

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

**Northampton County**

Appeal & Application of Pure Light Properties, LLC Applicant	) ) )	Date: May 26, 2023  Re: 1201 E 3 <sup>rd</sup> Street
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**NOTICE OF RIGHT OF APPEAL  
OF AGGRIEVED PARTY**

You have the right to appeal this Decision if you are an “aggrieved party” under the Pennsylvania Municipalities Planning Code. You must appeal to the Court of Common Pleas of the county in which the subject property is situated. The City of Bethlehem is located partly in Northampton County and partly in Northampton County.

In order to properly file an appeal, you should seek the advice of a lawyer. Please note that neither the Zoning Officer nor the Zoning Hearing Board Solicitor is permitted to give you legal advice. **PLEASE DO NOT CALL THIS OFFICE.**

You must file your appeal in writing within thirty (30) calendar days of the date of this Decision or your right to such an appeal is lost.

**YOUR APPEAL PERIOD BEGINS**

**May 26, 2023  
(Date of Mailing)**

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

**Northampton County**

Appeal & Application of Pure Light Properties, LLC Applicant	) ) )	Date: May 26, 2023  Re: 1201 E 3 <sup>rd</sup> Street
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**DECISION**

**I. Preliminary Matters**

A public hearing was held on **April 12, 2023 at 6:00 PM** before the Zoning Hearing Board of the City of Bethlehem ("Board") regarding Applicant's appeal to the Board.

**A. Parties**

1. Applicant: Lenore Mohr appeared on behalf of Pure Light Properties, LLC ("Applicant"). Applicant was represented Michael D. Recchiuti Esquire.
2. Zoning Hearing Board: The Board comprised Terry Novatnack, William Fitzpatrick, Mary-Frances Stone. Steven T. Boell, Esquire, of Fitzpatrick Lentz & Bubba, P.C., represented the Zoning Hearing Board as its Solicitor. The Zoning Officer was Paige Stefanelli.
3. Protestant(s) / Interested Parties: William Carr of 1206 Railroad Ave. appeared at the public hearing and spoke in opposition to the relief.

**B. Notice**

Notice of the hearing was given by public advertisement, posting of the Property and regular mail to neighboring property owners pursuant to the applicable provisions of the

Pennsylvania Municipalities Planning Code,<sup>1</sup> the Zoning Ordinance of the City of Bethlehem<sup>2</sup> and the rules of the Board.<sup>3</sup>

### C. Property

The subject property is known as 1201 E 3<sup>rd</sup> Street, Bethlehem, Northampton County, Pennsylvania (the "Property").

## II. Applicable Law

The Board considered the case under the following statutory authority, as well as under applicable reported decisions of the appellate courts in Pennsylvania:

1. *The Codified Zoning Ordinance of the City of Bethlehem*, Ordinance No. 2210, effective September 25, 1970, as amended (hereinafter, the "Zoning Ordinance").

2. *The Pennsylvania Municipalities Planning Code*, 53 P.S. § 10101, *et seq.*, as reenacted 1988, Dec 21. P.L. 1329, No 170, §2 (hereinafter, the "MPC").

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<sup>1</sup> MPC § 10908(1) provides that "[p]ublic notice shall be given and written notice shall be given to the applicant, the zoning officer, such other persons as the governing body shall designate by ordinance and to any person who has made timely request for same. Written notices shall be given at such time and in such manner as shall be prescribed by ordinance or, in the absence of ordinance provisions, by rules of the board. In addition to the written notice provided herein, written notice of said hearing shall be conspicuously posted on the affected tract of land at least one week prior to the hearing."

<sup>2</sup> Article 1325.04(a) Notice of Hearings.

(a) Upon filing with the Board for an application for a special exception, variance or other appeal under this Ordinance, the Board shall determine a place and a reasonable time, and the City shall give notice as follows: (1) The City shall publish a public notice describing the location of the building or lot and the general nature of the matter involved in a newspaper of general circulation in the City in conformance with the Municipalities Planning Code. (2) The City shall give written notice to the applicant and persons who have made a timely request for notice of such hearing. In addition, notice shall be provided to those persons whose properties adjoin the property in question, and to the City Planning Commission. Such notice should be sent at least 7 days prior to the hearing. (3) The City shall provide written notice to the last known address of the primary owner of lots within 300 feet of the subject lot, unless the application only involves a dimensional variance on an owner occupied single family dwelling unit or its accessory structure. Failure of a person(s) to receive such notice shall not be grounds for an appeal, provided that a good faith effort was made to provide such notice.

<sup>3</sup> The custom and practice in the City of Bethlehem is for the Zoning Officer to place the notice in the newspaper and to send written notice to interested parties by regular mail. The Applicant is given a fluorescent sign by the Zoning Officer at the time the Application is filed and the fee paid, and the Applicant is instructed to conspicuously post the property with the sign giving notice of the particulars of the hearing at least seven (7) days prior to the hearing.

### **III. Nature of Relief Sought**

The Applicant seeks to convert a portion of the first-floor corner space into a second dwelling unit thereby creating a total of three dwelling units which requires a special exception pursuant to Zoning Ordinance §1304.04 to allow a Reuse of a Corner Lot for a Commercial Retail Store. Applicant also requests dimensional variances from: (i) Zoning Ordinance §1306.01(a)(3)(FN#2) pertaining to minimum tract area (9,000 sq. ft. required 3,700 sq. ft. existing), (ii) Zoning Ordinance §1306.01(a)(3)(FN#2) pertaining to lot area per dwelling unit (2,500 sq. ft. required and 1,233 sq. ft. proposed), and Zoning Ordinance 1319.03 pertaining to size of parking spaces (9'x18' required, 8x18' proposed). Finally, pursuant to Zoning Ordinance 1304.04(a)(5), Applicant seeks a reduction in the off street parking requirements from six (6) spaces to five (5) spaces.

### **IV. Evidence Received by the Board**

In addition to the application and attached materials submitted to the Board, the Board considered the testimony submitted at the hearing and the following:

A-1: Aerial Photos

### **V. Findings of Fact**

1. Pure Light Properties, LLC ("Applicant") owns the Property located at 1512 W. Broad Street, Northampton County in the City of Bethlehem (CID 205-003651, PID P6NE3C 6 37 0204).
2. The Property is 37' X 100' and is 3.700 SQ FT.
3. The Property is in the RT-High Density Residential Zoning District.
4. Lenore Mohr is the owner of Pure Light Properties, LLC.
5. Pure Light Properties LLC is the owner of the following properties:

- a. 1201 E. 3rd Street which includes the mailing address of 217 Hobart Street - a preexisting multi dwelling unit property containing two dwelling units one with a mailing address of 1201 E. 3rd St. and one at 217 Hobart St.
- b. 1179 E. 3rd Street which includes an automobile repair garage with an office, one repair bay and off-street parking which is currently leased to an operator.
- c. 215 Hobart Street which is a separate residential dwelling unit adjacent to 1201 E. 3rd St.

6. Applicant purchased 1201 E. 3rd Street as a multi dwelling unit property with a unit at 1201 E. 3rd St. and a second unit with a mailing address of 217 Hobart Street. The Property also includes a 2-car garage below the 217 Hobart Street mailing address.

7. Applicant proposes to use the Property as a pet food and supplies store known as "Universal Frenchies" a reference to a dog breed.

8. Applicant is familiar with the neighborhood and previously operated a business nearby.

9. The hours of the pet supplies and food store would be 9am-5pm, Monday through Friday.

10. The Property has an existing storefront character with larger display windows on the South and West sides of the building facing 3rd and Hobart streets respectively. The door is also located at the corner of the building which would also indicate a traditional commercial use.

11. Applicant's testified that the building was previously occupied as a commercial use.

12. Applicant believes that the proposed use will give the community access to different businesses.

13. Applicant testified that the proposed use will enhance the character of the buildings and the community.

14. The lot size is a pre-existing characteristic and Applicant asserted it was non-conforming as to any residential use.

15. The building and its configuration with multiple units is also a pre-existing condition.

16. Applicant does not intend to modify the building footprint or exterior of the Property.

17. A similarly configured building and property is located next door to the Property.

18. The Property is located at the corner of the streets.

19. The proposed business use is limited to within the existing building and does not involve building expansions for the use.

20. The total impact upon the neighborhood and parking needed for all uses on the lot after the new use would be in operation would not exceed the total impact of all uses.

21. The proposed use will have five parking spaces including an ADA compliant space.

22. Exhibit A-1 are aerial photographs showing the proposed parking.

23. The parking for the proposed use will be fenced and not used by the other tenants and occupants on the properties.

23. The proposed parking spaces will have dimensions of 8'x18' when spaces of 9'x18' are required. Applicant regards this variance as de minimis and the grant of this variance maximizes the number of spaces for the proposed use while preserving the fence.

24. The Zoning Officer testified that parking spaces of the dimensions proposed by

Applicant are permissible under the Zoning Ordinance in other instances.

25. The proposed use will not include cooking of dog food or the sale/trading of live animals. Applicant testified that it will be limited to the sale of merchandise.

26. William Carr of 1206 Railroad Ave. spoke and indicated that the neighboring dwelling has been vacant for many years and attracts homeless people. He testified regarding litigation involving a fire not related to the instant application which the Board found irrelevant.

## **VI. Discussion**

A special exception is not an exception to a zoning ordinance, but rather a use, which is expressly permitted, absent a showing of a detrimental effect on the community. *Greaton Props, Inc. v. Lower Merion Twp.*, 796 A.2d 1038 (Pa. Cmwlth. 2002). See also *Heck vs. Zoning Hearing Bd. for Harveys Lake Borough*, 397 A.2d 15, 18 (1979); *In re: Appeal of Lynch Community Homes, Inc.*, 554 A.2d 155 (1989). Where a particular use is permitted in an area by special exception, the law recognizes that the local legislative body already considered the use for the area in terms of general matters such as health, safety, and the general welfare, as well as the general intent of the zoning ordinance. *Shamah v. Hellam Twp. Zoning Hearing Bd.*, 648 A.2d 1299 (Pa. Cmwlth. 1994).

The burden to be met for a special exception is higher in a situation where a use is permitted by right. The initial burden on Applicant is to establish that the proposed use satisfies the objective requirements of the zoning ordinance for the grant of a special exception. *In re Appeal of Brickstone Realty Corp.*, 789 A.2d 333 (Pa. Cmwlth. 2001). The seminal case in this regard is *Bray v. Zoning Bd. of Adjustment*, 410 A.2d 909 (Pa. Cmwlth. 1980). In *Bray*, a city appealed from a decision reversing a denial by a zoning board of adjustment of an application to establish a roller-skating rink in an area shopping center. The Court provided a

detailed analysis relating to each party's burden in a special exception matter. The *Bray* Court began its analysis by describing the various types of requirements relating to special exceptions stating:

As to special exceptions, our cases have repeatedly made clear that the Owner has both the persuasion burden and the initial evidence presentation duty to show that the proposal complies with the "terms of the ordinance" which expressly govern such a grant. This rule means the Owner must bring the proposal within the specific requirements expressed in the ordinance for the use (or area, bulk, parking or other approval) sought as a special exception. Those specific requirements, standards or "conditions" can be classified as follows:

1. The kind of use (or area, bulk, parking or other approval) i.e., the threshold definition of what is authorized as a special exception;
2. Specific requirements or standards applicable to the special exception e.g., special setbacks, size limits; and
3. Specific requirements applicable to such kind of use even when not a special exception, e.g., setback limits or size maximums or parking requirements applicable to that type of use whenever allowed, as a permitted use or otherwise.

Every special exception will always involve item 1 above and must involve item 2 if it is not to involve an unconstitutional delegation of legislative power. Item 3 above, where present, is necessarily part of the threshold requirement because the special exception use naturally must comply with the requirements applicable to that type of use throughout the ordinance, unless expressly exempted from them.

*Bray*, 410 A.2d at 910-911 (citations omitted).

The specific requirements for Applicant's proposed use are set forth in Zoning Ordinance §1304.04, which provides:

1304.04. Reuse of Certain Corner Lots Allowed in the RT and RG Districts. The following uses shall be allowed in addition to uses allowed under Section 1304.01:

- (a) As a special exception, uses that are small in scale, such as but not limited to a professional office, barber/beauty shop, retail store, nail salon, coffee shop, retail bakery, art gallery, real estate office, photography studio, green grocer, cafe, or antique store may be approved by the Zoning Hearing Board ("the Board") provided all of the following requirements are met:



(1) The lot shall be at the corner of 2 streets. The primary building shall have an existing storefront character. This shall include such features as large first floor commercial window(s) and a main entrance at the corner or along one of the street facades abutting the commercial windows.

(2) At least a portion of the proposed business space shall have been occupied at one time by a principal lawful business use. This subsection 2 may allow a business use to be established even when a nonconforming use has been considered to have been abandoned. This provision recognizes that some building space may have otherwise lost its right to be occupied by a nonconforming use. The new business use shall not necessarily be limited to the floor area that previously was occupied by a business use. The business use shall be limited to within the existing building, and may not involve building expansions for the use, other than as may be necessary for fire safety or handicapped access.

(3) In considering whether to approve the special exception use, the Board shall consider whether the total impact upon the neighborhood and parking needed for all uses on the lot after the new use would be in operation would exceed the total impact of all uses on the lot that existed prior to the application. For example, this decision may consider whether the applicant proposes to reduce the number of dwelling units on the lot.

(4) The Board shall have the authority to place reasonable conditions upon the singular use, such as but not limited to: 1) limits on hours of operation, 2) limits on the maximum floor area occupied by the use, 3) requirements that the operator of the use regularly collect litter on the sidewalk and gutters at edge of street adjacent to the lot, and 4) conditions that preserve and enhance the residential character of the neighborhood.

(5) As part of the special exception, the Board shall have the authority to modify off-street parking requirements, considering the total impact of the new uses of the lot versus the previous uses, and considering whether a percentage of customers are likely to arrive by public transit and/or walking. The Board may also approve a reduction in the required parking as part of the special exception approval if the applicant proves that there is an excess of on-street parking spaces during hours when the business will be in operation.

(6) Signs shall need approval as part of the special exception process. The Board may approve a total sign area of up to 20 square feet, which shall be limited to projecting, wall and/or window signs. No new sign shall be internally illuminated. Any lighting of signs shall be limited to hours when the use is open to the public. All signs must comply with any applicable Historical Architectural Review Board (HARB) and Historic Conservation Commission (HCC) regulations and any other applicable laws and regulations.

(7) A barber shop, beauty shop, or hairstyling/haircutting use, or nail salon use shall have a licensed barber, cosmetologist, or nail technician on-site during all hours when the use is open. The number of styling chairs shall be limited to two (2).

(8) The use shall not meet the definition of an Adult-Oriented Establishment or the definition of a B.Y.O.B. Club.

(9) There shall be no on site frying of foods.

(10) Alcohol sales shall not be permitted.

(11) Tattoo parlors and pawn shops shall not be permitted.

(12) All uses must strictly comply with Historical Architectural Review Board (HARB) and/or Historic Conservation Commission (HCC) regulations, if applicable, in such residential districts.

Zoning Ordinance §1304.04. The Board finds all testimony of Applicant credible. Applicant provided uncontroverted testimony and evidence that the proposed use of the Property meets all the above requirements and the general requirements of the Zoning Ordinance. Further, pursuant to Zoning Ordinance §1304.04(a)(5), the Board approves a reduction in the off-street parking requirements from six (6) spaces to five (5) spaces. Applicant credibly established that there is sufficient parking on and around the Property.

Regarding the variance relating to the reduction in the size of the parking spaces from 9'x18' to 8'x18', the Board finds the variance to be de minimis. The term "de minimus" is

derived from the Latin “de minimus no curat lex” which means “the law does not care for, or take notice of, very small or trifling matters.” *Swernley v. Zoning Hearing Board of Windsor Township*, 698 A.2d 160, 162, n. 3 (Pa. Cmwlth. 1997).” *Appletree*, supra., 834 A.2d at 1216 n.

4. A zoning hearing board may grant a de minimis variance “where only a minor deviation from the zoning ordinance is sought and rigid compliance is not absolutely necessary to protect the public policy concerns inherent in the ordinance.” *Township of Middletown v. Zoning Hearing Board of Middletown Township*, 682 A.2d 900, 901 (Pa. Commw. 1996), quoting *Constantino v. Zoning Hearing Board of Borough of Forest Hills*, 152 Pa. Commw. 258, 618 A.2d 1193, 1196 (1992). The proposed relief is a minor deviation and strict application of the terms of the Zoning Ordinance are not required to protect the public policy concerns inherent in the ordinance.

Concerning the other variances sought by Applicant, the grant of a variance is pursuant to § 1325.06 of the Zoning Ordinance.

#### **1302.96 Variance**

A modification of the regulations of this Ordinance, granted on grounds of exceptional difficulties or unnecessary hardship, not self-imposed, pursuant to the provisions of Article 1325 of this Zoning Ordinance, and the laws of the State of Pennsylvania.

The Zoning Ordinance provides specific criteria that the Zoning Hearing Board must address in relation to the approval or denial of a variance request:

#### **1325.06 Powers and Duties – Variances**

(a) Upon a written appeal from a determination by the Zoning Officer, the Zoning Hearing Board shall have the power to approve a Variance to one or more specific provisions of this Ordinance for a specific property.

(b) The power to authorize a variance from the terms of this Ordinance shall only be used where authorized under the Pennsylvania Municipalities Planning Code or in de minimus situations. As of the adoption date of this Ordinance, the Municipalities Planning Code provided that all of the following findings must be made, where relevant:

(1) There are unique physical circumstances or conditions (including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property) and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of this Ordinance in the neighborhood or district in which the property is located;

(2) Because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the Zoning Ordinance and a Variance is therefore necessary to enable the reasonable use of the property;

(3) Such unnecessary hardship has not been created by the appellant;

(4) The Variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare; and

(5) The Variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

The type of variance sought is an important distinction that is not to be ignored.

Hertzberg v. Zoning Bd. of Adjustment of City of Pittsburgh, 721 A.2d 43, 47 (Pa. 1998). The standards applied to the grant of a dimensional variance are lesser than that of a use variance. Id. at 47-48. With a dimensional variance application, "the owner is asking only for a reasonable adjustment of the zoning regulations in order to utilize the property in a manner consistent with the applicable regulations." Id. Whereas, a use variance request "involves a proposal to use the property in a manner that is wholly outside the zoning regulation" Id. at 47.

Seeking a dimensional variance within a presumably permitted use, the owner is asking only for a simple adjustment of the zoning regulation in order to utilize the property in a manner consistent with the applicable regulations. Thus, the grant of a dimensional variance is of lesser moment than the grant of a use variance, since the latter involves the proposal to use the

property in a manner that is wholly outside the zoning regulation. Hertzberg, 721 A.2d. at 47. It is uncontested that the variances sought are dimensional in nature.

When a dimensional variance is requested, multiple factors may be considered, including, “the financial hardship created by any work necessary to bring the building into strict compliance with the zoning requirements, and the characteristics of the surrounding neighborhood.” Id. at 50. See, Talkish v. Zoning Hearing Board of Harbor Creek Township, 738 A.2d 50 (Pa. Cmwlth. 1999) appeal granted in part, 757 A.2d 366 (Pa. 2000).

As stated above, all variances requested in the instant application are dimensional in nature and, accordingly, the Hertzberg standard articulated above is applicable. The Property is subject to a unique hardship given its preexisting configuration, location and size and the preexisting nature of the building. These hardships were not created by Applicant and the variances represent the minimum relief necessary to permit reasonable use of the Property. The grant of the variances will have no adverse impact on the community.

For all the above reasons, the relief is granted.

## **VII. Conclusions of Law**

1. “Reuse of a Corner Lot for a Commercial Retail Store” is permitted on the Property as a Special Exception.

2. Applicant met its burden to provide credible evidence to meet the specific requirements of Zoning Ordinance §1304.04 and otherwise in the Ordinance.

3. Applicant met its burden to establish entitlement pursuant to Zoning Ordinance §1304.04 for a reduction in the amount of off street parking from six (6) spaces to five (5) spaces.

4. The relief sought by Applicant for the reduction in the area of the off street

parking spaces is a de minimis or minor deviation from the Zoning Ordinance's requirements. Rigid compliance with the terms of the Zoning Ordinance is not absolutely necessary to protect the public policy concerns inherent in the ordinance.

5. Applicant presented sufficient evidence to demonstrate that the Property is subject to unique circumstances, namely, its undersized nature.

6. The circumstances create a hardship.

7. Applicant did not create the hardship.

8. The relief will not be injurious to the public.

9. The variance will have no adverse impact on the surrounding community.

#### **VIII. Decision of the Board**

Based on the above, the Board voted 3-0 to approve the following relief:

1. Special exception pursuant to Zoning Ordinance §1304.04 to allow a Reuse of a Corner Lot for a Commercial Retail Store.

2. Dimensional variances from: (i) Zoning Ordinance §1306.01(a)(3)(FN#2) pertaining to minimum tract area (9,000 sq. ft. required 3,700 sq. ft. existing), (ii) Zoning Ordinance §1306.01(a)(3)(FN#2) pertaining to lot area per dwelling unit (2,500 sq. ft. required and 1,233 sq. ft. proposed), and Zoning Ordinance 1319.03 pertaining to size of parking spaces (9'x18' required, 8x18' proposed).

3. Pursuant to Zoning Ordinance 1304.04(a)(5) a reduction in the off-street parking requirements from six (6) spaces to five (5) spaces.

The grant of the above relief is conditioned on the proposed use not including the housing, kenneling, sale, trading or distribution of live animals.

**THE BOARD:**  
**Voting to Approve Special Exception:**



\_\_\_\_\_  
Steven T. Boell  
Solicitor

\_\_\_\_\_  
*/s/ Terry Novatnack \**

TERRY NOVATNACK

\_\_\_\_\_  
*/s/ William Fitzpatrick\**

WILLIAM FITZPATRICK

Member

\_\_\_\_\_  
*/s/ Paige Stefanelli\**

Paige Stefanelli,  
Zoning Officer

\_\_\_\_\_  
*/s/ Mary-Frances Stone*

MARY-FRANCES STONE

Member

\* The above individuals were unavailable at the date of mailing.

**DATE(S) OF HEARING: April 12, 2023**

**DATE OF WRITTEN DECISION: May 26, 2023**

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

**Northampton County**

**Appeal & Application of  
Pure Light Properties, LLC  
Applicant**

)      **Date: May 26, 2023**  
)  
)      **Re: 1201 E 3<sup>rd</sup> Street**

**Certificate of Service**

I, Steven T Boell, Solicitor to the Board, do hereby certify that I sent a true and correct copy of the forgoing Decision to the Applicant listed below at the addresses set forth, by regular first-class U.S. Mail on the date set forth below.

Pure Light Properties, LLC.  
1 West Broad St, Suite 1100  
Bethlehem, PA 18018

Michael Recchiuti, Esquire  
60 W. Broad St, Suite 303  
Bethlehem, PA 18018

FITZPATRICK LENTZ & BUBBA, P.C.

BY: \_\_\_\_\_



STEVEN T. BOELL  
Atty. I.D. No. 89700  
Two City Center  
645 West Hamilton Street, Suite 800  
Allentown, PA 18101  
Attorney for Zoning Hearing Board  
Of the City of Bethlehem

Date: May 26, 2023



## Commercial Lease

Between **Pure Light Properties LLC**, having an address of 1 West Broad Street, 11th Floor, Bethlehem, Pennsylvania, 18018 (hereinafter referred to as "Lessor"), and **Noor Alkhateeb**, having an address of 740 Hawthorne Road, Bethlehem 18018 (hereinafter referred to as "Lessee").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Premises**. Lessor, in consideration of the rents and covenants set forth herein, does hereby rent, demise and lease unto Lessee, the premises known as 1201 E. 3<sup>rd</sup> Street, Unit #3, Bethlehem, PA, 18015, Parcel# P6NE3C 6 37 0204. (hereinafter referred to as the "Premises"), to be used exclusively as commercial space for a laundromat.

2. **Term**. Subject to the conditions of this Lease, the Lease shall be for a term of five (5) years, commencing on July 15, 2025 and ending July 31, 2030. Unless the lease term shall be extended by a writing executed by Lessor and Lessee, this Lease shall terminate at the end of the initial term without the necessity of any notice from either Lessor Lessee.

Lessee shall have the option to renew the lease term for one (1) additional one (1) year period at the minimum rent as hereinafter provided. Lessee shall give Lessor written notice of Lessee's intention to exercise Lessee's option to renew no less than six (6) months prior to the expiration of the initial lease term.

### **3. Rent**

A. **Minimum Rent**. The minimum rent for the initial term shall be payable in equal monthly installments, payable in advance on the first (1<sup>st</sup>) of each month as follows:

<u>Monthly Installment</u>	<u>Period</u>
[REDACTED]	07/15/2025 - 07/31/2026
[REDACTED]	08/01/2026 - 07/31/2027
[REDACTED]	08/01/2027 - 07/31/2028
[REDACTED]	08/01/2028 - 07/31/2029
[REDACTED]	08/01/2029 - 07/31/2030

All rent payments shall be payable in advance without demand and without setoff and sent digitally to Lessor's payment application of choice or in person by check. If the term shall commence on a day other than the first day of a calendar month, then Lessee shall pay, on the commencement date of the term, a pro rata portion of the fixed monthly rent described above, prorated on a per diem basis with respect to such fractional calendar month.

B. **Increase in the Minimum Rent**. The minimum rent shall be increased per annum on August 1st of each calendar year, as stated above, and during any renewal thereof.

C. **Additional Rent** - See 8.C. below - Insurance

D. **Late Charge**. If any rent payment due under the terms of this Lease is not received by Lessor within five (5) days after the due date of the same, Lessee shall pay to Lessor a late charge in the amount of ten percent (10%) of the amount of such delinquency for the first ten (10) days after the five (5) day grace period. Then fifteen (15) days after the five (5) day grace period an additional charge of twenty percent (20%) shall be owed in addition the ten percent (10%).

4. **Security Deposit**. As security for the foil and faithful performance by Lessee of all of the

terms and conditions of this Lease, Lessee agrees to deposit with Lessor a sum totaling \$825.00 (Eight hundred and twenty five dollars). Said sum will be returned at the expiration of the lease term, provided that Lessee has fully and faithfully performed all of the terms and conditions hereof.

5. **Lessee Improvements.** Lessee accepts the Premises in its current "as is" condition and agrees, at Lessee's own expense, to construct all improvements required by Lessee for the conduct of Lessee's business. All such work shall be performed in a good and workmanlike manner, in accordance with all building codes and governmental regulations and shall be undertaken only after the plans, materials and color scheme for such work have been approved by Lessor and waivers of lien as approved by Lessor are filed of record. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the Premises at the expiration or sooner termination of this Lease and become the property of Lessor, unless Lessor shall have given written notice to Lessee to remove the same, in which event Lessee, at Lessee's own expense, will remove such alterations, improvements and additions and restore the Premises to the same good order and condition in which they now are. Should Lessee fail to remove such improvements and restore the Premises upon request by Lessor, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent. .

6. **Utilities and Maintenance.** Lessee shall be solely responsible for and promptly pay all maintenance and repairs to the Premises that are necessary to keep the Premises in good order and repair, except for the maintenance of building exterior and roof which shall be the responsibility of the Lessor. Lessee shall be solely responsible for and promptly pay the cost of all utilities including, but not limited to, electric, gas, water, sewer and trash disposal used upon or furnished to the Premises. Lessee shall subscribe for such utilities in Lessee's name directly with the appropriate authority or company, unless otherwise directed by Lessor. Lessee shall be solely responsible for and promptly pay for all lawn maintenance and snow removal for the Premises.

7. **Taxes.** Lessee shall not be responsible for any of the real estate, school and county taxes imposed on the premises during the lease term directly.

8. **Insurance.**

A. **Lessee's Insurance.** Lessee shall maintain in full force and effect during the lease term and any renewal thereof, at Lessee's sole expense, property and liability insurance coverage on the Premises against all perils (i.e. all risk coverage). Liability coverage shall have limits of at least \$1,000,000 for death or injury to one (1) person, \$2,000,000 for death or injury to more than one (1) person, and \$500,000 for property damage. Property insurance coverage for the Premises shall be maintained under replacement cost coverage and contain a provision requiring thirty (30) days' advance written notice to Lessor prior to cancellation. All such insurance coverages shall be maintained with companies which have a Best's A rating or better. Proof of such insurance and all renewals shall be furnished to Lessor at least annually. Lessor shall be named as additional insured in all such policies of insurance. All policies of insurance required to be carried by Lessee pursuant to this Section shall be written by a responsible insurance company authorized to do business in the State of Pennsylvania. A copy of each paid up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required by this Section and containing provisions specified herein, shall be delivered to Lessor prior to the commencement of the term of this Lease and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Lessor may, at any time, and from time to time, inspect and copy any and all insurance policies required to be procured by Lessee hereunder.

B. Lessee agrees, at its own cost and expense, to obtain and maintain during the term of this Lease and any renewals thereof, fire and extended coverage insurance on Lessee's fixtures, goods, wares, merchandise and property in or on the Premises, and Lessee shall make no claim against Lessor for any loss or damage to the same.

C. In addition to the liability coverage required by Lessee hereunder, Lessee shall reimburse Lessor for the insurance coverage on the Premises maintained by Lessor during the lease term.

Lessor shall submit invoices to Lessee for such insurance coverage which shall be paid by Lessee as additional rent hereunder within fifteen (15) days after submission. Charges for the first and last years of the lease term shall be apportioned based on the number of days in such years that are within the corresponding billing periods for such insurance.

9. **Indemnity by Lessee.** Lessee will indemnify Lessor and save him harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorney's fees and other professional fees, in connection with loss of life, personal injury or damage to property or person arising from or out of the use or occupancy of the Premises during the term of the Lease and any renewal thereof, resulting from the acts or omissions of the Lessee or Lessee's agents, employees or invitees or from the Lessee's breach of any of Lessee's obligations under this Lease.

10. **Fire.** In the event the Premises is totally destroyed or so damaged by fire or other casualty that, in the opinion of an architect retained by Lessor, the same cannot be repaired and restored to the condition existing prior to the occurrence of such casualty within one hundred eighty (180) days from the happening of such casualty, then this Lease shall absolutely cease and terminate and the rent shall abate for the balance of the term. If the damage be only partial and such that the Premises can be restored in the opinion of such architect to their former condition within the aforementioned period of one hundred eighty (180) days from the date of the occurrence of such casualty, then Lessor may, at his option, restore the same with reasonable promptness, reserving the right to enter upon the Premises for that purpose. In either event, rent shall be apportioned and abated during the period of time Lessor is in possession in proportion to the portion of the Premises so rendered untenable.

11. **Condemnation.** In the event that the Premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire Premises be so taken; provided that if such portion of the Premises is taken that the Premises can no longer be used by Lessee for the purposes set forth herein, then this Lease shall terminate as to the entire Premises. In either event, the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the Premises, but it is agreed that the Lessee shall be entitled to notice of the condemnation. Lessee retains the right to apply for and receive any sums recoverable for moving or resettlement expenses resulting from the condemnation.

12. **Additional Affirmative Lessee Covenants.** Lessee covenants and agrees that Lessee will, without demand, during the lease term:

- A. Pay all rental and other sums due by Lessee hereunder at the times and at the places the same are payable. Lessor's acceptance of any rental after the same shall have become delinquent shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights.
- B. Keep the Premises clean and free of all debris and other refuse matter, replace all broken windows and doors and generally keep the Premises in good order and repair as they are on the day Lessee assumes possession thereof, reasonable wear and tear excepted.
- C. Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or Lessee's use of the Premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure to do so.
- D. Use every reasonable precaution against fire.
- E. Peaceably deliver up and surrender possession of the Premises to the Lessor at the expiration or sooner termination of this Lease, promptly delivering to Lessor at his address all keys for the Premises.
- F. Give to Lessor prompt written notice of any accident, fire or damage occurring on or to the Premises or in the event of an emergency, prompt oral notice followed by written notice.
- G. Provide Lessor with keys to all doors and other locks to the Premises, together with security system codes and allow Lessor to inspect the Premises during normal business hours and to enter the Premises at any time in the event of an emergency. Lessor represents such keys and security system codes will be maintained in a secure facility.

### **13. Additional Lessee's Negative Covenants.**

Lessee shall not during the lease term:

A. Assign, mortgage or pledge this Lease, or underlet or sublease the Premises, or any part thereof, or permit any other person or entity to occupy the Premises, or any part thereof, without the prior written consent of Lessor, which consent shall not be unreasonably withheld by Lessor. The parties hereby agree and declare that any such assignment, mortgage or pledge of this Lease, or underlet or sublease of the Premises, without the prior written consent of Lessor, shall be null and void, and shall constitute a material breach of this Lease.

B. Occupy the Premises in any other manner or purpose than as set forth herein.

C. Make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. Any such improvements shall be subject to the provisions of Section 5.

D. Remove, attempt to remove or manifest an intention to remove any of Lessee's property, other than in the ordinary course of business, such as inventory and tools, from or out of the Premises without having first paid and satisfied Lessor for all rent and other sums which are herein provided to become due from Lessee during the entire then remaining lease term.

E. Vacate or desert the Premises during the lease term, or permit the Premises to be empty and unoccupied.

F. Do, or permit to be done, upon the Premises, any act, matter or thing objectionable to insurance companies, whereby the fire insurance or any other insurance now in force or hereafter placed upon the Premises shall become void or suspended, or whereby the same shall be rated at a more hazardous risk.

### **14. Default.**

A. In the event Lessee does not pay in full any and all installments of monthly rental within five (5) days of the due date, or in the event Lessee violates or fails to perform or otherwise breaks any other term, covenant or condition set forth in this Lease, and the Lessee fails to correct the deficiency within ten (10) days of written notice of such deficiency from Lessor, then Lessee shall be in default hereunder, and upon such default and the failure of Lessee to cure the default after five (5) days notice, Lessor shall have the right to immediately terminate this Lease and remove all persons and all property therefrom, with or without notice to Lessee. Furthermore, upon such default and the failure of Lessee to cure the default after five (5) days notice, Lessor shall have the right to declare all the monthly rental installments due for the remainder of the lease term and all other sums due by Lessee hereunder during the remainder of the lease term, to be due and payable at once, the same as if all such payments were due in advance on the first day of the lease term.

B. Lessee agrees to surrender possession of the Premises to Lessor upon the expiration of the lease term without any notice whatsoever from Lessor, and in the event of a sooner termination of this Lease, within ten (10) days after such termination; provided, rent is paid in advance for said thirty (30) days. Lessee hereby expressly waives and releases any right or benefit Lessee may now or hereafter possess by reason of any present or future law concerning notice to quit or lease termination.

C. **Confession of Judgment for Money.** In the event of a default by Lessee as described in Paragraph 14(A) above and the required written notice, Lessor may cause judgment to be entered against Lessee, and for that purpose Lessee hereby authorized and empowers Lessor, or any Prothonotary, clerk of courts or attorney of any court of record to appear for Lessee and to confess judgment against Lessee. Such judgment may be confessed against Lessee for the amount of all Base Rent and/or all other sums due from Lessee hereunder, costs of suit, and an attorney's commission of ten (10%) percent of the full amount of Lessor's claim against Lessee. The authority to confess judgment granted herein shall not be exhausted by one or more exercises thereof, and successive complaints may be filed and successive judgments may be entered for the aforesaid sums. Lessee agrees that this Lease Agreement or a true and correct copy thereof shall be sufficient authorization and warrant to confess judgment under this Paragraph 14(C).

D. **Confession of Judgment of Ejectment.** In the event of a default by Lessee as described in Paragraph 14(A) above and the termination of the Lease Term by Lessor after the required written notice, under Paragraph 14(B) above, or upon the expiration of the Lease Term, Lessor may cause a judgment of Ejectment to be entered against Lessee for possession of the Leased Premises, and for that purpose Lessee does hereby authorize and empower Lessor, or any Prothonotary, clerk of court or attorney of any court of record to appear for Lessee and confess judgment against Lessee in Ejectment for possession of the Leased Premises. Lessee further covenants and agrees that, if for any reason whatsoever after the commencement

of said action, the same shall be terminated and possession of the Leased Premises shall remain in or be restored to Lessee, Lessor shall have the right, at any subsequent time when occasion therefore shall arise, to commence successive actions for possession of real property and to cause the entry of successive judgments by confession of Ejectment for possession of the Leased Premises. Lessee agrees that this Lease Agreement or a true and correct copy thereof shall be sufficient authorization and warrant to confess judgment and for the issuance of a writ of possession pursuant thereto under this Paragraph 14(D).

15. **Lessor's Costs and Expenses.** Lessee agrees to pay Lessor all costs and expenses incurred by Lessor in the enforcement of this Lease, including, but not limited to, the reasonable fees of Lessor's attorneys when such attorneys are employed by Lessor to collect any amount due to Lessor under this Lease or to enforce any right or remedy of Lessor.

16. **Subordination.** This Lease shall be subject and subordinate to the lien of any mortgage and/or rents and/or other encumbrances now or hereafter placed on the land or building on which the Premises are a part. Lessee agrees to execute such documents to this effect if such are requested by Lessor. Lessor shall make diligent and reasonable efforts to obtain for Lessee an agreement of non-disturbance from any such mortgagee.

17. **Attornment.** In the event Lessor sells, conveys or otherwise transfers his interest in the Premises or any portion thereof, this Lease shall remain in full force and effect and Lessee hereby attorns to and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Lessee attorns to such successor in interest and recognizes such successor as the Lessor under this Lease.

18. **Environmental Matters.**

A. **Hazardous Substances.** Lessee represents that the Premises shall be kept free from contamination by or from any hazardous substances or hazardous waste (as such terms are defined and/or used in applicable state or federal law or in the regulations issued thereunder, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act).

Lessee also agrees that Lessee will not store, utilize or engage in operations at or upon the Premises or affecting the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances or hazardous waste or environmentally deleterious material and will at all times comply with and conform to all laws, statutes, ordinances, rules, regulations, notices and orders of all governmental and regulating authorities or any board of fire underwriters, or any insurance organization or company with respect to the treatment of any hazardous substances or waste on or which affect the Premises. Lessee shall not cause or permit to exist as a result of an intentional or unintentional action or omission on Lessee's part or on the part of any of Lessee's agents of releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping from, or about the Premises of any such hazardous substances or waste.

Lessor represents and warrants that, to the best of Lessor's knowledge (i) the demised premises have never been utilized to store, generate or manufacture any hazardous substance or hazardous waste or any other environmentally deleterious material, (ii) the demised premises are presently in compliance with all laws, statutes, ordinances, rules, regulations, notices and orders of all governmental and regulatory authorities, and (iii) the demised premises has never suffered any material release, spill, leak, dump or emission of any such hazardous substance or waste.

B. **Wastes.** Lessee, at Lessee's expense, agrees to comply with each present and future law, ordinance and regulation regarding the collection, sorting, separation or recycling of waste

products, garbage, refuse and trash (collectively "Wastes") in or about the Premises. Lessee shall sort and separate Wastes into such categories as required by law.

C. **Indemnifications.** Lessee shall indemnify and hold harmless Lessor, his heirs and assigns, and any employer or agent of Lessor from any and all liability, damages, costs, claims, suits, actions, legal or administrative proceedings, interests, losses, expenses and attorneys' fees and appellate attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) resulting from or arising out of, or in any way connected with injury to or the death of any person (including any indemnified party) or physical damage to property of any kind wherever located and by whomever owned (including that of any indemnified party) arising out of or in any way connected with the presence on, in or under the Premises of any hazardous substances or hazardous waste. This indemnification is an independent covenant and shall survive the termination of this Lease. This indemnification shall not apply for any claims based solely upon events or conditions existing prior to the date of this Lease.

19. **Notices.** All notices to be given by any party to the others must be mailed by certified mail, return receipt requested, postage prepaid, to the addresses which appear in this Lease.

20. **Entire Agreement.** This Agreement contains the whole agreement between the parties and there are no other terms, obligations, covenants, representations, statement, oral or otherwise of any kind whatsoever.

21. **Applicable Law.** This Agreement shall be construed under the laws of the State of Pennsylvania.

22. **Severability.** This Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

23. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

The parties have agreed and executed this agreement on July 17, 2025.

LESSOR: **Pure Light Properties, LLC**

BY: \_\_\_\_\_

Lenore Mohr, Managing Member

LESSEE: **Noor Alkhateeb**

BY: \_\_\_\_\_

Noor Alkhateeb

## PERSONAL GUARANTY AGREEMENT

Lessor: **Pure Light Properties, LLC**

Lessee: **Noor Alkhateeb**

Guarantor: Noor Alkhateeb

In consideration of Lessor's execution of the above-referenced Lease Agreement at the request of the undersigned and in further valuable consideration paid, the receipt of which is hereby acknowledged, the undersigned Guarantor(s), hereby jointly, severally, and unconditionally guarantee to Lessor, and his successors, heirs and assigns, the payment of the rents and other sums provided for in the Lease Agreement and the performance of all conditions contained therein on the part of the Lessee.

Guarantor(s) hereby waive presentment for payment, demand for payment, notice of nonpayment or dishonor, protest and notice of protest, and any other formalities that may be legally required to charge them with liability; and Guarantors) further agree that their liability hereunder shall not be impaired or affected by any renewals, waivers, or extensions of any default or the times of payment and performance required under the Lease Agreement, nor by any forbearance, recasting, assignment or subletting of the premises, or modifications of the terms of the Lease Agreement. This paragraph shall not impair the notice and cure periods extended to Lessee under the above-referenced Lease Agreement, and the obligations guaranteed hereunder shall be subject to such notice and cure periods extended to Lessee.

Guarantor(s) jointly and severally covenant to pay all expenses, including reasonable attorney fees, that may be incurred by Lessor or his successors, heirs or assigns while enforcing any terms of this Guaranty.

This Guaranty shall bind the heirs, successors, assigns, representatives, and administrators of the Guarantor(s) and shall not be impaired or affected by the death of any of the Guarantor(s).

This Guaranty is absolute, unconditional, and continuing and payment of the sums for which the undersigned become liable shall be made at the office of Lessor or his successors, heirs or assigns as they become due or are declared due.

GUARANTOR(S):

Noor Alkhateeb  
740 Hawthorne Road, Bethlehem 18018

By \_\_\_\_\_

Date \_\_\_\_\_

**ADDENDUM TO COMMERCIAL LEASE**  
**Regarding Tenant Fit-Out for Laundromat Use**  
**Premises: 1175 E. 3rd Street, Bethlehem, PA**  
**Lessor: Pure Light Properties, LLC**  
**Lessee: Noor Alkhateeb**  
**Date: [Insert Effective Date]**

This Addendum is incorporated into and made part of the Commercial Lease Agreement dated July 17, 2024.. The parties agree to the following additional provisions specific to Lessee's intended use of the Premises as a **laundromat**:

**1. Tenant Fit-Out & Construction Approval**

Lessee shall be solely responsible for the design, permitting, and construction of any improvements related to laundromat operations. All plans must be submitted to Lessor in advance and approved in writing prior to commencement. This includes, but is not limited to, plumbing, electrical, drainage, ventilation, flooring, and utility upgrades.

Lessee must obtain and maintain all necessary local permits, health department approvals, and code compliance certificates.

**2. Water Use Management**

As a condition of operating a laundromat:

- Lessee shall pay for all water usage associated with the Premises.
- If a submeter is not feasible, Lessee shall pay Lessor a surcharge based on the increase in water bills relative to historical usage for the property.
- Lessor reserves the right to reassess the fee structure annually.

**3. Equipment Ownership**

All washers, dryers, and related fixtures and equipment shall remain the property of Lessee unless otherwise agreed in writing. Upon lease expiration or early termination, Lessee may remove such equipment, provided no rent is outstanding and all damage is repaired.

**4. Defaults and Termination**

Lessee may not terminate the lease early without written consent from Lessor. Should Lessee vacate the Premises or cease operating the laundromat:

- Lessor shall have the right to re-enter and assume the existing laundromat buildout.
- Lessee waives any claim to compensation for improvements.

All standard default provisions under Section 14 of the Lease remain in full force, including:

- Late payment penalties
- Acceleration of rent
- Confession of judgment
- Ejectment

**5. Use Clause Lock-In**

Lessee shall use the Premises **exclusively** as a laundromat unless otherwise approved in writing by Lessor.



## 6. Insurance Update

Lessee shall ensure that liability and property coverage includes all laundromat operations, including but not limited to:

- Flooding from machines
- Fire from dryers
- Slip and fall risk from wet floors

**Signed:**

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**Lenore Mohr**

Managing Member, Pure Light Properties LLC

Date: \_\_\_\_\_

---

Noor Alkhateeb

Lessee

Date: \_\_\_\_\_