: mplicenutparts@us162.yahoo.com

APPLICANT: Dorothy Selgrath & Aratha Abouard
 FIRM/COMPANY: Not yet in-corporated "AmelFi Cafe"
 PHONE # _____ FAX # 215 438 2242

ADDRESS: 3465 West Penn Street
Phila PA 19129
 LICENSE # _____ E-MAIL: Selgrath@yahoo.com

RELATIONSHIP TO OWNER: TENANT/LESSEE ATTORNEY DESIGN PROFESSIONAL CONTRACTOR EXPEDITOR

TABULATION OF USES

FLOOR/SPACE #	CURRENT USE OF BUILDING/SPACE	Last Previous Use	Date Last Used
	<u>Storage / office as purchased</u>	<u>waiting area & storage</u>	<u>Nov 2013 / Today</u>
	<u>\$</u>	<u>as purchased</u>	

FLOOR/SPACE #	PROPOSED USE OF BUILDING/SPACE
<u>space B</u>	<u>Take-away coffee/beverages (hot) and smoothies and ice cream in summer with coffee year round. No parking</u>
<u>space A</u>	<u>Auto repair shop (ign. painting) & retail sale of new & used tires & fluids</u>

STORIES AND HEIGHTS FROM GROUND TO ROOF

HEIGHT IN FEET	EXISTING BUILDING			PROPOSED ADDITION / ALTERATION / NEW CONSTRUCTION		
	FRONT	SIDE	REAR	FRONT	SIDE	REAR
				<u>None except finish inside lighting and counters</u>		

BRIEF DESCRIPTION OF WORK/CHANGE
Coffee Shoppe, cafe for take away hot, cold beverage (non alcohol) year round with smoothies and ice cream (peel Italian gelato) in summer. The idea is european coffee and Italian gelato ice cream for a gourmet style take-a-way shoppe. Not seating for eat in. No eat in. We have not incorporated or applied for permits, cert fees, trainings until we know the zoning is permitted. Thank you. No signage except considering lettering on existing windows. See attached "idea" sketch on photos: 2 flat wall sign, 2 window signs & 1 window sign acc. for coffee shop. 1 door sign.

CONTINUED ON ADDITIONAL SHEET (ATTACHED) ACCELERATED REVIEW CHECK/RECEIPT/NO.

IS THIS APPLICATION IN RESPONSE TO A VIOLATION? NO YES VIOLATION # _____

All provisions of the Zoning code and other City ordinances will be complied with, whether specified herein or not. Plans approved by the Department form a part of this application. I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I further certify that I am authorized by the owner to make the foregoing application, and that, before I accept my permit for which this application is made, the owner shall be made aware of all conditions of the permit. I understand that if I knowingly make any false statement herein I am subject to such penalties as may be prescribed by law or ordinance.

APPLICANT'S SIGNATURE: Dorothy Selgrath DATE: 11-12-14

NOTICE OF: <input checked="" type="checkbox"/> REFUSAL <input checked="" type="checkbox"/> REFERRAL	CITY OF PHILADELPHIA DEPARTMENT OF LICENSES & INSPECTIONS, Municipal Services Building, Concourse Level 1401 John F. Kennedy Boulevard Philadelphia, PA 19102	DATE OF REFUSAL 12/05/14	APPLICATION # 568126
		ZONING DISTRICT(S) CA-1 (AUTO ORIENTED COMMERCIAL-1) & STEEP SLOPE PROTECTION AREA	

ADDRESS/LOCATION: 5134 ROCHELLE AVE SWC OSBORN ST THRU TO RIDGE AVE

APPLICANT: ARAFHA ABOUZED & DOROTHY SELGRATH (TENANT) ADDRESS: 3405 W. PENN ST, PHILADELPHIA, PA 19129

APPLICATION IS FOR LEGALIZATION OF THE ERECTION OF ONE (1) ACCESSORY FLAT WALL SIGN AND PROPOSED ONE (1) ACCESSORY FLAT WALL SIGN, ACCESSORY TWO (2) ACCESSORY WINDOW SIGNS, ONE (1) ACCESSORY DOOR SIGN. PROPOSED CREATION OF TWO (2) TENANT SPACES FROM ONE (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) ACCESSIBLE PARKING SPACE (SIZE AND LOCATION AS SHOWN IN THE APPLICATION).

PERMIT FOR THE ABOVE LOCATION CANNOT BE ISSUED BECAUSE IT IS NOT IN COMPLIANCE WITH THE FOLLOWING PROVISIONS OF THE PHILADELPHIA CODE. (CODES CAN BE ACCESSED ON LINE AT WWW.PHILA.GOV)


<u>CODE REFERENCE</u>	<u>PROPOSED</u>			
	THE PROPOSED USE IS REFUSED FOR THE FOLLOWING:			
TABLE 14-602-2	THE PROPOSED USE, PERSONAL VEHICLE REPAIR AND MAINTENANCE, IS PROHIBITED IN THIS ZONING DISTRICT.			
TABLE 14-602-2	THE PROPOSED USE, VEHICLE EQUIPMENT AND SUPPLIES SALES AND RENTAL, REQUIRES A SPECIAL EXCEPTION APPROVAL IN THIS ZONING DISTRICT.			
TABLE 14-602-2	THE PROPOSED, TAKE OUT RESTAURANT, REQUIRES A SPECIAL EXCEPTION APPROVAL IN THIS ZONING DISTRICT.			
14-803 (5) (d) & 14-803 (5) (e)	THE PROPOSED SURFACE PARKING LOT IS LOCATED ALONG A STREET FRONTAGE, A LANDSCAPED AREA OF AT LEAST FIVE FT WIDE OR A DECORATIVE MASONRY WALL OR ORNAMENTAL FENCE AT LEAST THREE FT. IN HEIGHT IS REQUIRED TO BE INSTALLED ALONG THE ENTIRE LENGTH OF THE PERIMETER OF THE SURFACE PARKING LOT THAT IS LOCATED ALONG A STREET FRONTAGE TO SCREEN THE VIEW OF THE PARKING AREA FROM THE STREET AND IS NOT BEING PROVIDED AND A MINIMUM OF 10% OF LANDSCAPING IS REQUIRED TO BE PROVIDED WITHIN THE INTERIOR SURFACE OF PARKING LOT AND IS NOT BEING PROVIDED AND IS PROHIBITED IN THIS ZONING DISTRICT.			
14-803 (2)	THE PROPOSED ACCESSORY PARKING SPACES DOES NOT PROVIDE ADEQUATE AISLES AND DRIVES AND IS PROHIBITED IN THIS ZONING DISTRICT.			
	<table border="0"> <tr> <td></td> <td style="text-align: center;">REQUIRED</td> <td style="text-align: center;">PROPOSED</td> </tr> </table>		REQUIRED	PROPOSED
	REQUIRED	PROPOSED		
14-803(1) (B) & TABLE 14-701-3	<table border="0"> <tr> <td>REAR YARD DEPTH AT PARKING</td> <td style="text-align: center;">5 FT</td> <td style="text-align: center;">0 FT</td> </tr> </table>	REAR YARD DEPTH AT PARKING	5 FT	0 FT
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14-803(1) (B) & TABLE 14-701-3	<table border="0"> <tr> <td>SIDE YARD DEPTH AT PARKING</td> <td style="text-align: center;">5 FT</td> <td style="text-align: center;">0 FT</td> </tr> </table>	SIDE YARD DEPTH AT PARKING	5 FT	0 FT
SIDE YARD DEPTH AT PARKING	5 FT	0 FT		
TABLE 14-803-1	<table border="0"> <tr> <td>AISLE WIDTH (90 DEGREES)</td> <td style="text-align: center;">24 FT</td> <td style="text-align: center;">0 FT</td> </tr> </table>	AISLE WIDTH (90 DEGREES)	24 FT	0 FT
AISLE WIDTH (90 DEGREES)	24 FT	0 FT		

FIVE (5) USE REFUSALS
 TWO (2) ZONING REFUSALS
 TWO (2) REFERRALS
 FEE TO FILE APPEAL: \$250

NOTE TO ZBA: STREETS DEPARTMENT AND PLANNING COMMISSION APPROVAL REQUIRED PRIOR TO ISSUANCE OF PERMIT.

LITTER CLEAN UP PLAN MUST BE SUBMITTED TO THE ZONING BOARD OF ADJUSTMENT AT THE HEARING AS REQUIRED IN TABLE 14-602-2 & SECTION 14-603 (6) OF THE PHILADELPHIA ZONING CODE.

CC:
 MAGHOWRY ABOZID
 3424 W. PENN ST
 PHILADELPHIA, PA 19129


 BINDU MATHEW
 PLANS EXAMINER

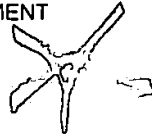
12/05/14
 DATE

NOTICE TO APPLICANT:
 AN APPEAL FROM THIS DECISION MUST BE MADE TO THE ZONING BOARD OF ADJUSTMENT, MUNICIPAL SERVICES BUILDING, 11TH FLOOR, 1401 JFK BOULEVARD, PHILADELPHIA, PA 19102, WITHIN THIRTY (30) DAYS OF THE DATE OF REFUSAL.

Binder
NOTICE OF DECISION

RRD 417
City of Philadelphia

ZONING BOARD OF ADJUSTMENT
1401 J. F. K. Blvd. - 11th Floor
Philadelphia, PA 19102-2097



APPLICATION #: 568126

DATE OF DECISION: 03/24/15

CAL #: 24248

ATTORNEY: VINCENT ANTHONY DEFINO, ESQUIRE
2541 SOUTH BROAD STREET
PHILADELPHIA PA 19111

DOROTHY SELGRATH
** tripleaautopartnersllc@yahoo.com*
other email selgrath@yahoo.com

APPLICANT: TRIPLE A AUTO PARTNERS, LLC
5134 ROCHELLE AVE
PHILADELPHIA PA 19128

OWNER: RASHID MAGHAWRY SAIED ABOKHEDR MARWA AHMED ABDEL S
33405 W PENN ST
PHILADELPHIA PA 19129

PREMISES: 5134 ROCHELLE AVE (SWC OSBORN ST THRU TO RIDGE AVE)

THIS IS NOT A PERMIT

The Zoning Board of Adjustment, having held a public hearing in the above numbered appeal, after proper public notice thereof, has decided that the request for (a) USE VARIANCE(S) is:

GRANTED WITH PROVISOS

ALL VARIANCES / CERTIFICATES / SPECIAL USE PERMITS GRANTED HEREIN ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. A PERMIT MUST BE OBTAINED FROM THE DEPARTMENT OF LICENSES AND INSPECTIONS, PUBLIC SERVICE CONCOURSE, 1401 J. F. K. BLVD., WITHIN ONE CALENDAR YEAR FROM THE DATE OF THIS DECISION.
2. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH PLANS APPROVED BY THE ZONING BOARD OF ADJUSTMENT.
3. A NEW APPLICATION AND NEW PUBLIC HEARING WILL BE REQUIRED FOR FAILURE TO COMPLY WITH THE FOREGOING CONDITIONS.
4. FURTHER CONDITIONS:

PER REVISED SITE PLAN(1 PAGE) STAMPED BY ZBA ON 3/24/15; AND PER LAND USE AGREEMENT DATED 3/10/15

By Order of the ZONING BOARD OF ADJUSTMENT
CAROL B. TINARI, Sec.

NOTE: All appeals from this decision are to be taken to the Court of Common Pleas of Philadelphia County within 30 days from the date of this decision.

BINDU Matthew

Cal. #24248

5134 Rochelle Ave 19128

267516 7572

04/06/2015 ** REPRINT ** 02:35P
RECEIPT # 1469006

CITY OF PHILADELPHIA

PHILADELPHIA, PA

Instrument # - 52899466 # Pgs: 9
Instrument: (DH) DEED MISCELLANEOUS
Access to Justice Fee 35.50
County Fee 2.00
Mapping Fee 10.00
State Writ Tax 0.50
Recording Fee 81.00
Records Improvement Fee - FDF D& 16.00
Philadelphia Housing Trust Fund 107.00
Total Instrument Fee 252.00

TOTAL CHARGES -----> 252.00

AMOUNT (Cash) RECEIVED -> 300.00

CHANGE -----> 48.00

Station :_cash10

*** RECEIPT ***

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 lessces; and shall run with the land.

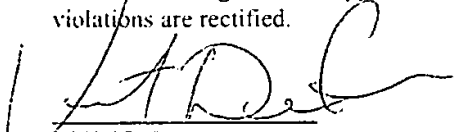
J) ENTIRE AGREEMENT

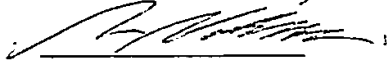
The Land Use Agreement represents the entire agreement by and between the parties. Any other terms and conditions must be reduced in writing. Any oral understanding which are not reduced to writing are not to be considered a part of this Land Use Agreement. The parties are permitted to amend the terms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

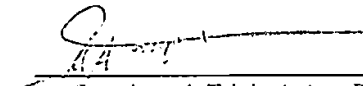
L) It is agreed that Applicants will not perform any work on the premises until all code violations are rectified.

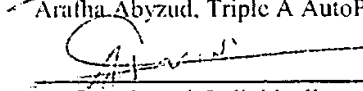

WITNESS


WITNESS

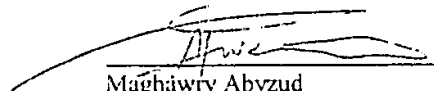
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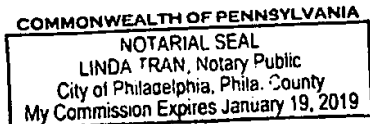

Aratha Abyzud, Triple A AutoPartners LLC


Aratha Abyzud, Individually


Dorothy Selfgrath


Maghawry Abyzud


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



Marwa Ahmed Abdel Sattar Mohamed Kheds

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

Linda Tran

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

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

