



# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

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

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org)

Phone: 215-836-7600

Fax: 215-836-7180

## COMMISSIONERS

James M. Lee  
*President*

Baird M. Standish  
*Vice President*

Peter D. Wilson  
Eddie T. Graham  
Michael E. Maxwell  
Jonathan C. Cobb  
Susanna O. Ratsavong

## 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, November 28, 2022** at 7:00 p.m. at which time a public meeting will commence on the following application:

**Case #22-26:** This is the application of **Christina & Richard Shore**, owners of the property located at 600 Maple Lane, Flourtown, PA 19031 also known as Parcel #5200-1108-6004. The applicants have requested a dimensional Special Exception from Section 114-54.A.2 of the Springfield Township Zoning Ordinance. The applicants seek approval to construct an addition to the existing single family dwelling that would reduce a required 40 foot front yard setback to 32 feet in depth. This is a corner property that has street frontage on both Maple Lane and Hilltop Road. The property is zoned within the A-Residential 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.

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

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

Springfield Township  
Montgomery County  
Received  
OCT 20 2022  
Community Development  
Department  
DATE: 10/20/2022

NO. 22-26

PETITION

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Richard and Christina Shore

(Name of Applicant)

Of (Address) 600 Maple Lane, Flourtown, PA 19031

(Telephone No.) 267-471-5380

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   V  , Section 114.54,  
Subsection   A(2)  , 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 600 Maple Lane, Flourtown, PA 19031

(inside corner lot of Maple Lane and Hilltop Road)

Petitioner's Interest in the property is the Property Owner

Present use of property Single family residential

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.

Owner is seeking a special exception under Article V 115.54.A(2) for corner lots

to reduce the front yard setback along Maple Lane to 32 feet to accommodate an addition to the house including expanding the first floor into a portion of the 2 car garage area. The proposed addition is consistent with the character of the surrounding properties.

**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 # 495  
\$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.

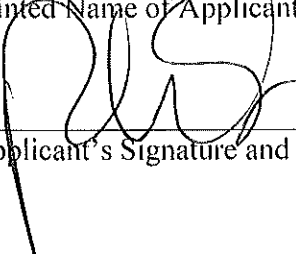
Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and 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.

  
\_\_\_\_\_  
Printed Name of Applicant

  
\_\_\_\_\_  
Applicant's Signature and Date

STATE AFFIDAVIT FILED

REALTY TRANS. TAX PAID
STATE
LOCAL
PER

File No. AA3043

Parcel ID No. 52-00-11086-00-4

This Indenture, made the 13<sup>th</sup> day of August, 2001,

Between

RICHARD P. SHORE and CHRISTINA M. SEINER, now known as CHRISTINA M. SHORE, Husband and Wife

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

RICHARD P. SHORE and CHRISTINA M. SHORE

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

Witnesseth, that the said Grantor for and in consideration of the sum of ONE DOLLAR and 00/100 (\$1.00) lawful money of the United States of America, unto her well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, as, as tenants by the entirety, their assigns and unto the survivor of them, and the survivor's personal representatives and assigns,

All that certain lot or piece of ground situate in the Township of Springfield County of Montgomery and State of Pennsylvania,

BEING Lot No. 10 on Plan of Arlington Hills, which plan is recorded in the Office for the Recording of Deeds, etc., in and for the County of Montgomery at Norristown, in Deed book 1969 Page 600, and described as follows, to wit:

BEGINNING at a point on the Northeasterly side of Hilltop Road (fifty feet wide) at the distance of Four hundred seventy-two feet Northwestwardly from the Southwester terminus of the radial intersection which the Northeasterly side of Hilltop Road makes with Northwesterly side of East Mill Road (forty-one and five-tenths feet wide); THENCE along said side of Hilltop Road North forty-nine degrees thirty-eight minutes West Eighty-two and forty-nine one-hundredths feet to a point of curve; THENCE in a general Northwardly direction on a line curving to the right having a radius of twenty feet to a point of tangent on the Southeasterly side of Maple Lane (fifty feet wide); THENCE along same North fifty-four degrees thirty minutes East One hundred twenty-six and forty-two one-hundredths feet to a point; THENCE partly along Lot No. 11 on said Plan South thirty-five degrees thirty minutes East seventy-three and twenty-three one-hundredths feet to a point; THENCE along Lot No. 9 on said Plan South forty degrees twenty-two minutes West One hundred twenty-nine and sixty one-hundredths feet to a point on the Northeasterly side of Hilltop Road, being the first mentioned point and place of BEGINNING.

MONTGOMERY COUNTY COMMISSIONERS' REGISTRY  
52-00-11086-00-4 SPRINGFIELD  
600 MAPLE  
SHORE RICHARD P.  
BOOK 1969 PAGE 600 DATE: 10/15/01

5.02

13.00  
13.00  
13.00  
13.00  
13.00  
13.00  
13.00

085381160270

BEING the same premises which Nancy E. MacMeekin, Executor under the will of Robert J MacMeekin, III, deceased by Deed Dated 4/14/00 and Recorded 8/2/00 , in Deed Book 5326, page 123 granted and conveyed unto RICHARD P. SHORE & CHRISTINA M. SEINER, 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 her, the said grantor, as well at law as in equity, of, in and to the same.

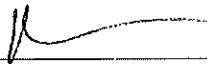
To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper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

And the said Grantor, for herself and her heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that she, the said Grantor, and her 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 Grantees, their heirs and assigns, against her, the said Grantor, and her heirs, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will

Warrant and Forever Defend.

In Witness Whereof, the party of the first part has hereunto set her hand and seal. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:



 {SEAL}  
RICHARD P. SHORE

 {SEAL}  
CHRISTINA M. SEINER

 {SEAL}  
CHRISTINA M. SHORE

Commonwealth of Pennsylvania :  
County of BUCKS : ss

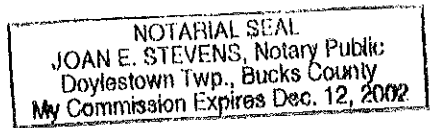
On this the 13th day of August, 2001, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the County of BUCKS, the undersigned Officer, personally appeared, Richard P. Shore and Christina M. Seiner, now known as Christina M Shore, husband and wife

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

*Joan E. Stevens*  
\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

The address of the above-named Grantees is:  
**600 MAPLE LANE**  
**FLOURTOWN, PA 19031**



*Joan E. Stevens*  
\_\_\_\_\_  
On behalf of the Grantees

File No. AA3043

Record and return to:  
**American Abstract & Search, Inc.**  
**2951 Philmont Avenue**  
**Huntingdon Valley, PA 19006**



TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY, PA  
- REGISTERED -  
DATE 9-21-01 NO. \_\_\_\_\_  
Mark Crowl  
TOWNSHIP ENGINEER



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
POST OFFICE BOX 8910  
HARRISBURG, PA 17105-8910

### REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	5351
Page Number	330
Date Recorded	10/17/01

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

#### A CORRESPONDENT - All inquiries may be directed to the following person:

Name	American Abstract & Search, Inc.	Telephone Number:	Telephone: 888-882-2999 Fax: 800-784-4800
Street Address	2951 Philmont Avenue	City	Huntingdon Valley, PA 19006
		State	PA
		Zip Code	

#### B TRANSFER DATA

Date of Acceptance of Document	08/13/01
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Grantor(s)/Lessor(s)	RICHARD P. SHORE and CHRISTINA M. SEINER, NKA CHRISTINA M. SHORE	Grantee(s)/Lessee(s)	RICHARD P. SHORE AND CHRISTINA M. SHORE
Street Address	600 MAPLE LANE	Street Address	600 MAPLE LANE
City	FLOURTOWN	City	FLOURTOWN, PA 19031
State	PA	State	PA
Zip Code	19031	Zip Code	

#### C PROPERTY LOCATION

Street Address	600 MAPLE LANE, FLOURTOWN, PA 19031	City, Township, Borough	SPRINGFIELD TOWNSHIP
County	Montgomery	School District	SPRINGFIELD TOWNSHIP
		Tax Parcel Number	52-00-11086-00-4

#### D VALUATION DATA

1. Actual Cash Consideration	\$ 1.00	2. Other Consideration	+ 0	3. Total Consideration	= \$1.00
4. County Assessed Value	\$149470.00	5. Common Level Ratio Factor	X 1.12	6. Fair Market Value	= \$167406.40

#### E EXEMPTION DATA

1a. Amount of Exemption Claimed	100%	1b. Percentage of Interest Conveyed	100%
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2. Check Appropriate Box Below for Exemption Claimed

Will or intestate succession \_\_\_\_\_ (Name Of Decedent) \_\_\_\_\_ (Estate File Number).

Transfer to Industrial Development Agency.

Transfer to agent or straw party. (Attach copy of agency/straw party agreement).

Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.

Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution)

Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.

Corrective deed (Attach copy of the prior deed).

Statutory corporate consolidation, merger or division. (Attach copy of articles).

Other (Please explain exemption claimed, if other than listed above.) CONVEYANCE IS FROM HUSBAND AND WIFE TO HUSBAND AND WIFE AND THEREFORE TAX EXEMPT \_\_\_\_\_

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

*Richard Shore*

8/13/01

## Chapter 114. Zoning

### Article V. A Residence District

#### § 114-54. Yards.

##### A. Front yards.

- (1) General requirement. There shall be a front yard, the depth of which shall be at least 40 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 100 feet, the depth of the front yard on the long side of such lot may be decreased when authorized as a special exception.

##### 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 35 feet, but neither side yard shall be less than 12 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 85 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 yards is not thereby reduced to less than the required minimum of 12 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.

- ##### C. Rear yards.
- There shall be a rear yard, the depth of which shall be at least 25 feet, provided that in the case of any lot which, at the time this chapter becomes effective, is held in single and separate ownership and which has a depth of less than 100 feet, the depth of the rear yard shall be at least 15 feet. In the case of a building over 40 feet high, the depth shall be increased five feet for each 12 feet or portion thereof by which the building exceeds 40 feet in height.

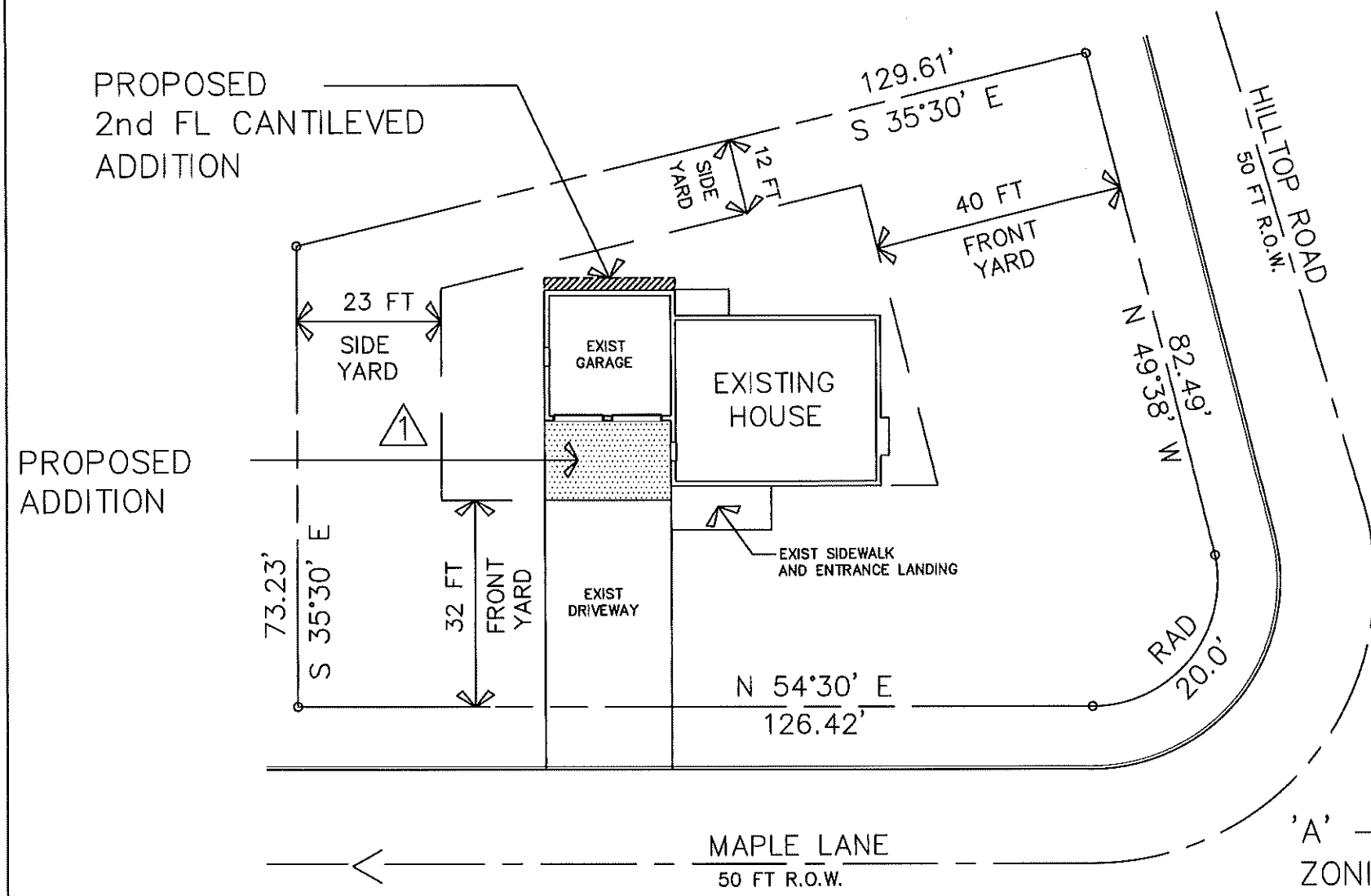


LEE SMITH ARCHITECTS INC  
 122 W PRESCOTT ALLEY  
 WEST CHESTER, PA 19380  
 610 344 0360

DATE : 9-20-22  
 JOB NO : L 2240  
 SCALE : AS NOTED  
 DRAWN BY: LAS

SITE PLAN  
 HOUSE ADDITION  
 RICHARD SHORE  
 600 MAPLE LANE  
 FLOURTOWN PA

C1  
 SHEET 9 OF 9

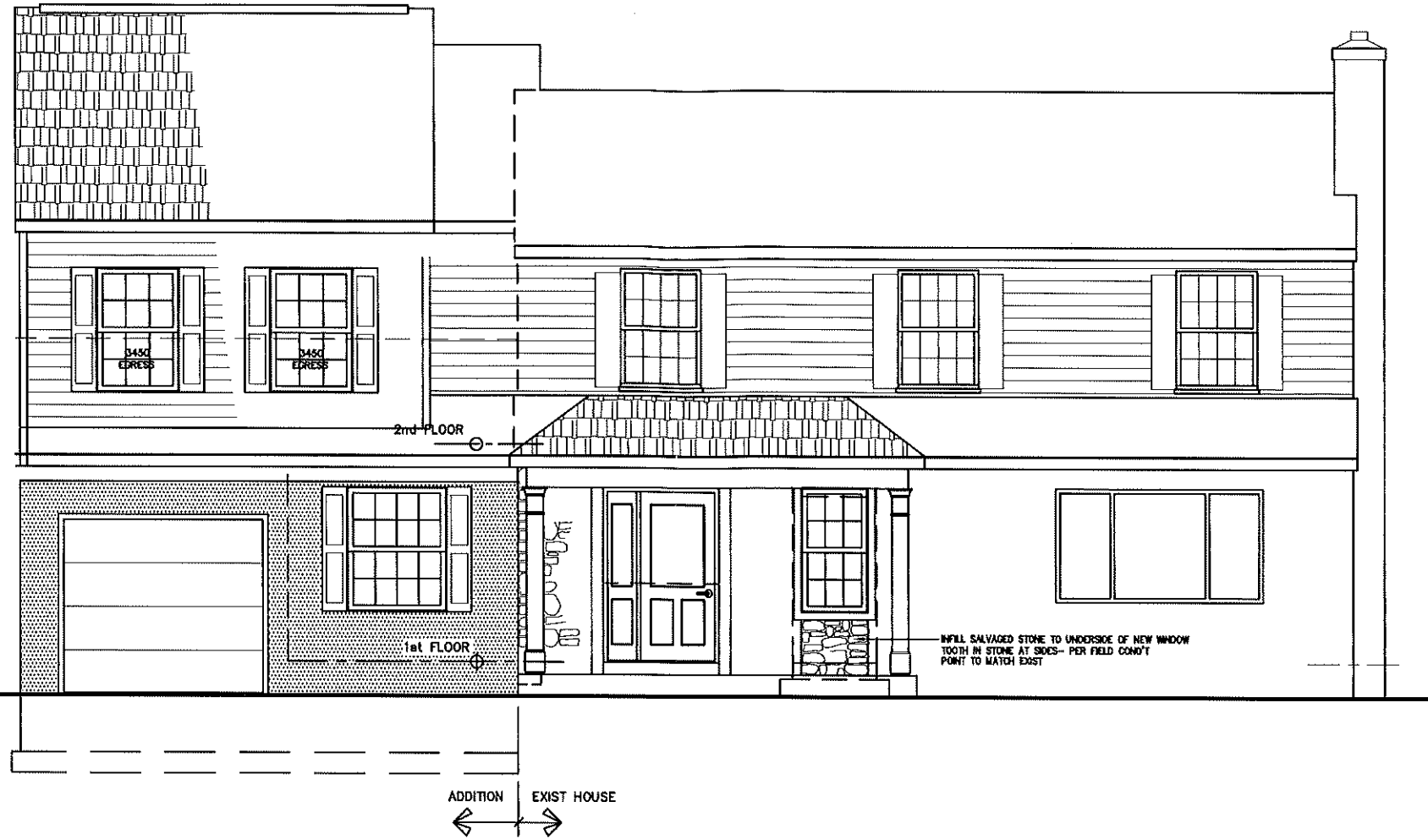


'A' - RESIDENTIAL DISTRICT ZONING STATISTICS

	ALLOWED/ MIN REQUIRED	PROPOSED
LOT AREA	12,500 SF	12,367 SF
LOT WIDTH	75 FT	143 FT
YARDS / BUILDING SETBACKS		
FRONT	40 FT	35 FT
SIDE- 35 FT AGGREGATE	35 FT	35 FT
SIDE - MINIMUM	12 FT	12 FT
SIDE	23 FT	23 FT
BUILDING HEIGHT		
EXISTING HOUSE	40 FT	30 FT
PROPOSED ADDITION	40 FT	30 FT
BUILDING AREA	20 %	
EXIST HOUSE	1332 SF / 12,367 SF	10.7 %
PROPOSED ADDITION	42 SF + 193 SF = 235 SF	
TOTAL	1,567 SF / 12,367 SF	12.7 %
IMPERVIOUS COVERAGE		
EXISTING		
EXIST HOUSE	930 SF	2111 SF
DRIVEWAY	435 SF	
PATIOS / WALKWAYS / STAIRS	384 SF	
PROPOSED ADDITION	508 SF	
TOTAL IMPERVIOUS COVERAGE	2257 SF	
	2257 SF / 12,375 SF = 18.24%	18.24 %

BUILDING OWNERS / CONTACT

CHRISTINA and RICHARD SHORE  
 600 MAPLE LANE  
 FLOURTOWN, PA 19031  
 267 471 5380



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

LEE SMITH ARCHITECTS INC  
122 W PRESCOTT ALLEY  
WEST CHESTER, PA 19380  
610 344 0360

DATE : 9-20-22  
JOB NO : L 2240  
SCALE : AS NOTED  
DRAWN BY: LAS

BUILDING ELEVATION  
HOUSE ADDITION  
RICHARD SHORE  
600 MAPLE LANE  
FLOURTOWN PA



# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

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

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org)

Phone: 215-836-7600

Fax: 215-836-7180

## COMMISSIONERS

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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.

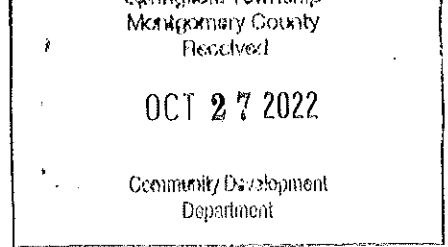
**Monday, November 28, 2022** at 7:00 p.m. at which time a public meeting will commence on the following application:

**Case #22-27:** This is the application of **Maestros Real Estate, LLC**, equitable owners of the property located at 1213 Bethlehem Pike, Flourtown, PA 19031 also known as Parcel #5200-0158-8007. The applicant has requested a special exception for the use of the property from Section 114-71.D. The applicant seeks approval to increase the number of apartment units from 9 to 11, with the conversion of the two existing office space on the first floor. Dimensional variances have been requested from Sections 114-72.A and Section 114-134.A of the Springfield Township Zoning Ordinance. The dimensional variances are required for the minimum lot area requirement of 5,000 square feet per family unit and the 2 off-street per unit parking spaces per unit requirements. The property consists of 22,200 square feet of lot area and has 17 on-site parking stalls. The property is split zoned within the B-1 Business District and the B & C-Residential District of Ward #1 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

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



NO. 10-27

DATE: 10-27-2022

**PETITION**

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Maestros Real Estate LLC  
(Name of Applicant)

Of (Address) 605 Horsham road Horsham Pa 19044

(Telephone No.) 215-669-6374

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   VII  , Section   114-71  ,  
Subsection   D  , of the Springfield Township Zoning Code.

  X   A **variance** from the requirements set forth in Article   VII  , Section   114-72  ,  
Subsection   A  , of the Springfield Township Zoning Code.

       Other (please specify) \_\_\_\_\_

The property concerned is located at 1213 Bethlehem Pike Flourtown Pa 19031

Petitioner's Interest in the property is Owner

Present use of property B-1 office- residential multi family

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 would like to convert the currant office space into two (2) one bedroom apartments.

---

114-71-D allows this with special exception

---

We would like a variance of 114-72-A which would allow for 11 dewlling units on 22000 lot. Currantly there are 9 dwelling units and two offices on the lot. We do not have the 5000 square feet per unit currantly

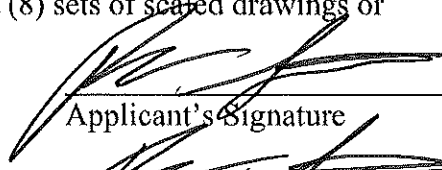
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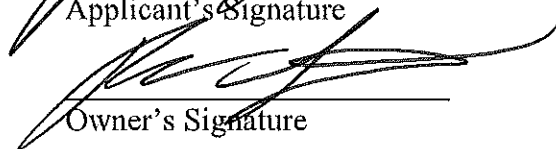
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**APPLICANT NOTE:** Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

check # 3450  
\$ 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.

  
\_\_\_\_\_  
Printed Name of Applicant

  
\_\_\_\_\_  
Applicant's Signature and Date



**AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE**  
 This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASC

PARTIES	
<b>BUYER(S):</b> <u>Bryan Stuckert and Keith Taylor and or their assign or nominee</u>  <u>2310 Heston Street, Abington, PA 19001</u>	<b>SELLER(S):</b> <u>Hurst Family Trust</u>  <u>973 Rydal Road, Jenkintown, PA 19046</u>

PROPERTY	
PROPERTY ADDRESS <u>SEE ATTACHED ADDENDUM</u>	
in the municipality of _____	ZIP _____
County of _____, in the Commonwealth of Pennsylvania.	
Identification (e.g., Parcel #; Lot; Block; Deed Book, Page, Recording Date): _____	
Tax ID #(s): _____	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Walsh Commercial Real Estate, LLC</u>  Company Address <u>3 Village Road, Suite 200, Horsham, PA 19044</u>  Company Phone <u>(215)836-1340</u> Company Fax <u>(215)449-3379</u> Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Brendan Walsh</u>  Direct Phone(s) <u>(215)836-1340</u> Cell Phone(s) <u>(215)603-1234</u> Fax <u>(215)449-3379</u> Email <u>bwalsh@walshere.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Walsh Commercial Real Estate LLC</u>  Company Address <u>3 Village Rd Ste 200, Horsham, PA 19044-3818</u>  Company Phone <u>(215)836-1340</u> Company Fax <u>(215)449-3379</u> Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Brendan Walsh</u>  Direct Phone(s) <u>(215)836-1340</u> Cell Phone(s) <u>(215)603-1234</u> Fax <u>(215)449-3379</u> Email <u>bwalsh@walshere.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> 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: \_\_\_\_\_

ASC Page 1 of 10

Seller Initials: LMH KMH

1. By this Agreement, dated \_\_\_\_\_, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (3-15)

(A) Purchase Price \$ One Million Eight Hundred Fifty Thousand (\$1,850,000.00)

(\_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:

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

Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: Title company of Buyer's choice), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SETTLEMENT AND POSSESSION (6-13)

(A) Settlement Date is: See attached addendum, or before if Buyer and Seller agree.

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

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

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

- 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

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

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

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

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
[ ] Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.

4. DATES/TIME IS OF THE ESSENCE (3-15)

(A) Written acceptance of all parties will be on or before: September 30, 2022

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

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

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

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

5. FIXTURES AND PERSONAL PROPERTY (6-20)

(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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Buyer Initials:

DS [Signature] DS [Signature]

Seller Initials:

DS [Signature] DS [Signature]

63 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating;  
64 HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated  
65 below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: all of Seller's  
66 personal property in use at the Property in "as is" condition with no warranties or representations.  
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69 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement:  
70

71 (D) EXCLUDED fixtures and items: Refrigerator in Apartment 8 (Burke), Shop Vac and Hand-Truck at 1213 Bethlehem Plke  
72

73 6. ZONING (4-14)

74 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.  
75  
76 Zoning Classification, as set forth in the local zoning ordinance: See attached Addendum

77 7. BUYER FINANCING (7-22)

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79 ~~(A) Buyer may elect to make this Agreement contingent upon obtaining financing for the purchase of the Property. Regardless of any contingency in this Agreement, if Buyer chooses to obtain financing, the following apply:~~

- 80  
81 1. Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or  
82 financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s)  
83 refusing to approve a financing commitment, Buyer will be in default of this Agreement.  
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85 2. Within        days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise  
86 ~~Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.~~  
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88 3. Seller will provide access to insurers' representatives and, as may be required by the lender(s), to surveyors, municipal officials, appraisers, and inspectors.

89 (B) Financing Contingency

- 90  WAIVED. This sale is NOT contingent on financing, although Buyer may obtain 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 financing for the Property.  
91  
92  ~~INCLUDED. This sale is contingent upon Buyer obtaining financing according to the outlined below. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller, but in any case no later than~~  
93  
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95 (Commitment Date).

<del>First Loan on the Property</del>	<del>Second Loan on the Property</del>
<del>Loan Amount \$ _____</del>	<del>Loan Amount \$ _____</del>
<del>Minimum Term _____ years</del>	<del>Minimum Term _____ years</del>
<del>Type of Loan _____</del>	<del>Type of Loan _____</del>
<del>Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.</del>	<del>Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.</del>

103 ~~1. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24.~~

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105 2. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.  
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109 8. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

110 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within \_\_\_\_\_ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; Buyer's 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.  
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115 9. SELLER REPRESENTATIONS (1-20)

116 (A) Status of Water

117 Seller represents that the Property is served by:  
118  Public Water  Community Water  On-site Water  None

119 (B) Status of Sewer

- 120 1. Seller represents that the Property is served by:  
121  Public Sewer  Community Sewage Disposal System  Ten-Acre Permit Exemption (see Sewage Notice 2)  
122  Individual On-lot Sewage Disposal System (see Sewage Notice 1)  Holding Tank (see Sewage Notice 3)  
123  Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)  
124  None (see Sewage Notice 1)  None Available/Permit Limitations in Effect (see Sewage Notice 5)  
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126 Buyer Initials:       

Seller Initials: LMH LMHC

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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 hereunder.~~

(C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).

(E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

(F) 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 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: \_\_\_\_\_

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_

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

(I) 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.

DS  
kt  
PS

190 Buyer Initials:

DS  
kt  
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Seller Initials:

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LMH  
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LMAC

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10. 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 26 of this Agreement.

11. BUYER'S DUE DILIGENCE (3-15)

WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this Agreement.

ELECTED. This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory. Buyer may, within \_\_\_\_\_ days (30 if not specified) from the Execution Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. ~~If, as the result of Buyer's due diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.~~ In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.

- (A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CONDITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own inspections and determinations and not because of or in reliance on any representations made by Seller or any other party. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (B) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance and possible premium increases.

12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property 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 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

(B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within \_\_\_\_\_ days (10 if not specified) of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

- 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within \_\_\_\_\_ days (10 if not specified) that Buyer will:
  - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR
  - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12(B) (2) 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 26 of this Agreement.

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

(D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by

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252 Buyer Initials:

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Seller Initials:

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253 written notice to Seller within \_\_\_\_\_ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with  
254 all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice  
255 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement  
256 remain in full force and effect.

257 **13. TAX DEFERRED EXCHANGE (4-14)**

258 (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,  
259 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be  
260 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any  
261 additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's  
262 interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be  
263 required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall  
264 Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and  
265 hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction

266 (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,  
267 Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be  
268 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any  
269 additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest  
270 in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required  
271 to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall  
272 indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange  
273 transaction.

274 **14. COMMERCIAL CONDOMINIUM (10-01)**

275  NOT APPLICABLE.  
276  APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential  
277 use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of  
278 Pennsylvania (68 Pa.C.S. §3101 et seq.).

279 **15. TITLES, SURVEYS AND COSTS (6-20)**

280 (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-  
281 ular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions;  
282 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the  
283 ground; easements of record; and privileges or rights of public service companies, if any.

284 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
285 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees  
286 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

287 (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-  
288 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or  
289 required by the mortgage lender will be obtained and paid for by Buyer.

290 (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or  
291 before the Settlement Date, or any extension thereof, Seller shall, within \_\_\_\_\_ days (5 if not specified) notify Buyer, in writing.  
292 A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the  
293 Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that  
294 the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the  
295 death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer

296 (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as  
297 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey.  
298 If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termina-  
299 tion, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse  
300 Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and  
301 for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

302 (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-  
303 tion about the status of those rights unless indicated elsewhere in this Agreement.

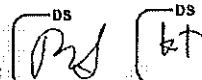
304  Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

305 (G) **COAL NOTICE (Where Applicable)**

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

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Buyer Initials:



Seller Initials:



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- (H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: \_\_\_\_\_
- (I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_\_\_\_\_

~~Private Transfer Fee Addendum (PAF Form PTF) is attached and made part of this Agreement.~~

2. ~~Notice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private 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 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of 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 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.~~

16. MAINTENANCE AND RISK OF LOSS (10-06)

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.
- (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 replaced, Buyer will:
  1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
  2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

17. RECORDING (9-05)

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 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

18. ASSIGNMENT (1-10)

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

19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania. Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)

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

21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

- Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.
- Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:
  - An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
  - A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer,
  - Other: \_\_\_\_\_

22. REPRESENTATIONS (1-10)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

Buyer Initials: DS  
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Seller Initials: DS  
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378 **23. BROKER INDEMNIFICATION (6-13)**

379 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: Walsh Commercial Real Estate, LLC

380  
381 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any  
382 claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party  
383 shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify  
384 and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either  
385 party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any  
386 person or entity. This paragraph shall survive settlement.

387 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an  
388 expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide  
389 advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-  
390 tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-  
391 erty, including but not limited to those conditions listed in Paragraph 9(C).

392 **24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

393 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all  
394 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID.  
395 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

396 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
397 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- 398 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written  
399 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 400 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing  
401 Broker how to distribute some or all of the deposit monies.
- 402 3. According to the terms of a final order of court.
- 403 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the  
404 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24 (C))

405 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not  
406 specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termina-  
407 tion of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's  
408 written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is  
409 the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt  
410 of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement  
411 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of  
412 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution  
413 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties  
414 maintain their legal rights to pursue litigation even after a distribution is made.

415 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania  
416 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit  
417 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

418 (E) Seller has the option of retaining all sums paid by Buyer, including deposit monies, should Buyer:

- 419 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 420 2. Furnishes false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning  
421 Buyer's legal or financial status, OR
- 422 3. Violate or fails to fulfill and perform any other terms or conditions of this Agreement.

423 (F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:

- 424 1. On account of purchase price, OR
- 425 2. As monies to be applied to Seller's damages, OR
- 426 3. As liquidated damages for such default.

427 (G)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES**

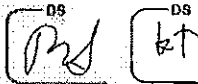
428  
429 (H) If Seller receives all sums paid and/or owed by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph  
430 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

431 (I) Brokers and licensees are not responsible for unpaid deposits.

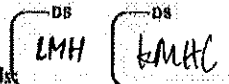
432 **25. ARBITRATION OF DISPUTES (1-00)**

433 Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by  
434 either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection  
435 of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of  
436 record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third  
437 and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law  
438 Arbitration 42 Pa. C.S.A. §7341 et seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement.

439 Buyer Initials:



Seller Initials:



440 26. **RELEASE (9-05)**

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

449 27. **REAL ESTATE RECOVERY FUND (1-18)**

450 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real  
451 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been  
452 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-  
453 3658.

454 28. **COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)**

455 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be  
456 satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer,  
457 those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the  
458 parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall  
459 be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied  
460 only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

461 29. **NOTICE BEFORE SIGNING (4-14)**

462 Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers  
463 have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this  
464 Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax  
465 effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not  
466 limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge  
467 receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each of  
468 which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.  
469 **WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Return of this Agreement, and any addenda and amend-  
470 ments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

471 30. **SPECIAL CLAUSES (4-14)**

472 (A) The following are part of this Agreement if checked:

- 473  Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- 474  Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 475  Zoning Approval Contingency Addendum to Agreement of Sale (PAR Form ZA)
- 476
- 477
- 478

479 (B) **Additional Terms:**

- 480 See attached Addendum to Any Agreement of Sale (1 page)
- 481 See attached Addendum to Agreement for the Sale of Commercial Real Estate (8 pages) which includes Exhibit "A" Form of
- 482 Assignments and Assumption of Leases, Rents, Last Month's Rent and Security Deposits and Exhibit "B" Rents, Security
- 483 Deposits, and Last Month's Rents Table
- 484 See attached Residential Lead-Based Paint Hazards Disclosure Form
- 485

486 The above addenda are deemed to be an integral part of the Agreement for the Sale of Commercial Real Estate. The Seller's  
487 signature is contingent upon the Buyers acknowledgment of the addenda.

505 Buyer Initials: \_\_\_\_\_

Seller Initials: \_\_\_\_\_

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LMH bMAC

506 *kt* *PLS* Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

507 *kt* *PLS* Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

509 Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

510 *PLS* DocuSigned by: DATE 9/27/2022  
361205008C084FB

511 BUYER Mailing Address \_\_\_\_\_  
512 Phone(s) \_\_\_\_\_ DocuSigned by: \_\_\_\_\_  
513 \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
514 BUYER *Keith Taylor* DATE 9/27/2022  
0B4484101D74B41C

515 Mailing Address \_\_\_\_\_  
516 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
517 BUYER DATE \_\_\_\_\_

518 Mailing Address \_\_\_\_\_  
519 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
520 AUTHORIZED REPRESENTATIVE  
521 Title \_\_\_\_\_  
522 COMPANY \_\_\_\_\_

523 Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.  
524 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

525 VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized  
526 by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or  
527 exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the  
528 shareholders pursuant to 15 P.S. §1311.

529 SELLER *Licia Maria Hurst, Co-Trustee* DATE 10/6/2022  
D785076EC289430

530 Mailing Address \_\_\_\_\_  
531 Phone(s) \_\_\_\_\_ DocuSigned by: \_\_\_\_\_  
532 SELLER *Licia Maria Hurst, Co-Trustee* DATE 10/6/2022  
37207582DE26431

533 Mailing Address \_\_\_\_\_  
534 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
535 SELLER DATE \_\_\_\_\_

536 Mailing Address \_\_\_\_\_  
537 Phone(s) \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
538 AUTHORIZED REPRESENTATIVE  
539 Title \_\_\_\_\_  
540 COMPANY \_\_\_\_\_

**Addendum to Agreement for the Sale of Commercial Real Estate**

**Property:** 1211-1213 Bethlehem Pike, Flourtown, PA and 408-410 Cottman Street, Jenkintown, PA

**Buyer:** Bryan Stuckert and Keith Taylor and or their assigns or nominees

**Seller:** Hurst Family Trust

This Addendum is attached and made a part of the above referenced Agreement For The Sale Of Commercial Real Estate (the "Agreement"). Seller and Buyer agree as follows:

**PROPERTY ADDRESS:**

The PROPERTY ADDRESS is as follows:

1211-1213 Bethlehem Pike, Flourtown, 19031, in the municipality of Springfield Township, County of Montgomery, in the Commonwealth of Pennsylvania, Tax ID # 52-00-01588-00-7, zoned B-1 Business District, described as a mixed-use property comprised of nine (9) apartment units and 2 (two) office suites, in the school district of Springfield Township

and

408-410 Cottman Street, Jenkintown, 19046, in the municipality of Jenkintown Borough, County of Montgomery, in the Commonwealth of Pennsylvania, Tax ID# 10-00-00644-00-3, zoned C-1 Modified Residential District, TR Traditional Residential Overlay District, described as an eight (8) unit apartment property, in the Jenkintown School District,

Collectively (the "Property")

**Agreement of Sale, Section 3. SETTLEMENT AND POSSESSION continued:** Unless otherwise agreed to in writing by the parties, the Settlement Date is forty-five (45) days after the Execution Date of this Agreement.

Possession of the Property shall be delivered by Seller to Buyer at Settlement, subject to the rights of the tenants under the leases identified herein, by delivery of all keys in Seller's possession. Seller shall deliver the Property to Buyer at Settlement in the same condition it was in on the Effective Date of this Agreement, normal wear and tear excepted.

**Agreement of Sale, Section 6. ZONING, continued:**

1211-1213 Bethlehem Pike is zoned B-1 Business District

408-410 Cottman Street is zoned C-1 Modified Residential District with TR Traditional Residential Overlay Infill District

**Agreement of Sale Section 11 BUYER'S DUE DILIGENCE, continued:**

Buyer shall have thirty (30) days after the Effective Date of this Agreement (the "Due Diligence Period") for the purpose of conducting any and all inspections and testing (the "Inspections") of the Property, as Buyer may desire, provided, however, that (i) Buyer shall not perform any invasive testing or other activities upon the Property without Seller's prior written consent, which consent Seller shall not unreasonably withhold, and (ii) Buyer shall only disclose the results of any such invasive testing or activities to Seller's legal counsel and not to Seller or any other agent for Seller.

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Buyer shall give Seller reasonable advance notice of any such activities Buyer plans to conduct on the Property. Seller shall reasonably assist with such Inspections. If, Buyer finds a single physical defect on the Property, the cost of which to repair is in excess of twenty thousand dollars (\$20,000.00), Buyer may elect to terminate this Agreement on or before the expiration date of the Due Diligence Period by giving Seller written notice of such termination, and upon such termination, this Agreement shall become null and void and all Deposit(s) monies paid on account of the Purchase Price shall be returned forthwith by Escrow Agent to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer does not give Seller such notice to terminate before the expiration of the Due Diligence Period, this condition shall be deemed to have been waived by Buyer at such time.

Buyer hereby agrees to indemnify, defend and hold Seller and its owners, agents and affiliates free and harmless from any and all liabilities, damages, losses, injuries, violations of law, fines, penalties, costs and expenses resulting from the presence or activities of Buyer or its contractors, representatives, agents or invitees upon the Property. The obligations of Buyer in the preceding sentence shall survive any termination or expiration of this Agreement. Prior to having them come on to the Property for any purpose, Buyer shall cause its contractors, representatives, agents and invitees to, secure, maintain and provide to Seller adequate proof of the existence of comprehensive liability insurance covering such activities upon the Property, in form and content and providing coverage satisfactory to Seller, in its sole discretion, and naming Seller, its officers, owners and representatives as additional insured parties.

In the event that this Agreement is terminated, Buyer shall return to Seller, at no cost or expense to Seller, within five (5) days after such termination, any originals or copies of any Property Documents or other materials physically provided by or on behalf of Seller and shall deliver and assign to Seller all third party plans, reports, studies, analyses, approvals and permits relating to the Property and which have been generated or obtained by Buyer and/or Buyer's representatives, provided that any such materials shall be provided without representation or warranty whatsoever by Buyer, and without duty to update, advise of any inaccuracy or in any other manner revise or renew the same.

**IF THIS AGREEMENT IS NOT TERMINATED BY BUYER, BUYER UNDERSTANDS AND AGREES THAT IT IS TAKING THE PROPERTY IN "AS IS" "WHERE IS" CONDITION SUBJECT TO ALL FAULTS AND DEFECTS, WITHOUT ANY OBLIGATION OF SELLER TO PERFORM ANY REPAIRS, IMPROVEMENTS, MAINTENANCE OR OTHER WORK TO THE PROPERTY OR ANY PART THEREOF, EXCEPT AS EXPRESSLY SET FORTH HEREIN TO THE CONTRARY, AND WITHOUT, ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM SELLER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY OR WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR TENANTABILITY, EXCEPT AS EXPRESSLY SET FORTH HEREIN. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING ANY REPRESENTATIONS BY ANY BROKERS OR SALESPERSON(S), AND BUYER DOES HEREBY ACKNOWLEDGE THAT, TO THE EXTENT THAT BUYER IS RELYING UPON ANY REPRESENTATIONS OF SELLER IN PURCHASING THE PROPERTY, BUYER IS RELYING ONLY UPON THOSE REPRESENTATIONS OF SELLER CONCERNING THE PROPERTY EXPRESSLY SET FORTH AS SUCH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OF THE IMPROVEMENTS OR THE ENVIRONMENTAL CONDITION THEREOF.**

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**Agreement of Sale, Section 12 Notices, Assessments, Municipal Requirements (C) continued:**

408-410 Cottman Street, Jenkintown, PA: Seller, at Seller's sole cost and expense, shall complete all work required for Jenkintown Borough's issuance of a "clear" Use & Occupancy Certificate for Buyer's use and occupancy of the Property as used, occupied, and operated at present.

Seller agrees to complete all such work, if any, and provide Buyer with copies of paid receipts for such work at or prior to Settlement. The term "clear" as used herein will have the same meaning as being in full compliance with the requirements for issuance of a full and unconditional Use & Occupancy Certificate.

1211-1213 Bethlehem Pike, Flourtown, PA: Seller, at Seller's sole cost and expense, shall complete all work required for Springfield Township's issuance of a "clear" Statement of Certification, unless otherwise set forth herein.

Seller agrees to complete all such work, if any, and provide Buyer with copies of paid receipts for such work at or prior to Settlement. The term "clear" as used herein will have the same meaning as being in full compliance with the requirements for issuance of a full and unconditional Statement of Certification, unless otherwise set forth herein.

Seller and Buyer are aware that there are certain marked sections of sidewalk, curbs, and or driveway apron in need of repair for Springfield Township's issuance of a "clear" Statement of Certification at 1211-1213 Bethlehem Pike, Flourtown. In lieu of Seller completing such repairs, Buyer agrees to accept a cash credit from Seller in the sum of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) at the time and place of Settlement.

**Tenant Occupied Property:** Within five days after the Execution Date of this Agreement, Seller will furnish to Buyer copies of all written lease agreements and addenda currently in effect for the Property, if Seller has not already delivered same to Buyer prior to the Execution Date of this Agreement. Seller represents that there are no oral leases in effect.

Seller warrants and represents to Buyer that other than the Leases, Rents, Last Month's Rents, and Security Deposits listed below, there are no other Leases, Rents, Last Month's Rent and Security Deposits applicable to the Property as of this date.

At Settlement, Seller shall deliver to Buyer a duly executed Assignment of all of Seller's right, title, and interest in and to the Leases, Rents, Last Month's Rents, and Security Deposits, plus interest, if applicable per the leases, consistent with the form attached hereto and made a part hereof as Exhibit "A", FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES, RENTS, LAST MONTH'S RENTS, AND SECURITY DEPOSITS.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**LEASES, RENTS, LAST MONTH'S RENTS, AND SECURITY DEPOSITS TABLE  
To Follow Immediately**

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**LEASES, RENTS, LAST MONTH'S RENTS, AND SECURITY DEPOSITS****408-410 Cottman Street**

TENANT ROSTER UNIT / TENANT NAME	DATE OF LEASE	PREPAID RENT (LAST MONTH'S RENT)	SECURITY DEPOSIT	CURRENT RENT 9/1/22
1A -Amy Ambler	5/2/17	\$875.00	\$875.00	\$947.13
1B-Daniel Agnew	9/2/17	\$800.00	\$800.00	\$900.00
2A -Thomas Casey	5/4/13	\$700.00	\$700.00	\$760.00
2C- Joe Alessandrini, III	6/13/10	\$700.00	\$700.00	\$887.75
3A -Daniel Schlauer	6/10/83	None	\$285.00	\$543.00
<b>TOTAL</b>		<b>\$3,075.00</b>	<b>\$3,360.00</b>	<b>\$4,037.88</b>

**1211-1213 Bethlehem Pike**

TENANT ROSTER UNIT / TENANT NAME	DATE OF LEASE	PREPAID RENT LAST MONTH'S RENT)	SECURITY DEPOSIT	CURRENT RENT 9/1/2022
M 1-Maxine Margolies	11/10/93	None	\$650.00	\$500.00
M 1A-Andrew Maher	3/1/16	\$730.00	\$730.00	\$735.00
M 2-Meg Otte	10/11/90	\$635.00	\$650.00	\$1,015.00
CH 4-Ron Barnes	6/20/08	None	\$865.00	\$1,230.95
CH 5- Kathleen Gillespie	1/11/16	\$815.00	\$815.00	\$918.00
CH 6- Wolfgang/Wolff	3/22/21	\$850.00 (See Note 1)	\$850.00	\$867.00
M 8- Louise Burke	8/1/02	None	\$750.00	\$960.39
M 10-Nathan Harvey	2/3/15	\$720.00	\$720.00	\$730.80
<b>TOTAL</b>		<b>\$3,750.00</b>	<b>\$6,030</b>	<b>\$6,957.14</b>

**Note 1: Confirmation is pending as to whether or not the tenant Wolfgang/Wolff pre-paid their last month's rent.**

All rents are to be pro-rated on a per diem basis as of 11:59 PM on the day of Settlement and shall be reflected on the settlement statement.

The amount of any security deposits and last month's rent held by Seller under the Leases and, if required by the leases, any interest due thereon, if any, and any other monies deposited with and/or held by Seller under the Leases shall be paid or credited to Buyer, and thereafter, Buyer shall be responsible for same. Seller agrees that hereafter, Seller will not apply any security deposits or last month's rents that are in the possession of Seller for the tenants to any obligation of the tenants for which it has failed to timely pay to Seller before the Settlement Date.

Seller agrees to pay one hundred percent of the interest earned on the security deposits, calculated up to and including the date of Settlement, to the respective tenants at or prior to the date of settlement. Seller will provide Buyer with written proof of such payments at or prior to Settlement.

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**Showing of Apartments:**

Commencing on the Effective Date, Buyer shall have the right to market the available units for rent for a lease term to commence following the Settlement Date and show the available units to prospective tenants, provided (i) access to the units is coordinated through the offices of Walsh Commercial Real Estate, LLC ("Walsh") and an agent of Walsh is available to accompany Buyer and its prospective tenants on such showings, and (ii) such prospective tenant is advised in writing, prior to such access, that Buyer is not an agent of Seller, Seller makes no representations or warranties whatsoever, and any lease would only be with Buyer if and when closing shall occur hereunder. The Buyer agrees that it shall not sign any lease(s) or agreements with prospective tenants having a lease commencement date prior to the Settlement Date or that otherwise will create a binding obligation to Seller. In all of Buyer's leasing and marketing activities, Buyer shall comply with all fair housing and other applicable laws. Other than providing reasonable access to the Property, Seller shall have no other obligations to the Buyer in this regard whatsoever. Buyer hereby agrees to indemnify, defend and hold Seller and its agents free and harmless from and against all losses, damages, claims, costs, expenses, charges, fines, penalties, injuries and risks associated with and/or arising from Buyer's marketing and leasing activities, showing of the property and/or the activities of Buyer and its agents and invitees upon the property. Any activity related to the foregoing shall not form any part of the due diligence obligation and shall not form any basis to terminate the within transaction.

**Cottman Street 3<sup>rd</sup> Floor Apartment:**

Seller may continue to occupy the 3<sup>rd</sup> floor apartment (Unit 3C) at 408-410 Cottman Street after Settlement, and continuing up to and ending at 5:00 PM, November 30, 2022, subject to a mutually agreed upon lease to be executed between Buyer/Landlord and Seller/Tenant prior to the Settlement Date. Tenant will pay a total rent of One Dollar (\$1.00) for the lease term and contract directly with PECO for separately metered electric service.

**Personal Property of Seller:**

The following personal property of Seller is included in this Agreement, at no monetary value or consideration, in "as is" condition with no warranties or representations:

408-410 Cottman Street:      Coin operated washer and dryer in basement  
   Furniture in foyer  
   Refrigerator in each apartment

1211-1213 Bethlehem Pike:      Coin operated washer and dryer in basement  
   Refrigerator in each apartment

The following items are not included in the Agreement for the Sale of Commercial Real Estate since they are the personal property of the tenant in Apartment #8 at 1211-1213 Bethlehem Pike:

Wall to wall carpeting  
Refrigerator in Apartment #8

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**Pre-Settlement Walk-throughs:**

Buyer may make two (2) pre-settlement walk-throughs of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.

**Agreement of Sale Section 13, TAX DEFERRED EXCHANGE continued:**

Seller wishes to exercise its right to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code. Seller reserves the right to rescind its exercise of this right at any time. Any activity related to the foregoing shall not form any basis to terminate the within transaction.

**Agreement of Sale Section 4 DAT/TIME IS PF THE ESSENCE continued:** Written acceptance of all parties will be on or before October 10, 2022.

***IN WITNESS WHEREOF***, the parties have executed this Assignment and Assumption of Leases, Rents, and Security Deposits as of the day and year first written

**BUYER:** Bryan Stuckert and Keith Taylor  
and or their assign or nominee

**SELLER:** Hurst Family Trust

**BY:** \_\_\_\_\_  
Name: Bryan Stuckert

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

**BY:** \_\_\_\_\_  
Name: Keith Taylor

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

DocuSigned by:  
*Licia Maria Hurst, Co-Trustee*  
BY: \_\_\_\_\_  
Name: The Hurst Family Trust by Licia Maria Hurst as Co-Trustee with Limited Powers to Sell Properties as designated by Appointment dated 6/1/2022

Date: 10/6/2022

DocuSigned by:  
*Karen Marie Hurst, Co-Trustee*  
BY: \_\_\_\_\_  
Name: The Hurst Family Trust by Karen Marie Hurst as Co-Trustee with Limited Powers to Sell Properties as designated by Appointment dated 6/1/2022

Date: 10/6/2022

**EXHIBIT "A" – FORM OF ASSIGNMENT AND ASSUMPTION OF  
LEASES, RENTS, LAST MONTH'S RENTS, AND SECURITY DEPOSITS**

***THIS ASSIGNMENT AND ASSUMPTION OF LEASES, RENTS, AND SECURITY DEPOSITS*** ("Assignment") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, and is by and between **HURST FAMILY TRUST** ("Assignor"), and **BRYAN STUCKERT** and **KEITH TAYLOR** or their assigns or nominees, ("Assignee").

**BACKGROUND:**

**WHEREAS**, Assignor, as seller, and Assignee, as buyer, entered into that certain Agreement of Sale dated \_\_\_\_\_, 2022, as amended (collectively, the "AOS"), in which Assignor agreed to sell and Assignee agreed to purchase certain real property known as 1211-1213 Bethlehem Pike, Flourtown, Springfield Township, Montgomery County, PA and 408-410 Cottman Street, Jenkintown, Jenkintown Borough, Montgomery County, PA, collectively (the "Property").

**WHEREAS**, pursuant to the AOS, under which Settlement is taking place on the date hereof, Assignor desires to transfer and assign to Assignee, without representation, warranty or recourse except as set forth in the AOS or in this Assignment, all of Assignor's right, title, interest and privileges in and to (a) the Leases, (b) rents due under the Leases (collectively, the "Rents"), (c) pre-paid last month's rents ("Last Month's Rents") and (d) the security deposits, guarantees and other security for the performance of the Tenants' obligations under the Leases being held by Assignor with respect to the Leases (collectively, the "Security Deposits"), and Assignee desires to and does hereby accept such assignment and assume Assignor's obligations under the Leases arising from and after the date hereof including, without limitation, those in respect of the Security Deposits.

**WHEREAS**, any capitalized terms used in this instrument that are defined in the AOS shall have the meanings given such terms in the AOS if not otherwise defined herein.

**NOW, THEREFORE**, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, Assignor and Assignee agree as follows:

1. (a) Assignor hereby absolutely and irrevocably transfers and assigns to Assignee all of Assignor's right, title, interest, claims and privileges, as Landlord, in and to the Leases, Rents, Last Month's Rents, and Security Deposits, all of which are listed on Exhibit "B" attached hereto and made a part hereof.

(b) Assignor agrees to indemnify, defend, and hold Assignee harmless from and against any and all loss, liability or damages, including without limitation reasonable attorney's fees and costs of suit, arising as a result of claims asserted against Assignee for any actions or inactions by Assignor prior to this date in reference to the Leases, Rents, Last Month's Rents, and Security Deposits.

2. (a) Assignee hereby assumes and agrees to perform all of Assignor's obligations, as Landlord, to be performed under the Leases from and after the date of this Assignment.

(b) Assignee agrees to indemnify, defend, and hold Assignor harmless from and against any and all loss, liability or damages, including without limitation reasonable attorney's fees and costs of suit, arising as a result of claims asserted against Assignor for any actions or inactions by Assignee on or after this date in reference to the Leases, Rents, Last Month's Rents, and Security Deposits.

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3. Assignor warrants and represents to Assignee that other than the Leases, Rents, Last Month's Rents, and Security listed on Exhibit "B" attached hereto, there are no other Leases, Rents, Last Month's Rent, and Security Deposits applicable to the Property as of this date.

4. The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of Assignee and Assignor and their respective heirs, successors, and assigns.

5. This Assignment, and all claims or causes of actions, whether in contract or tort, that may be based upon, arise out of, or relate to this Assignment, or the negotiation, execution, or performance of this Assignment including, but not limited to, any claim or cause of action based upon, arising out of, or related to any representation or warranty made in, or in connection with, this Assignment or as an inducement to enter into this Assignment, shall be governed by the internal laws of the Commonwealth of Pennsylvania.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one entire original Assignment.

7. This Assignment may be executed by facsimile or electronic signature, and an electronic signature shall have the same legal effect as an original signature.

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption of Leases, Rents, and Security Deposits as of the day and year first written.

**BUYER: Bryan Stuckert and Keith Taylor  
and or their assign or nominee**

**SELLER: Hurst Family Trust**

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

Name: Bryan Stuckert

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

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

Name: Keith Taylor

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

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

Name: The Hurst Family Trust by Licia Maria Hurst as Co-Trustee with Limited Powers to Sell Properties as designated by Appointment dated 6/1/2022

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

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

Name: The Hurst Family Trust by Karen Marie Hurst as Co-Trustee with Limited Powers to Sell Properties as designated by Appointment dated 6/1/2022

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

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**EXHIBIT "B"**  
**Rents, Security Deposits, and Last Month's Rent Table**

**408-410 Cottman Street**

TENANT ROSTER UNIT / TENANT NAME	DATE OF LEASE	PREPAID RENT (LAST MONTH'S RENT)	SECURITY DEPOSIT	CURRENT RENT 9/1/22
1A -Amy Ambler	5/2/17	\$875.00	\$875.00	\$947.13
1B-Daniel Agnew	9/2/17	\$800.00	\$800.00	\$900.00
2A -Thomas Casey	5/4/13	\$700.00	\$700.00	\$760.00
2C- Joe Alessandroni, III	6/13/10	\$700.00	\$700.00	\$887.75
3A -Daniel Schlauer	6/10/83	None	\$285.00	\$543.00
<b>TOTAL</b>		<b>\$3,075.00</b>	<b>\$3,360.00</b>	<b>\$4,037.88</b>

**1211-1213 Bethlehem Pike**

TENANT ROSTER UNIT / TENANT NAME	DATE OF LEASE	PREPAID RENT LAST MONTH'S RENT)	SECURITY DEPOSIT	CURRENT RENT 9/1/2022
M 1-Maxine Margolies	11/10/93	None	\$650.00	\$500.00
M 1A-Andrew Maher	3/1/16	\$730.00	\$730.00	\$735.00
M 2-Meg Otte	10/11/90	\$635.00	\$650.00	\$1,015.00
CH 4-Ron Barnes	6/20/08	None	\$865.00	\$1,230.95
CH 5- Kathleen Gillespie	1/11/16	\$815.00	\$815.00	\$918.00
CH 6- Wolfgang/Wolff	3/22/21	\$850.00 (See Note 1)	\$850.00	\$867.00
M 8- Louise Burke	8/1/02	None	\$750.00	\$960.39
M 10-Nathan Harvey	2/3/15	\$720.00	\$720.00	\$730.80
<b>TOTAL</b>		<b>\$3,750.00</b>	<b>\$6,030</b>	<b>\$6,957.14</b>

**Note 1: Confirmation is pending as to whether or not the tenant Wolfgang/Wolff pre-paid their last month's rent.**

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**ADDENDUM TO ANY AGREEMENT OF SALE**

**PROPERTY** 1211-1213 Bethlehem Pike, Flourtown, PA & 408-410 Cottman Street, Jenkintown, PA

**SELLER** Hurst Family Trust

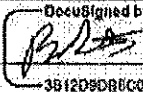
**BUYER** Bryan Stuckert and Keith Taylor and/or their assigned or nominee

The following terms of the Agreement of Sale are changed as follows:

All month-to-month residential leases to be assigned and assumed and therefore forming part of the transaction shall be interpreted as requiring sixty (60) days advance written notice by either party to terminate, (unless agreed otherwise in writing by the Parties to the lease), and no terminations prior to January 1, 2023. For the leases with one-year terms, there may be no notice of termination prior to January 1, 2023.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

**BUYER:** Bryan Stuckert and Keith Taylor and/or their assigned or nominee

By:  Date: 9/27/2022  
DocuSigned by:  
381209088C084F8

Printed name: \_\_\_\_\_

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

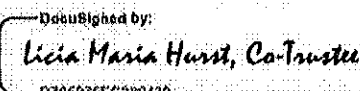
Printed name: \_\_\_\_\_

By: \_\_\_\_\_ Date: 9/27/2022  
DocuSigned by:  
Keith Taylor  
08484101074B41C

Printed name: \_\_\_\_\_

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

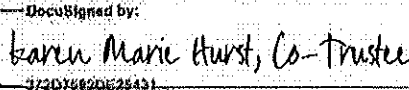
Printed name: \_\_\_\_\_

**SELLER:** Hurst Family Trust  
 By:  Date: 10/6/2022  
DocuSigned by:  
Licia Maria Hurst, Co-Trustee  
07860765C289430

Printed name: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

By:  Date: 10/6/2022  
DocuSigned by:  
Karen Marie Hurst, Co-Trustee  
172074420E25431

Printed name: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

# RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

**THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978**

**1 PROPERTY**

**2 SELLER** Hurst Family Trust

**3 LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such  
5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead  
6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,  
7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest  
8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or  
9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for  
10 possible lead-based paint hazards is recommended prior to purchase.

**11 SELLER'S DISCLOSURE**

12 LMH LMH Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.  
13 LMH / LMH Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the  
14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other  
15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

**16 SELLER'S RECORDS/REPORTS**

17 LMH7 LMH7 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.  
18 / LMH7 Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in  
19 or about the Property. (List documents):  
20  
21

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

23 SELLER Licia Maria Hurst, Co-Trustee DocuSigned by: Hurst Family Trust DATE 10/6/2022  
24 SELLER D785075EC280430 Karen Marie Hurst, Co-Trustee DATE 10/6/2022  
25 SELLER 372078520E28431 DATE

26 BUYER Bryan Stuckert and Keith Taylor and or their assigns or nominee

27 DATE OF AGREEMENT October 7, 2022

**28 BUYER'S ACKNOWLEDGMENT**

29 / Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.  
30 / Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records  
31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.  
32 Buyer has (initial one):  
33 / received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of  
34 lead-based paint and/or lead-based paint hazards; or  
35 / waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based  
36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 BUYER Bryan Stuckert and Keith Taylor and or their assigns or DATE  
39 BUYER DATE  
40 BUYER DATE

**41 AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

42 Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint  
43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.  
45 Seller Agent and Buyer Agent must both sign this form.

46 BROKER FOR SELLER (Company Name) Walsh Commercial Real Estate, LLC

47 LICENSEE Brendan Walsh DATE

48 BROKER FOR BUYER (Company Name) Walsh Commercial Real estate, LLC

49 LICENSEE Brendan Walsh DATE





Building Photo

1213 Bethlehem Pike... X

1213 Bethlehem Pike, ...

40.10°N, 75.21°W

1213 Flour La S

1213 Bethlehem Pike



Google Earth

10 m

Camera: 152 m 40°06'00"N 75°12'48"W 71 m



## Chapter 114. Zoning

### Article VII. C Residence District

#### § 114-71. Permitted uses.

[Amended 10-8-1975 by Ord. No. 646; 7-14-1976 by Ord. No. 655; 7-8-1992 by Ord. No. 786; 11-10-1993 by Ord. No. 798]

A building may be erected, altered or used and a lot or premises may be used for any one of the following purposes and for no other:

- A. Any use permitted in the B Residence District.
- B. Two-family detached dwelling.
- C. Single-family and two-family semidetached dwelling.
- D. Multiple dwelling, when authorized as a special exception; provided, however, that the following requirements must be met:
  - (1) A lot area of not less than 5,000 square feet per family shall be provided.
  - (2) The building shall not exceed:
    - (a) Forty percent of the lot area for one-story buildings.
    - (b) Twenty-five percent of the lot area for two-story buildings.
    - (c) Seventeen percent of the lot area for three-story buildings.
    - (d) Twelve and one-half percent of the lot area for four-story buildings.
    - (e) Ten percent of the lot area for buildings of five stories.
  - (3) Buffers shall be provided along property boundaries, buffers or street trees shall be provided along all streets and all parking areas shall be landscaped in accordance with the requirements of § 95-111 of Chapter 95, Subdivision of Land. Existing landscape material may be used to meet these requirements.
- E. A minor garage, when authorized as a special exception, provided that a minor garage must be built at least 100 feet away from any street.

## **Chapter 114. Zoning**

### **Article VII. C Residence District**

#### **§ 114-72. Lot and building area.**

- A. Lot area. A lot area of not less than 5,000 square feet per family shall be provided for every building hereafter erected, altered or used in whole or in part as a dwelling.  
[Amended 6-13-1979 by Ord. No. 684]
- B. Building area. The building area shall not exceed 30% of the lot area.

## Chapter 114. Zoning

### Article XIII. General Regulations

#### § 114-134. Off-street parking and loading provisions.

[Amended 4-8-1981 by Ord. No. 702]

- A. Off-street parking shall be provided for the following uses with each parking space accessible from a street and located on the lot on which such use is situated.
- (1) Any dwelling. Two parking spaces for each housekeeping unit. Garages or driveways of individual units may be considered as parking areas. No parking space shall be provided nor parking permitted in the required front yard areas of multiple dwellings.
  - (2) Multifamily Apartment District. In each Multifamily Apartment District there shall be one parking place for each one-bedroom apartment dwelling unit and two parking spaces for each two-or-more-bedroom dwelling unit, plus 15% surplus parking. In no event shall there be less than 1 1/2 parking spaces per dwelling unit for the entire multifamily apartment development.  
[Added 7-12-1989 by Ord. No. 771<sup>[1]</sup>  
[1] *Editor's Note: This ordinance also provided for the redesignation of Subsection A(2) through (12) as Subsection A(3) through (13).*
  - (3) Retail store or shop, including, without limitation, dispensary facilities. One parking space for each 100 square feet of total floor area. [Amended 4-12-2017 by Ord. No. 950]
  - (4) Restaurant. One parking space for each 50 square feet of total floor area.
  - (5) Office. One parking space for each 200 square feet of total floor area.
  - (6) Shopping center. Five and one-half parking spaces for each 1,000 square feet of total leasable area.
  - (7) Hotel, motel, rooming house or tourist home. One parking space for each rental unit, plus one parking space per employee on the largest shift.
  - (8) Church, auditorium or other place of public assemblage. One parking space for every 50 square feet of total floor area.
  - (9) Hospital. One parking space for every bed, plus one parking space per employee on the largest shift.