

**Springfield Township
Zoning Hearing Board
September 26, 2023
7:00 P.M.**

7:00 P.M. Call to Order:

Pledge of Allegiance:

Roll Call: Jennifer Guckin, Chairperson, Zoning Hearing Board Member
Megan McDonough; Esq., Vice Chair, Zoning Hearing Board
Ed Fox; Esq., Zoning Hearing Board Member
James Brown; Zoning Hearing Board Alternate Member
Kate M. Harper, Esq.; Solicitor, Zoning Hearing Board

Decisions: There are no pending Order & Opinions to render.

New Business:

Case #23-17: This is the application of **Michael DeLaurentis**, owner of the property located at 2 Terminal Avenue, Erdenheim, PA 19038, known as Parcel #5200-1727-5007. The applicant has requested a variance from Section 114-135. A of the Springfield Township Zoning Ordinance. The applicant seeks approval to install a six-foot-high solid fence along the property line adjoining Terminal Avenue. Six-foot-high fencing is required to be setback 15 feet from any property line abutting a public right-of-way. The property is zoned within the B-Residential District of Ward #4 of Springfield Township.

Case #23-18: This is the application of **Santander, N.A.**, applicant for the property located at 1842 Bethlehem Pike, Flourtown, PA 19031, known as Parcel #5200-0190-4006 and Parcel #5200-0190-3007. The applicant has requested a variance from Section 114-144.C.1 & 2 of the Springfield Township Zoning Ordinance. The applicant seeks approval to install a second wall sign of 39.9 square feet on the southwestern façade of the building. The proposed wall sign is limited to no greater than 20 square feet. The property is zoned within the Shopping Center District of Ward #6 of Springfield Township.

Case #23-19: This is the application of **Donna & Peter Duncan**, applicants for the property located at 201 Yeakel Avenue, Erdenheim, PA 19038, known as Parcel #5200-1936-6004. The applicants have requested variances from Section 114-64. A & 114.64. B of the Springfield Township Zoning Ordinance. The applicant

seeks approval to construct an addition to the existing single-family dwelling that would encroach 2.25 feet into the required front yard setback and 4 feet, 1 inch into the required side yard setback. The proposed addition maintains the existing building lines and does not further diminish the existing setbacks. The property is zoned within the B-Residential District of Ward #4 of Springfield Township.

Case #23-20: This is the application of **126 Lorraine, LLC**, owner of the property located at 126 Lorraine Avenue, Oreland, PA 19075, known as Parcel #5200-1011-7001 & Parcel #5200-1011-6002. The applicant has requested a variance from Section 114-91 of the Springfield Township Zoning Ordinance. The applicant seeks approval to operate an automotive repair and sales facility from the property. The application states that the proposed business deals primarily in classic and vintage automobiles. The property is zoned within the B-1 Business District of Ward #3 of Springfield Township.

Adjournment:

Note: The next meeting of the Zoning Hearing Board is scheduled for Monday, October 23, 2023, with a 7:00 P.M. start time. This meeting will be held at the Springfield Township Administration Building located at 1510 Paper Mill Road, Wyndmoor, PA 19038



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Baird M. Standish
Vice President

Peter D. Wilson
Michael E. Maxwell
Jonathan C. Cobb
Susanna O. Ratsavong
Brendan May

OFFICERS

A. Michael Taylor
Secretary-Manager

James J. Garrity
Solicitor

Joelle Kleinman
Treasurer / Tax Collector

Timothy P. Woodrow, PE
Engineer

Zoning Hearing Board Notice Continued Application

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

Monday, September 26, 2023, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #23-17: This is the application of **Michael DeLaurentis**, owner of the property located at 2 Terminal Avenue, Erdenheim, PA 19038, known as Parcel #5200-1727-5007. The applicant has requested a variance from Section 114-135. A of the Springfield Township Zoning Ordinance. The applicant seeks approval to install a six-foot-high solid fence along the property line adjoining Terminal Avenue. Six-foot-high fencing is required to be setback 15 feet from any property line abutting a public right-of-way. The property is zoned within the B-Residential District of Ward #4 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

THERE IS A 30-DAY PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30-DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

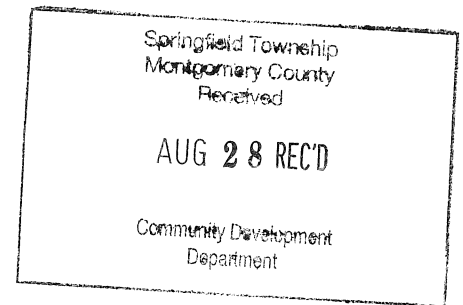
Mark Penecale

From: Christen Pionzio <cpionzio@hrmml.com>
Sent: Monday, August 28, 2023 5:11 PM
To: Mark Penecale
Cc: Kate Harper; Kimberly DeLaurentis
Subject: DeLaurentis continuance to Tuesday sept 26

Caution: This is an external email and has a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Mark,

I got your message regarding the zoning hearing being moved until Tuesday, September 26 due to Yom Kippur. I have confirmed with my clients that continuing the matter until Tuesday the 26th is acceptable to them. I hereby waive all time requirements in the MPC to effectuate this new date. Please confirm. Ty! Cp





**HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN, PC**

Springfield Township
Montgomery County
Received

AUG 15 REC'D

Community Development
Department

www.HRMML.com
Lawyers@HRMML.com

- J. Edmund Mullin
- Steven H. Lupin
- Douglas I Zeiders
- Carl N. Weiner
- Merle R. Ochrach
- Mark F. Himsworth
- Steven A. Hann
- Steven B. Barrett
- Christen G. Pionzio
- Ethan R. O'Shea
- Bernadette A. Kearney
- Paul G. Mullin
- John J. Iannozzi
- William G. Roark
- Lisa A. Shearman, LL.M.
- Nathan M. Murawsky
- J. Kurtis Kline, LL.M.
- Kevin M. McGrath
- Kathleen A. Maloles
- Steven J. English
- Noah Marlier
- Danielle M. Yacono
- John F. McCaul
- Gabriella T. Lacitignola
- Annie L. Neamand
- Zachary R. Morano
- Franqui-Ann Raffaele
- J. Braun Taylor

33182-0000

August 15, 2023

Via Email Only:
Mark Penecale, Planning Director
Springfield Township
1510 Paper Mill Road
Wyndmoor, PA 19038

**Re: Michael and Kimberly DeLaurentis
Property: 2 Terminal Avenue**

Dear Mark:

As you know, this office, represents Mr. and Mrs. DeLaurentis regarding their pending Zoning Hearing Board Application. Mr. and Mrs. DeLaurentis appeared before the Commissioners last week to discuss the Commissioners' opposition to their application. After discussion with the Commissioners, my clients agreed to appear before them again on September 11, 2023, to present further information in an effort to have them withdraw their opposition.

Therefore, please continue the hearing which is currently scheduled for August 28, 2023, until the next scheduled hearing of September 25, 2023. Please let me know if you need further information.

Very truly yours,

HAMBURG, RUBIN, MULLIN,
MAXWELL & LUPIN

By: 
CHRISTEN G. PIONZIO

CGP/dcbk
CC: A. Michael Taylor, Township Manager – via email
James Garrity, Esquire – via email
Kate Harper, Esquire – via email
Mr. and Mrs. Michael DeLaurentis – via email

LANSDALE
1684 S. Broad Street
Suite 230
Post Office Box 1479
Lansdale, PA 19446-5422
Phone 215-661-0400
Fax 215-661-0315

HARRISBURG
Phone 717-943-1790
Fax 717-943-1792

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038



NO. 23-18

DATE: 6/29/23

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Michael DeLaurentis
(Name of Applicant)

Of (Address) 2 Terminal Avenue, Erdenheim, PA 19038

(Telephone No.) 215-410-6232

do hereby make application before the Springfield Township Zoning Hearing Board to request:

 An **appeal** from the decision of the Zoning/Building Official.

 A **special exception** as provided for in Article , Section ,
Subsection , of the Springfield Township Zoning Code.

 X A **variance** from the requirements set forth in Article 114, Section 135,
Subsection A, of the Springfield Township Zoning Code.

 Other (please specify)

The property concerned is located at 2 Terminal Avenue, Erdenheim, PA 19038

Petitioner's Interest in the property is Property Owner

Present use of property Single Family Dwelling

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

We seek approval to allow a six foot high solid fence to be installed along our property

line that adjoins Terminal Avenue. The need for a six foot high fence is due to our

intent to provide a secure and screened yard for both our children and our dog.

Our street has very heavy foot traffic and what we consider our rear yard is open to

everyones view. This is an issue for us as our dog has the ability to clear the four foot

high fencing we recently removed. Our concern for our child's safety is based on the


amount of traffic that uses Montgomery and Terminal Avenue daily.

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

Check # 1272
\$500.00

Case # 23-17

Applicant's Signature


Owner's Signature

Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

**TOWNSHIP OF SPRINGFIELD
COMMUNITY DEVELOPMENT
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

Application Procedures

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

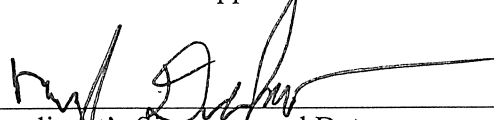
Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

Michael DeLaurentis

Printed Name of Applicant



Applicant's Signature and Date

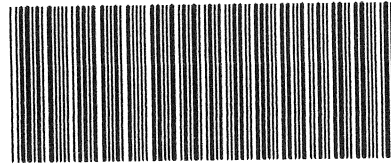
Section 114-135 Fences & Walls

- A.** Front yards. Fences located within the front yard shall not exceed four feet in height. However, a five-foot fence may be erected if set back 10 feet from the property line, curb or edge of paving, whichever creates the greatest setback. In addition, a six-foot fence may be erected if set back 15 feet from the property line, curb or edge of paving, whichever creates the greatest setback.

Section 114-21: Front Yard(s)

The required open space extending along and back from the street line of any street on which the lot abuts.

DEED BK 6180 PG 01873 to 01876
INSTRUMENT # : 2020035263
RECORDED DATE: 05/18/2020 10:32:29 AM



5765098-0020Z

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type: Deed
Document Date: 04/20/2020
Reference Info:

Transaction #: 6044544 - 2 Doc(s)
Document Page Count: 3
Operator Id: dkrasley

RETURN TO: (Simplifile)
G M S S - Rq
980 Harvest Drive Suite 200
Blue Bell, PA 19422
(215) 641-8000

PAID BY:
G M S S - RQ

*** PROPERTY DATA:**

Parcel ID #: 52-00-17275-00-7
Address: 2 TERMINAL AVE

ERDENHEIM PA
19038
Municipality: Springfield Township (100%)
School District: Springfield

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$420,000.00

DEED BK 6180 PG 01873 to 01876
Recorded Date: 05/18/2020 10:32:29 AM

FEES / TAXES:

| | |
|---------------------------------|-------------------|
| Recording Fee:Deed | \$86.75 |
| Additional Names Fee | \$0.50 |
| Affordable Housing Names | \$0.50 |
| State RTT | \$4,200.00 |
| Springfield Township RTT | \$2,100.00 |
| Springfield School District RTT | \$2,100.00 |
| Total: | \$8,487.75 |

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg
Recorder of Deeds

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION**



Prepared By: **Greater Montgomery Settlement Services, LLC**
ATTN: Madison Brandt
910 Harvest Drive, Suite 100
Blue Bell, PA19422
Phone: 215-654-5443

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
52-00-17275-00-7 SPRINGFIELD TOWNSHIP
2 TERMINAL AVE
CLARK BRENDAN P & LYNDA L KING \$15.00
B 042 L 6 U 032 1101 05/11/2020 JG

Return To: **Greater Montgomery Settlement Services, LLC**
ATTN: Madison Brandt
910 Harvest Drive, Suite 100
Blue Bell, PA19422
Phone: 215-654-5443

52-00-17275-007
2 Terminal Avenue, Springfield, PA
19038
File No. 321-020211

Fee Simple Deed

This Deed, made on April 20, 2020, between,

Brendan P. Clark and Lynda L. King, nka Lynda Clark

hereinafter called the Grantors of the one part, and

Michael M DeLaurentis and Kimberly K DeLaurentis

hereinafter called the Grantees of the other part,

Witnesseth, that in consideration of **Four Hundred Twenty Thousand and 00/100 Dollars, (\$420,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, his/her/their heirs and assigns as frants by estivity

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, situate in the Township of Springfield, County of Montgomery, Commonwealth of Pennsylvania being Lot No. 6 on certain plan of Erdeheim Terrace laid out for Henry B. Auchy by Albright and Mebus, C. E. dated December 1908, which said plan is recorded in Deed Bock No. 602, Page 500, bounded and described, as follows, to wit:

BEGINNING at a point the intersection of the Northeasterly side of Montgomery Avenue (50 feet wide) with the Southeasterly side of Terminal Avenue (50 feet wide); thence extending along said side of Terminal Avenue on the curve on the right with a radius of 552.01 feet, the arc distance of 151 feet 10-7/8 inches to a point; a corner of Lot No. 112; thence extending in a Southeasterly direction on a line parallel with Montgomery Avenue and along the Southwesterly line of Lot No. 112; 29 feet 2-3/4 inches to a point; a corner of Lot No. 5; thence extending Southwesterly on a line at right angles to Montgomery Avenue and along the Northwesterly line of Lot No. 5, 150 feet to a point in the aforesaid side of Montgomery Avenue; thence extending along the same Northwestwardly, 50 feet to the first mentioned point and place of beginning.

Being the same premises which James D. Flanigan and Bernadette M. Flanigan his wife by Deed dated 11/30/1986 and recorded 12/15/1986 in Montgomery County in 4822 Page 1873 conveyed unto Brendan P. Clark and Lynda L. King his wife, in fee.

108



And the said Grantors do hereby covenant to and with the said Grantees that he/she/they, the said Grantors, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, his/her/their heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/they or any of them.

In witness whereof, the said Grantors has caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness [Signature] Brendan P. Clark
Brendan P. Clark

Print Witness Name: Sheri L. King

Witness [Signature] Lynda L. King, aka Lynda Clark
Lynda L. King, aka Lynda Clark

Print: Sheri L. King

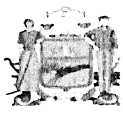
State/Commonwealth of Pennsylvania
County of Montgomery

On this 20 day of April, 2020, before me, the undersigned officer, personally appeared Brendan P. Clark and Lynda L. King, aka Lynda Clark, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JUDITH A. EISENHOWER, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires July 5, 2020



And the said Grantors do hereby covenant to and with the said Grantees that he/she/they, the said Grantors, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, his/her/their heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/them or any of them.

In witness whereof, the said Grantors has caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Witness [Signature] Brendan P. Clark
Brendan P. Clark

Print Witness Name: [Signature]

Witness [Signature] Lynda L. King, nka Lynda Clark
Lynda L. King, nka Lynda Clark

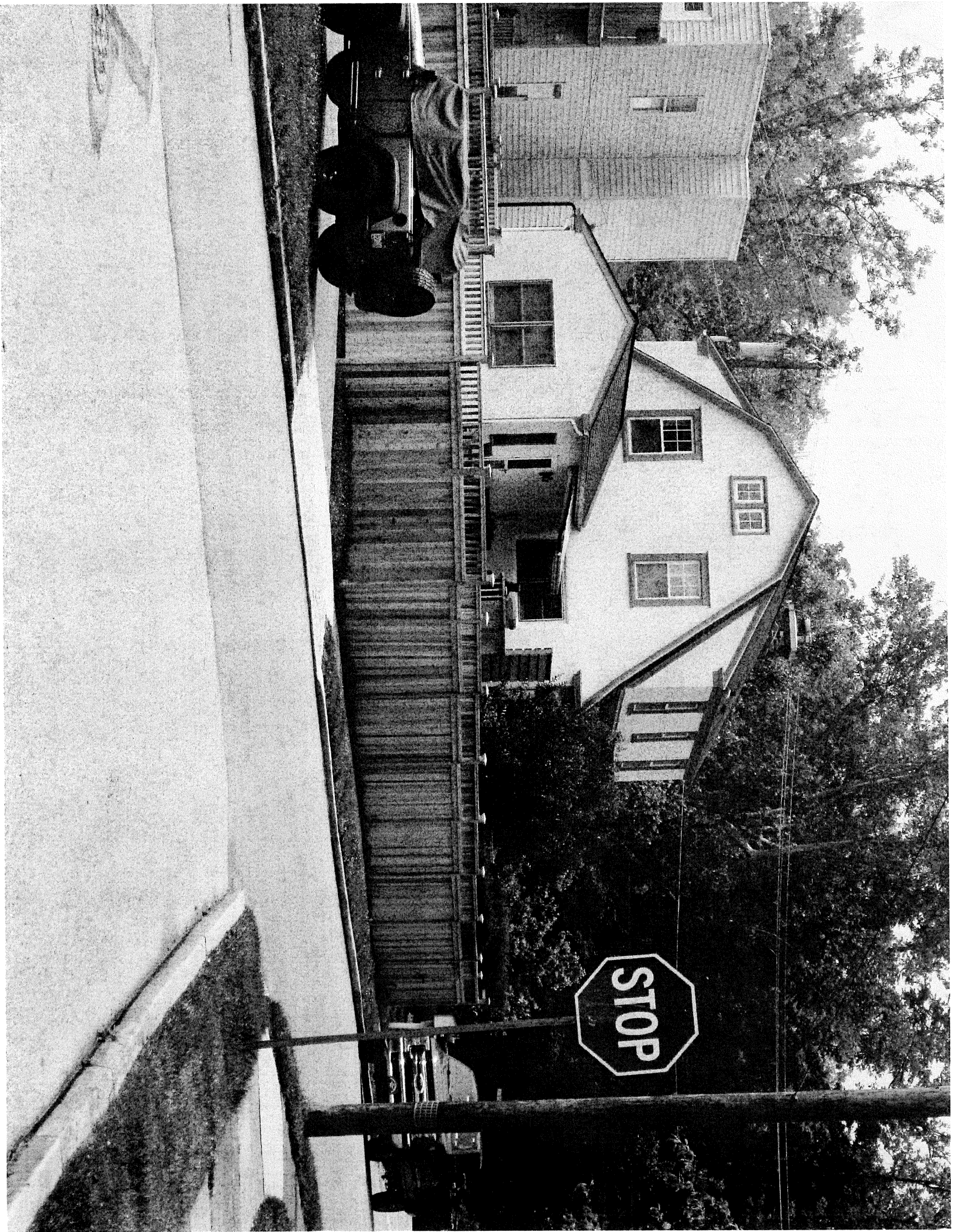
Print: [Signature]

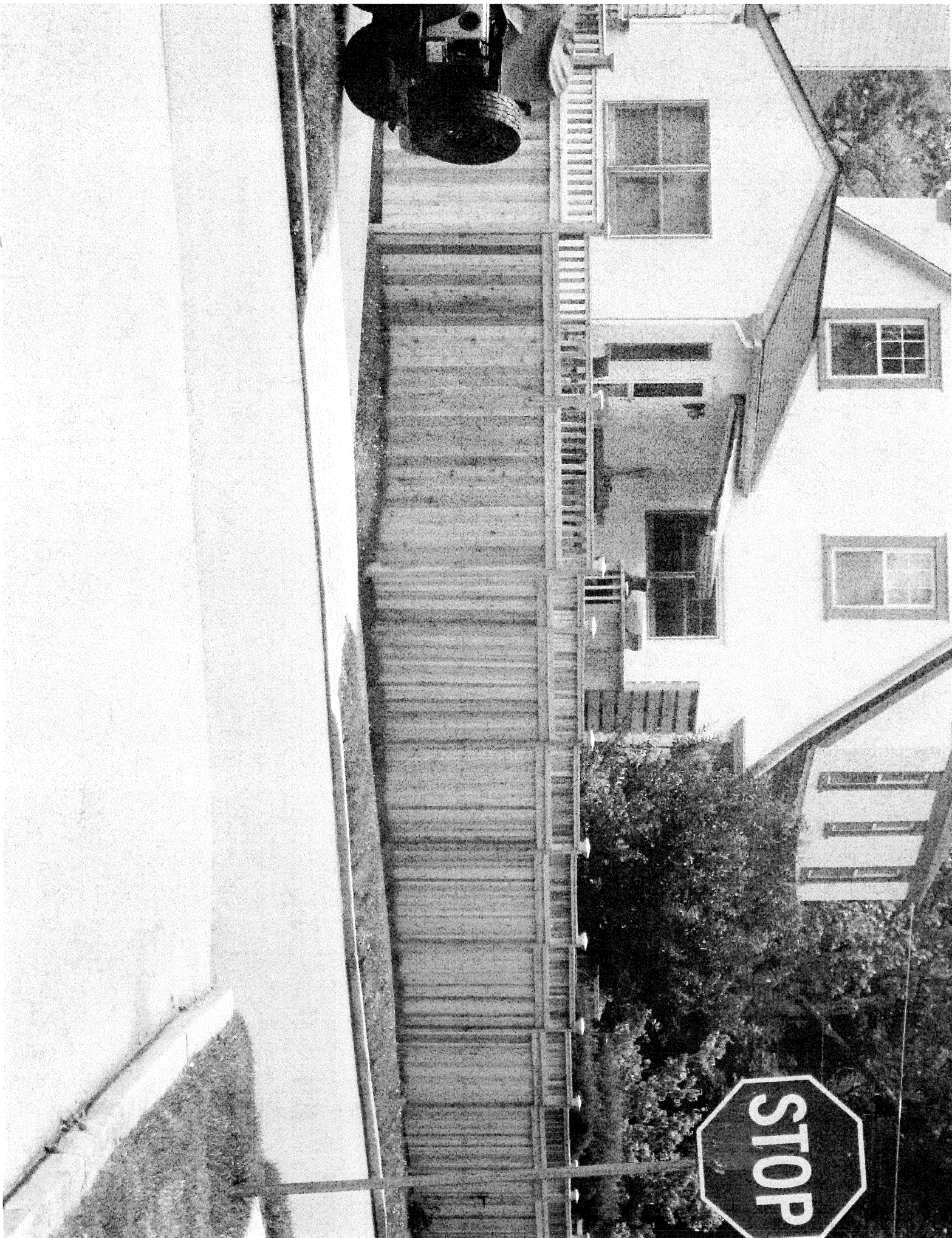
State/Commonwealth of Pennsylvania
County of Montgomery

On this 20 day of Apr., 2020, before me, the undersigned officer, personally appeared Brendan P. Clark and Lynda L. King, nka Lynda Clark, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal
[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JUDITH A. EISENHOWER, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires July 5, 2020





STOP



The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Baird M. Standish
Vice President

Peter D. Wilson
Michael E. Maxwell
Jonathan C. Cobb
Susanna O. Ratsavong
Brendan May

OFFICERS

A. Michael Taylor
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Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

Monday, September 26, 2023, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #23-18: This is the application of **Santander, N.A.**, applicant for the property located at 1842 Bethlehem Pike, Flourtown, PA 19031, known as Parcel #5200-0190-4006 and Parcel #5200-0190-3007. The applicant has requested a variance from Section 114-144.C.1 & 2 of the Springfield Township Zoning Ordinance. The applicant seeks approval to install a second wall sign of 39.9 square feet on the southwestern façade of the building. The proposed wall sign is limited to no greater than 20 square feet. The property is zoned within the Shopping Center District of Ward #6 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website [@springfieldmontco.org](https://springfieldmontco.org).

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

THERE IS A 30-DAY PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30-DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038

ORIGINAL

NO. 23-18

DATE: 8/7/2023

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Santander, N.A.

(Name of Applicant)

Of (Address) c/o Stevens & Lee, 840 W. Hamilton St., Suite 521, Allentown, PA 18101

(Telephone No.) c/o 610-997-5065 (James Kratz, Esq.)

do hereby make application before the Springfield Township Zoning Hearing Board to request:

An **appeal** from the decision of the Zoning/Building Official.

A **special exception** as provided for in Article _____, Section _____, Subsection _____, of the Springfield Township Zoning Code.

A **variance** from the requirements set forth in Article XIV, Section 114-144 Subsection C.(2), of the Springfield Township Zoning Code.

Other (please specify) _____

The property concerned is located at 1842 Bethlehem Pike, Flourtown, PA 19031

which is located within the Flourtown Shopping Center.

Petitioner's Interest in the property is Lessee

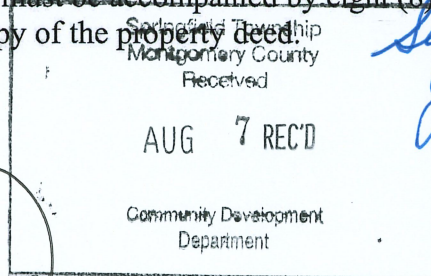
Present use of property bank branch building is under construction

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

See attached Narrative attached hereto and incorporated herein by reference.

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

Case # 23-18
check # 209369
\$1200.00



Sanford N.A.
James J. Kratz, Esq.
Applicant's Signature

Owner's Signature

Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

See attached Narrative attached hereto and incorporated herein by reference.

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

*Santander, N.A.
James J. Krutz, Esq.*
Applicant's Signature

Owner's Signature

Matt Haley

Digitally signed by Matt Haley
DN: cn=Matt Haley, o=Federal Realty Investment Trust, ou=Project Manager,
email=mhaley@federalrealty.com, c=US
Date: 2023.08.04 10:09:35 -0400

Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

**TOWNSHIP OF SPRINGFIELD
COMMUNITY DEVELOPMENT
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

Application Procedures

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Filing Fees and Costs

ORIGINAL

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

Santander, N.A.

Printed Name of Applicant

James J. Kratz, Esq. 8-3-23
Applicant's Signature and Date

Narrative

The subject property (the “Property”) is an approximately 2,450 square feet bank building and appurtenances (i.e. abutting parking areas) located at 1842 Bethlehem Pike, Flourtown, PA 19031. The bank building has been under construction for some time. The construction is nearly complete and may be complete by the time of the hearing before this Honorable Zoning Hearing Board. Attached hereto as **Exhibit “1”** is a copy of the approved, recorded land development plans for the Property which plans are recorded at Plan Book 0058, Page 00212 in the Montgomery County Recorder of Deeds Office.

Federal Realty Investment Trust owns the Property pursuant to the Indenture made April 24, 1980, recorded at Deed Book Volume 4521, Page 254 (the “Deed”) in the Montgomery County Recorder of Deeds Office. Attached hereto as **Exhibit “2”** is a copy of the Deed. Santander Bank, N.A. (the “Applicant”), is the lessee of the Property. Attached hereto as **Exhibit “3”** is a redacted copy of Santander’s lease.

The Property is located on part of Parcel Identification Number 65-00-00547-063 and part of 52-00-01903-007. PIN 65-00-00547-063 is approximately 2.36 acres located within Whitemarsh Township and is part of the Flourtown Shopping Center. PIN 65-00-00547-063 has frontage on Bethlehem Pike. Montgomery County’s assessment records do not provide a street address for PIN 65-00-00547-063. For illustrative purposes for the boundaries of PIN 65-00-00547-063, attached hereto as **Exhibit “4”** is a print of Montgomery County’s online parcel map for PIN 65-00-00547-063. The bank building is also located on part of Parcel Identification Number 52-00-01903-007. PIN 52-00-01903-007 is approximately 7.14 acres located within Springfield Township and is part of the Flourtown Shopping Center. Montgomery County’s assessment records provide a street address of 1840 - 1844 Bethlehem Pike for PIN 52-00-01903-007. PIN 52-00-01903-007 has frontage on Bethlehem Pike. For illustrative purposes for the boundaries of PIN 52-00-01903-007, attached hereto as **Exhibit “5”** is a print of Montgomery County’s online parcel map for PIN 52-00-01903-007.

The bank building is a corner building with dual frontage on Bethlehem Pike. See Exhibit “1”; see also, Exhibit “6” discussed below. Both the front (south elevation) and the left side (west elevation) of the bank building are greater than 200’ from Bethlehem Pike. *Id.* The part of the bank building subject to this appeal is the part of the west elevation located within Springfield Township and, therefore, located within a Shopping Center Zoning District per the Springfield Township Zoning Ordinance (the “Zoning Ordinance”).

Attached hereto as **Exhibit “6”** is a scaled Site Plan showing, among other things, that the subject part of the west elevation of the bank building is setback 263’ from Bethlehem Pike and the front elevation of the bank building is setback at least 263’ from Bethlehem Pike.

Attached hereto as **Exhibit “7”** are the scaled drawings as of June 15, 2023 (the “6-15-23 Drawings”), that were submitted by Applicant’s agent, Image One, via email of July 7, 2023, to Mark Penecale, Zoning Officer and Director of Planning & Zoning Springfield Township, for

informal zoning consideration. Proposed Sign #3 (the subject of this appeal) is the proposed 39.9 sf facial sign for the part of the west elevation located in Springfield Township. See Sheet 5 of the 6-15-23 Drawings (Exhibit “7”).

Springfield Zoning Ordinance §§ 114-144.C.(1) and (2) state as follows:

- “(1) Quantity. Subject to the provisions of § 114-145, one facial sign (primary) may be affixed or otherwise represented upon the front face or canopy of a building fronting upon a public street, shopping center driveway, parking area or pedestrian mall or walkway. On corner buildings or lots, subject to the provisions of § 114-145, one additional sign (secondary) may be affixed or otherwise represented upon the additional frontage of the building on a public street, shopping center driveway, parking area or pedestrian mall or walkway.
- (2) Area. The area of a primary facial sign may not exceed the amount set forth in the Schedule of Sign Regulations. The area of a secondary facial sign shall not exceed 0.75 square foot for every linear foot of building frontage on the additional street side but shall not exceed 50% of the area permitted for the primary sign, except that the area of the secondary sign may be increased by the amount that the area of the primary sign is decreased but not in excess of the area permitted for the primary sign. The background area of a sign shall not be included in sign area limitation when such background is an intergral [sic] part of the design of the building.”

Attached hereto as **Exhibit “8”** is a copy of Zoning Ordinance §§ 114-144.C.(1) and (2).

Attached hereto as **Exhibit “9”** is a copy of Zoning Ordinance § 114-145 which is the Schedule of Sign Regulations which is a chart (the “Chart”). On the Chart, under the first column of “Permitted Signs” and second column “Zoning Classification”, proposed Sign #1¹ and proposed Sign #3 on the 6-15-23 Drawings are within “Industrial office, business, commercial” and “..., ..., S, ...” because of the proposed bank use and the property being located in a Shopping Center zoning district, respectively. Under the “Facial” column, the maximum square footage for “Facial” signs is 40 sf unless footnote #4 applies. Footnote #4 for Zoning Ordinance § 114-145 states:

“Structures set back more than two hundred (200) feet from the street curb or edge of the street may use seventy-five hundredths (0.75) square foot per linear footage of building frontage or forty (40) square feet, **whichever is more.**”

¹ Proposed Sign #1 shown on Sheet 4 of the 6-15-23 Drawings is the 39.9 square feet facial sign for the front (south elevation) entrance of the bank building. A zoning permit for proposed Sign #1 issued later in response to a zoning permit application for proposed Sign #1 which zoning application did not include proposed Sign #3 because of Image One’s email exchange on July 7, 2023, between Image One and Zoning Officer Penecale discussed on the following page of this Narrative.

Emphasis added.

On July 7, 2023, Image One, as agent for Santander submitted, via email, the 6-15-23 Drawings to Zoning Officer Penecale requesting his informal zoning consideration for proposed Sign #1 and proposed Sign #3. Image One explained that the linear footage for the front façade for the bank's entrance is 64' and that façade is setback greater than 200' from Bethlehem Pike. Image One further explained that $64' \times .75 = 48$. Thus, proposed Sign #1 could be a maximum of 48 sf per Footnote #4 of § 114-145 (the Chart). However, proposed Sign #1 is only being proposed at 39.9 sf so 8.1 sf was not being used for proposed Sign #1. Also, $48 \text{ sf} / 50\%$ per § 114-144.C. (2) = 24 sf for proposed Sign #3 (the proposed secondary sign). Thus, Image One explained that, per § 114-144.C. (2) and Footnote #4 of the § 114-145 (the Chart), proposed Sign #3 could be 24 sf plus the 8.1 sf not used for the primary sign (proposed Sign #1) so the total maximum square footage requirement for the surface area of proposed Sign #3 is 32.1 sf.

Via email of July 7, 2023, Zoning Officer Penecale responded to Image One's informal request regarding proposed Sign #1 (proposed at 39.9 sf) and proposed Sign #3 (proposed at 39.9 sf) by stating "you are limited to 40 square feet on the front façade and 20 square feet on the second façade." He indicated his foregoing statement is appealable to the Springfield Township Zoning Hearing Board. Attached hereto as **Exhibit "10"** is the July 7, 2023, email from Zoning Officer Penecale in response to Image One's email of July 7, 2023. Later, Image One formally submitted a zoning application for proposed Sign #1 (proposed at 39.9 sf) without proposed Sign #3 and the Zoning Officer issued a zoning permit for Sign #1 as the primary sign for the bank building.

Applicant respectfully disagrees with the Zoning Officer's statement that proposed Sign #3 (39.9 sf facial sign for subject part of west elevation located in Springfield Township) must not exceed 20 sf. Applicant respectfully requests that the Zoning Hearing Board agree with Applicant's interpretation of Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) that the maximum square footage requirement for the surface area of proposed Sign #3 is 32.1 sf when Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) are construed together relative to the factual circumstances here.

In the event that the Zoning Hearing Board agrees with Applicant's construction of Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4), Applicant requests a variance of 7.8 sf ($39.9 \text{ sf} - 32.1 \text{ sf}$) from Zoning Ordinance § 114-144.C.(2) for proposed Sign #3 (39.9 sf) because the subject part of the west elevation of the bank building is setback 263' from Bethlehem Pike which creates a hardship because a 32.1 sf facial sign on the subject part of the west elevation will not provide proper visibility for drivers on Bethlehem Pike and drivers entering the shopping center from the driveway off of Bethlehem Pike west of the west elevation of the bank building and proposed Sign #3 (39.9 sf) will provide adequate, reasonable visibility for said drivers in light of the Property's unnecessary hardship.

In the event that the Zoning Hearing Board agrees with the Zoning Officer's interpretation of a 20 sf limitation for proposed Sign #3 when Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) are construed together, then, in the alternative, Applicant respectfully requests a variance of 19.9 sf ($39.9 \text{ sf} - 20 \text{ sf}$) from Zoning Ordinance Section § 114-144.C.(2)

for proposed Sign #3 (39.9 sf) because the subject part of the west elevation of the bank building is setback 263' from Bethlehem Pike which creates a hardship because a 20 sf facial sign on the subject part of the west elevation will not provide proper visibility for drivers on Bethlehem Pike and drivers entering the shopping center from the driveway off of Bethlehem Pike west of the west elevation of the bank building and proposed Sign #3 (39.9 sf) will provide adequate, reasonable visibility for said drivers in light of the Property's unnecessary hardship.

With respect to both variance requests (variance request and alternative variance request) and Zoning Ordinance §§ 114-165.A. and B., Applicant states as follows:

- 1) The size, scope, extent and character of the variance and alternative variance requested each are consistent with Objective 6.2 and Goal 7.3 of the Township's Comprehensive Plan and each promotes the harmonious and orderly development of the zoning district involved.
- 2) The variance and alternative variance requested each are consistent with the character and type of development in the area surrounding the Property and will not substantially impair, alter or detract from the use of surrounding property of the character of the neighborhood in light of the zoning classification of the area affected; the effect on other properties in the area; the number, extent and scope of nonconforming uses in the area; and the presence or the absence in the neighborhood of conditions or uses which are the same or similar in character to the condition or use for which the Applicant seeks approval.
- 3) The proposed bank use is suitable with respect to traffic and highways in the area and provides for adequate access and off-street parking arrangements in order to protect major streets and highways from undue congestion and hazards as said bank development obtained land development from the Township.
- 4) The Flourtown Shopping Center and the bank development within said shopping center limit the total number of access points and encourage the access to buildings on roads other than major streets or highways as said bank development obtained land development from the Township.
- 5) The proposed bank development within the Flourtown Shopping Center is reasonable in terms of the logical, efficient and economical extension of public services and facilities, such as public water, sewers, police, fire protection and public schools, and assures adequate arrangements for sanitation as said bank development obtained land development from the Township.
- 6) Conditions may be imposed on the grant of a variance in accordance with applicable law.
- 7) The proposed sign variance and alternative sign variance requested each are not detrimental to the safety, health, morals and general welfare of the Township.

- 8) That the Property is unique as it is a corner building within the shopping center which building has dual frontage on Bethlehem Pike and the building is setback greater than 200' from Bethlehem Pike which causes a visibility hardship for drivers on Bethlehem Pike desiring access to the building and these unique conditions are peculiar to this particular Property; and that the foregoing unnecessary hardship is due to said unique conditions and not the circumstances generally created by the provisions of the Zoning Ordinance for a property located in a Shopping Center zoning district.
- 9) That because of the Property's unnecessary hardship, there is little or no possibility that a proposed secondary sign for the part of the west elevation of the building located in Springfield Township can be developed in strict conformity with the provisions of the Zoning Ordinance and that the authorization of a variance is therefore necessary to enable the reasonable secondary signage for the bank use of the Property.
- 10) The unnecessary hardship has not been created by the Applicant.
- 11) The variance and alternative variance, as the case may be, if authorized, will represent the minimum variance that will afford relief and represents the least modification possible of Zoning Ordinance § 114-144.C.(2) in light of the unnecessary hardship.

Closing

For the reasons set forth above, Applicant respectfully requests that the Zoning Hearing Board agree with Applicant's interpretation of Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) that the maximum square footage requirement for the surface area of proposed Sign #3 is 32.1 sf (not 20 sf) when Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) are construed together relative to the factual circumstances here.

In the event that the Zoning Hearing Board agrees with Applicant's construction of Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4), Applicant requests a variance of 7.8 sf (39.9 sf – 32.1 sf) from Zoning Ordinance § 114-144.C.(2) because the subject part of the west elevation of the bank building is setback 263' from Bethlehem Pike which creates a hardship because a 32.1 sf facial sign on the subject part of the west elevation will not provide proper visibility for drivers on Bethlehem Pike and drivers entering the shopping center from the driveway off of Bethlehem Pike west of the west elevation of the bank building and proposed Sign #3 (39.9 sf) will provide adequate, reasonable visibility for said drivers in light of the Property's unnecessary hardship.

In the event that the Zoning Hearing Board agrees with the Zoning Officer's interpretation of a 20 sf limitation for proposed Sign #3 when Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) are construed together, then, in the alternative, Applicant respectfully requests a variance of 19.9 sf (39.9 sf – 20 sf) from Zoning Ordinance Section § 114-144.C.(2) for proposed Sign #3 (39.9 sf) because the subject part of the west elevation of the bank building is setback 263' from Bethlehem Pike which creates a hardship because a 20 sf facial sign on the

subject part of the west elevation will not provide proper visibility for drivers on Bethlehem Pike and drivers entering the shopping center from the driveway off of Bethlehem Pike west of the west elevation of the bank building and proposed Sign #3 (39.9 sf) will provide adequate, reasonable visibility for said drivers in light of the Property's unnecessary hardship.

Applicant reserves its right to provide additional facts and legal argument at the hearing before the Zoning Hearing Board in support of its interpretation of Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) and the variance and alternative variance requested.

Please note that the alternative variance requested is only requested as an alternative legal theory in the event the Zoning Hearing Board agrees with Zoning Officer's interpretation that the maximum square footage requirement for the surface area of proposed Sign #3 is 20 sf (not 32.1 sf) when Zoning Ordinance §§ 114-144.C.(1) and (2) and § 114-145 (Footnote #4) are construed together relative to the factual circumstances here.

RECORDER OF DEEDS EXHIBIT "2"

MONTGOMERY COUNTY PENNSYLVANIA

Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

**I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA**



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds

001243

1243

No. 750-S CORPORATION DEED.

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila.

4/28/80\$546

1243

10.5

IN/ TL

This Indenture Made the 24th

day of **APRIL**

in the year of our Lord one thousand nine

hundred and eighty

Between PENNSYLVANIA PLAZAS, INC.

a Pennsylvania Corporation

8.50
.50
1.50

(hereinafter called the Grantor), of the one part, and

FEDERAL REALTY INVESTMENT TRUST, an Unincorporated Business Trust

(hereinafter called the Grantee), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

TWO MILLION ONE HUNDRED AND TEN THOUSAND DOLLARS (\$2,110,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, their heirs and assigns,

ALL THAT CERTAIN parcel or tract of ground, SITUATE in Whitemarsh and Springfield Townships, Montgomery County, PA, as shown on the As-Built Survey Prepared for Federal Realty Investment Trust, 5530 Wisconsin Avenue, Chevy Chase, Maryland 20015, dated April 10, 1980 and last revised April 18, 1980, as prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, PA, bounded and described as follows to wit:

BEGINNING at a point, a corner, on the easterly side of Bethlehem Pike, 60 feet wide, a corner of this and land of William E., Jr., David J. and Anna May Gerstlauer, being coordinate points 9376.051 North and 9159.528 East, which said point is located in a northerly direction 166.25 feet from the intersection of the easterly right of way line of Bethlehem Pike, 60 feet wide, and the northerly right of way line of Springfield Avenue, 40 feet wide; thence from the point of beginning along the easterly right of way line of Bethlehem Pike, 60 feet wide, North 4 degrees 47 minutes 40 seconds West crossing the township line separating Whitemarsh and Springfield Townships 499.74 feet to a point, a corner of land of Developers Diversified (K-Mart); thence along the same the five (5) following courses and distances to wit; 1. North 40 degrees 32 minutes 30 seconds East crossing a sanitary sewer right of way to Springfield Township 309.68 feet to a rail spike at an angle point. 2. Thence, running concurrently with the southeast edge of a 20 foot wide right of way to the Philadelphia Suburban Water Company North 65 degrees 23 minutes 30 seconds East 265 feet to an iron pin a corner. 3. Thence, running through traffic islands and recrossing a sanitary

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sewer right of way to Springfield Township South 24 degrees 36 minutes 13 seconds East 383.42 feet to a rail spike at the face of the existing curb. 4. Thence, continuing partly along the face of the curb North 65 degrees 18 minutes 15 seconds East 303.73 feet to a point, a corner near the face of the K-Mart building. 5. Extending between the walls of the K-Mart building and the Channel hardware store South 24 degrees 54 minutes 3 seconds East 215.49 feet to an iron pin, a corner in line of land of W. Grant Peirce, III, et ux; thence along the same and along land of Joseph C. Takach, et ux, Ottavio J. Guidi, Trustee, Irving Garland, et ux, Kathryn E. Moser, Victor N. D'Angelo, et ux, Jacinto Costa Oliveira, et ux, Rose Busenrell, et ux, Joseph H. Pizza, et ux, David J. Gerstlauer, et ux, William E. Gerstlauer, Jr., et ux, Emile J. Hennessey, et ux, William P. Claffey, et ux, and land of William E. Jr., David J. and Anna May Gerstlauer South 65 degrees 17 minutes 14 seconds West 1020.20 feet to the point and place of beginning.

CONTAINING in total Area 9.513 Acres of land be the same more or less.

BEING a part of the same premises which Tulip Realty Co. of Pa., Inc. (A Pa. Corp.) by Indenture bearing date the 28th day of April A.D. 1956 and recorded at Norristown in the Office for the Recording of Deeds, in and for the County of Montgomery on the 24th day of April A.D. 1957, in Deed Book 2779 Page 398 & c., granted and conveyed unto Bethlehem Pike Shopping Center, Inc. (A Pa. Corp.), in fee.

And by Articles of Merger filed in the Department of State, the name of said corporation has been changed to Pennsylvania Plazas, Inc.

UNDER AND SUBJECT to certain conditions and restrictions as now appear of record.

Being Parcel Nos. 65-00-00547-06-3 ✓ REGISTERED 4/28/80 R.A.
52-00-01903-00-7 ✓

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALLY TRANSFER TAX APR 20 '80 950.00
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALLY TRANSFER TAX APR 20 '80 950.00

Springfield Twp.
REALTY TRANS. TAX PAID
STATE 20,000.00
LOCAL 20,000.00
PER J.B.

Whitemarsh Twp.
REALTY TRANS. TAX PAID
STATE 1,100.00
LOCAL 1,100.00
PER J.B.

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALLY TRANSFER TAX APR 20 '80 950.00
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE
REALLY TRANSFER TAX APR 28 '80 950.00

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DEPARTMENT OF REVENUE
REALTY TRANSFER TAX APR 20 '00
P.B. 11160 200.00

Together with all and singular the Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece or ground above described Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, their heirs and Assigns, to and for the only proper use and behoof of the said Grantee, their heirs and Assigns, forever.

And the said Grantor for itself, its successors does by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and Assigns, that it the said Grantor, its successors all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, their heirs and Assigns, against it the said Grantor, its successors and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under the said Grantor, its successors or any of them, shall and will **WARRANT and forever DEFEND.**

In Witness Whereof


Sealed and Delivered
IN THE PRESENCE OF US:


~~THE COMMONWEALTH OF PENNSYLVANIA~~ PENNSYLVANIA PLAZAS, INC.
~~PLAZAS, INC.~~

Shalom Wall

Shalom Wall **SECRETARY**

BY: *Michael DePetrillo* vice president
MICHAEL DEPETRILLO

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX APR 28 '80

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX APR 28 '80

P.D. 11160
950.00

CT 1-78-04-M-27 16

Commonwealth of Pennsylvania

County of *Montgomery*

On this, the *24th* day of *April*, 1980, before me,

the undersigned officer,

personally appeared *Michael DePetrillo* who acknowledged himself (herself) to be the *Vice President* of *Pennsylvania Plazas Inc.* a corporation, and that he as such *Vice President*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as *Vice President* -

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary Opjela

MARY OPJELA, Notary Public
Lower Merion Twp., Montgomery Co.
My Commission Expires Jan. 23, 1984

REC'D.

PENNSYLVANIA PLAZAS, INC.

TO

FEDERAL REALTY INVESTMENT TRUST

750-S John C. Clark Co., Phila 1980

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY, PENNA.

- REGISTERED -
DATE *4/28/80* NO. *18447*

Thomas E. James Jr. Esq.
Township Engineer

Montgomery County S. S.
Recorded in the Office for Recording of Deeds & c.
In and for said county in *Book* book
No. *4521* Page *258* & c.
Witness my hand and seal of office this *28th* day of *April* 19 *80*

Shelton J. Rake Jr.

Recorder

The address of the above-named Grantee
FEDERAL REALTY INVESTMENT TRUST, ISM Associates,
is *Iron, State 1030, 5530 Wisconsin*
Avenue, Chevy Chase, Maryland 20015

On behalf of the Grantee

BOOK 4521 PG 258

Section 114-144.C Facial Signs

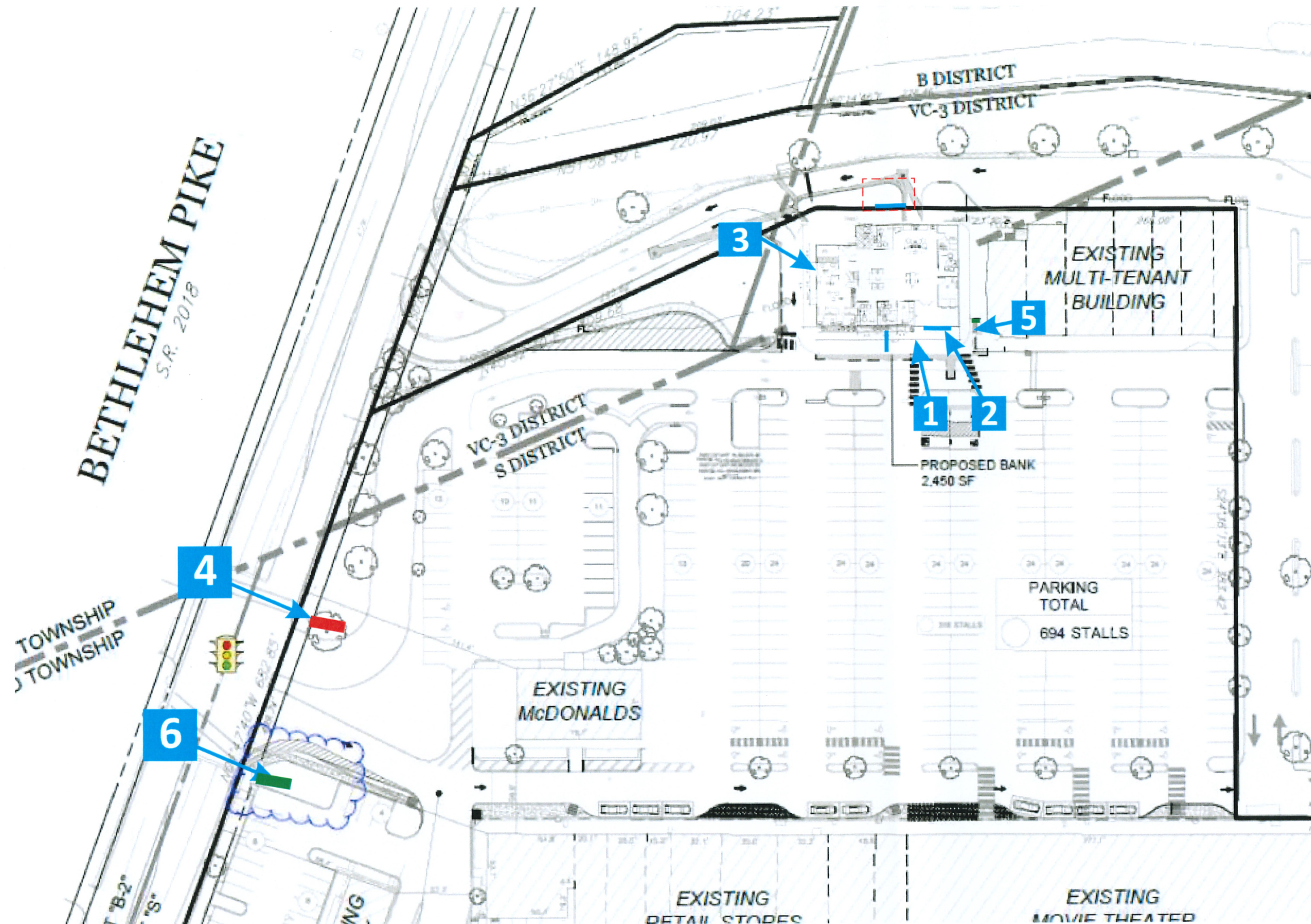
1. Quantity. Subject to the provisions of § 114-145, one facial sign (primary) may be affixed or otherwise represented upon the front face or canopy of a building fronting upon a public street, shopping center driveway, parking area or pedestrian mall or walkway. On corner buildings or lots, subject to the provisions of § 114-145, one additional sign (secondary) may be affixed or otherwise represented upon the additional frontage of the building on a public street, shopping center driveway, parking area or pedestrian mall or walkway.
2. Area. The area of a primary facial sign may not exceed the amount set forth in the Schedule of Sign Regulations. The area of a secondary facial sign shall not exceed 0.75 square foot for every linear foot of building frontage on the additional street side but shall not exceed 50% of the area permitted for the primary sign, except that the area of the secondary sign may be increased by the amount that the area of the primary sign is decreased but not in excess of the area permitted for the primary sign. The background area of a sign shall not be included in sign area limitation when such background is an integral part of the design of the building.

Santander #0024 Oreland

1842 Bethlehem Pike Flourtown, PA

Drawing Current As Of: 06/15/23

Type of Rendering: **Preliminary** | Tech Survey | Final



Exterior Signage Key

- 1 NEW INTERNALLY ILLUMINATED LETTERS
- 2 NEW ENTRANCE DOOR VINYL
- 3 NEW CHANNEL LTRS
- 4 NEW D/F PYLON SIGN
- 5 NEW S/F DIRECTIONAL SIGN
- 6 NEW PYLON TENANT PANEL

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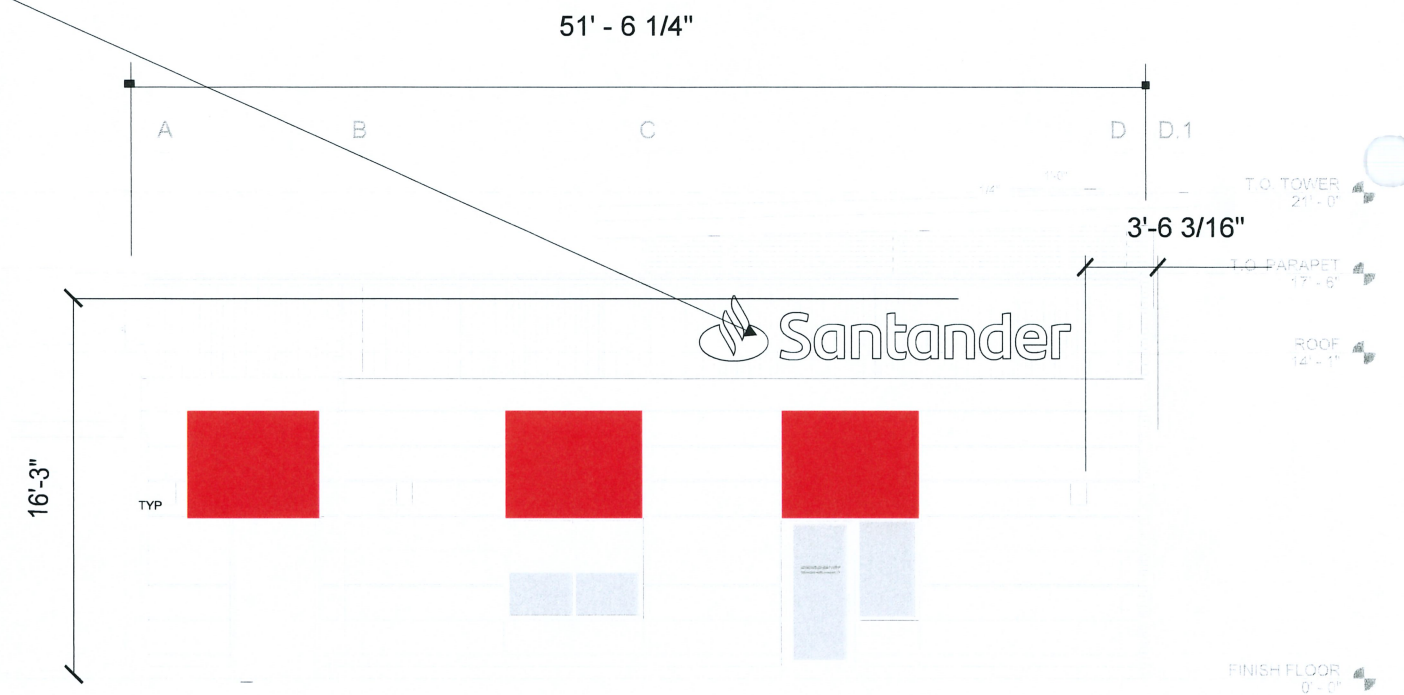
Santander #0024 Oreland

1842 Bethlehem Pike Flourtown, PA

Drawing Current As Of: 06/15/23
Type of Rendering: **Preliminary** | Tech Survey | Final

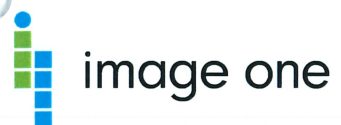


3 **NEW INTERNALLY ILLUMINATED CHANNEL LETTERS**
SCALE: 3/8" = 1'-0" QTY.1



LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"



677 Dunksferry Rd.
Bensalem, PA 19020

800 Business Park Dr.
Freehold, NJ 07728

i1ind.com
215.826.0880

Design and construction documents as instruments of service are given in confidence and remain property of Imageone Industries. The use of design and construction documents for purposes other than the specific project named herein is strictly prohibited without expressed written consent of Imageone Industries.

| SITE/PROJ # 0024 ORELAND | CLIENT: | BY | DESCRIPTION: | REV.#/DATE/DESCRIPTION: | BY | BY | SHEET # |
|---|---------|----|--------------|-------------------------|----|----|----------|
| LOCATION: 1842 BETHLEHEM PIKE FLOURTOWN, PA | | MG | | △ | △ | | 5 |
| | | | | △ | △ | | |
| | | | | △ | △ | | |
| | | | | △ | △ | | |

Santander #0024 Oreland

1842 Bethlehem Pike Flourtown, PA

Drawing Current As Of: 06/15/23
Type of Rendering: **Preliminary** | Tech Survey | Final

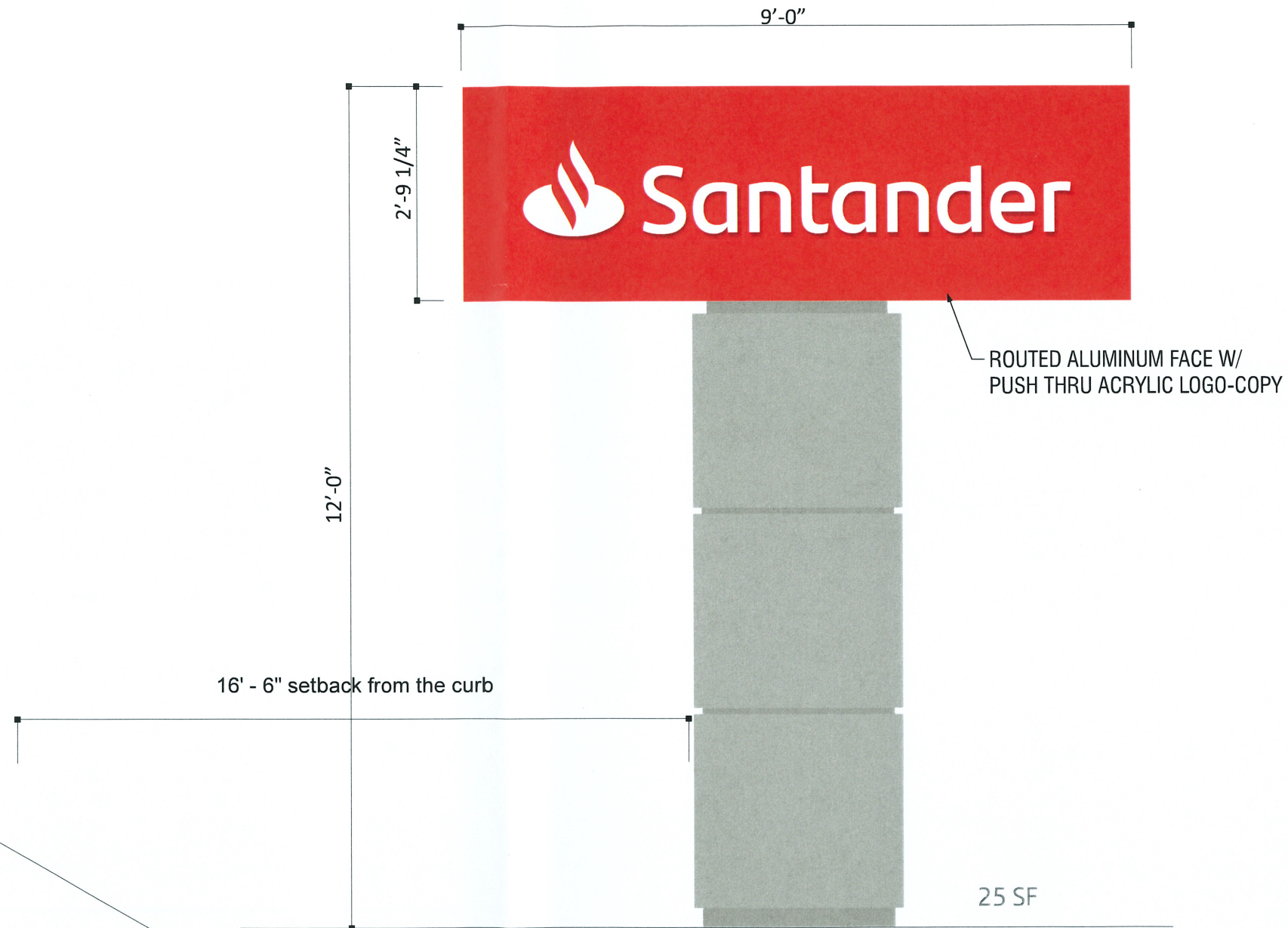


Existing Pylon: 19' H x 6' - 11.1/2"

EXISTING CONDITIONS



PROPOSED RENDERING



4 NEW INTERNALLY ILLUMINATED D/F PYLON SIGN
SCALE: 1/2" = 1'-0"

QTY. 1



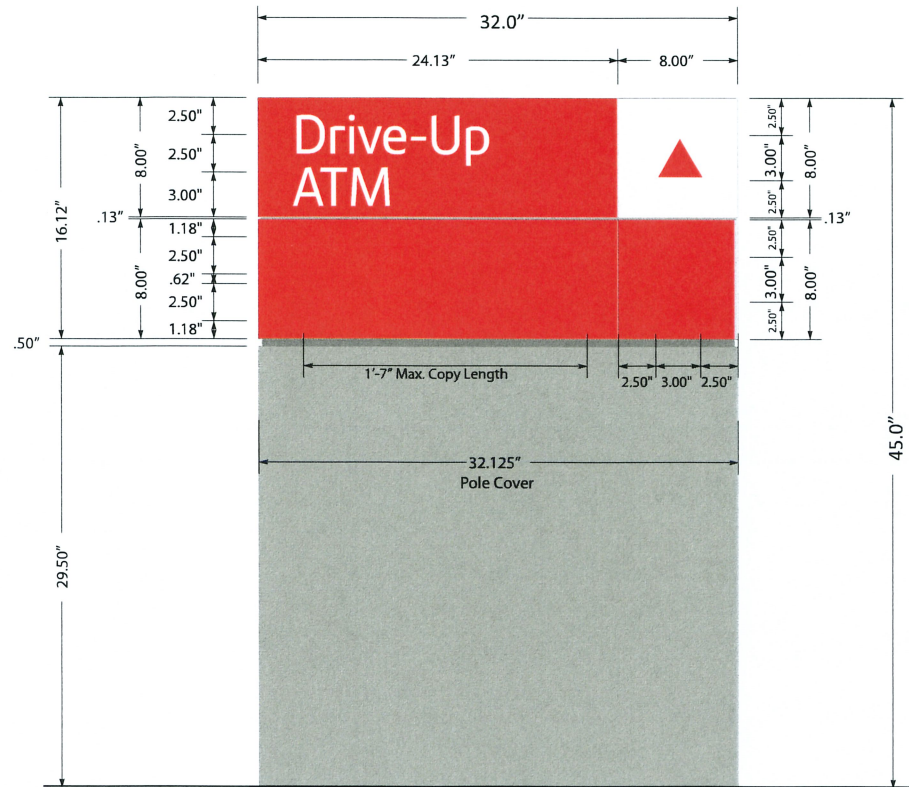
677 Dunksferry Rd.
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| SITE/PROJ # 0024 ORELAND | CLIENT: | BY | DESCRIPTION: | REV.#/DATE/DESCRIPTION: | BY | SHEET # |
|---|---------|-----|--------------|-------------------------|----|----------|
| LOCATION: 1842 BETHLEHEM PIKE FLOURTOWN, PA | | MIG | | △ | △ | 6 |
| | | | | △ | △ | |
| | | | | △ | △ | |
| | | | | △ | △ | |
| | | | | △ | △ | |



PROPOSED S/F DIRECTIONAL SIGN LOCATION

5 NEW S/F DIRECTIONAL SIGN
 SCALE: 1/2" = 1'-0" QTY. 1

Aluminum Cabinets Finished To Match PMS 485 C
 First Surface Opaque White Vinyl Graphics

****SEE PAGE 3 FOR SITE PLAN LOCATION**

| SITE/PROJ # 0024 ORELAND | CLIENT: | BY | DESCRIPTION: | REV.#/DATE/DESCRIPTION: | BY | BY | SHEET # |
|---|---------|----|--------------|-------------------------|----|----|----------|
| LOCATION: 1842 BETHLEHEM PIKE FLOURTOWN, PA | | MG | | △ | △ | | 7 |
| | | | | △ | △ | | |
| | | | | △ | △ | | |
| | | | | △ | △ | | |

Santander #0024 Oreland

1842 Bethlehem Pike Flourtown, PA

Drawing Current As Of: 06/15/23

Type of Rendering: **Preliminary** | Tech Survey | Final



PROPOSED RENDERING - D/F PYLON SIGN



EXISTING - D/F PYLON SIGN



6 NEW D/F PYLON TENANT PANELS
SCALE: 1/2" = 1'-0" QTY. 2

| SITE/PROJ # 0024 ORELAND | CLIENT: | BY | DESCRIPTION: | REV.#/DATE/DESCRIPTION: | BY | BY | SHEET # |
|---|---------|----|--------------|-------------------------|----|----|----------|
| LOCATION: 1842 BETHLEHEM PIKE FLOURTOWN, PA | | MG | | △ | | | 8 |
| | | | | △ | | | |
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The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Baird M. Standish
Vice President

Peter D. Wilson
Michael E. Maxwell
Jonathan C. Cobb
Susanna O. Ratsavong
Brendan May

OFFICERS

A. Michael Taylor
Secretary-Manager

James J. Garrity
Solicitor

Joelle Kleinman
Treasurer / Tax Collector

Timothy P. Woodrow, PE
Engineer

Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

Monday, September 26, 2023, at 7:00 p.m. at which time a public meeting will commence on the following application:

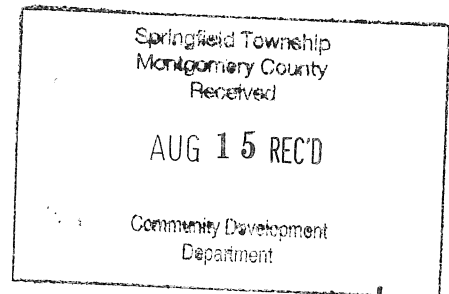
Case #23-19: This is the application of **Donna & Peter Duncan**, applicants for the property located at 201 Yeakel Avenue, Erdenheim, PA 19038, known as Parcel #5200-1936-6004. The applicants have requested variances from Section 114-64. A & 114.64. B of the Springfield Township Zoning Ordinance. The applicant seeks approval to construct an addition to the existing single-family dwelling that would encroach 2.25 feet into the required front yard setback and 4 feet, 1 inch into the required side yard setback. The proposed addition maintains the existing building lines and does not further diminish the existing setbacks. The property is zoned within the B-Residential District of Ward #4 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website [@springfieldmontco.org](http://springfieldmontco.org).

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

THERE IS A 30-DAY PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30-DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038



NO. #23-19

DATE: 8/15/2023

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We Donna & Peter G. Duncan
(Name of Applicant)

Of (Address) 234 Delmar Street, Philadelphia, PA 19128

(Telephone No.) 215-896-3048

do hereby make application before the Springfield Township Zoning Hearing Board to request:

 An **appeal** from the decision of the Zoning/Building Official.

 A **special exception** as provided for in Article , Section ,
Subsection , of the Springfield Township Zoning Code.

 X A **variance** from the requirements set forth in Article 114, Section 64,
Subsection A & B, of the Springfield Township Zoning Code.

 Other (please specify)

The property concerned is located at 201 Yeakel Avenue, Erdenheim, PA 19038

Petitioner's Interest in the property is Property Owner

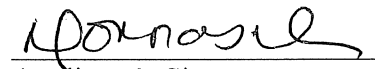
Present use of property Single Family Dwelling

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

The proposed addition will allow for a second full bath to be added, a fourth bedroom & additional storage space within the home. The proposed addition will encroach 2.25 ft into the required front yard and will maintain the existing building line along the side of the home. The fourth bedroom will occupy the existing finished attic space and will be accessed by a new stairway. The proposed addition will allow for our daughters to have their own bedrooms and a shared bathroom. The proposed addition & alterations are to allow us to age in place. We consider this our forever home.

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

Case # 23-19
Check # 3437
\$500.00


Applicant's Signature


Owner's Signature

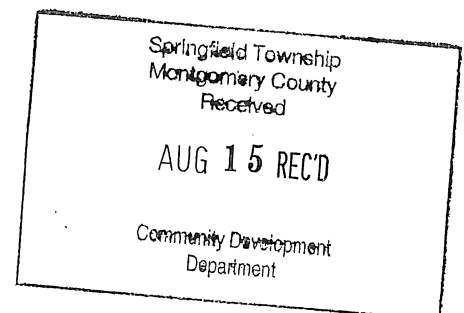
Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board



**TOWNSHIP OF SPRINGFIELD
COMMUNITY DEVELOPMENT
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

Application Procedures

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

DONNA G. DUNCAN

Printed Name of Applicant



Applicant's Signature and Date

Section 114-64. A Front Yards

1. General requirement. There shall be a front yard, the depth of which shall be at least 30 feet, provided that in the case of a lot extending through from one street to another, the street lines of which are not more than 150 feet apart, the depth of the front yard on the rear street line of such lot may be decreased when authorized as a special exception.

[Amended 3-11-1970 by Ord. No. 591]

2. Corner lots. In the case of a corner lot, a front yard, as provided for in Subsection A(1) above, shall be required on each street on which the lot abuts, provided that, if at the time this chapter becomes effective any corner lot is held in single and separate ownership with a width of less than 85 feet, the depth of the front yard on the long side of such lot may be decreased when authorized as a special exception.

Section 114-64.B Side Yards.

(1) Single-family dwellings. In the case of a single-family dwelling, there shall be two side yards, one on each side of the main building, together having an aggregate width of at least 25 feet, but neither side yard shall be less than 10 feet wide, provided that in the case of a lot held in single and separate ownership at the effective date of this chapter, of a width less than 70 feet, a single-family dwelling may be built thereon with side yards of less width when authorized as a special exception, and provided further that in the case of a single-family dwelling, constructed with its greater dimension parallel with the front street, a one-story open or enclosed porch may project into one of the side yards, provided that the width of such side yard is not hereby reduced to less than the required 10 feet.

(2) Other buildings. in the case of any building other than a single-family dwelling or a building accessory thereto, there shall be two side yards, one on each side of the main building. If such building is not over 40 feet high, the width of each of the two side yards shall be at least 20 feet, and if such building is over 40 feet high, this width shall be increased five feet for each 12 feet or portion thereof by which the building exceeds 40 feet in height.



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES
BUYER(S): Peter G Duncan, Donna Duncan
SELLER(S): Timothy Ferje, Sara Cassimatis
BUYER'S MAILING ADDRESS:
SELLER'S MAILING ADDRESS:

PROPERTY
ADDRESS (including postal city) 201 Yeakel Ave Glenside ZIP 19038
in the municipality of Springfield, County of montgomery
in the School District of Springfield, in the Commonwealth of Pennsylvania.
Tax ID #(s): 52-00-19366-004
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date):

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER
No Business Relationship (Buyer is not represented by a broker)
Broker (Company) BHHS Fox and Roach
Licensee(s) (Name) Jennifer Rinella, Michael Sivel
State License # RS271347/RS222953
Direct Phone(s)
Cell Phone(s) (215)287-7650
Email Jennifer.rinella@foxroach.com
Buyer Agent (Broker represents Buyer only)
Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER
No Business Relationship (Seller is not represented by a broker)
Broker (Company) Springer Real Estate
Licensee(s) (Name) Laura Aiken
State License # rs288816
Direct Phone(s)
Cell Phone(s) (215)359-5237
Email lauraaikenrealestate@gmail.com
Seller Agent (all company licensees represent Seller)
Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: [Handwritten initials]

Seller Initials: _____

1 **1. By this Agreement**, dated July 4, 2023

2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**

4 (A) Purchase Price \$50,000.00
5 Five Hundred One Thousand

6 U.S. Dollars), to be paid by Buyer as follows:

- 7 1. Initial Deposit, within 2 days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ 50,000.00
- 9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 10 3. _____ \$ _____

11 Remaining balance will be paid at settlement.

12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
13 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
14 sonal check.

15 (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____
16 _____),
17 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termi-
18 nation of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the
19 State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

20 **3. SELLER ASSIST (If Applicable) (1-10)**

21 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
22 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is
23 approved by mortgage lender.

24 **4. SETTLEMENT AND POSSESSION (1-23)**

25 (A) Settlement Date is September 12, 2023, or before if Buyer and Seller agree.

26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
27 Buyer and Seller agree otherwise.

28 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
29 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
30 fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will
31 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:
32 _____

- 33 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
34 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
35 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
36 31. School tax bills for all other school districts are for the period from July 1 to June 30.

37 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

38 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

39 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
40 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
41 is subject to a lease.

42 (H) If Seller has identified in writing that the Property is subject to a lease or short-term rental agreement, possession is to be delivered
43 by deed, existing keys and assignment of existing leases and short-term rental agreements for the Property, together with security
44 deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases or short-term rental agree-
45 ments, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer
46 will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(s) at
47 the execution of this Agreement, unless otherwise stated in this Agreement.

48 **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.** ^{DS} ^{DS}

49 **5. DATES/TIME IS OF THE ESSENCE (1-10)**

50 (A) Written acceptance of all parties will be on or before: July 4, 2023 July 6, 2023

51 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
52 essence and are binding.

53 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by
54 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-
55 ing the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be**
56 **initialed and dated.**

57 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
58 ment of the parties.

59 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
60 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
61 to all parties, except where restricted by law.

62 Buyer Initials: PEJ DD

Seller Initials: _____

65 **6. ZONING (4-14)**

66 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

68 **Zoning Classification, as set forth in the local zoning ordinance:** _____

70 **7. FIXTURES AND PERSONAL PROPERTY (1-20)**

71 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

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73
74 (B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: **all appliances in as is condition**

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86 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): _____

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89 (D) EXCLUDED fixtures and items: _____

91 **8. BUYER FINANCING (8-22)**

92 (A) Buyer may elect to make this Agreement contingent upon obtaining mortgage financing. Regardless of any contingency elected in this Agreement, if Buyer chooses to obtain mortgage financing, the following apply:

93
94 1. **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated below, or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan.

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98 2. Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(F), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

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103 3. Seller will provide access to insurers' representatives and, as may be required by the mortgage lender(s), to surveyors, municipal officials, appraisers, and inspectors.

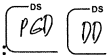
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106 4. If the mortgage lender(s) gives Buyer the right to lock in interest rate(s) at or below the maximum levels desired, Buyer will do so at least 15 DAYS before Settlement Date.

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108 (B) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the Property.

FHA/VA, IF APPLICABLE

(C) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

127 Buyer Initials: 

Seller Initials: _____

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(D) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgment**

Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(F)) and Buyer's acceptance of additional required repairs as required by the lender.

(E) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

(F) **Mortgage Contingency**

WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain mortgage financing for the Property.

ELECTED. This sale is contingent upon Buyer obtaining mortgage financing according to the terms outlined below. Upon receiving documentation demonstrating the mortgage lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the following terms, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____ (Commitment Date).

| First Mortgage on the Property | Second Mortgage on the Property |
|---|---|
| Loan Amount \$ _____ | Loan Amount \$ _____ |
| Minimum Term _____ years | Minimum Term _____ years |
| Type of mortgage _____ | Type of mortgage _____ |
| For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % | For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % |
| Mortgage lender _____ | Mortgage lender _____ |
| Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. | Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. |
| Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan. | Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan. |

- The interest rate(s) and fee(s) provisions in Paragraph 8(F) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- Seller may terminate this Agreement after the Commitment Date by written notice to Buyer if:
 - Seller does not receive a copy of the documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) by the Commitment Date,
 - The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) does not satisfy the loan terms outlined in Paragraph 8(F), OR
 - The documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Commitment Date, or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
- Seller's right to terminate continues until Buyer delivers documentation demonstrating the mortgage lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing. Termination of this Agreement by Buyer due to the mortgage lender's denial of Buyer's mortgage application(s) may demonstrate bad faith by Buyer and result in the forfeiture of deposit monies to Seller.
- If this Agreement is terminated pursuant to Paragraphs 8(F)(2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
 - If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

Buyer Initials: PGD DD

Seller Initials: _____

- b. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - 1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 - 2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated above or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

10. SELLER REPRESENTATIONS (1-20)

(A) Status of Water

Seller represents that the Property is served by:

- Public Water Community Water On-site Water None _____

(B) Status of Sewer

1. Seller represents that the Property is served by:

- Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
- Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
- Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
- None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(D) Land Use Restrictions

1. Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):

- Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
- Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

Buyer Initials: os DD

Seller Initials: _____

- 258 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- 259 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- 260 Other _____

2. **Notices Regarding Land Use Restrictions**

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) **Real Estate Seller Disclosure Law**

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) **Public and/or Private Assessments**

- 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
- 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) **Highway Occupancy Permit**

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(H) **Internet of Things (IoT) Devices**

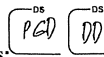
- 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
- 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
- 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
- 4. This paragraph will survive settlement.

11. **WAIVER OF CONTINGENCIES (9-05)**

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

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Buyer Initials:



ASR Page 6 of 14

Seller Initials: _____

321 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (1-23)**

322 (A) **Rights and Responsibilities**

- 323 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to
- 324 surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate
- 325 licensee(s) may attend any inspections.
- 326 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the
- 327 condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived
- 328 by any other provision of this Agreement.
- 329 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
- 330 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for
- 331 Buyer.
- 332 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.
- 333 Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

334 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as

335 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly

336 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same

337 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D)

338 for Notices Regarding Property and Environmental Inspections)

339 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any

340 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit

341 a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

342 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

343 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior
344 doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances;
345 electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetra-
346 tion; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environ-
347 mental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer
348 may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the
349 home inspection must be performed by a full member in good standing of a national home inspection association,
350 or a person supervised by a full member of a national home inspection association, in accordance with the ethical
351 standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or
352 architect. (See Notices Regarding Property & Environmental Inspections)

Waived
P CD DS

353 **Wood Infestation**

354 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a
355 wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided
356 by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort-
357 gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be
358 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection
359 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesti-
360 cide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer
361 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to
362 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Waived
P CD DS

363 **Deeds, Restrictions and Zoning**

364 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi-
365 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
366 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking,
367 short-term rentals) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present
368 use: _____

Waived
P CD DS

369 **Water Service**

370 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise
371 qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will
372 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous
373 condition, at Seller's expense, prior to settlement.

Waived
P CD DS

374 **Radon**

375 **Elected** Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection
376 Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02
377 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground
378 by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can
379 increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a
380 house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any
381 person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department
382 of Environmental Protection. Information about radon and about certified testing or mitigation firms is available
383 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State
384 Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov

Waived
P CD DS

385 Buyer Initials:

Seller Initials: _____

386 **On-lot Sewage (If Applicable)**
387 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic
388 load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's
389 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water
390 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,
391 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection
392 Contingency.

Waived
PEL DD

393 **Property and Flood Insurance**
394 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance
395 for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate
396 with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,
397 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more
398 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood
399 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more
400 flood insurance agents regarding the need for flood insurance and possible premium increases.

Waived
PEL DD

401 **Property Boundaries**
402 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal
403 description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property
404 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
405 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-
406 tations of size of property are approximations only and may be inaccurate.

Waived
PEL DD

407 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**
408 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct
409 a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint
410 hazards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard**
411 **Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved**
412 **lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a**
413 **separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any**
414 **lead-based paint records regarding the Property.**

Waived
PEL DD

415 **Other**

416 **Elected** _____

Waived
PEL DD

418 The Inspections elected above do not apply to the following existing conditions and/or items:

421 (D) **Notices Regarding Property & Environmental Inspections**

- 422 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
423 the surface of a structure where it may cause mold and damage to the building's frame.
- 424 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 425 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
426 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-
427 sibility to dispose of them properly.
- 428 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer
429 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop
430 the property would be affected or denied because of its location in a wetlands area.
- 431 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
432 pollen and viruses) have been associated with allergic responses.
- 433 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
434 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
435 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
436 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
437 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
438 calling 1-877-724-3258.

439 **13. INSPECTION CONTINGENCY (10-18)**

- 440 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
441 in Paragraph 12(C).
- 442 (B) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in
443 Paragraph 13(C):
 - 444 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer **WILL present all Report(s) in**
445 **their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in**
446 **Paragraph 28 of this Agreement, OR**
 - 447 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer **WILL present all Report(s) in**
448 **their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer
449 according to the terms of Paragraph 26 of this Agreement, OR

450 Buyer Initials: _____

Seller Initials: _____

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- 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**

The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

- a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:
 - (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
 - (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the Negotiation Period ends.
- b. If no mutually acceptable written agreement is reached, or if Seller fails to respond during the Negotiation Period, within _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
 - (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the stated time**, Buyer will notify Seller in writing of Buyer's choice to:
 - 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
 - 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

14. TITLES, SURVEYS AND COSTS (6-20)

- (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.** Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

516 Buyer Initials: 

Seller Initials: _____

517 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
518 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned
519 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition
520 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit
521 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for
522 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those
523 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

524 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
525 about the status of those rights unless indicated elsewhere in this Agreement.

526 Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.

527 (I) COAL NOTICE (Where Applicable)

528 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
529 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
530 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
531 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
532 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
533 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsi-
534 dence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
535 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
536 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

537 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:
538

539 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

540 Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

541 2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
542 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that
543 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
544 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
545 whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or
546 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
547 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
548 the Act gives certain rights and protections to buyers.

549 15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)

550 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are
551 received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/
552 or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 553 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
554 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- 555 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails**
556 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS
557 that Buyer will:
 - 558 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
559 Paragraph 28 of this Agreement, OR
 - 560 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
561 Paragraph 26 of this Agreement.

562 **If Buyer fails to respond** within the time stated in Paragraph 15(A)(2) **or fails to terminate** this Agreement by written notice
563 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

564 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
565 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
566 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of
567 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to
568 Seller.

- 569 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
570 copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - 571 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/
572 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - 573 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
574 notify Seller in writing within 5 DAYS that Buyer will:
 - 575 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
576 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
 - 577 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
578 of Paragraph 26 of this Agreement.

579 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by writ-
580 ten notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this

581 Buyer Initials: PGD DD

Seller Initials: _____

582 Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the
 583 notice provided by the municipality.

584 2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,
 585 Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(2) will survive**
 586 **settlement.**

587 **16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)**

588 (A) Property is NOT a Condominium or part of a Planned Community unless checked below.

589 CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407
 590 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of
 591 the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

592 PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by
 593 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the decla-
 594 ration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the
 595 provisions set forth in Section 5407(a) of the Act.

596 (B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM**
 597 **OR A PLANNED COMMUNITY:**

598 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),
 599 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void
 600 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public
 601 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this
 602 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

603 (C) **THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A**
 604 **PLANNED COMMUNITY:**

605 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association
 606 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides
 607 that the association is required to provide these documents within 10 days of Seller's request.

608 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
 609 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
 610 association in the Certificate.

611 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
 612 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon
 613 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of
 614 this Agreement.

615 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
 616 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
 617 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
 618 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
 619 (3) Appraisal fees and charges paid in advance to mortgage lender.

620 **17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

621 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-
 622 erty at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for
 623 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of
 624 the property and result in a change in property tax.

625 **18. MAINTENANCE AND RISK OF LOSS (1-14)**

626 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)
 627 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

628 (B) If any part of the Property included in the sale fails before settlement, Seller will:

629 1. Repair or replace that part of the Property before settlement, OR

630 2. Provide prompt written notice to Buyer of Seller's decision to:

631 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
 632 if any, OR

633 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
 634 part of the Property.

635 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller**
 636 **fails to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
 637 whichever is earlier, that Buyer will:

638 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

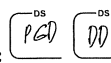
639 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 640 Paragraph 26 of this Agreement.

641 **If Buyer fails to respond** within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice
 642 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

643 (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not
 644 replaced prior to settlement, Buyer will:

645

Buyer Initials:



ASR Page 11 of 14

Seller Initials: _____

- 646 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- 647 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 648 Paragraph 26 of this Agreement.

649 **19. HOME WARRANTIES (1-10)**

650 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller
651 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any
652 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or
653 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends
654 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

655 **20. RECORDING (9-05)**

656 This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer
657 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

658 **21. ASSIGNMENT (1-10)**

659 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
660 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
661 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

662 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

- 663 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
- 664 laws of the Commonwealth of Pennsylvania.
- 665 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
- 666 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
- 667 Pennsylvania.

668 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

669 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
670 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
671 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
672 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
673 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
674 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/
675 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to
676 withhold, you may be held liable for the tax.

677 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

678 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
679 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**
680 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-
681 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

682 **25. REPRESENTATIONS (1-10)**

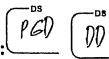
- 683 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
- 684 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
- 685 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
- 686 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
- 687 be altered, amended, changed or modified except in writing executed by the parties.
- 688 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property spe-
- 689 cifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
- 690 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
- 691 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
- 692 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
- 693 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
- 694 contained therein.
- 695 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 696 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

697 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

- 698 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
- 699 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
- 700 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 701 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 702 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 703 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
- 704 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 705 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 706 Broker how to distribute some or all of the deposit monies.
- 707 3. According to the terms of a final order of court.
- 708 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
- 709 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

710

Buyer Initials:



Seller Initials: _____

- 711 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 14 days (180 if not
- 712 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 713 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 714 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
- 715 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of
- 716 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
- 717 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
- 718 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
- 719 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
- 720 maintain their legal rights to pursue litigation even after a distribution is made.
- 721 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
- 722 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
- 723 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 724 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 725 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 726 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
- 727 Buyer's legal or financial status, OR
- 728 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 729 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 730 1. On account of purchase price, OR
- 731 2. As monies to be applied to Seller's damages, OR
- 732 3. As liquidated damages for such default.
- 733 (G) **SELLER IS LIMITED TO RETAINING THOSE SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS**
- 734 **LIQUIDATED DAMAGES.**
- 735 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
- 736 and Seller are released from further liability or obligation and this Agreement is VOID.
- 737 (I) Brokers and licensees are not responsible for unpaid deposits.

738 **27. MEDIATION (7-20)**

739 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
740 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
741 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation
742 system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be
743 divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the
744 completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens
745 by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all
746 proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to
747 the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement
748 reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this
749 Agreement will survive settlement.

750 **28. RELEASE (9-05)**

751 **Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any**
752 **OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or**
753 **through them, from any and all claims, losses or demands,** including, but not limited to, personal injury and property damage and
754 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,
755 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage
756 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in
757 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer
758 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

759 **29. REAL ESTATE RECOVERY FUND (4-18)**



760 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
761 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
762 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
763 3658.

764 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

- 765 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
- 766 and Closing Disclosure(s) upon receipt.
- 767 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
- 768 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant**
- 769 **to Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
- 770 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
- 771 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
- 772 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
- 773 Seller, unless otherwise agreed to by the parties.

774

Buyer Initials:

ASR Page 13 of 14

Seller Initials:



1 EXISTING FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 EXISTING SIDE ELEVATION
SCALE: 1/4" = 1'-0"



3 FRONT ELEVATION OPTION 1
SCALE: 1/4" = 1'-0"



4 SIDE ELEVATION OPTION 1
SCALE: 1/4" = 1'-0"

| REV# | Date | REV. Note |
|------|------|-----------|
| △ | | |
| △ | | |
| △ | | |
| △ | | |
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Plans, specifications, reports, documents, or other media are subject to unnoticeable alteration, either intentional or unintentional, due to scanning, copying, transmission, conversion, printing, reproduction, software error or human error. All users are responsible for verifying the accuracy of the information only and not as a warranty product nor as a "best effort" guarantee. The user is notified to be unnoticeable and unremediable. All drawings, specifications, and related documents are copyright, registered, and shall remain the property of the architect. No part of these documents in part or whole is forbidden without the architect's written permission. Do not scale drawings.

PA Registration: RA015197X
NJ Registration: 21A101731400



phillips | associates
architects / interiors / planners
87 East Butler Avenue, Ardmore, PA 19002 | 673.646.8788 | www.pacph.com
Progress 04 AUG 2023

DUNCAN RESIDENCE
ADDITION/RENOVATION
201 YEAKEL AVE
ERDENHEIM, PA 19038
EXTERIOR ELEVATIONS
EXISTING & OPTION 1

PROJECT NO: 023 113
DRAWN BY: CSY
DATE: dd mmm 23
SCALE: AS NOTED





The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: www.SpringfieldMontco.org

Phone: 215-836-7600

Fax: 215-836-7180

COMMISSIONERS

James M. Lee
President

Baird M. Standish
Vice President

Peter D. Wilson
Michael E. Maxwell
Jonathan C. Cobb
Susanna O. Ratsavong
Brendan May

Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

OFFICERS

A. Michael Taylor
Secretary-Manager

James J. Garrity
Solicitor

Joelle Kleinman
Treasurer / Tax Collector

Timothy P. Woodrow, PE
Engineer

Monday, September 26, 2023, at 7:00 p.m. at which time a public meeting will commence on the following application:

Case #23-20: This is the application of **126 Lorraine, LLC**, owner of the property located at 126 Lorraine Avenue, Oreland, PA 19075, known as Parcel #5200-1011-7001 & Parcel #5200-1011-6002. The applicant has requested a variance from Section 114-91 of the Springfield Township Zoning Ordinance. The applicant seeks approval to operate an automotive repair and sales facility from the property. The application states that the proposed business deals primarily in classic and vintage automobiles. The property is zoned within the B-1 Business District of Ward #3 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township
Zoning Hearing Board
Mark A. Penecale
Director of Planning & Zoning

THERE IS A 30-DAY PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30-DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

TOWNSHIP OF SPRINGFIELD
MONTGOMERY COUNTY
1510 PAPER MILL ROAD
WYNDMOOR, PA 19038

Springfield Township
Montgomery County
Received

AUG 16 REC'D

Community Development
Department
DATE: 8/16/23

NO. 23-20

PETITION

SPRINGFIELD TOWNSHIP ZONING HEARING BOARD

We 126 Lorraine LLC/Dean Stephan
(Name of Applicant)

Of (Address) 126 Lorraine Ave. Oreland, PA 19075

(Telephone No.) 215 840 4483

do hereby make application before the Springfield Township Zoning Hearing Board to request:

 An **appeal** from the decision of the Zoning/Building Official.

 X A **special exception** as provided for in Article IX , Section 114 ,
Subsection 91 , of the Springfield Township Zoning Code.

 A **variance** from the requirements set forth in Article , Section ,
Subsection , of the Springfield Township Zoning Code.

 Other (please specify)

The property concerned is located at 126 Lorraine Ave.
Oreland, PA

Petitioner's Interest in the property is Owner

Present use of property Repair and refurbishing of vehicles

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

Request for an exception to allow for the sale of used cars at the premises.

The used cars will be principally vintage and classic cars and volume will be

approximately two cars per month. The premises has enclosed space

for the repair of vehicles and storage of parts, in compliance with the provisions of

the exception.

APPLICANT NOTE: Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

Case # 23-20
Check # 3084
\$1200.00

Applicant's Signature



Owner's Signature

Do not write in this space.

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board



**TOWNSHIP OF SPRINGFIELD
COMMUNITY DEVELOPMENT
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

Application Procedures

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

Dean Stephan

Printed Name of Applicant



Applicant's Signature and Date

Prepared by and Return to:

Land Services USA, Inc.
1835 Market Street, Suite 420
Philadelphia, PA 19103

File No. PACLT19-5815GD

UPI # 52-00-10117-001 and 52-00-10116-002

This Indenture, made the 14th day of February, 2020,

Between

HOWARD W. SUPPLEE, DANIEL W. SUPPLEE AND WILLIAM D. SUPPLEE

(hereinafter called the Grantors), of the one part, and

126 LORRAINE LLC

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of **Five Hundred Thousand And 00/100 Dollars (\$500,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

PREMISES "A"

ALL THOSE TWO CERTAIN lots or pieces of ground, situate the Township of Springfield, County of Montgomery and State of Pennsylvania known as Lots Nos. 270 and 272 on Plan of Orlando Land and Improvement Company and described as follows:

BEGINNING at a point on the Southeasterly side of Lorraine Avenue at the distance of two hundred and fifty feet Northeastwardly from the Northeastly side of Walnut Street.

CONTAINING in front or breadth on said side of Lorraine Avenue Fifty feet and extending Southeastwardly in length or depth between parallel lines at right angles to said Lorraine Avenue one hundred ten feet.

BEING known as 126 Lorraine Avenue.

BEING Tax Parcel No.: 52-00-10117-00-1.

PREMISES "B"

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Springfield, County of Montgomery and State of Pennsylvania, known as Lot No. 274, Block 056, Unit #008.

BEING known as Lorraine Avenue.

BEING Tax Parcel No.: 52-00-10116-00-2.

AS TO PREMISES "A"

BEING the same premises which Alice G. Supplee, by Deed dated 3/13/1948 and recorded 3/15/1948 in Montgomery County in Deed Book 1900 page 429, conveyed unto Leonard S. Supplee, Jr. and Howard W. Supplee, as tenants in common, in fee.

AND the said Leonard S. Supplee, Jr., departed this life on 9/10/1986, and Letters of Administration were granted unto Mildred A. Supplee.

AND BEING the same premises which Mildred A. Supplee, Administratrix of the Estate of Leonard S. Supplee, Jr., and Debra H. Paziora, by Deed dated 11/13/1995 and recorded 11/29/1995 in Montgomery County in Deed Book 5132 page 2213, conveyed a one-half interest in unto Daniel W. Supplee and William D. Supplee, as tenants in common, in fee.

AS TO PREMISES "B"

BEING THE SAME premises which Daniel W. Supplee, Executor of the Estate of Mildred A. Supplee, Howard Supplee and Betty Supplee by Deed dated 3/1/2006 and as recorded 3/22/2006 in Montgomery County in Deed Book 5594 page 1119 conveyed unto Daniel W. Supplee, William D. Supplee, and Howard W. Supplee and Betty Supplee, husband and wife, in fee.

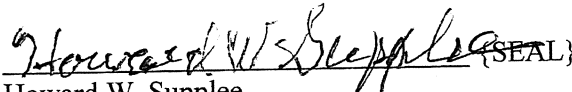
Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

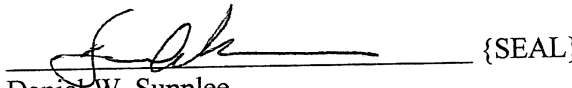
To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns, forever.


And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors, and their heirs, will **WARRANT SPECIALLY** and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

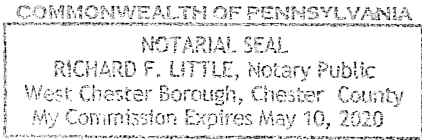
 {SEAL}
Howard W. Supplee


 {SEAL}
Daniel W. Supplee

 {SEAL}
William D. Supplee

Commonwealth of Pennsylvania } ss
County of Montgomery

This record was acknowledged before me on February 14, 2020 by Howard W. Supplee.

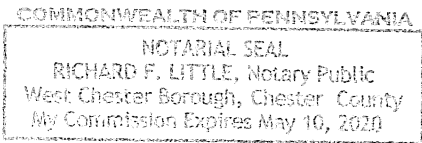





Notary Public
My commission expires _____

Commonwealth of Pennsylvania } ss
County of Montgomery

This record was acknowledged before me on February 14, 2020 by Daniel W. Supplee.

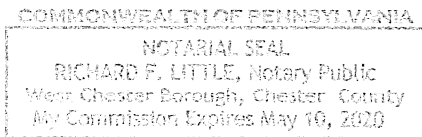





Notary Public
My commission expires _____

Commonwealth of Pennsylvania } ss
County of Montgomery

This record was acknowledged before me on February 14, 2020 by William D. Supplee.

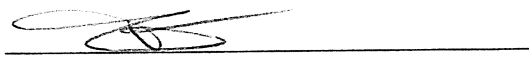




Notary Public
My commission expires _____

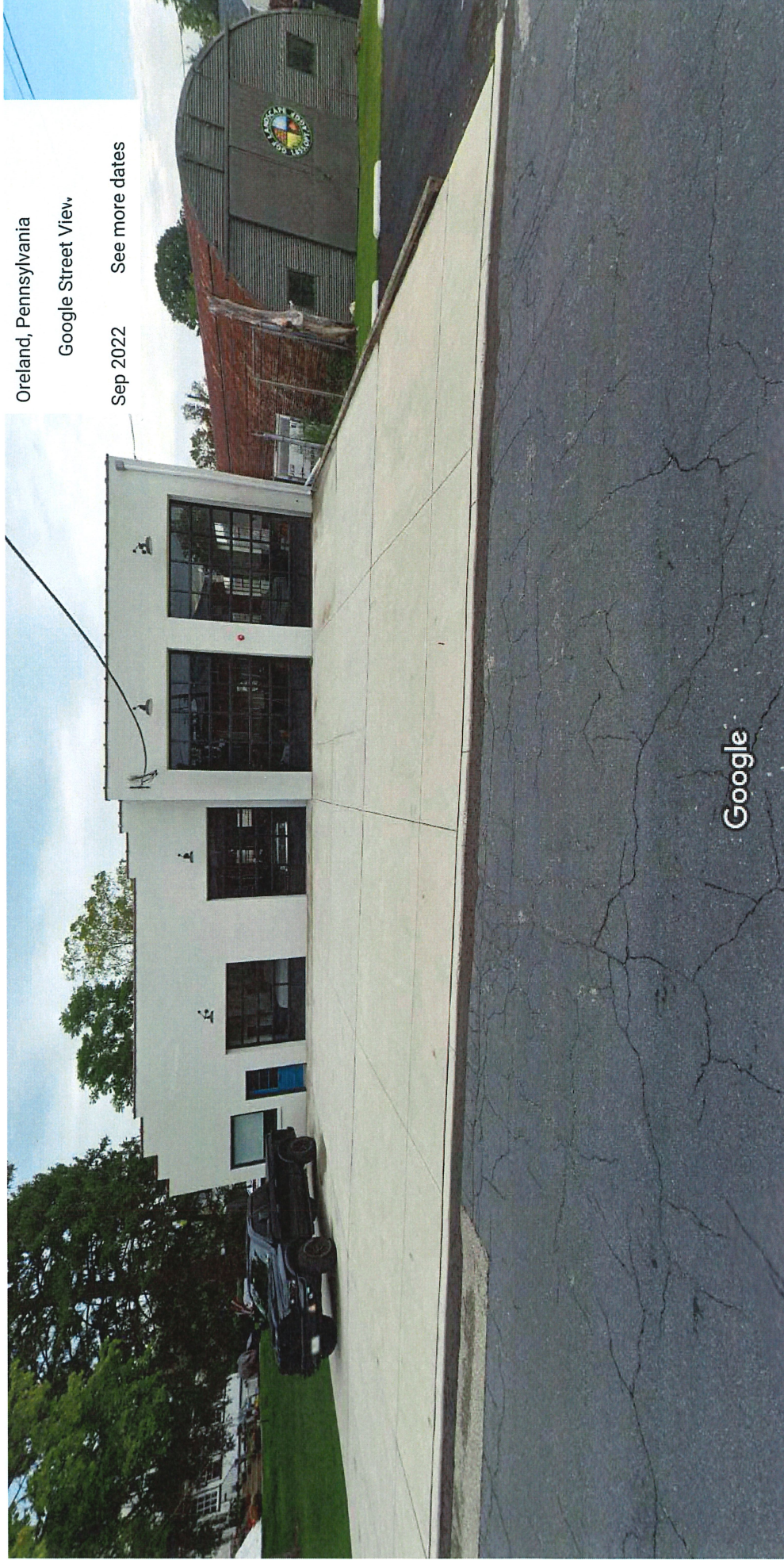
The precise residence and the complete post office address of the above-named Grantee is:

166 Lorraine Ave
Oreland PA 19075



On behalf of the Grantee

Google Maps 127 Lorraine Ave



Oreland, Pennsylvania

Google Street View

Sep 2022

See more dates

Google

Image capture: Sep 2022 © 2023 Google

