CHECK OFF LIST FOR ZONING HEARING BOARD APPEAL

The items listed below are requirements of the application process for the Zoning Hearing Board.

Check off the items that accompany this appeal. If item is deemed not applicable put N/A in place of a check mark. If any box is not marked with either a check mark or N/A, the application will be considered incomplete and will not be accepted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>13 copies of Appeal (pages 4 thru 6)</td>
<td></td>
</tr>
<tr>
<td>13 copies of Plot Plan</td>
<td></td>
</tr>
<tr>
<td>13 copies of Zoning Officers rejection</td>
<td></td>
</tr>
<tr>
<td>13 copies of Tax Map</td>
<td></td>
</tr>
<tr>
<td>13 copies of deed</td>
<td></td>
</tr>
<tr>
<td>13 copies of agreement of sale or lease agreement</td>
<td></td>
</tr>
<tr>
<td>13 copies of detailed plan of proposed structure</td>
<td></td>
</tr>
<tr>
<td>13 copies of deed searches if your application is for certification of non-conforming use</td>
<td></td>
</tr>
<tr>
<td>13 copies of exhibits which would include but are not limited to pictures, diagrams, and changes.</td>
<td></td>
</tr>
<tr>
<td>Application must be notarized. Original must be submitted.</td>
<td></td>
</tr>
<tr>
<td>Applications and all required material as described must be placed in packet form as follows:</td>
<td></td>
</tr>
<tr>
<td>Must submit copy of application and plan(s) on a disc in .pdf file format or email same to <a href="mailto:lalston@bensalem.gov">lalston@bensalem.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

Application must be notarized. Original must be submitted.

Applications and all required material as described must be placed in packet form as follows:

- Copy of application and plan(s) on a disc in .pdf file format
- Email to lalston@bensalem.gov

The Zoning Hearing Board Clerk is not authorized to fill out your Zoning hearing Board application, correlate the above items or answer technical questions. If you are not sure how to go about appealing to the zoning hearing board, it is advised that you obtain an attorney to help you.

Attached to this checklist is the appeal and instructions on how to fill out the appeal form.

Plot plans may be hand drawn as long as all information is accurate. It must contain all pertinent zoning information. It must contain the names, addresses and tax parcel numbers of all adjoining owners.

To obtain the Zoning Officers rejection notice you must first submit an application or occupancy permit. You will receive your rejection notice in the mail.
Tax maps may be obtained either in Doylestown at the courthouse or in the township building. In order for us to provide you with a copy your tax map, you will need your tax parcel number from your tax bills the courthouse telephone number is 215-355-7497. Ask for tax mapping.

You can obtain a copy of your deed from the Recorder of Deeds office in Doylestown.

A detailed plan means a plan that shows what you are building.

For deed searches of adjoining owners’ properties, you can obtain these at the Recorder of Deeds office in Doylestown.

Notarization. Have the first copy notarized and when you make copies of that form the notarization will show up on all the copies. Submit all copies plus the original.

Important: the Zoning Hearing Board requires submission of proof of notification, of adjoining property owners before appeal can be heard. This is also a requirement of the Pennsylvania Municipalities Planning Code for appeals to the Zoning Hearing Board.

Note: The Township will post a zoning notice in a conspicuous place in front of the premises seven (7) days preceding the hearing.

**How To Complete A Zoning Hearing Board Application**

**DEFINITIONS**

**Application for Challenge:** Check this item if you intend to challenge the validity of the zoning ordinance, the zoning map, or any provisions thereof which prohibits or restricts the use or development of land in which the appellant has an interest.

**Application from the Administrative Officer is refusing my application for a building permit:** Check this item if you think the Zoning Officer acted improperly or in error in refusing your building permit.

**Application for Special Exception:** Check this item in cases where the zoning ordinance states that special exceptions may be granted or denied by the Zoning Hearing Board.

**Application for variance:** Check this item when you require a variance from the zoning ordinance in order to build on your property. This may be a variance from setbacks, size of property, use of property, etc. You must prove a hardship and that such hardship was not created by the Appellant.

**Application for certification of a non-conforming use/lot:** Check this item if the property has existed as a non-conforming use or a non-conforming lot, in single and separate ownership, continuously since prior to 1954 to the present time.

**Appellant:** The individual applying for the appeal. The Appellant must have a vested interest in the property (owner, lessee, or equitable owner).

**Attorney:** Please provide this information if an attorney is involved.

**Interest of Appellant if not Owner:** Lessee or equitable owner.
**Instructions for questions 1 through 8:**

1. Check all items that apply to your application and that you want considered by the Zoning Hearing Board.

2. Description information:
   - **Tax parcel number:** this information can be found on your tax bills; at the bucks county court house; or by researching this information at the township building. You must know the owner of record to find this information.
   - **Location:** The address of the property for which you are applying for an appeal. This includes a street number. If no street number exists, supply the lot number and the street name.
   - **Lot size:** What are the dimensions of the lot.
   - **Present use:** What is the use of the property at this time.
   - **Present zoning classification:** This information may be obtained by applying to the Zoning Officer for a zoning certification or by looking it up on our zoning map at the office of the Bensalem Township Department of Building and Planning.
   - **Present improvements upon land:** What is on the land now? House, garage, shed, etc. List everything that currently exists on the property. If nothing is on the land state “none”.
   - **Deed recorded in Doylestown:** What are the deed book number and page number(s) of this property? This information can be found on your deed or at the office of the recorder of deeds in Doylestown.

3. What is your basis for challenge? Why do you think the zoning ordinance or zoning map prohibits or restricts your use or development of the land?

4. On what basis did the Zoning Officer issue the rejection? Why do you think the Zoning Officer was in error?

5. List the articles and section numbers of the zoning ordinance you are appealing. This information will be found on the "notice of rejection" form.

6. List the type of action for which you are applying:
   - are you applying for a variance? If yes, for what are you requesting a variance.
   - are you applying for a special exception? If yes, describe the special exception for which you are applying.
   - what is the relief you require from the Zoning Hearing Board?

**NOTE:**
If more space is required, attach a separate sheet and make specific reference to the questions being answered.

In question #6, above, include the grounds for the appeal or reasons, both with respect to law and fact for granting the Appeal or special exception or variance.

7. Using your own words: Describe why you feel the Zoning Hearing Board should approve your appeal.

8. In the past, have you ever applied for an appeal before the Zoning Hearing Board for this property?
Notice of Appeal

Appeal is hereby made by the undersigned from the action of the Zoning Officer.

Check applicable item(s):

☐ Certification of Non-Conforming Use
☐ Application for Validity Challenge
☐ Administrative Officer in refusing my application for a building permit dated: ________________
☐ Special Exception
☒ Variance from the terms of the Zoning Ordinance of the Township of Bensalem

Appellant Name: Thomas Snyder
Address: 130 Elmwood Avenue
          Feasterville, PA 19053
Phone No. 267-236-5936
E-Mail Address: snyderhomes@verizon.net

Owner’s Name: ADR Investments LLC
Address: 7998 New Falls Road
          Levittown, PA 19055
Phone No. 267-236-5936
E-Mail Address: snyderhomes@verizon.net

Attorney Name: Michael J. Meginniss
Address: 680 Middletown Boulevard
          Langhorne, PA 19047
Phone No. 215-809-3689

Interest of appellant, if not owners (agent, lessee, etc.):
Developer, agreement of sale enclosed
1. Application relates to the following:

Check items if applicable:

- [ ] Use
- [x] Lot Area
- [ ] Height
- [x] Yards
- [ ] Existing Building
- [ ] Proposed Building
- [ ] Occupancy
- [x] Other: (describe) Lot Frontage and Lot Width

2. Brief description of Real Estate affected:

<table>
<thead>
<tr>
<th>Tax Parcel Number:</th>
<th>02-072-011-001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location:</td>
<td>Appleton Avenue</td>
</tr>
<tr>
<td>Lot Size:</td>
<td>10,040 SF</td>
</tr>
<tr>
<td>Present Use:</td>
<td>Vacant Lot</td>
</tr>
<tr>
<td>Proposed Use:</td>
<td>Single-Family Dwelling</td>
</tr>
<tr>
<td>Present Zoning Classification:</td>
<td>R-1</td>
</tr>
<tr>
<td>Present Improvement upon Land:</td>
<td>None</td>
</tr>
</tbody>
</table>

Deed recorded at Doylestown Instrument #2018037303

3. If this is an appeal to challenge, provide statement and/or basis for challenge to the validity of the zoning ordinance.

N/A

4. If this is an Appeal from action of the Zoning Administrative Officer then complete the following:

Date Determination was made: N/A

Your statement of alleged error of Zoning Administrative Office: ____________________________

______________________________

______________________________

______________________________

______________________________
1. Specific reference to section of the Zoning Ordinance upon which application for special exception or variance is based (if special or variance is desired):

Section 232-153(a), Section 232-153(b), Section 232-153(e)(1)(a)

2. Action desired by appellant or applicant (statement of relief sought or special exception or variance desired):

See attached.

3. Reasons appellant believes board should approve desired action (refer to section or sections of ordinance under which it is felt that desired action may be allowed, and not whether hardship is (or is not) claimed, and the specific hardship.

See attached.

4. Has previous appeal or application for special exception or variance been filed in connection with these premises?

☐ YES  ☒ NO

Specifications of errors must state separately the appellant’s objections to the action of the zoning administrative office with respect to each question of law and fact which is sought to be reviewed.

I, hereby depose and say that all of the above statements and the statements contained in any papers or plans submitted herewith, are true to the best of my knowledge and belief.

Appellant’s or Owner’s Signature ___________________________ Date 5/15/19

A SIGNED COPY OF THIS APPLICATION IS REQUIRED UPON SUBMISSION OF DOCUMENTS

State of Pennsylvania
County of Bucks
Sworn to and subscribed before me this
15th day of May 2019

by Thomas Snyder

Melanie Aroniss
Notary Public
My commission expires: 3/18/2023
May 8, 2019

Dumack Engineering
1038 2nd Street Pk
Richboro, PA 18954

Dear Sir/Madam:

A review was conducted on the application for the referenced project pursuant to the Code of the Township of Bensalem, Chapter 232 ZONING. Please be advised the application submitted for the above captioned project has been rejected due to the following reason(s):

1. A variance is required from section 232-153(a), to permit a lot area of 10,040 sq. ft. which is less than the required 12,000 sq. ft.
2. A variance is required from section 232-153(b), to permit a lot width of 75 ft. which is less than the required 80 ft.
3. A variance is required from section 232-153(e)(1), to permit Front Yard setback of 21.5 ft. which is less than the required 35 ft. for the proposed dwelling.
4. A variance is required from section 232-153(e)(1), to permit Front Yard setback of 26.5 ft. which is less than the required 35 ft. for the proposed patio if the patio has a footer installed.

The applicant must apply for all Building Permits including Alteration of Land and Stormwater Management as that applies.
The applicant must comply with section 232-153(f), building height, or obtain a variance.
The applicant must comply with steep slopes section of the ordinance if applicable, or obtain a variance.

This letter shall serve as formal notice that your permit application has been rejected for said project until such time as the requested information has been provided.

You have the right to appeal this rejection letter. Applications for appeals to the Zoning Hearing Board can be obtained at the Building and Planning Department located in the Municipal Building at 2400 Byberry Road, Bensalem.

Respectfully,

Kenneth V. Farrall
Director of Building and Planning

Permit Status: APPLICATION DENIED

Project: SINGLE FAMILY DWELLING
Project Address: 0 APPLETON AVE
Tax Parcel: 02-072-011-001
Property Owner: SAME AS ADDRESSED
Project Status: APPLICATION DENIED

melanie@dumack.com
email address

KF/lva
BUCKS COUNTY RECORDER OF DEEDS
55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2018037303
Recorded On 7/12/2018 At 11:39:41 AM * Total Pages - 4
* Instrument Type - DEED
  Invoice Number - 950003 User - JLC
* Grantor - BUCKS CO TX CLM BR
* Grantee - A D R INVEST L L C
* Customer - TAX CLAIM OFFICE
* FEES
  STATE TRANSFER TAX $260.43
  RECORDING FEES $81.75
  BENS ALEM SCHOOL $130.22
  DISTRICT REALTY TAX
  BENS ALEM TOWNSHIP $130.21
  TOTAL PAID $602.61

Bucks County UPI Certification
On July 12, 2018 By JJK

This is a certification page
DO NOT DETACH
This page is now part of this legal document.

RETURN DOCUMENT TO:
TAX CLAIM OFFICE

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

Robin M. Robinson
Recorder of Deeds

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.
TAX CLAIM BUREAU DEED

THIS DEED, made this 12th day of July, 2018, between the TAX CLAIM BUREAU OF THE COUNTY OF BUCKS, PENNSYLVANIA, as trustee, GRANTOR, and ADR INVESTMENTS, LLC, 7998 New Falls Road, Levittown, PA 19055, his, her, their, or its heirs, successors, and/or assigns, GRANTEE.

WITNESSETH, that in consideration of Two Thousand Six Hundred Eighty Nine and 68/100 ($2,689.68) Dollars, being the highest bid at an Upset Tax Sale on November 14, 2017, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, in accordance with the Real Estate Tax Sale Law of July 7, 1947, P.L. 1368, as amended (72 P.S. 5680.101, et seq.).

ALL THAT CERTAIN lot or piece of ground situate in Bensalem Twp.; site: 7 Appleton Ave.; Lgl: Lot #20 P/O LOT #19 Appleton Park #1 75 x 159 more particularly described in Deed dated June 20, 1979, to JOHN FRIEDRICH and recorded in the Office of the Recorder of Deeds in and for Bucks County, at Book 2339, Page 0453.

ALSO KNOWN AS BUCKS COUNTY UNIFORM PARCEL IDENTIFIER: TAX PARCEL 02-072-011-001.

BEING the property formerly owned, or reputed to be owned, by JOHN FRIEDRICH, the same having been sold under authority of the provisions of the said Real Estate Tax Sale Law (after advertising according to law, the redemption period having expired without the property having been redeemed, or any tax judgment entered not having been satisfied, or no agreement to stay the sale having been entered into, or the within property no longer remaining in possession of a sequestrator) at an Upset Tax Sale held November 14, 2017, confirmed absolutely by the Court on June 1, 2018 pursuant to Docket No. 2017-06457 in the Court of Common Pleas of Bucks County, Pennsylvania under and by virtue of the Real Estate Tax Sales Law of 1947, as amended.

With the appurtenances, if any, to have and to hold the said property in fee simple, as provided by the Act of Assembly recited above.

UNDER AND SUBJECT TO any liens, charges, or rights of third parties not discharged by said Upset Tax Sale under the provisions of the Act of Assembly recited above.
IN WITNESS WHEREOF, said Grantor has hereunto caused this Deed to be executed by its Director the day and year first above written.

TAX CLAIM BUREAU OF BUCKS
COUNTY, TRUSTEE

By:

Barbara L. DiNoia, Director

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS

On this, the 12th day of July, 2018, before me, the Prothonotary of Bucks County, the undersigned officer, personally appeared BARBARA L. DINOIA, Director of the Tax Claim Bureau of the County of Bucks, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purpose therein contained.

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

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Grantee herein is as follows:

7998 New Falls Road
Levittown, PA 19056

On behalf of Grantee:

RECORDED in the Office for Recording of Deeds in and for the County of Bucks, Commonwealth of Pennsylvania, in Instrument No.

WITNESS my hand and seal of Office this ___ day of ___________, 2018.
REALTY TRANSFER TAX
STATEMENT OF VALUE

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) 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 family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT – All inquiries may be directed to the following person:

Name: Bucks County Tax Claim Bureau
Mailing Address: 55 E Court St 5th Floor
City: Doylestown
State: PA
ZIP Code: 18901
Telephone Number: (215) 348-6274

B. TRANSFER DATA

Grantor(s)/Lessor(s): John Friedrich
Mailing Address: 206 Cinnaminson Avenue
City: Palmyra
State: NJ
ZIP Code: 08065

Grantee(s)/Lessee(s): ADR Investments, LLC
Mailing Address: 7998 New Falls Road
City: Levittown
State: PA
ZIP Code: 19055

C. Date of Acceptance of Document: 11/14/17

D. REAL ESTATE LOCATION

Street Address: Lot #20 P/O Lot #19 Appleton Park #1 75 x 159
City, Township, Borough: Bensalem Township SD
County: Bucks
School District: Bensalem Township SDSD
Tax Parcel Number: 02-072-011-001

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? □ Y □ N

1. Actual Cash Consideration: 2,689.68
2. Other Consideration: + 0.00
3. Total Consideration: 2,689.68
4. County Assessed Value: 2,840.00
5. Common Level Ratio Factor: x 9.17
6. Fair Market Value: 26,042.80

F. EXEMPTION DATA

1a. Amount of Exemption Claimed
1b. Percentage of Grantor’s Interest in Real Estate
1c. Percentage of Grantor’s Interest Conveyed

Check Appropriate Box Below for Exemption Claimed.

☐ Will or intestate succession. (Name of Decedent) (Estate File Number)

☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)

☐ Transfer from a trust. Date of transfer into the trust.
   If trust was amended attach a copy of original and amended trust.

☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

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

☐ Other (Please explain exemption claimed.)

Under penalties of law, 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.

Signature of Correspondent or Responsible Party

Office Manager
Bucks County Tax Claim Bureau
Date 7/11/18

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER’S REFUSAL TO RECORD THE DEED.
THOMAS G. SNYDER 04/05
130 ELMWOOD AVE.
FEASTERVILLE, PA 19053-2334

PAY TO THE ORDER OF America cheap

$5,000.00

THE FIRST NATIONAL BANK
AND TRUST COMPANY OF NEWTOWN
215-860-9100

MEMO: Appleton Lot

60-1278/319

DATE 3/20/19

DOLLARS

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.
CONSUMER NOTICE
THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

• Licensees may enter into the following agency relationships with consumers:

  Seller Agent

  As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

  Buyer Agent

  As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

  Dual Agent

  As a dual agent, the licensee works for both the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

  Designated Agent

  As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

• In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

  • The seller will accept a price less than the asking/listing price,

  • The buyer will pay a price greater than the price submitted in the written offer, and

  • The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.
Regardless of the business relationship selected, all licensees owe consumers the duty to:

- Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
- Deal honestly and in good faith.
- Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived by the seller where the seller's property is under contract and the waiver is in writing.
- Comply with the Real Estate Seller Disclosure Law.
- Account for escrow and deposit funds.
- Disclose, as soon as practicable, all conflicts of interest and financial interests.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

The following contractual terms are negotiable between the licensee and the consumer and must be addressed in an agreement/disclosure statement:

- The duration of the licensee’s employment, listing agreement or contract.
- The licensee's fees or commission.
- The scope of the licensee's activities or practices.
- The broker's cooperation with and sharing of fees with other brokers.

All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.

The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: ___________________________  (Consumer’s Printed Name)  (Consumer’s Signature)

Date: ___________________________  (Consumer’s Printed Name)  (Consumer’s Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: ___________________________  (Licensee’s Printed Name)  (Licensee’s Signature)  (License #)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
Purchase Contract

Buyer: Thomas Snyder

Seller: ADR Investments, LLC

Property: Bensalem Township, Bucks County UPI #: 02-072-011-001

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the Property (including any abandoned personal property) in as-is / where-is condition (collectively the "Property") upon the following terms and conditions:

A. The Purchase Price shall be $80,000.00.

B. The deposit ("Deposit") shall be $5,000.00, paid in certified funds to American Dream Realty Service Corp. ("Escrow Agent") at the time this Purchase Contract is executed.

C. Due Diligence: Buyer shall have a period of 30 calendar days from the date that this Purchase Contract is fully executed (the "Due Diligence Period"). Buyer may elect to cancel the Purchase Contract at any time, for any reason, or for no reason, by written notice to the Seller, on or prior to the expiration of the Due Diligence Period, in which event this Purchase Contract shall terminate, the full Deposit shall be refunded to Buyer, and the parties shall have no further liabilities hereunder.

D. Closing shall occur within 30 days of approvals pursuant to Section 3 as set forth in Par Form ZA (attached hereto and incorporated herein), or October 23, 2019, whichever occurs first in time.

E. Abstracting prior to Closing, governmental lien searches, cost of obtaining payoff and estoppel letters, and the cost of recording any corrective instruments and Real Estate Brokerage fees, if any, shall be paid by Seller. Buyer shall pay the cost of recording the deed.

F. Proration of property taxes, insurance, assumed interest, utilities, rents, and other expenses and revenue of the Property shall be prorated through the day of Closing.

G. Property to be delivered by possession to the Property As-Is / Where-Is.

H. Zoning Classification of the Property R-1.

I. This transaction is NOT contingent on mortgage Financing.

J. Buyer understands the "Consumer Notice" as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. It is acknowledged, disclosed, understood and agreed that one or more of the associates, affiliates, employees, owners, shareholders, members, principals of the Seller ("Associates") is a Licensed Pennsylvania Realtor, and that neither the Associates nor the Brokerage the Associates are associated with has represented the interests of Buyer in regard to this transaction.

K. Buyer and Seller agree to use the services of Alpert Abstract, LLC for the purpose of closing, conveyance and title work, and issuance of a Title Policy, if any. It is understood that neither Seller nor any of it’s Agents or Affiliates have any financial interest in Alpert Abstract, LLC, who is being used for the purpose of Seller convenience. As consideration of Buyer agreeing to use Alpert Abstract, LLC, Seller shall pay to Buyer a credit at Closing, the sum of $1.00.

L. Release. Upon Closing, Buyer, including it’s Agents, employees, affiliates and, invitees hereby releases, quit claims and forever discharges Seller and its Affiliates, Agents, Employees, Officers, Directors, Shareholders, Affiliates, all Brokers, their Licensees, Employees or any one of them and any other Person, Firm, or Entity who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether now known or not, which may arise from any and all hazards or other defects or conditions of or on the Property. Buyer hereby agrees to therefore hold the above named individuals and entities harmless and defend them for any and all costs. This paragraph shall survive Closing.

Initials of the Parties
M. This is an As-Is / Where-Is transaction that is being made without any representations by Seller, whatsoever.

N. Neither this Purchase Contract, nor any memorandum thereof shall be recorded in any office or place of public record.

O. Buyer's interest under this Purchase Contract are not assignable.

P. Re-Listing of Property: As additional consideration from the Buyer to the Seller, Buyer agrees that for a period of period of Five (5) years from the date of Closing, Buyer shall List any and all resale(s) of the Property, with Seller's designated Broker, American Dream Realty Service Corp. Said Listing(s) of the Property, be it in whole or in part, shall provide for a Brokerage Fee of no less then 4.5%, per transaction and shall be memorialized in one or more separate documents, from time to time. This paragraph shall survive Closing.

Q. All time frames shall be of the essence and be measured in calendar days.

V. This Purchase Contract contains all agreements and understandings between the Parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this transaction. This Purchase Contract may not be altered, amended, changed, or modified except in writing, executed by the Parties.

R. No Association of REALTORS or BAR ASSOCIATION has set or recommended the terms of this Purchase Contract. The Buyer and the Seller have discussed, negotiated and agreed upon the terms of this Purchase Contract.

Buyer

Thomas Snyder

Date

3/20/19

Seller

ADR Investments, LLC

Date

3/20/19
ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

PROPERTY: Appleton Ave

SELLER: App Investments LLC

BUYER: Thomas Snyder

DATE OF AGREEMENT: March 20, 2019

☐ VERIFICATION OF ZONING FOR PROPOSED USE CONTINGENCY

1. Contingency Period: _______ days (15 days if not specified) from the Execution Date of the Agreement of Sale.

Within the Contingency Period, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as permitted under the current zoning classification for the Property and is not prohibited by any other governmental land use restrictions.

2. If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the proposed use of the Property is not permitted, and Buyer will:

(A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
(B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale.
(C) Enter into a mutually acceptable written agreement with Seller.

If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE paragraph of the Agreement of Sale.

☐ CHANGE OF ZONING/MUNICIPAL APPROVAL FOR PROPOSED USE CONTINGENCY

1. Within 45 DAYS of the Execution Date of the Agreement of Sale (15 days if not specified), Buyer will make a formal written application for zoning approval, variance, non-conforming use, or special exception from Bensalem Township (municipality) to use the Property as Building Lot For One S.F.H. (proposed use). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.

2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.

3. If final, unappealable approval is not obtained by September 20, 2019, Buyer will:

(A) Accept the Property with the current zoning and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
(B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale, OR
(C) Enter into a mutually acceptable written agreement with Seller.

If Buyer and Seller do not reach a written agreement before the time specified in paragraph 3, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale.

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

BUYER
DATE 3/20/19

BUYER
DATE

BUYER
DATE

SELLER
DATE

SELLER
DATE

SELLER
DATE 3/20/19
Listing Contract (Transactional Licensee Contract)

Exclusive Right To Sell Residential Real Estate
This form is not restricted to use by the members of the Pennsylvania Association of REALTORS® (PAR)

Listing Broker (a/k/a Broker)
American Dream Realty Service Corp.
Company Address
7998 New Falls Road, Levittown, Pennsylvania 19055
Company Phone
215 - 945 - 1000

Seller(s)

Seller’s Mailing Address

Phone numbers

Email

Seller understands that this Listing Contract (the "Contract" a/k/a "Listing Contract") is between Listing Broker and Seller.

Does Seller have a Listing Contract for this Property with another Broker? No
If yes, explain:

1. PROPERTY
Address: T.B.D., Appleton Ave
Municipality: Bensalem
Present Use:
County: Bucks
ID #: 02-072-011-001

LISTED PRICE *

2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")

(A) No Association of REALTORS® has set or recommended the term of this contract. Listing Broker and Seller have discussed and agreed upon the term of this Contract.

(B) starting date: This Contract starts when signed by Listing Broker and Seller, unless otherwise stated here:

(C) ending date: This Contract ends at 11:59 PM on 364 days from start date. By law, the term of a listing contract may not exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically 364 days from the Starting Date of this Contract.

3. BROKER’S FEE

(A) No Association of REALTORS® has set or recommended the Broker’s Fee. Listing Broker and Seller have negotiated the fee that Seller will pay Listing Broker.

(B) Broker’s Fee is 4.5% of the sale price, paid to Listing Broker by Seller as follows:
   1. $0.00 of Broker’s Fee is earned and due (non-refundable) at signing of this Listing Contract, payable to Listing Broker.
   2. Seller will pay the balance of Broker’s fee if:
      a. Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Listing Broker, their licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to seller, OR
      b. A ready, willing, and able buyer is found, during the term of this Contract, by Listing Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller, OR
      c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
      d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
      e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
      f. A sale occurs after the Ending Date of this Contract IF:
         1. The sale occurs within 120 days of the Ending Date, AND
         2. The buyer was shown or negotiated to buy the Property during the term of this Contract, AND
         3. The Property is not listed under an “exclusive right to sell contract” with another broker at the time of the sale.

(C) If a sale occurs, balance of Broker’s Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest.

* To be determined once construction & renovation of the Property is completed by Seller

SELLER'S INITIALS: []
4. BROKER’S FEE IF SETTLEMENT DOES NOT OCCUR

If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Listing Broker 50% of/from deposit monies.

5. COOPERATION WITH OTHER BROKERS

Listing Broker has explained their company policies about cooperating with other brokers. Listing Broker and Seller agree that Listing Broker will pay from Broker’s fee a fee to another Broker who procures the buyer who:

(A) X Represents the buyer (Buyer’s agent). Listing Broker will pay 2.5% of the Broker’s Fee of/from the sale price. A buyer’s agent, even if compensated by Listing Broker for seller, will represent the interests of the buyer.

(B) X Does not represent either Seller or a buyer (Transaction licensee). Listing Broker will pay 2.5% of the Broker’s Fee of/from the sale price.

6. DUTIES OF BROKER AND SELLER

(A) Listing Broker is acting as a Transaction Licensee, as described in the Consumer Notice. Although a Transaction Licensee has no duty of loyalty or confidentiality to the Seller, a Transaction Licensee is prohibited from disclosing that the Seller will accept a price less than the asking/listing price; the Buyer will pay a price greater than the price submitted in the written offer; or the Seller or Buyer will agree to financing terms other than those offered.

(B) Seller will cooperate with Listing Broker and assist in the sale of the Property as asked by Listing Broker.

7. BROKER’S SERVICE TO BUYER

Listing Broker may provide services to a buyer for which Broker may compensation. Such services may include, but are not limited to: Buyer Agency, document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

8. BROKER NOT RESPONSIBLE FOR DAMAGES

Seller agrees that Listing Broker and their Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Listing Broker or their Licensee(s).

9. DEPOSIT MONEY

(A) Listing Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, but not the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.

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

1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

2. If, after Listing Broker has received deposit monies, Listing Broker receives a written agreement that is signed by buyer and Seller, directing Listing Broker how to distribute some or all of the deposit monies.

3. According to the terms of a final order of court.

4. According to the terms of a prior written agreement between buyer and Seller that directs the Listing Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.

(C) Seller agrees that if Seller names Listing Broker or their licensee(s) in litigation regarding deposit monies, the attorneys’ fees and costs of the Listing Broker(s) and their licensee(s) will be paid by Seller.

10. ADDITIONAL OFFERS

ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, SELLER DESIRES NOT TO RECEIVE ANY FURTHER OFFERS FOR THE PROPERTY UNLESS SUCH OTHER FURTHER OFFERS ARE FOR TERMS THAT WILL PERMIT THE SELLER TO CLEAR TITLE, INCLUDING ALL COSTS ASSOCIATED WITH THE SALE OF THE PROPERTY.

11. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS

(A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

1. is a possible danger to those living on the Property, or

2. has a significant, adverse effect on the value of the Property.

The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

(B) Seller will update the Seller’s Property Disclosure Statement as necessary throughout the term of this Listing Contract.

(C) If Seller fails to disclose known material defects and/or environmental hazards:

SELLER'S INITIALS ____________________________
12. IF PROPERTY WAS BUILT BEFORE 1978
The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled Protect Your Family From Lead in Your Home. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a “risk assessment” or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

13. RECOVERY FUND
Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

14. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA
Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

15. MARKETING OF PROPERTY
(A) Where permitted, Broker, at Broker’s option, may use: for sale sign, lock box, key in office, open houses and advertising in all media, including print and electronic, photographs and videos.

(B) There are many ways of marketing properties electronically. Some brokers may use a virtual office website (also known as “VOW”) or Internet data exchange (also known as “IDX”), which are governed by specific rules and policies. Sellers have the right to control some elements of how their property is displayed on a VOW and/or IDX websites. Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

1. X Comments or reviews about Seller’s listings, or a hyperlink to such comments or reviews, in immediate conjunction with Seller’s listing.

2. X Automated estimates of the market value of Seller’s listing, or a hyperlink to such estimates, in immediate conjunction with the Seller’s listing.

(C) Multiple Listing Services (MLS)

Broker will not use a Multiple Listing Service (MLS) to advertise the Property.

X Broker will use a Multiple Listing Service (MLS) to advertise the Property to other real estate brokers and salespersons.

Listed broker shall communicate to the MLS all of Seller’s elections made above.

(D) Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in the MLS or advertising of the Property.

16. PUBLICATION OF SALE PRICE
Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the Property.

17. COPYRIGHT
In consideration of Broker’s efforts to market Seller’s Property as stated in this Contract, Seller grants Broker a non-exclusive, worldwide license (the “License”) to use any potentially copyrightable materials (the “Materials”) which are related to the Property and provided by Seller to Broker or Broker’s representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller’s Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the

SELLER’S INITIALS _____________________________
rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

18. TRANSFER OF THIS CONTRACT
   (A) Seller agrees that Broker may transfer this Contract to another broker.
   (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements of this Contract with the new broker.

19. NO OTHER CONTRACTS
    Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the Ending Date of this Contract.

20. CONFLICT OF INTEREST
    It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller’s interests before any other. If Broker, or any of Broker’s licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

21. ADDITIONAL ITEMS
    (A) Seller has read the Consumer notice as adopted by the state real estate Commission at 49 pa. Code §35.336.
    (B) Seller has received the seller’s property disclosure form and agrees to complete and return to listing Broker in a timely manner, if required.
    (C) Seller has received the lead-Based hazards disclosure form and agrees to complete and return to listing Broker in a timely manner, if required.
    (D) Listing Broker shall in no event be liable for punitive, direct, or consequential damages as a result of this Contract or the transaction(s) contemplated by it. In the event Listing Broker is in default of its obligations to the Seller, Seller’s only remedy shall be limited to the return of any Compensation paid to and retained by Listing Broker on account of this Contract.
    (E) Seller agrees that Listing Broker may represent Buyer(s) of the Property and be the Selling Broker. Listing Broker is not Seller’s Agent.
    (F) This Agreement will be construed under the laws of Pennsylvania. All controversies, claims and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by neutral binding arbitration in the County in which the property is located, in accordance with the rules of the American Arbitration Association or other Arbitrator agreed upon by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorney's fees, and will equally split the Arbitrators' fees and administrative fees of arbitration.
    (G) Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed. return of this agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.
    (H) This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same agreement of the parties.

22. CHANGES TO THIS CONTRACT
    All changes to this Contract must be in writing and signed by Broker and Seller.

23. ENTIRE CONTRACT
    This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

NOTICE BEFORE SIGNING:

IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY.

Seller ___________________________ date ___________________________

Seller ___________________________ date ___________________________

Accepted on behalf of Broker by ___________________________ date ___________________________