



BENSALEM TOWNSHIP

Building and Planning Department
 2400 Byberry Road • Bensalem PA 19020
 215-633-3644 • FAX 215-633-3653

EXHIBIT PC-28

REZONING CHECKLIST

NAME OF APPLICANT: Sri Gyatri Corp Date of Complete Submission: _____

The following checklist summarizes the information which must be submitted with and/or shown on the Rezoning Plan in order to be reviewed by Township Agencies and the Bensalem Township Council. These requirements were adopted and approved by the Bensalem Township Board of Supervisors on May 28, 1968.

The Checklist must be completed by the applicant at the time of submission.

IF INCOMPLETE, the Rezoning Request shall be returned to the applicant noting the deficiencies.



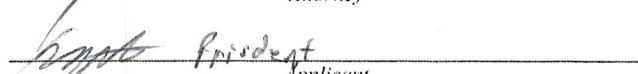
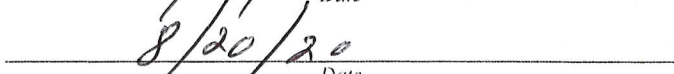
Check each item completed. If item is not applicable, note "N/A" in the space provided.

N/A

<input checked="" type="checkbox"/>		Must submit copy of application and plan(s) on a disc in .pdf file format or email same to lalston@bensalempa.gov
<input checked="" type="checkbox"/>		25 copies of Petition For Changes Of Zoning
<input checked="" type="checkbox"/>		25 copies of plans folded no larger than 8" X 11"
<input checked="" type="checkbox"/>		Copy of Deed or Agreement of Sale
<input checked="" type="checkbox"/>		Name and address of registered Land Surveyor or Professional Engineer who prepared plan and description.
<input checked="" type="checkbox"/>		Complete scaled dimensions of property to be rezoned, including all bearings and distances.
<input checked="" type="checkbox"/>		Relationship and/or location of subject property to the nearest street intersection (tie in distance).
<input checked="" type="checkbox"/>		Owners of record of all adjoining property including deed book and page number.
<input checked="" type="checkbox"/>		Zoning Classification of adjoining property.
<input checked="" type="checkbox"/>		Existing use of all adjoining property regardless of zoning classification.
<input checked="" type="checkbox"/>		Area of subject property shown in acreage and square feet.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Number of lots into which the property is to be subdivided, if applicable.
<input checked="" type="checkbox"/>		Existing use of subject property regardless of zoning classification.
<input checked="" type="checkbox"/>		Width of abutting roadway (right-of-way, cartway, improved, or unimproved)
<input checked="" type="checkbox"/>		Is lot in a subdivision, please check <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO If yes, show lot number(s), section number, name and recording information of subdivision.
<input checked="" type="checkbox"/>		Date of plan.
<input checked="" type="checkbox"/>		Description using the dimensions as shown on the plan.
<input checked="" type="checkbox"/>		One copy of the Petition and Proposed Ordinance stapled to each copy of the Plan.
<input checked="" type="checkbox"/>	**	Proof that the applicant has notified all adjacent property owners and residents in the immediate area who can potentially be affected by the petition. ** We will comply once meeting date is confirmed.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other information required by the Bensalem Township Zoning Officer, please note here:
<input checked="" type="checkbox"/>		One copy of the Petition and Proposed Ordinance stapled to each copy of the Plan.

SUBMISSION IS TO INCLUDE A DISC WITH APPLICATION AND PLAN(S) IN PDF FILE FORMAT OR EMAIL SAME TO lalston@bensalempa.gov

SIGNATURES REQUIRED:

 Engineer/Surveyor	 Date
 Attorney	 Date
 Applicant	 Date



BENSALEM TOWNSHIP

Exhibit PC-28

Building and Planning Department
2400 Byberry Road • Bensalem PA 19020
215-633-3644 • FAX 215-633-3653

Petition for Change of Zoning

Application is hereby made by the undersigned. Enter the names and addresses of petitioner:

Sri Gyatri Corp, c/o Andy Patel - 4000 Bristol Pike - Bensalem, PA 19020

For an amendment to the Bensalem Township Zoning Ordinance of 1954, as amended, and the Bensalem Township Zoning Map, the said applicant represents:

1. That he/she/it/they, is/are the owner(s) of that portion of land situated in Bensalem Township which is described as follows:

TMP No. 02-076-070, on the corner of Bristol Pike (U.S. Route 13), Grey Avenue and Neshaminy Street. It is the location of the existing Scottish Inn and Suites, which is a one story hotel located along Neshaminy Street. The parking is located along the hotel. There is a large lawn area between the hotel and Bristol Pike.

A plan or sketch of said premises showing adjoining owners is hereto attached.

2. The said premises are located in a section of the township which is presently zoned as a(n) A-D, Apartment district and is situated at 4000 Bristol Pike - Bensalem, PA 19020 in said township.
(insert present zoning classification) (insert address and/or location of property and tax parcel #)

3. The reason(s) your petitioner desires a change in zoning classification is/are follows:

To resolve split zoning across the two properties that make up this project.

4. Your petitioner requests his/her/it's/aforesaid premises to be changed in zoning classification from a A-D, Apartment district to a G-C, General Commercial district.
(insert present zoning classification) (insert proposed zoning classification)

5. In accordance with the Zoning Fee Schedule adopted by your Board, your petitioner submits herewith Two Thousand Five Hundred Dollars (\$2500.00) in cash or check.

Respectfully submitted.

Andy Patel
Signature President

Date 8/20/20

A COPY OF THIS APPLICATION WITH SIGNATURES IS REQUIRED TO BE SUBMITTED

Note: If the applicant is a partnership or corporation, the name thereof shall be inserted in the above space provided for signatures, and the petition shall be signed on behalf of such partnership or corporation by a duly authorized partner or officer thereof.



BENSALEM TOWNSHIP

Exhibit PC-28

Building and Planning Department
2400 Byberry Road • Bensalem PA 19020
215-633-3644 • FAX 215-633-3653

Petition for Change of Zoning

State of Pennsylvania

ss:

County of Bucks

Sri Gyatri Corp, c/o Andy Patel - 4000 Bristol Pike - Bensalem, PA 19020

Name(s) of petitioner(s) or authorized partner or officer

Being duly sworn according to the law, deposes and says that he/she is the petitioner, is a duly authorized partner or officer of the above-named partnership or corporation; that the petitioner is the owner of the premises described in the foregoing application and the facts set forth in the foregoing petition are true and correct as he/she verily believes.

[Signature]
Signature

8/20/20
Date

Sworn and subscribed before me this 20th day
of August, AD 20 20

[Signature]
Notary Public

My commission expires: March 27, 2024

Commonwealth of Pennsylvania - Notary Seal
SHARON L. SANTI, Notary Public
Bucks County
My Commission Expires March 27, 2024
Commission Number 1001762



BENSALEM TOWNSHIP

Exhibit PC-28

Building and Planning Department
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Petition for Change of Zoning

ORDINANCE No. _____

An ordinance of Bensalem Township, Bucks County, Pennsylvania further amending the Bensalem Township Zoning Ordinance December 6, 1954 as amended, and the zoning classification of Tax Map Parcel(s) No. 02-076-070 of the said zoning map from A-D, Apartment District to G-C, General Commercial District

Whereas, on petition of Sri Gyatri Corp, c/o Andy Patel - 4000 Bristol Pike - Bensalem, PA 19020

a public hearing was held for the purpose of considering the petition of the said zoning change from A-D, Apartment District to G-C, General Commercial District for subject tract.

to amend the Bensalem Township Zoning Ordinance of 1954 as more particularly set forth herein and whereas, the Bensalem Council after a public hearing deems it appropriate that the zoning classification of the hereinafter described Tax Map Parcel(s) located in the Township of Bensalem be changed from A-D, Apartment District to G-C, General Commercial District so that the change will be in accordance with the spirit and intent of the Bensalem Township Zoning Ordinance adopted the 6th day of December 1954.

Now, therefore, be it enacted and ordained, and , and it is hereby enacted and ordained that:

1. The Zoning Classification of Tax Map Parcel(s) No. 02-076-070 shall be changed from A-D, Apartment District to G-C, General Commercial District
The description of said Tax Map Parcel(s) No. 02-076-070 is attached hereto by number and labeled in accordance therewith, and is hereby incorporated herein as though set forth in full.
2. The Zoning Map of Bensalem Township shall be changed, corrected, and marked in accordance with the provisions of this ordinance, so that the same shall hereinafter show the aforesaid described portion of Bensalem Township to be classified as: G-C, General Commercial District
3. This ordinance shall become effective five (5) days after its enactment.

Ordained and enacted this _____ the day of _____ 20 _____

Bensalem Township Council

Joseph Pilieri, Council President

Joseph Knowles, Council Vice President

Edward Kisselback, Council Secretary

Jess Sloane, Member

Edward J. Tokmajian, Jr., Member

Attest:

Council Clerk/Debora F. McBreen

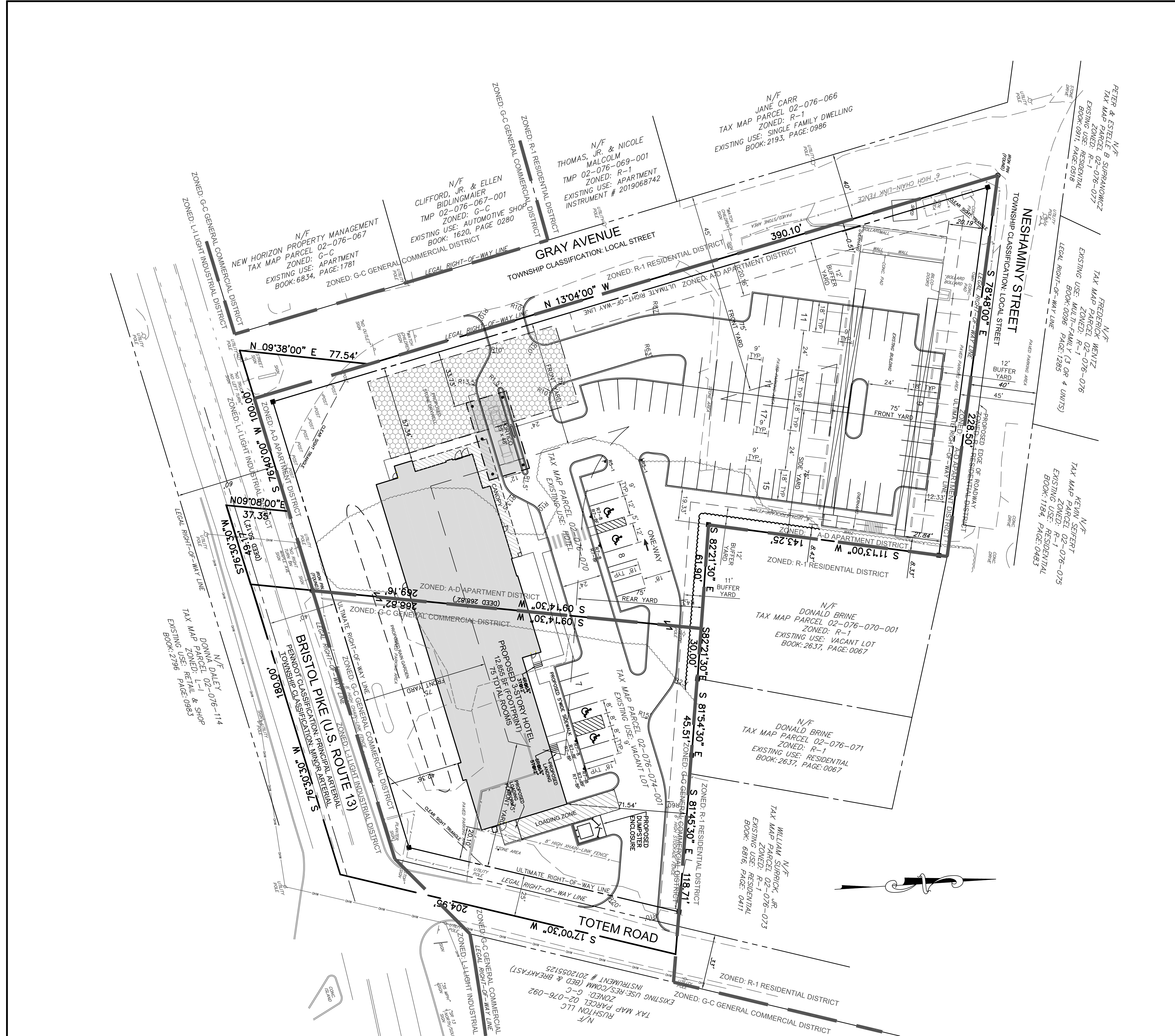
EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Bensalem, County of Bucks and Commonwealth of Pennsylvania and being described according to a Survey and Plan thereof made by William G. Major, Associates, Civil Engineers and Surveyors, Bristol, Pennsylvania and being dated January 30, 1963, as follows to wit:

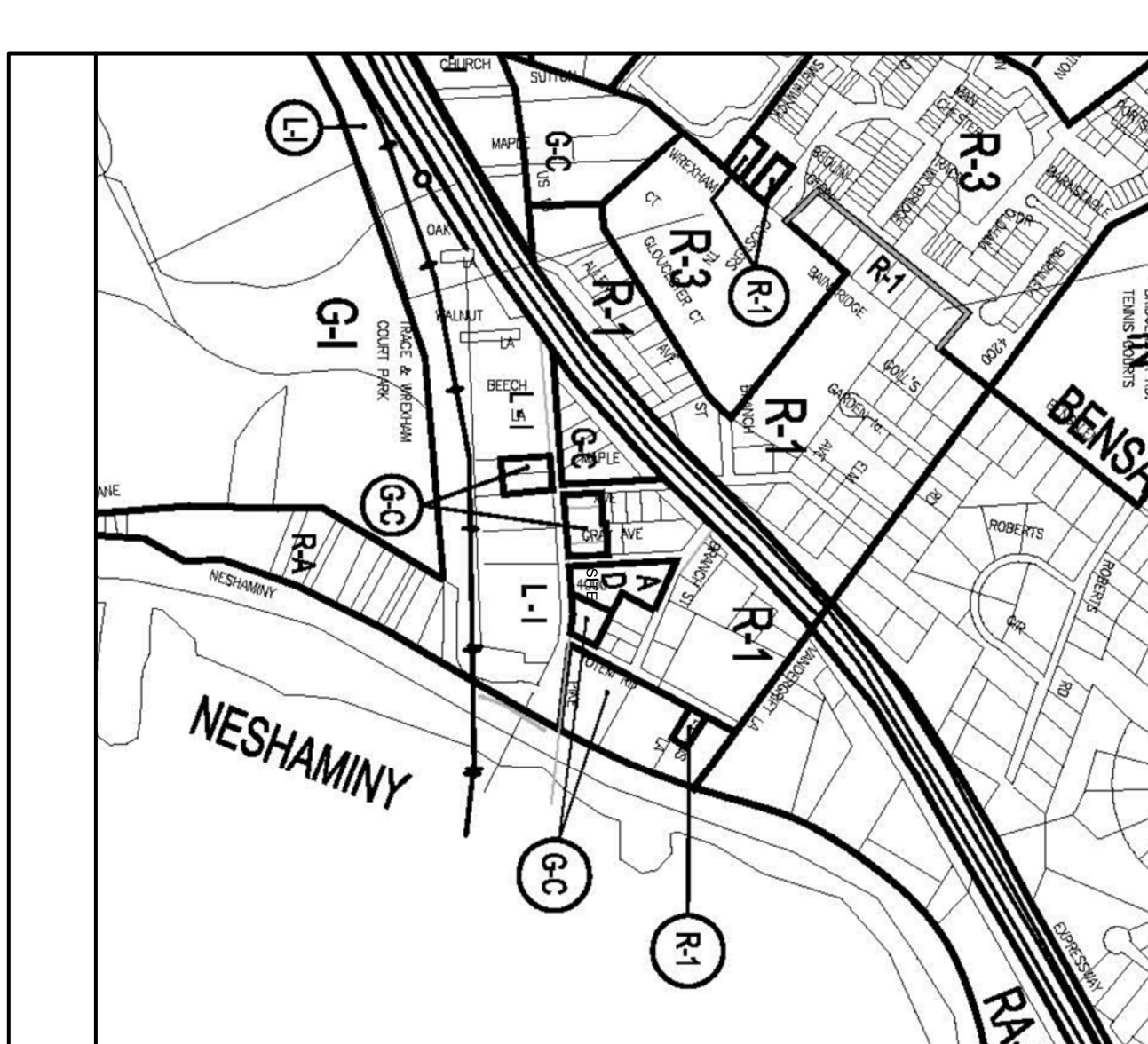
BEGINNING at a point for a corner in the bed of the Frankford and Bristol Pike being a corner of lands of the Sun Oil Company, and said point being at a distance of 180 feet Westerly of intersection of the corner line of Bridgewater Road (33 feet wide); thence extending along and in the bed of Frankford and Bristol Pike, South 76 degrees 30 minutes 30 seconds West a distance of 50.12 feet to a point for a corner; thence extending North 09 degrees 08 minutes East a distance of 37.35 feet to a point for a corner on the Northerly side of Frankford and Bristol Pike; thence extending along the Northerly side of said Pike, South 76 degrees 40 minutes West a distance of 100 feet to a point for a corner in the bed of Gray Street, formerly known as Green Street (40 feet wide); thence extending North 09 degrees 38 minutes East a distance of 77.54 feet to a point for a corner on the Easterly side of said Gray Street; thence extending along the Easterly side of said Gray Street, North 13 degrees 04 minutes West a distance of 390.10 feet to a monument for a corner on the Southerly side of Neshaminy Street (40 feet wide); thence extending along the Southerly side of said Neshaminy Street, South 78 degrees 48 minutes East a distance of 228.50 feet to a monument for a corner of lands of Jacob and Genevieve Kowalchek; thence extending along said Kowalchek's lands, South 11 degrees 13 minutes West a distance of 143.25 feet to a point for a corner; thence extending still along said Kowalchek's lands South 82 degrees 21 minutes 30 seconds East a distance of 61.90 feet to a point for a corner of lands of the Sun Oil Company; thence extending along the same, South 9 degrees 14 minutes 30 seconds West a distance of 268.82 feet to the first mentioned point and place of BEGINNING.

BEING Tax Map Parcel 2-76-70



EXISTING ZONING: A-D APARTMENT DISTRICT, G-C GENERAL COMMERCIAL DISTRICT
PROPOSED ZONING: G-C GENERAL COMMERCIAL DISTRICT
PROPOSED USE: 3-STORY HOTEL

REQUIREMENT	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	1.00 AC	4.5 AC	1.55 AC* (6,718 SF)
MINIMUM LOT WIDTH AT STREET LINE	100 FT	100 FT	118.38 FT
MINIMUM FRONT YARD	75 FT	75 FT	0.33 FT*
MINIMUM SIDE YARD	75 FT	75 FT	8.33 FT*
MINIMUM REAR YARD	75 FT	75 FT	N/A
MINIMUM IMPERVIOUS SURFACE RATIO	60%	60%	57.07%
MINIMUM BUILDING COVERAGE	30%	30%	26.70%
MINIMUM SPACE BETWEEN BUILDINGS	50 FT	50 FT	9.16%
MINIMUM BUILDING HEIGHT	6 DU/AC	N/A	N/A
MINIMUM BUFFER YARD	2 STORIES	N/A	N/A
MINIMUM BUFFER YARD	20 FT	N/A	N/A



THE FOLLOWING VARIANCES FROM THE BENSALEM TOWNSHIP ZONING ORDINANCE ARE REQUESTED:

SECTION	VARIANCE
232-597(6)(1)b	TO PERMIT A 3-STORY HOTEL/MOTEL ON A LOT WITH A VARIANCE OF 2.54 ACRES INSTEAD OF THE REQUIRED 4.5 ACRES OF 2.54 ACRES.
232-598(13)c-2	TO PERMIT A BUILDING TO BE LOCATED 20.10 FEET FROM THE ULTIMATE RIGHT-OF-WAY LINE OF BRISTOL PIKE, AND 33.73 FEET FROM THE ULTIMATE RIGHT-OF-WAY LINE OF TOTEM ROAD, AND 19.33 FEET FROM ANY OTHER PROPERTY LINE INSTEAD OF THE REQUIRED 25 FEET.
232-598(14)(1)	TO PERMIT THE ONE-WAY DRIVE UNDER THE PROPOSED HOTEL TO BE 12 FEET INSTEAD OF THE REQUIRED 18 FEET.
232-598(15)(1)a	TO PERMIT THE PARKING AREA TO BE 12.33 FEET FROM AN AIR-HIGHWAY AND 19.33 FEET FROM ANY OTHER PROPERTY LINE INSTEAD OF THE REQUIRED 25 FEET.
232-592(1)	TO PERMIT A TWENTY (20) FOOT BUFFER YARD INSTEAD OF THE REQUIRED TWENTY (20) FOOT BUFFER YARD.
232-592(2) & 593	TO NOT REQUIRED YARD SETBACK OF 75 FEET MEASURED FROM THE REAR OF THE BUFFER YARD.

- GENERAL NOTES:**
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES CONTAINED ON THESE PLANS HAVE BEEN OBTAINED BY FIELD SURVEY. COMPLETENESS OR ACCURACY OF THE LOCATION OF UTILITIES CANNOT BE GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY EXCAVATION AND SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ANY AGENCIES OR UTILITIES OF ANY WORK TO BE PERFORMED IN THE EVENT OF DISCOVERIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ANY AGENCIES OR UTILITIES OF ANY WORK TO BE PERFORMED IN THE EVENT OF DISCOVERIES.
 - NO PORTION OF THE SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN AS SHOWN ON THE FEMA MAP 4201705098K, EFFECTIVE DATE MARCH 21, 2017.
 - TOPOGRAPHY AND ELEVATIONS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
 - THE AREA BETWEEN THE OVERALL TRACT LINES AND THE ULTIMATE RIGHT-OF-WAY LINES ARE OFFERED FOR DEDICATION TO THE AGENCY HAVING JURISDICTION AT THE TIME OF DEDICATION.
 - THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS AND COVENANTS OF RECORD.
 - CURB CUTS AND HANDICAP RAMPS SHALL BE PROVIDED FOR WHEEL CHAIR ACCESS SHALL BE PROVIDED AS SHOWN ON THE PLANS, AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST ADA (AMERICANS WITH DISABILITIES ACT) STANDARDS.
 - MONUMENTS SHALL BE PLACED IN THE GROUND AT A TIME SPECIFIED BY THE CONTRACTOR. MONUMENTS SHALL BE PLACED IN THE GROUND AT A TIME SPECIFIED BY THE CONTRACTOR. MONUMENTS SHALL BE PLACED IN THE GROUND AT A TIME SPECIFIED BY THE CONTRACTOR.
 - ALL CONTRACTORS WORKING ON THIS PROJECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - ALL PROPOSED UTILITIES SHALL BE UNDERGROUND.
 - THIS PROJECT SHALL BE SERVED BY PUBLIC WATER AND SEWERS.
 - DURING CONSTRUCTION, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR RESTORING ANY PAVING, CURBING, ETC., THAT IS DISTURBED DURING CONSTRUCTION AND/OR MAINTENANCE OF ANY UTILITIES.
 - ALL PROPOSED SIGNAGE SHALL BE IN ACCORDANCE WITH BENSALEM TOWNSHIP ORDINANCE 2008-04. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 - ALL HAZARDOUS MATERIALS SHALL BE ON SITE.
 - NO NOXIOUS ENVIRONMENTAL EFFECT SHALL BE GENERATED ON SITE.
 - NO OFFENSIVE ODORS OR GLARES SHALL BE GENERATED ON SITE.
 - NO USE SHALL BE PERMITTED THAT WOULD BE NOXIOUS OR OFFENSIVE TO THE IMMEDIATE SURROUNDING AREA BY REASON OF SMOKE, GAS, VIBRATION, NOISE OR WHICH CONSTITUTES A PUBLIC HAZARD BY FIRE, EXPLOSION OR OTHERWISE.
 - ALL INTERNAL PROPERTY LINES SHALL BE EXTINGUISHED UPON RECORDING OF THIS PLAN.
 - ENTIRE SITE IS LOCATED WITHIN THE URB-URBAN LAND CHESTER COMPLEX SOIL BOUNDARY.

Legend

Plot Boundary Line	---
Legal Right-of-Way Line	---
Ultimate Right-of-Way Line	---
Existing Overhead Wires	---
Existing Curb Road	---
Existing Edge of Roadway	---
Existing Tree	---
Monument to Be Set	---
Building Setback Line	---
Plot Boundary Line	---

RE-ZONING PLAN
4000 BRISTOL PIKE
BENSALEM TOWNSHIP
BUCKS COUNTY, PA

DATE: JULY 22, 2020
 SHEET NO. 1 OF 4

DUMACK ENGINEERING
 ESTABLISHED IN 1964

677 DURHAM ROAD
 P.O. BOX 487
 PENNS PARK, PA 18943

PHONE: (215) 598-1230
 FAX: (215) 598-1232

CIVIL - STRUCTURAL ENGINEERS & SURVEYORS
 www.Dumack.com

HEATH ALAN DUMACK
 REGISTERED PROFESSIONAL LAND SURVEYOR
 SU-054500-E

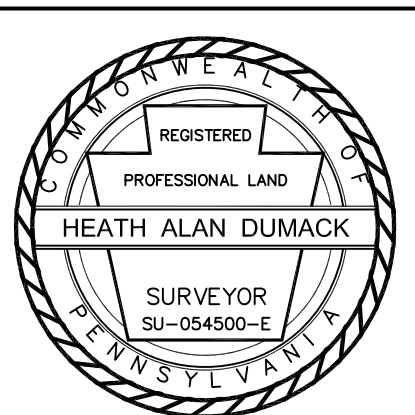
HEATH A. DUMACK, P.E. & P.L.S.
 PA P.E. LICENSE NO. PE-051685-E
 PA P.L.S. LICENSE NO. SU-054500-E

CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES
 3 WORKING DAYS NOTICE FOR
 CONSTRUCTION OF ANY UTILITY
 LOCATED IN DESIGNATED-510P-CALL
 PENNSYLVANIA ONE CALL SYSTEM, INC.
 1-800-242-1776

SERIAL No. 2019-
 THIS PROJECT HAS BEEN PREPARED FOR MUNICIPAL PURPOSES. ADDITIONAL INFORMATION MAY BE REQUIRED FOR CONSTRUCTION. ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
 © 2018, DUMACK ENGINEERING - ALL RIGHTS RESERVED.

CALL BEFORE YOU DIG!
 PENNSYLVANIA LAW REQUIRES
 3 WORKING DAYS NOTICE FOR
 CONSTRUCTION OF ANY UTILITY
 PENNSYLVANIA ONE CALL SYSTEM, INC.
 1-800-242-1776

INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF A PROFESSIONAL SERVICE RENDERED BY AND IS OWNED BY DUMACK ENGINEERING. REPRODUCTION OF THIS PLAN WITHOUT APPROVAL OF DUMACK ENGINEERING IS NOT PERMITTED. THE ACCURACY OF THE LOCATION OF UTILITIES CANNOT BE GUARANTEED. THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF UTILITIES AND TO PROVIDE A BASIS FOR THE DESIGN OF THE PROJECT. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THIS RESTRICTION SHALL BE CONSIDERED A VIOLATION OF BOTH THE PROFESSIONAL ETHICS AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING ACT. NO PORTION OF THE SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE PURPOSE OF CREATING ADDITIONAL COPIES OR REVISING SAID PLAN. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THIS RESTRICTION SHALL BE CONSIDERED A VIOLATION OF BOTH THE PROFESSIONAL ETHICS AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING ACT. NO PORTION OF THE SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE PURPOSE OF CREATING ADDITIONAL COPIES OR REVISING SAID PLAN. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THIS RESTRICTION SHALL BE CONSIDERED A VIOLATION OF BOTH THE PROFESSIONAL ETHICS AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING ACT.



HEATH A. DUMACK, P.E. & P.L.S.
 PA P.E. LICENSE No. PE-051685-E
 PA P.L.S. LICENSE No. SU-054500-E

DUMACK ENGINEERING
 ESTABLISHED IN 1964
 677 DURHAM ROAD
 P.O. BOX 487
 PENNS PARK, PA 18943
 PHONE: (215) 598-1230
 FAX: (215) 598-1232

DE
 A PROFESSIONAL CORPORATION
 CIVIL - STRUCTURAL ENGINEERS & SURVEYORS
 www.Dumack.com

NO.	DATE	REVISION
1		

EXISTING PARCEL UNITS:
 TAX MAP PARCEL 02-076-070 & 02-076-074-001
 DTD BOOK: VARIOUS PAGE NO. VARIOUS
 CURRENT ZONING: A-D & G-C
 OWNER OF RECORD:
 SRI GEAR CORP.
 BENSALEM, PA 19000
 APPLICANT:
 SAME AS ABOVE

EXISTING FEATURES PLAN
 4000 BRISTOL PIKE
 BENSALEM TOWNSHIP
 BUCKS COUNTY, PA

DATE: JULY 22, 2020
 SHEET No. 2 of 4

SCALE: 1" = 30'
 PROJECT NO: 69998
 DRAWN BY: HAD
 CHECKED BY: [Signature]

NATURAL RESOURCES DISTURBANCE INVENTORY

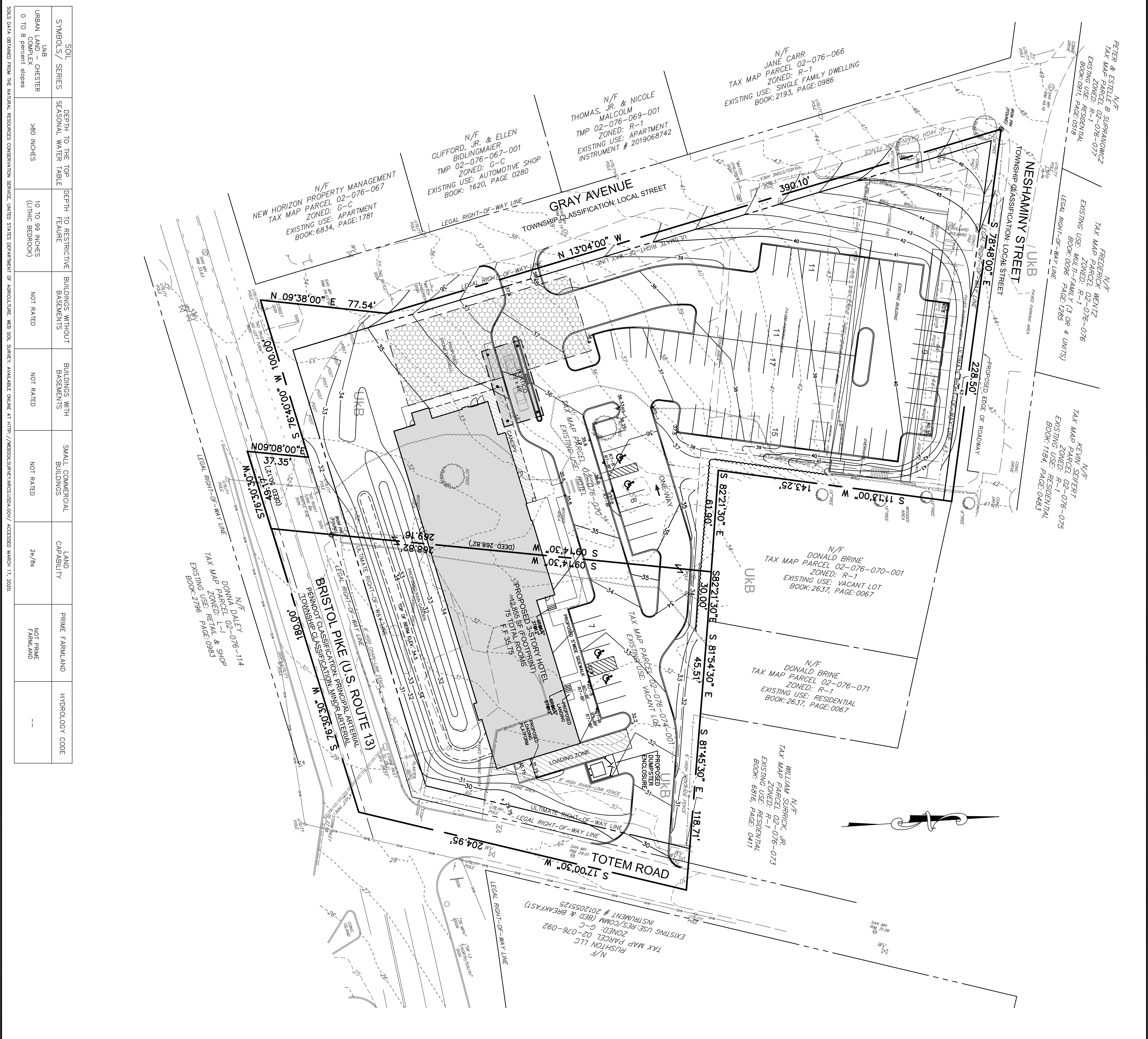
GENERAL NOTES:
 1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES CONTAINED ON THESE PLANS HAVE BEEN OBTAINED BY FIELD SURVEY, COMPLETENESS OR ACCURACY OF THE LOCATION OF UTILITIES CANNOT BE GUARANTEED. THE REPRODUCTION OF A COPY OF THIS PLAN FOR THE PURPOSE OF CREATING ADDITIONAL COPIES OR REVISING SAID PLAN SHALL BE CONSIDERED A VIOLATION OF BOTH THE PROFESSIONAL ETHICS AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING ACT. NO PORTION OF THE SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE PURPOSE OF CREATING ADDITIONAL COPIES OR REVISING SAID PLAN. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE. THIS RESTRICTION SHALL BE CONSIDERED A VIOLATION OF BOTH THE PROFESSIONAL ETHICS AND THE PENNSYLVANIA PROFESSIONAL ENGINEERING ACT.

NATURAL RESOURCE	% OF RESOURCE TO BE PROTECTED	% OF RESOURCE PERMITTED TO BE DISTURBED	TOTAL AREA OF NATURAL RESOURCE (AC.)	TOTAL AREA OF REQUIRED RESOURCE PROTECTION (AC.)	ACTUAL AREA OF RESOURCE PROTECTED (AC.)	ACTUAL AREA OF RESOURCE DISTURBED (%)	ACTUAL AREA OF RESOURCE DISTURBED (AC.)	ACTUAL AREA OF RESOURCE DISTURBED (%)
FLOODPLAINS	100%	0%	0.000	0.000	0.000	0%	0.000	0%
WETLANDS	100%	0%	0.000	0.000	0.000	0%	0.000	0%
STEEP SLOPES	80%	20%	0.000	0.000	0.000	0%	0.000	0%
WOODLANDS	85%	15%	0.000	0.000	0.000	0%	0.000	0%
ENVIRONMENTALLY SENSITIVE	80%	20%	0.000	0.000	0.000	0%	0.000	0%
ALL OTHERS	50%	50%	0.486	0.243	0.000	0%	0.486	100%



SOIL SYMBOLS/SERIES	DEPTH TO THE TOP SEASONAL WATER TABLE	DEPTH TO RESTRICTIVE FEATURE	BUILDINGS WITHOUT BASEMENTS	BUILDINGS WITH BASEMENTS	SMALL BUILDINGS	LAND CAPABILITY	PRIME FARMLAND	HYDROLOGY CODE
UKB CHESTER	>80 INCHES	10 TO 99 INCHES (UTRILIC BEDROCK)	NOT RATED	NOT RATED	NOT RATED	2s/8s	NOT PRIME FARMLAND	--

SOURCE DATA OBTAINED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, WEB SOIL SURVEY AVAILABLE ONLINE AT HTTP://WEBSOILSURVEYS.USDA.GOV/ ACCESSED MARCH 17, 2020.



SOIL SYMBOLS/SERIES	DEPTH TO THE TOP OF SEASONAL WATER TABLE	DEPTH TO RESTRICTIVE FEATURE	BUILDINGS WITHOUT BASEMENTS	BUILDINGS WITH BASEMENTS	SMALL BUILDINGS	LAND CAPABILITY	PRIME FARMLAND	HYDROLOGY CODE
URBAN LAND COMPLEX	>80 INCHES	10 TO 99 INCHES (UTLHO BENCHON)	NOT RATED	NOT RATED	NOT RATED	2e/8s	NOT PRIME FARMLAND	--

SOIL DATA OBTAINED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, WEB SOIL SURVEY AVAILABLE ONLINE AT <http://www.nrcs.usda.gov>, ACCESSED MARCH 17, 2020.

GENERAL NOTES:

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES CONTAINED ON THESE PLANS HAVE BEEN OBTAINED BY FIELD SURVEY. COMPLETENESS OR ACCURACY OF THE LOCATION OF UTILITIES CANNOT BE GUARANTEED. THE SUBSURFACE AND SHALL NOTIFY THE ENGINEER IN THE EVENT OF DISCREPANCIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY UNDERGROUND UTILITY USERS FOR COMPLIANCE WITH PENNSYLVANIA ACT 2008-1210.
2. NO PORTION OF THE SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN MARCH 16, 2015 & FEMA MAP 420705090K, EFFECTIVE DATE MARCH 21, 2017.
3. TOPOGRAPHY AND ELEVATIONS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
4. ENTIRE SITE IS LOCATED WITHIN THE URBAN-URBAN LAND-CHESTER COMPLEX SOIL BOUNDARY.

Legend

- Tract Boundary Line
- Legal Right-of-Way
- Existing Contour
- Existing Index Contour
- Existing Sanitary Sewer
- Existing Water Main
- Existing Storm Sewer
- Existing Gas Main
- Existing Electric
- Existing Fireline
- Building Setback Line
- Existing Utility Pole
- Existing Valve

Legend

- Tract Boundary Line
- Legal Right-of-Way
- Existing Contour
- Existing Index Contour
- Existing Sanitary Sewer
- Existing Water Main
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Legend

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Legend

- Tract Boundary Line
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- Existing Fireline
- Building Setback Line
- Existing Utility Pole
- Existing Valve

Legend

- Tract Boundary Line
- Legal Right-of-Way
- Existing Contour
- Existing Index Contour
- Existing Sanitary Sewer
- Existing Water Main
- Existing Storm Sewer
- Existing Gas Main
- Existing Electric
- Existing Fireline
- Building Setback Line
- Existing Utility Pole
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Legend

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- Existing Water Main
- Existing Storm Sewer
- Existing Gas Main
- Existing Electric
- Existing Fireline
- Building Setback Line
- Existing Utility Pole
- Existing Valve

APPLICANT:
SRI GAIN CORP.
BENSALEM, PA 19020

DATE:
JULY 22, 2020

PROJECT NO.:
69998

SCALE:
1" = 30'

PRELIMINARY GRADING PLAN
4000 BRISTOL PIKE
BENSALEM TOWNSHIP
BUCKS COUNTY, PA

DUMACK ENGINEERING
ESTABLISHED IN 1964

677 DURHAM ROAD
P.O. BOX 487
PENNS PARK, PA 18943

PHONE: (215) 598-1230
FAX: (215) 598-1232

CIVIL - STRUCTURAL ENGINEERS & SURVEYORS
www.Dumack.com

HEATH A. DUMACK, P.E. & P.L.S.
PA P.E. LICENSE No. PE-051685-E
PA P.L.S. LICENSE No. SU-054500-E

NOT VALID WITHOUT AN EMBOSSED SEAL OR SIGNATURE IN RED INK.

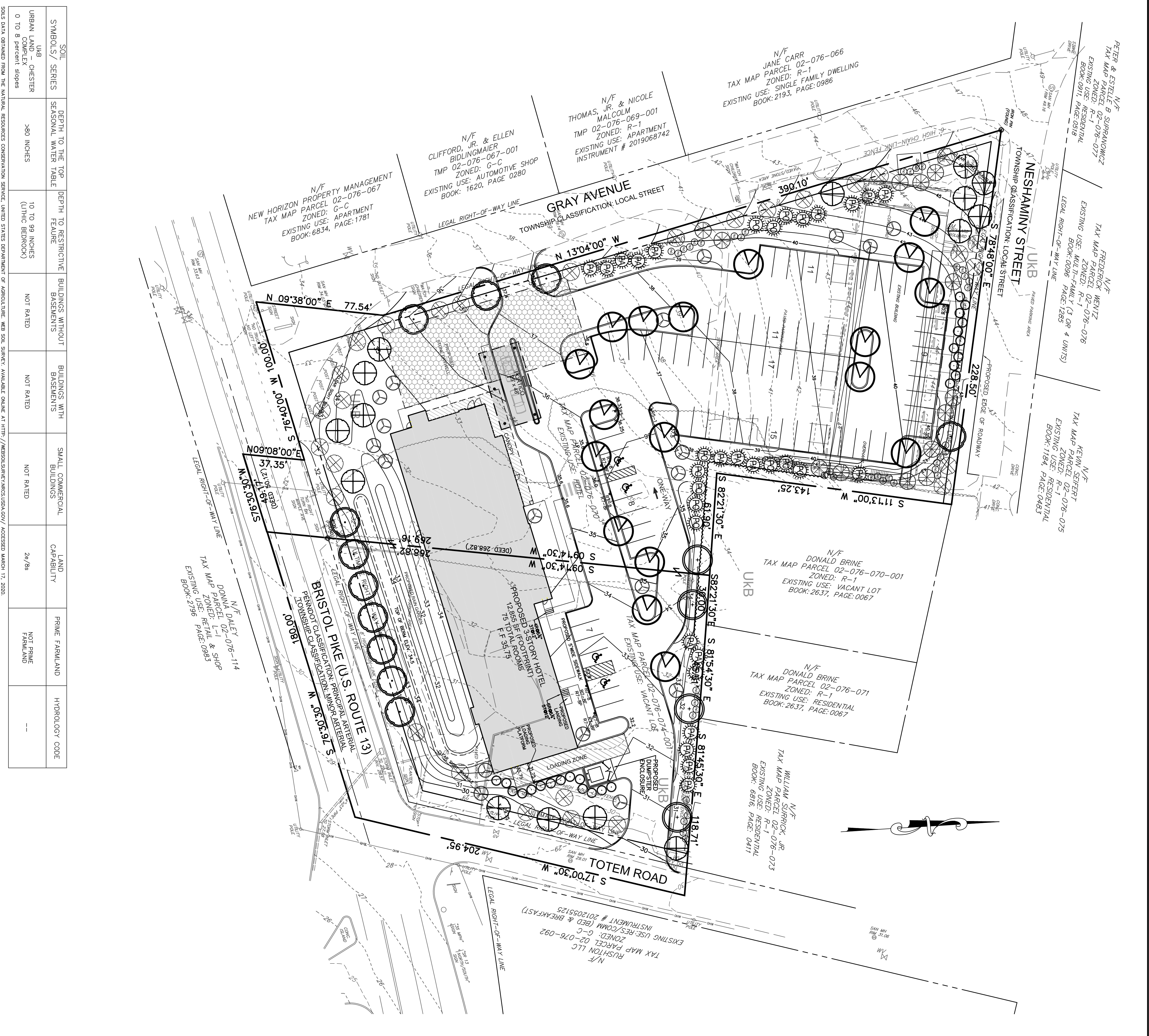
INFORMATION SHOWN ON THIS PLAN IS THE RESULT OF A PROFESSIONAL SERVICE RENDERED BY AND IS OWNED BY DUMACK ENGINEERING. REPRODUCTION OF THIS PLAN WITHOUT APPROVAL OF DUMACK ENGINEERING IS NOT PERMITTED. THE REPRODUCTION OF A COPY OF THIS PLAN FOR THE PURPOSE OF CREATING ADDITIONAL COPIES OR REVISING SAID PLAN SHALL, IN NO CIRCUMSTANCE, BE APPROVED. VIOLATION OF THIS RESTRICTION SHALL BE CONSIDERED A VIOLATION OF BOTH THE PROFESSIONAL CODE OF ETHICS AND A TRUST OR CORPORATE ASSETS, BOTH OF WHICH SHALL BE PROSECUTED TO THE FULLEST EXTENT OF CURRENT STATUTE. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE OWNER DESIGNATED HEREON. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF DUMACK ENGINEERING IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IT IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.

THIS PROJECT HAS BEEN PREPARED FOR MUNICIPAL PURPOSES. ADDITIONAL INFORMATION MAY BE REQUIRED FOR CONSTRUCTION. ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

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CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES
CONSTRUCTION NOTICES FOR
DMS IN DESIGN STAGE-510P CALL
PENNSYLVANIA ONE CALL SYSTEM, INC.
1-800-242-1776

SERIAL No. 2019-



SOIL	DEPTH TO THE TOP	DEPTH TO RESTRICTIVE	BUILDINGS WITHOUT	BUILDINGS WITH	SMALL BUILDINGS	LAND	PRIME FARMLAND	HYDROLOGY CODE
URBAN COMPLEX	0 TO 8 percent slopes	10 TO 99 INCHES (UTLIEB BENCHMARK)	NOT RATED	NOT RATED	NOT RATED	2s/8s	NOT PRIME FARMLAND	--

SOIL DATA OBTAINED FROM THE NATIONAL RESOURCES CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, WEB SOIL SURVEY AVAILABLE ONLINE AT <http://websoilsurvey.sc.egov.usda.gov/>, ACCESSED MARCH 17, 2020.

SITE PLANTING SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
⊕	18	GEORGINA TRICANTHOS INERMIS	HONEYLOCUST	2.5-3' CAL	B&B	MATCHED BRANCH @ 6' HT.
⊕	19	CHIONANTHUS VIRGINICUS	WHITE FRINGE TREE	2.5-3' CAL	B&B	FULL PLANTS
⊕	15	AMALANCHIER X ALTISSIMA BRILLANCE (multi-stemmed)	AUTUMN BRILLIANCE SERVICEBERRY	2.5-3' CAL	B&B	BRANCH @ 4' HT.
⊕	11	PLATANUS X ACERIFOLIA	LONDON PLANETREE	2.5-3' CAL	B&B	MATCHED BRANCH @ 6' HT.
⊕	29	CECROPS CAMADENSIS (single-stem)	EASTERN REDBUD	2.5-3' CAL	B&B	SINGLE LEADER BR. @ 4'
⊕	4	ACER SACCHARINUM FULL HEISTX	FALL FESTIA SUGAR MAPLE	2.5-3' CAL	B&B	MATCHED BRANCH @ 9' HT.
⊕	13	MANGOLIA VIRGINIANA (multi-stemmed)	SWEETBAY MANGOLIA	8-10' HT.	B&B	BRANCH @ 3' HT.
⊕	19	PICEA ABIES	NORWAY SPRUCE	7-8' HT.	B&B	FILL TO GROUND
⊕	13	PICEA OMORFICA	SERBIAN SPRUCE	7-8' HT.	B&B	FILL TO GROUND
⊕	44	PRUNUS LAUROCERASUS SCHRAGERIENSIS	SCHIP LAUREL	4-5' HT	CONT.	FILL TO GROUND
⊕	25	THUJA PLICATA GREEN GANT	WESTERN ARBORVITAE GREEN GANT	5-6' HT	B&B	FILL TO GROUND

GENERAL NOTES:

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES CONTAINED ON THESE PLANS HAVE BEEN OBTAINED BY FIELD SURVEY. COMPLETENESS OR ACCURACY OF THE LOCATION OF UTILITIES CANNOT BE GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION OF UTILITIES BY EXCAVATION AT THE SUBSURFACE AND SHALL NOTIFY THE ENGINEER IN THE EVENT OF DISCREPANCIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY UNDERGROUND UTILITY USERS FOR COMPLIANCE WITH PENNSYLVANIA ACT 2008-1211.
2. NO PORTION OF THE SITE IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN MARCH 16, 2015 & FEMA MAP 4201709090K, EFFECTIVE DATE MARCH 21, 2017.
3. TOPOGRAPHY AND ELEVATIONS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1989 (NAVD89).
4. ENTIRE SITE IS LOCATED WITHIN THE URBAN-URBAN LAND-CHESTER COMPLEX SOIL BOUNDARY.

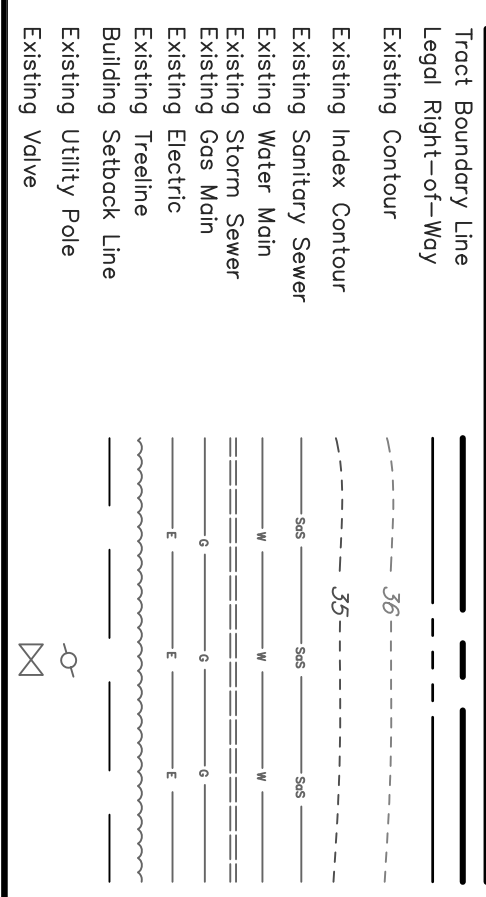
TREE CALCULATION

Section 201-106(G)(2)
STREET TREES SHALL BE PLANTED AT INTERVALS AND SPACING AS SHOWN ON THESE PLANS.
Section 201-106(G)(3)
TWO (2) TREE CALCULATION SHALL BE REQUIRED FOR EVERY 100 LINEAR FEET OF STREET FRONTAGE. THE FOLLOWING TYPES OF PLANT MATERIAL SHALL BE INSTALLED:
FINE (S) EVERGREEN TREES, 43
FINE (S) SHRUBS WITH GROUNDCOVER OR GRASS, 5 * 8,697 = 43 SHRUBS
92 TREES REQUIRED

BUFFER CALCULATION

Section 232-335(2)(a)
FOR EVERY 100 LINEAR FEET OF BUFFER, THE FOLLOWING TYPES OF PLANT MATERIAL SHALL BE INSTALLED:
FINE (S) EVERGREEN TREES, 43
FINE (S) SHRUBS WITH GROUNDCOVER OR GRASS, 5 * 8,697 = 43 SHRUBS
92 TREES REQUIRED

Legend



CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES CONTRACTORS TO CALL BEFORE ANY EXCAVATION OR DRILLING OPERATIONS BEGIN.
PENNSYLVANIA ONE CALL SYSTEM, INC.
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HEATH A. DUMACK, P.E. & P.L.S.
PA P.E. LICENSE NO. PE-051685-E
PA P.L.S. LICENSE NO. SU-054500-E

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ESTABLISHED IN 1964

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CIVIL - STRUCTURAL ENGINEERS & SURVEYORS
www.Dumack.com

LANDSCAPE PLAN
4000 BRISTOL PIKE
BENSALEM TOWNSHIP
BUCKS COUNTY, PA

DATE: JULY 22, 2020
SHEET NO. 4 OF 4

PROJECT NO. 69998

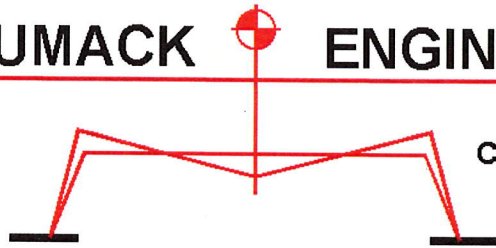
APPLICANT: SAME AS ABOVE

EXISTING PARCEL INFO:
TITLE NO. 02-076-070 & 02-076-074-001
DEED BOOK: VARIOUS
CURRENT ZONING: A-D & C-C

OWNER OF RECORD:
SRI GAIN CORP.
BENSALEM, PA 19000

GRAPHIC SCALE: 1" = 30'

DUMACK ENGINEERING



CIVIL - STRUCTURAL ENGINEERS
& SURVEYORS

677 DURHAM ROAD – P.O. BOX 487 – PENNS PARK, PA 18943

Ralph C. Dumack, S.E., P.E. & P.L.S.
Heath A. Dumack, M.S., P.E. & P.L.S.
Jason Van Zelst, P.E.
John T. Richardson, P.E.

Phone: (215) – 598 - 1230
Fax: (215) – 598 - 1232
Web: www.Dumack.com

August 19, 2020

4000 Bristol Pike
Consolidated Deed Description

All that tract of land situate in Bensalem Township, Bucks County, Commonwealth of Pennsylvania, being part of a Rezoning Plan by Dumack Engineering, drawing number 6998, being dated July 22, 2020.

Beginning at a point, a monument to be set, on the Ultimate Right-of-Way line of Totem Road (50' Wide), and common line of Tax Map Parcel 02-076-073 & Tax Map Parcel 02-076-074-001 on the aforementioned plan, thence along Ultimate right-of-way line,

- 1) South 17 degrees 00 minutes 30 seconds West, 165.05 feet to a point, a monument to be set, thence;
- 2) Along the Ultimate Right-of-Way Line of Bristol Pike (80' Wide), South 76 degrees 40 minutes 00 seconds West, 277.12 feet to a point, a monument to be set, thence;
- 3) Along the Ultimate Right-of-Way Line of Gray Avenue (50' Wide), North 13 degrees 04 minutes 00 seconds West, 443.73 feet to a point, a monument to be set, thence;
- 4) Along the Ultimate Right-of-Way Line of Neshaminy Street (50' Wide), South 78 degrees 48 minutes 00 seconds East, 220.76 feet to a point, a monument to be set, thence;
- 5) Along the common line of Tax Map Parcel 02-076-070-001 & Tax Map Parcel 02-076-070, South 11 degrees 13 minutes 00 seconds West, 138.25 feet to a point, a monument to be set, thence;
- 6) South 82 degrees 21 minutes 30 seconds East, 91.90 feet to a point, a monument to be set, thence;
- 7) South 81 degrees 54 minutes 30 seconds East, 45.51 feet to a point, a monument to be set, thence;
- 8) South 81 degrees 45 minutes 30 seconds East, 93.41 feet to a point and place of beginning.

Containing 97,534 sq. ft. (2.24 acres) more or less.

Being Tax Map Parcels 02-076-070 & 02-076-074-001

Respectfully,
Dumack Engineering, P.C.

Heath Dumack, P.L.S.
President

A Professional Corporation

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2006097536

Recorded On 8/31/2006 At 1:39:44 PM

* Total Pages - 6

* Instrument Type - DEED

Invoice Number - 158350

User - NMS

* Grantor - NOCKAMIXON BUCKS CO IND DEVT AUTH

* Grantee - SRI GYATRI CORP

* Customer - LENDERS ABSTRACT L L C

* **FEEs**

RECORDING FEES \$46.50

TOTAL \$46.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

COPY

RETURN DOCUMENT TO:
LENDERS ABSTRACT L L C
ATTN: SIS

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



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

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

Book: 5088 Page: 636



1 of 4

Prepared by and Return to:

Lenders Abstract, LLC
P.O. Box 850
Newtown, PA 18940
Telephone (215) 968-1463 Fax 968-2484

File No. 113156LAL

Parcel ID No. 2-76-70

Premises: 4000 Bristol Pike
Bensalem Township

This Indenture, Made the 10 day of July, 2006
Between To become effective 8/17/06

Nockamixon-Bucks County Industrial Development Authority and Sri Gyatri, Corp.
(hereinafter called the Grantors), of the one part, and

Sri Gyatri, Corp. (hereinafter called the Grantee), of the other part,

Witnesseth That the said Grantors for and in consideration of the sum of **One And 00/100 Dollars (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, his heirs and assigns,

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Bensalem, County of Bucks and Commonwealth of Pennsylvania and being described according to a Survey and Plan thereof made by William G. Major, Associates, Civil Engineers and Surveyors, Bristol, Pennsylvania and being dated January 30, 1963, as follows to wit:

BEGINNING at a point for a corner in the bed of the Frankford and Bristol Pike being a corner of lands of the Sun Oil Company, and said point being at a distance of 180 feet Westerly of intersection of the center line of Bridgewater Road (33 feet wide); thence extending along and in the bed of Frankford and Bristol Pike, South 76 degrees 30 minutes 30 seconds West a distance of 50.12 feet to a point for a corner; thence extending North 09 degrees 08 minutes East a distance of 37.35 feet to a point for a corner on the Northerly side of Frankford and Bristol Pike; thence extending along the Northerly side of said Pike, South 76 degrees 40 minutes West a distance of 100 feet to a point for a corner in the bed of Gray Street, formerly known as Green Street (40 feet wide); thence extending North 09 degrees 38

minutes East a distance of 77.54 feet to a point for a corner on the Easterly side of said Gray Street; thence extending along the Easterly side of said Gray Street, North 13 degrees 04 minutes West a distance of 390.10 feet to a monument for corner on the Southerly side of Neshaminy Street (40 feet wide); thence extending along the Southerly side of said Neshaminy Street, South 78 degrees 48 minutes East a distance of 228.50 feet to a monument for a corner of lands of Jacob and Genevieve Kowalchek; thence extending along said Kowalchek's lands, South 11 degrees 13 minutes West a distance of 143.25 feet to a point for a corner; thence extending still along said Kowalchek's lands South 82 degrees 21 minutes 30 seconds East a distance of 61.90 feet to a point for a corner of lands of the Sun Oil Company; thence extending along the same, South 9 degrees 14 minutes 30 seconds West a distance of 268.82 feet to the first mentioned point and place of beginning.

BEING Tax Map Parcel 2-76-70.

BEING THE SAME PREMISES WHICH Radford Builder and Supply Corporation, Inc. (a Pennsylvania Corporation) by its deed dated July 15, 1982 and recorded July 20, 1982, in Deed Book 2469 Page 1107, did grant and convey unto Nockamixon-Bucks County Industrial Development Authority.

113156-LAL – Sri Gyatri Corp.

Together with all and singular the buildings 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 the said grantors, as well at law as in equity, of, in and to the same.

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

And the said Grantors, its successors and assigns, do covenant, promise and agree, to and with the said Grantee, his heirs and assigns, by these presents, that the said Grantors and its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee, his heirs and assigns, against the said Grantors and its successors and assigns, and against all and every person and persons whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

SPECIALLY WARRANT and forever DEFEND.

In Witness Whereof, the said Corporation has caused these presents to be executed and its common or corporate seal hereto affixed. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Clayton & Shelly

Nockamixon-Bucks County Industrial Development Authority

Janet M. Beidler {SEAL}
BY:

Attest: *Paul W. Rice* {SEAL}

Sri Gyatri Corp.
Gyatri {SEAL}

BY: *GUNVANT S. PATEL*

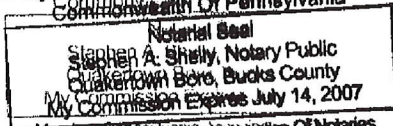
Attest: _____ {SEAL}

Commonwealth of Pennsylvania
County of Bucks

ss:

On this the 10 day of July, 2006 before me, the undersigned Notary Public appeared Janet M. Raidlow, who acknowledged himself (herself) to be the Chairperson of **Nockamixon-Bucks County Industrial Development Authority**, a corporation, as that (s)he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself (herself) as

I hereunto set my hand and official seal.



Stephen A. Shilly
Notary Public

Commonwealth of Pennsylvania
County of Bucks

ss:

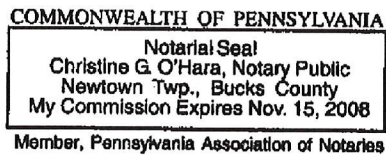
On this the 17th day of August, 2006 before me, the undersigned Notary Public appeared GUNVANT BHAI S. PATE, who acknowledged himself (herself) to be the SECRETARY of **Sri Gyatri Corp.**, a corporation, as that (s)he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself (herself) as

I hereunto set my hand and official seal.

Christine G. O'Hara
Notary Public

I hereby certify that the address of the above-named Grantee is: **4000 Bristol Pike
Bensalem, PA 19020**

[Signature]
On behalf of the Grantees





COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	f
Book Number	
Page Number	
Date Recorded	

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 Lenders Abstract, LLC		Telephone Number	
Street Address P.O. Box 850		Area Code (215)	968-1463
City Newtown	State PA	Zip Code 18940	

B TRANSFER DATA

Grantor(s)/Lessor(s) Nockamixon-Bucks County Industrial Development Authority and SRI-Gyatri,		Date of Acceptance of Document 8/17/06
Grantee(s)/Lessee(s) Sri Gyatri, Inc.		
Street Address	Street Address	
City	State	Zip Code
City	State	Zip Code

C PROPERTY LOCATION

Street Address 4000 Bristol Pike		City, Township, Borough Bensalem Township
County Bucks	School District	Tax Parcel Number 2-76-70

D VALUATION DATA

1. Actual Cash Consideration 1.00	2. Other Consideration + 0	3. Total Consideration = 1.00
4. County Assessed Value 110,000.00	5. Common Level Ratio Factor X 10.10	6. Fair Market Value = 1,111,000.00

E EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%
--	--

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 a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States 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. Mortgage Book Number _____, Page Number _____.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) as per §8102-C.3 (15)
91.158 CONVEYANCE FROM INDUSTRIAL DEVELOPMENT AUTHORITY
TO CORP TENANT UNDER INSTALLMENT SALES AGREEMENT

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 Lenders Abstract, LLC, By:	Date 8/17/06
--	------------------------

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES	
BUYER(S): <u>Sri Gyatri Corp</u>	SELLER(S): <u>Joseph P Sarappo</u>
BUYER'S MAILING ADDRESS: _____ _____ _____	SELLER'S MAILING ADDRESS: _____ _____ _____

PROPERTY
ADDRESS (including postal city) <u>4028 Bristol Pike</u> ZIP <u>19020</u> , in the municipality of <u>BENSALEM</u> , County of <u>Bucks</u> , in the School District of <u>BENSALEM TOWNSHIP</u> , in the Commonwealth of Pennsylvania. Tax ID #(s): <u>02-076-074-001</u> and/or Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): <u>076</u>

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) _____ Company License # _____ Company Address _____ Company Phone _____ Company Fax _____ Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) _____ State License # _____ Direct Phone(s) _____ Cell Phone(s) _____ Email _____ 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 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>Re/Max Action Realty</u> Company License # <u>RB045719C</u> Company Address <u>1126 Horsham Rd, Ambler, PA 19002-1178</u> Company Phone <u>(215)358-1100</u> Company Fax <u>(215)358-1104</u> Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>Garrett Smith</u> State License # <u>RS338189</u> Direct Phone(s) <u>(610)844-5245</u> Cell Phone(s) <u>(610)844-5245</u> Email <u>GarrettsHomes@Gmail.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 type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input checked="" 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: _____

ASR Page 1 of 14

Seller Initials: JP



Pennsylvania Association of Realtors®

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rev. 5/20; rel. 7/20

1. **By this Agreement**, dated July 7, 2020

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

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

(A) Purchase Price \$ 260,000.00

(Two Hundred Sixty Thousand

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

1. Initial Deposit, within 7 days (5 if not specified) of Execution Date,
if not included with this Agreement: \$ 52,000.00

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, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: Non-refundable deposit to be held by RE/MAX Action Realty.)

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

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

4. **SETTLEMENT AND POSSESSION (4-14)**

(A) Settlement Date is September 1, 2020, 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 prorated 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.

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

(A) Written acceptance of all parties will be on or before: July 10, 2020

(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.

Buyer Initials: _____

Seller Initials: QD
4028 Bristol Pike,

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

66 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
67 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
68

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

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

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

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

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

89 (D) EXCLUDED fixtures and items: _____
90 _____

91 **8. MORTGAGE CONTINGENCY (10-18)**

92 WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties
93 may include an appraisal contingency.

94 ELECTED.

95 (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

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

111 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage applica-
112 tion(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case
113 no later than _____.

114 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-
115 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
116 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
117 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to
118 make a good faith effort to obtain mortgage financing.

119 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demon-
120 strating lender's conditional or outright approval of Buyer's mortgage application(s):

121 a. Does not satisfy the terms of Paragraph 8(A), OR

122 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be
123 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in
124 writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension there-
125 of, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming
126 employment).

127 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

128 **Buyer Initials:** _____

Seller Initials: Q P X

- 129 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer
 130 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
 131 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
 132 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
 133 (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- 134 (C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular
 135 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific
 136 level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan.
 137 The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be
 138 higher or lower than the Purchase Price and/or market price of the property.
- 139 (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee
 140 the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s),
 141 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
 142 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage
 143 lender(s) to make the above mortgage term(s) available to Buyer.
- 144 (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage appli-
 145 cation (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s)
 146 identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any,
 147 otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
 148 Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan
 149 application.
- 150 (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/
 151 or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
 152 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
 153 reject, or refuse to approve or issue, a mortgage loan commitment.
- 154 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires
 155 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5
 156 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's
 157 expense.
- 158 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
 159 agrees to the RELEASE in Paragraph 28 of this Agreement.
 - 160 2. If Seller will not make the required repairs, **or if Seller fails to respond within the stated time**, Buyer will, within 5
 161 DAYS, notify Seller of Buyer's choice to:
 - 162 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
 163 will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the
 164 Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 - 165 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 166 Paragraph 26 of this Agreement.
- 167 **If Buyer fails to respond** within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice
 168 to Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and
 169 agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

- 170 (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-
 171 chase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer
 172 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,
 173 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than
 174 \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of
 175 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation
 176 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does
 177 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the
 178 Property are acceptable.
- 179 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing
 180 Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department,
 181 makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not
 182 more than two years, or both."
- 183
- 184 (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
 185 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
 186 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
 187 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- 188 (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract
 189 for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties
 190 in connection with this transaction is attached to this Agreement.

191 Buyer Initials: _____

Seller Initials: Q P X

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

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

198 10. SELLER REPRESENTATIONS (1-20)

199 (A) Status of Water

200 Seller represents that the Property is served by:

201 Public Water Community Water On-site Water None

202 (B) Status of Sewer

203 1. Seller represents that the Property is served by:

204 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
205 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
206 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
207 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
208

209 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

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

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

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

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

238 (C) Historic Preservation

239 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
240

241 (D) Land Use Restrictions

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

- 244 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. §901 et seq.)
- 245 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
- 246 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
- 247 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
- 248 Other _____

249 2. Notices Regarding Land Use Restrictions

250 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations
251 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits
252 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

253 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-
254 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
255 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
256 may result in the future as a result of any change in use of the Property or the land from which it is being separated.

257 Buyer Initials: _____

Seller Initials: Q P X

- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

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

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

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

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

(G) **Highway Occupancy Permit**

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

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

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

11. WAIVER OF CONTINGENCIES (9-05)

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

12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)

(A) **Rights and Responsibilities**

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

322 Buyer Initials: _____

Seller Initials: APY

323 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as
324 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
325 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same
326 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D)
327 for Notices Regarding Property and Environmental Inspections)

328 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any
329 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit
330 a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

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

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

342 **Wood Infestation**

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

352 **Deeds, Restrictions and Zoning**

353 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**
354 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
355 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking)
356 is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____
357

358 **Water Service**

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

363 **Radon**

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

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

381 **Property and Flood Insurance**

382 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance **Waived**
383 for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate
384 with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,
385 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more
386 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

387 Buyer Initials: _____

Seller Initials: APX

388		insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.	
389			
390		Property Boundaries	
391	<u> </u>	Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.	<u> </u>
392			
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396		Lead-Based Paint Hazards (For Properties built prior to 1978 only)	
397	<u> </u>	Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.	<u> </u>
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404		Other	
405	<u> </u>	Elected	<u> </u>
406			

407 The Inspections elected above do not apply to the following existing conditions and/or items: _____
 408 _____
 409 _____

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

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

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

429 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C).

430
431 (B) **Within the stated Contingency Period** and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):

- 432 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR**
- 433 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement, OR
- 434 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL **present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**

435
436 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

437 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:

- 438 (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
 - 439 (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 440 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

452 Buyer Initials: _____

Seller Initials:

- 453 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
- 454 Negotiation Period ends.
- 455 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within
- 456 _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
- 457 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
- 458 Agreement, OR
- 459 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 460 of Paragraph 26 of this Agreement.

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

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

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

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

- 481 (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company
- 482 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report
- 483 to Seller.
- 484 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different
- 485 from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance
- 486 policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.**
- 487 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an
- 488 owner's title insurance policy.
- 489 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
- 490 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
- 491 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- 492 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
- 493 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
- 494 required by the mortgage lender will be obtained and paid for by Buyer.
- 495 (E) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the reg-
- 496 ular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions;
- 497 historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the
- 498 ground; easements of record; and privileges or rights of public service companies, if any.
- 499 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or
- 500 any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,
- 501 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice
- 502 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all
- 503 liens and encumbrances against the Property.
- 504 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
- 505 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned
- 506 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition
- 507 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit
- 508 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for
- 509 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those
- 510 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).
- 511 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
- 512 about the status of those rights unless indicated elsewhere in this Agreement.
- 513 **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**
- 514

515 Buyer Initials: _____

Seller Initials: Q P X

516 (I) **COAL NOTICE (Where Applicable)**
517 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
518 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
519 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
520 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
521 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
522 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsid-
523 ence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
524 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
525 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

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

528 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
529 **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**
530 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
531 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
532 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
533 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
534 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
535 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
536 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
537 the Act gives certain rights and protections to buyers.

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

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

- 542 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
543 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- 544 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails**
545 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS
546 that Buyer will:
 - 547 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
 - 548 Paragraph 28 of this Agreement, OR
 - 549 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 - 550 Paragraph 26 of this Agreement.

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

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

- 558 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
559 copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - 560 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/
561 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - 562 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
563 notify Seller in writing within 5 DAYS that Buyer will:
 - 564 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
565 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
 - 566 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
567 of Paragraph 26 of this Agreement.

568 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) or **fails to terminate** this Agreement by writ-
569 ten notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this
570 Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the
571 notice provided by the municipality.

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

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

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

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

580 Buyer Initials: _____ ASR Page 10 of 14 Seller Initials: QD

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

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

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

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

- 594 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association
- 595 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides
- 596 that the association is required to provide these documents within 10 days of Seller's request.
- 597 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
- 598 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
- 599 association in the Certificate.
- 600 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
- 601 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer
- 602 declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this
- 603 Agreement.
- 604 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
- 605 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the
- 606 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for
- 607 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)
- 608 Appraisal fees and charges paid in advance to mortgage lender.

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

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

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

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

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

- 618 1. Repair or replace that part of the Property before settlement, OR
- 619 2. Provide prompt written notice to Buyer of Seller's decision to:
 - 620 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
 - 621 if any, OR
 - 622 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
 - 623 part of the Property.
- 624 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails**
- 625 **to notify Buyer of Seller's choice**, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever
- 626 is earlier, that Buyer will:
 - 627 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - 628 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 - 629 Paragraph 26 of this Agreement.

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

632 (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
633 replaced prior to settlement, Buyer will:

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

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

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

643 Buyer Initials: _____

Seller Initials: Q P S

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

645 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
646 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

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

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

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

652 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
653 laws of the Commonwealth of Pennsylvania.

654 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
655 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
656 Pennsylvania.

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

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

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

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

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

672 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
673 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
674 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
675 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
676 be altered, amended, changed or modified except in writing executed by the parties.

677 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property spec-
678 ifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property
679 IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
680 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
681 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
682 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
683 contained therein.

684 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

685 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

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

687 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
688 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
689 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

- 692 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
693 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 694 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
695 Broker how to distribute some or all of the deposit monies.
- 696 3. According to the terms of a final order of court.
- 697 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
698 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

699 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
700 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
701 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
702 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of
703 litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request
704 for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and
705 Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to
706 any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon
707 the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue
708 litigation even after a distribution is made.

709 Buyer Initials: _____

Seller Initials: Q P X

- 710 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
- 711 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
- 712 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 713 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 714 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 715 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
- 716 legal or financial status, OR
- 717 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 718 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 719 1. On account of purchase price, OR
- 720 2. As monies to be applied to Seller's damages, OR
- 721 3. As liquidated damages for such default.
- 722 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- 723
- 724 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
- 725 and Seller are released from further liability or obligation and this Agreement is VOID.
- 726 (I) Brokers and licensees are not responsible for unpaid deposits.

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

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

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

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

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

749 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
750 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
751 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
752 3658.

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

- 754 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
- 755 and Closing Disclosure(s) upon receipt.
- 756 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
- 757 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant**
- 758 **to Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
- 759 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
- 760 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
- 761 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
- 762 Seller, unless otherwise agreed to by the parties.

763 **31. HEADINGS (4-14)**

764 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
765 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

766 Buyer Initials: _____

Seller Initials: Q P X

767 32. SPECIAL CLAUSES (1-10)

768 (A) The following are attached to and made part of this Agreement if checked:

- 769 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 770 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 771 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 772 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 773 Appraisal Contingency Addendum (PAR Form ACA)
- 774 Short Sale Addendum (PAR Form SHS)
- 775 _____
- 776 _____
- 777 _____

778 (B) Additional Terms: The twenty percent deposit amount of \$52,000 is non-refundable.

779
780 If buyer needs to extend settlement then buyer will notify seller within 10 days of scheduled settlement. Each extension will be
781 30 days. Each extension will increase sale price for buyer by \$10,000 U.S. Dollars.

782
783 Buyer and Seller agree that if buyer needs to extend then buyer will provide the additional \$10,000 non-refundable payment by
784 certified check within 5 days of settlement extension notification payable to the seller directly.

785
786 Each \$10,000 paid to seller for settlement extension is non-refundable and will not count towards the sale price.

787
788
789
790
791
792
793
794 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

795 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts
796 together shall constitute one and the same Agreement of the Parties.

797 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are
798 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

799 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all
800 parties, constitutes acceptance by the parties.

801 _____ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

802 _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

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

805 _____ Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has
806 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

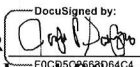
807 BUYER _____ DATE _____
Sri Gyatri Corp

808 BUYER _____ DATE _____

809 BUYER _____ DATE _____

810 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

811 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

812 SELLER  DATE 7/8/2020 | 6:55 AM PDT
Joseph P. Sarappo

813 SELLER _____ DATE _____

814 SELLER _____ DATE _____



BCPC

Bucks County Planning Commission

1260 Almshouse Road • Doylestown, Pa 18901
Phone 215/345-3400 FAX 215/345-3886 EMAIL bcpc@buckscounty.org

SUBDIVISION AND LAND DEVELOPMENT

2020 REVIEW APPLICATION

This application must be completed by the applicant or his/her agent and submitted along with one copy of the plan, one digital copy of the plan, and required fee (see fee schedule on back) for subdivision and land development reviews mandated by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended.

MUNICIPALITY: Bensalem Township

NAME OF PROPOSAL: Sri Gyatri Corp Rezoning Petition

LOCATION: 4000 Bristol Pike - Bensalem, PA 19020

TAX PARCEL No.: 02-076-070

APPLICANT: Sri Gyatri Corp

ADDRESS: 4000 Bristol Pike - Bensalem, PA 19020

OWNER OF RECORD: Sri Gyatri Corp

ADDRESS: 4000 Bristol Pike - Bensalem, PA 19020

PRESENT LAND USE: Hotel

PLAN TYPE:	<input checked="" type="checkbox"/> Land Development	<input type="checkbox"/> Subdivision
PLAN CLASS:	<input checked="" type="checkbox"/> Major	<input type="checkbox"/> Minor
	<input type="checkbox"/> Municipal	<input type="checkbox"/> Sketch

TOTAL ACREAGE: 2.24 acres

TELEPHONE: 215-431-3937

APPLICANT EMAIL: arpanpatel83@gmail.com

DEVELOPMENT TYPE:	<input type="checkbox"/> Agricultural	<input checked="" type="checkbox"/> Commercial
	<input type="checkbox"/> Conversion	<input type="checkbox"/> Industrial
	<input type="checkbox"/> Lot Line Change	<input type="checkbox"/> Office
	<input type="checkbox"/> Institutional	<input type="checkbox"/> Residential

PROPOSAL:

NONRESIDENTIAL: Number of Lots or Leaseholds: N/A

RESIDENTIAL: Number of lots or units: N/A

Proposed new building area: N/A
Gross square feet (floor area)

WATER SUPPLY: Public
(Check one) Community On-site
 Individual On-lot

SEWERAGE: Public
(Check One) Community
 Individual On-lot

OPEN SPACE: Public
(Check One) Private
TOTAL OPEN SPACE ACREAGE: _____

The following documentation is **required** for every plan submission, at the applicable level, in addition to a completed application form. Please check the appropriate state of plan submission and the inclusion of the required documentation:

<input type="checkbox"/> Sketch Plan <i>or</i>	<input type="checkbox"/> One copy of plan
<input type="checkbox"/> Revised Sketch Plan	<input type="checkbox"/> One digital file of plan (CD or USB drive)
<input type="checkbox"/> Preliminary Plan <i>or</i>	<input type="checkbox"/> One copy of preliminary plan/revised preliminary plan
<input type="checkbox"/> Revised Preliminary Plan	<input type="checkbox"/> One digital file of preliminary plan/revised preliminary plan (CD or USB drive)
	<input type="checkbox"/> Review fee (see schedule on back)
	<input type="checkbox"/> Proof of variances, special exception, conditional uses, or other agreements
	<input type="checkbox"/> Sewage Facilities Planning Module, one copy, one digital copy
	<input type="checkbox"/> Transportation Impact Study, one copy, one digital copy
<input checked="" type="checkbox"/> Final Plan <i>or</i>	<input checked="" type="checkbox"/> One copy of final plan/revised final plan
<input type="checkbox"/> Revised Final Plan	<input checked="" type="checkbox"/> One digital file of final plan/revised final plan (CD or USB drive)
	<input checked="" type="checkbox"/> Review fee (see schedule on back)
	<input type="checkbox"/> Conditions of preliminary approval

If proposal is made by applicant or agent directly to the Bucks County Planning Commission (BCPC), the following certification is required to assure that all plans submitted to the BCPC are also submitted to the municipal government for review.

I hereby certify that this plan has been submitted for review to the Township/Borough of Bensalem and that, if the plan is withdrawn from consideration by the municipality, it will also be withdrawn from the BCPC review process via written notification. Members of the BCPC and staff are authorized to enter land for site inspection if necessary.

Sri Gyatri Corp
Print Name of Applicant

[Signature]
Signature of Applicant

8/20/20
Date

BCPC USE ONLY	
BCPC File No.:	_____
Date Received:	_____
Fee Paid:	_____

BUCKS COUNTY PLANNING COMMISSION FEE SCHEDULE FOR REVIEWS

The following fees will be charged by the Bucks County Planning Commission for subdivision and land development reviews as authorized by Act 194 amending Act 247, the Pennsylvania Municipalities Planning Code. These fees are effective January 1, 2018. Plans will not be accepted for review without the appropriate fee and completed application form. If you need assistance in calculating application fee(s), please call us at 215-345-3400.

Residential subdivisions, land developments, and conversions *(Including Tentative Planned Residential Development Plans)*

				Base Fee	+		
up to	2	lots or units	=	\$160			
3	up to	10	lots or units	=	\$100	+	\$65 for each lot/unit over 2
11	up to	25	lots or units	=	\$600	+	\$45 for each lot/unit over 10
26	up to	50	lots or units	=	\$1,200	+	\$40 for each lot/unit over 25
51	up to	100	lots or units	=	\$1,800	+	\$20 for each lot/unit over 50
101	+		lots or units	=	\$2,400	+	\$15 for each lot/unit over 100
Please show your calculations:							

Nonresidential land developments

				Base Fee	+		
0	up to	5,000	square feet	=	\$300	+	\$0.045 per square foot of floor area
5,001	+		square feet	=	(no base fee)	+	\$0.15 per square foot of floor area, not to exceed \$5,000
Please show your calculations:							

Nonresidential subdivisions

up to	2	lots or units	=	\$225	
3	up to	10	lots or units	=	\$125 per lot
11	+		lots or units	=	\$100 per lot
Please show your calculations:					

Curative Amendments (not municipal curative amendments) \$2,000

Private Petitions for Zoning Change (not municipal petition) \$1,500

For the purposes of this Fee Schedule the definitions in Article II of the Pennsylvania Municipalities Planning Code of subdivision and land development shall be used.

There is **no fee** for review of a sketch plan or final plan submission (unless otherwise noted below).

All fee charges are intended to cover the entire review process from preliminary to final stages **except** as follows:

- 1) **Each resubmission of a plan with minor revisions** shall be subject to an additional fee, not to exceed the required fee listed in the tables above or \$225.00, whichever is less. A subdivision which proposes no more than two lots may be resubmitted with minor revisions one time without a charge for the review.
- 2) **Each resubmission of a plan involving a major revision or change in program** from the original submission shall be required to pay an additional fee as required in the tables above. A major revision or change in program may include, but is not limited to, a change in use, dwelling type, density, lot layout, street layout, or site layout.
- 3) **Each plan submitted for review two years or more after the first submission** shall be subject to an additional fee, not to exceed the required fee listed in the tables above or \$160.00, whichever is less, if the plan contains only minor revisions. If there are major revisions to the plan, the submission will require a fee in accordance with the fee schedule above. Major changes are as noted in #2 above.
- 4) **Proposals submitted which contain a mix of uses** will be subject to the appropriate fee for each use.

MEETINGS WITH THE STAFF of the Bucks County Planning Commission to discuss applications either prior to or during the formal development application are encouraged and are free of charge. Appointments can be made by contacting 215-345-3400.

SIGNING OF PLANS FOR RECORDING:-The Bucks County Planning Commission now signs plans electronically. If you have municipally-signed plans with an official BCPC number you can go directly to the Bucks County Recorder of Deeds to record your plan. Please contact the Recorder of Deeds at 215-348-6209 should you have any questions about recording your plan.

REQUESTS FOR ADDITIONAL COPIES OF REVIEW: Copies of the Bucks County Planning Commission review of this proposal will be sent to the applicant, municipality, and municipal engineer. If you wish to have copies sent to other persons, please type names, addresses and **emails**:

Heath A. Dumack, PE & PLS - c/o Dumack Engineering
677 Durham Road - P.O. Box 487 - Penns Park, PA 18943
Phone: 215-598-1230 - Email: dumack@dumack.com

Allen W. Toadvine, Esquire - c/o Begley, Carlin & Mandio, LLP
680 Middletown Boulevard - Langhorne, PA 19047
Phone: 215-750-0110 - Email: atoadvine@begleycarlin.com