



**HATFIELD TOWNSHIP BOARD OF COMMISSIONERS  
WORKSHOP MEETING AGENDA  
JANUARY 8, 2020  
7:30 PM**

**I. CALL TO ORDER**

**II. ROLL CALL**

- COMMISSIONER PRESIDENT ZIPFEL
- COMMISSIONER VICE PRESIDENT RODGERS
- COMMISSIONER ANDRIS
- COMMISSIONER LEES
- COMMISSIONER ZIMMERMAN

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF AGENDA**

**V. CITIZENS' COMMENTS – AGENDA ITEMS ONLY**

*Attention: Board of Commissioner Meetings are Video Recorded  
All comments made at the podium. Please state your name and address for the record.  
Comments are guided by Resolution #10-10.*

**VI. CONSENT ITEMS**

*Motion to Enter into the Record*

- A. Police Report – December
- B. Colmar Fire Company Monthly Report – December
- C. HTMA Monthly Budget Report – November
- D. HTMA Meeting Minutes – November 12, 2019
- E. Hatfield Volunteer Fire Company – 2019 Report

**VII. OATH OF OFFICE FOR TOWNSHIP COMMISSIONER**

*The Honorable Judge Andrea Duffy*

- A. Gerald Andris – Ward 5  
Term: 01/01/20 – 12/31/23

## **VIII. COMMITTEE REPORTS**

### **A. Planning and Zoning Committee – Commissioner Rodgers**

1. Little Round Industries, 2800 Richmond Road Land Development Application
2. Medical Office, 150 Bethlehem Pike Land Development Application
3. Bexley Development – WB Homes  
Conditional Use Application – 2505 & 2303 Orvilla Road  
*Motion to Advertise Public Hearing for February 12<sup>th</sup>*

### **B. Public Works Committee – Commissioner Lees**

### **C. Parks and Recreation Committee – Commissioner Andris**

### **D. Public Safety Committee –President Zipfel**

### **E. Finance Committee – Commissioner Andris**

## **IX. VOLUNTEER BOARD APPOINTMENT**

- A. Civil Service Commission  
Jack Hoy, Term: 1/1/20 – 12/31/25  
*Motion to Appoint*

## **X. TOWNSHIP STAFF REPORTS**

### **A. Township Manager’s Report**

1. Goals Overview – 2020
2. Cowpath/Orvilla Bid Opening Jan 15th – Award Considered Jan 22<sup>nd</sup>

## **XI. SOLICITOR’S REPORT**

## **XII. CITIZENS’ COMMENTS**

***Attention: Board of Commissioner Meetings are Video Recorded***  
*All comments made at the podium. Please state your name and address for the record.*  
*Comments are guided by Resolution #10-10.*



## **Hatfield Township Police Activity Report**

The timeframe for this report is 12/01/19 – 12/31/19

(1964) Incidents were handled by Officers

(112) Selective Enforcements were conducted

(12) Non -Traffic\*\* arrests were made

(361) Traffic Citations were issued

(23) Parking Tickets were issued

(129) Traffic Courtesy/ Warnings Notices were issued

(369) Night Eyes/ Business checks/Directed Patrols were conducted

(18) Criminal\* Arrests were made

(3) DUI

(1) DUI's w/Accident

(18) Thefts were reported

**Addendum:**

**\*Criminal Arrests involved the following charges:** Criminal Mischief, Dealing In Proceeds In Proc Unlawful Activity, DUI, Drug Delivery, Drug Possession, Obstruct Law Enforcement Function, Providing False Info, Forgery , Recklessly Endangering Another Person, Receiving Stolen Property, Retail Theft, Simple Assault, Strangulation, Theft , Theft By Unlawful Taking, Theft From A Motor Vehicle.

**\*\* Non-Criminal arrests were made for:** Animal Noise Control, Harassment, Posting Printed Materials on Utility Poles, Public Drunkenness, and Retail Theft.





# Colmar Volunteer Fire Company

MONTGOMERY COUNTY

2700 Walnut Street, Colmar, Pennsylvania 18915

Proudly Serving Hatfield Township Since 1942

215-822-1444

January 2, 2020

Fire Calls for the month of December 2019: **24** Calls for the month.

- Building fire- 5
- Extrication of victim(s) from vehicle- 2
- Gas leak (natural gas or LPG)- 3
- Vehicle accident, general cleanup- 1
- Assist police or other governmental agency- 2
- Unauthorized burning- 2
- Local alarm system, malicious false alarm- 1
- System malfunction, other- 2
- Unintentional transmission of alarm, other- 1
- Smoke detector activation, no fire – unintentional- 1
- Detector activation, no fire – unintentional- 1
- Alarm system activation, no fire – unintentional- 3

During the month of December, the department once again brought Santa through the township on Christmas Eve. We conducted over 40 special stops for kids and their families this year to deliver gifts. This month was also a busy month for fire calls with 24 for calls for the month. In total, the department responded to 223 calls for service in Hatfield Township and in surrounding communities. 2020 will start with several new line officers joining the ranks of leadership for the department. The 2020 line officers are:

Chief 12- Andrew Backlund  
Deputy 12- Robert Hassett  
Assistant 12- Mike Renner  
Assistant 12-1- Justin Tohanczyn  
Assistant 12-2- Mark Vaillancourt  
Captain 12- Jake Weltman  
Lieutenant 12- Jarrett Koestal  
Fire Police Captain- Gary Minnick  
Fire Police Lieutenant- Bill Hodson  
Chief Engineer- Pat Kerr

Sincerely,

Andrew Backlund  
Chief -Colmar Volunteer Fire Company

# Colmar Volunteer Fire Company

MONTGOMERY COUNTY

2700 Walnut Street, Colmar, Pennsylvania 18915

*Proudly Serving Hatfield Township Since 1942*

**215-822-1444**





**Hatfield Township Municipal Authority  
Monthly Budget Report**

Fiscal Year April 1, 2019 through March 31, 2020

Fiscal Month #8 of 12

	November	Fiscal Year To Date	Budgeted
<b>INCOME: Operations</b>			
Sewer Use Fees - Residential	\$48,892.20	\$2,196,422.35	\$2,800,000
Sewer Use Fees - Commercial	\$10,834.32	\$351,820.91	\$495,000
Sewer Use Fees - Industrial	\$58,314.74	\$804,554.07	\$925,000
Penalties and Interest	\$3,382.92	\$31,542.10	\$59,000
Connection Fees	\$0.00	\$250.00	\$3,000
Subdivision / Plan Review	\$0.00	\$0.00	\$1,000
Certifications - Title Companies	\$600.00	\$2,505.00	\$2,200
Lateral Repair Permit Fee	\$0.00	\$1,225.00	
Montgomery Township Sewer Fees	\$22,037.70	\$541,801.71	\$885,000
Hatfield Borough Sewer Fees	\$30,338.27	\$293,406.17	\$475,000
Franconia Township Sewer Fees	\$0.00	\$136,055.70	\$181,400
Trucked Waste - Sludge	\$51,407.75	\$396,104.22	\$550,000
Trucked Waste - Septic, Holding	\$65,280.27	\$511,877.02	\$795,000
Interest on Construction Reserve	\$3,037.94	\$5,137.00	\$2,800
TV/Jet-Vac Services	\$0.00	\$0.00	\$1,500
Lab Fees	\$512.00	\$1,491.00	\$0
Pretreatment Fines	\$0.00	\$0.00	\$0
Miscellaneous	\$65.50	\$7,108.00	\$1,500
<b>Total - Operations Income</b>	<b>\$294,703.61</b>	<b>\$5,281,300.25</b>	<b>\$7,177,400</b>

**Hatfield Township Municipal Authority  
Monthly Budget Report**

Fiscal Year April 1, 2019 through March 31, 2020

Fiscal Month #8 of 12

INCOME:	Capital	November	Fiscal Year To Date	Budgeted
	Tapping Fees	\$19,082.00	\$59,290.50	\$45,000.00
	Front Foot Assessment	\$0.00	\$0.00	\$0.00
	Montgomery Twp. Capital	\$77,694.01	\$77,694.01	\$70,000.00
	Montgomery Twp. Debt Service	\$0.00	\$0.00	\$0.00
	<b>Total - Capital Income</b>	<b>\$96,776.01</b>	<b>\$136,984.51</b>	<b>\$115,000.00</b>

EXPENSES:	Capital	November	Fiscal Year To Date	Total Paid To Date
	2019 I/I Mitigation Plan	\$14,890.52	\$57,247.43	\$57,247.43
	Plant Paving	\$0.00	\$0.00	\$0.00
	Centrifuge Control System Upgrade	\$0.00	\$0.00	\$0.00
	Orvilla Road Pump Installation	\$0.00	\$0.00	\$0.00
	Centrifuge #2 Overhaul	\$0.00	\$72,574.00	\$72,574.00
	Stack Testing	\$0.00	\$0.00	\$0.00
	Lenhart Road	\$625.00	\$12,330.75	\$1,114,345.60
	2019-2020 Lining Contract	\$0.00	\$0.00	\$2,803.25
	Upper Interceptor Upgrade	\$157.50	\$14,685.28	\$68,191.79
	Incinerator Roof	\$0.00	\$57,133.14	\$238,152.80
	Incinerator Shell Liner	\$0.00	\$0.00	\$0.00
	Admin Building HVAC	\$0.00	\$0.00	\$0.00
	Afterburner Rehab	\$0.00	\$0.00	\$0.00
	New Polymer Feed System	\$0.00	\$0.00	\$0.00
	New Schwing Pump	\$0.00	\$99,690.00	\$124,610.00
	Schreiber Diffusers/Assemblies	\$0.00	\$101,522.00	\$101,522.00
	Primary Tank Demolition Completion	\$0.00	\$52,647.72	\$53,184.14
	<b>Total - Capital Expenses</b>	<b>\$15,673.02</b>	<b>\$467,830.32</b>	<b>\$1,832,631.01</b>

Hatfield Township Municipal Authority  
Monthly Budget Report

Fiscal Year April 1, 2016 through March 31, 2017

Fiscal Month #8 of 12

	November	Fiscal Year To Date	Budgeted
EXPENSES: Operations			
Salaries	\$217,060.76	\$1,734,233.27	\$2,808,700.00
Benefits, incl. education and training	\$77,886.96	\$759,420.23	\$1,293,550.00
Utilities	\$48,309.74	\$333,292.45	\$672,000
Ash and Sludge Disposal	\$28,059.51	\$93,348.68	\$135,000.00
Grit and Screenings Disposal	\$1,947.38	\$15,184.53	\$27,500.00
<b>Plant Chemicals</b>	\$25,558.04	\$164,835.74	\$250,000.00
Lab Supplies and Analysis	\$9,884.66	\$64,980.27	\$118,000
Plant Maintenance	\$103,708.05	\$422,013.89	\$635,000
Sewer Maintenance	\$0.00	\$64,558.62	\$105,000
Vehicle Maintenance	\$3,162.94	\$28,779.22	\$35,000
Insurance - liability, work. comp.	-\$1,907.00	\$156,076.30	\$245,000
Office	\$9,295.71	\$35,455.22	\$59,200
Lansdale sewer charges	\$433.37	\$3,526.13	\$7,500
Towamencin sewer charges	\$0.00	\$36,000.00	\$72,000
Engineer - misc. operations	\$3,831.50	\$24,406.05	\$90,000
Solicitor	\$17,389.20	\$51,979.95	\$105,000
Accountant / Auditor	\$0.00	\$14,000.00	\$17,500
Board Fees	\$0.00	\$1,500.00	\$3,000
Miscellaneous	\$1,550.00	\$9,672.10	\$10,000
Total - Operations Expenses	\$546,170.82	\$4,013,262.65	\$6,688,950

RALPH HARVEY, Chairman  
DONALD ATKISS, Vice Chairman  
GEORGE LANDES, Asst. Secretary  
BARRY WERT, Secretary/Asst. Treasurer  
CHARLES SIBEL, Treasurer

PETER R. DORNEY, Executive Director



GHD INC  
Engineer

HAMBURG, RUBIN, MULLIN,  
MAXWELL & LUPIN  
Solicitor

HATFIELD TOWNSHIP MUNICIPAL AUTHORITY  
PUBLIC MEETING  
NOVEMBER 12, 2019

I. The meeting of the Hatfield Township Municipal Authority was held on November 12, 2019 at 3200 Advance Lane, Colmar, PA.

II. The Hatfield Township Municipal Authority meeting was called to order at 7:31 p.m. The following Authority members were present: Donald Atkiss, Ralph Harvey, George Landes, Charles Sibel and Barry Wert. Also present: Peter Dorney, Executive Director, Joseph Stammers, Plant Manager, Paul Mullin, Solicitor and Charles Winslow, GHD Eng. Citizen present: Scott Hartzell, Bethlehem Pike, Hilltown Township.

III. Approval of minutes for October 8, 2019 – Motion was made by George Landes to approve the minutes as submitted, seconded by Charles Sibel and approved by the Authority.

IV. Citizens comments – Scott Hartzell, property owner on Bethlehem Pike, Hilltown Township was present. There was a discussion with Mr. Hartzell on what was owed for tapping fees and back sewer rental for his property on Bethlehem Pike, for his rental spaces, to be in compliance with HTMA. He will be informed again in writing, of what he owes, after Mike makes a final visit to the property, if he doesn't have all the information already.

V. Union – no report

VI. Montgomery Township – no report

VII. Executive Directors report

A. Upper interceptor – There will be a pre-construction meeting next week for the upper interceptor work. Mr. Dorney would like to hire Metz Eng. for inspecting of the job. George Landes made the motion to hire Metz Eng., seconded by Charles Sibel and approved by the Authority.

B. Hilltown property owners fees – We should review the rate schedule/code for the type of businesses that are not currently covered in the Ordinance, and possibly bring others up to date.

C. Broad Street – DEP appears to also be willing to allow the WAWA to connect based on the information we provided, which includes an explanation as to how the new flow is a trade off with the existing flow and that we are trying to work with Ziegler's and the Hospital on their instantaneous flows.

D. Pine Street flow study – We met with DEP regarding the findings of the flow study and we explained the maintenance we performed. DEP likes the approach we are taking and agrees that additional flow monitoring would be prudent now that the lines are as clean as they can get. Also they appear willing to allow the eight units to connect to this basin.

E. Baum property – Mr. Dorney met with the developer and engineer regarding the site and asked that they look at what it would take to have all the units on E-One with low pressure pumping. DEP's position is that if serviced by E-One, the pumps would be private but the forc4e main would have to be permitted by HTMA.

F. Pick-up truck – The truck has been ordered, but probably significantly delayed due to the GM strike.

G. Hilltown capacity – Found more capacity in the Hilltown line after some discussions with GHD regarding the original information they used.

H. Ash bid – Motion was made by Donald Atkiss to award the Ash bid to the apparent low bidder – Waste Management of Pa, \$104.85 per ton, seconded by Barry Wert and approved by the Authority.

I. 401K amendment resolution – The Board members were supplied with a copy of the proposed resolution, to bring us in compliance with the law, for their review. George Landes made the motion to pass Resolution #2019-3, seconded by Donald Atkiss and approved by the Authority.

VIII. Pre-treatment report – Mr. Stammers reported on flow figures for some of the different businesses.

IX. Engineer report – The following requisition was submitted:

#2019-9490	Upper Interceptor Upgrade	\$2,557.24
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X. Solicitor's report – Resolution for NSF checks and returned credit card payment should be adopted. A \$35.00 returned fee already is in place. Ralph Harvey made the motion to approve Resolution #2019-4, seconded by George Landes and approved by the Authority.

XI. Treasurer's report – After a review of the bills, with some questions and explanations, Charles Sibel made the motion to pay the bills and requisition as submitted, seconded by Donald Atkiss and approved by the Authority.

XII. Old Business

A. Centrifuge Control – The work is complete.

B. Schwing install – The new hydraulic pump system is to be installed the week of November 18<sup>th</sup>. This will entail some sludge burning down time.

XIII. New Business

A. Stack test is scheduled for February 2020.



XIX. Other Business – Mr. Landes questioned if we were still considering a 4 wheel utility vehicle. Mr. Dorney is still considering it, as well as the Track Jetter.

XV. Adjournment – George Landes made the motion to adjourn the meeting at 8:21 p.m., seconded by Barry Wert and approved by the Authority.

Submitted by,

A handwritten signature in black ink, appearing to read "B. Wert", written in a cursive style.

Secretary

## HATFIELD VOLUNTEER FIRE CO.

### CALL SUMMARY Full Year 2019

<u>quarter</u>	<u>calls</u>	<u>1st truck enroute</u>	<u>in-service hours</u>	<u>total personnel</u>	<u>personnel hours</u>	<u>average personnel</u>	<u>training hours</u>
1	78	4.78	46	933	550	12.0	508
2	81	4.85	53	1062	692	13.1	388
3	85	4.92	44	1065	556	12.5	468
<u>4</u>	<u>89</u>	<u>5.08</u>	<u>33</u>	<u>1032</u>	<u>383</u>	<u>11.6</u>	<u>404</u>
<b>YTD</b>	<b>333</b>	<b>4.90</b>	<b>176</b>	<b>4,092</b>	<b>2,165</b>	<b>12.3</b>	<b>1,768</b>
plus	<u>20</u>	YTD investigations					
Total calls = <b>353</b>				<b>Total days of service = 492</b>			

### MAJOR INCIDENTS (average 14.2 firefighters)

Fri 1/25-15:31 vehicle fire (18)	Mon 6/3-15:30 haz mat incident (14)
Thurs 1/31-18:15 industrial fire (17)	Thurs 7/4-22:34 dumpster fire (17)
Fri 2/1-20:40 industrial fire (15)	Mon 7/15-23:45 truck fire (14)
Fri 2/15-21:18 vehicle fire (18)	Fri 8/2-7:38 truck fire (15)
Thurs 2/21-9:59 vehicle fire (9)	Sat 8/24-10:50 vehicle rescue (20)
Tues 3/12-8:44 vehicle rescue (11)	Thurs 9/19-9:33 vehicle rescue (7)
Wed 3/20-12:18 field fire (6)	Fri 11/15-23:25 industrial fire (9)
Fri 4/5-18:43 truck fire (17)	Wed 11/20-22:33 industrial fire (13)
Thur 4/18-8:43 vehicles fire (12)	Fri 11/29-13:03 vehicle rescue (13)
Wed 4/24-0:07 house fire (17)	Sat 11/30-00:08 heater fire (14)
Fri 5/17-18:40 house fire (21)	Sat 11/30-15:35 vehicle rescue (15)

### RESPONSE MUNICIPALITY

Hatfield Borough	34
First Due Hatfield Twp	196
Colmar Hatfield Twp	21
Franconia	11
Hilltown	7
Lansdale	20
Lower Salford	3
Montgomery	8
Souderton	7
Towamencin	20
<u>others</u>	<u>6</u>
2019 calls	333

### AID GIVEN OR RECEIVED

automatic aid given	75
automatic aid received	29
mutual aid given	31
mutual aid received	5
<u>none</u>	<u>193</u>
2019 calls	333

### ENROUTE TIME

<u>minutes</u>	
1 or less	6
>1 to 2	13
>2 to 3	17
>3 to 4	28
>4 to 5	88
>5 to 6	81
>6 to 7	36
<u>≥7</u>	<u>24</u>
2019	293

### VEHICLES RESPONDED

Engine 17-1	188
Engine 17	80
Squad 17	99
Ladder 17	122
Utility 17	40
Command 17	124
<u>Command 17-1</u>	<u>5</u>
2019 calls	333

Report #s: **1522 L&S**, 28, 274, 549, **745**, 1390, 1514 As & Cadets, 1624 total ff pts, 1645



4259 W. Swamp Road  
Suite 410  
Doylestown, PA 18902

www.cksengineers.com  
215.340.0600

October 17, 2019  
Ref. #3595

Hatfield Township  
1950 School Road  
Hatfield, PA 19440

Attention: Aaron J. Bibro, Township Manager

Reference: Little Round Industries (2800 Richmond Road)  
Proposed Land Development  
Project #P18-04

Dear Aaron:

We have reviewed the Land Development Plan submission for the above-referenced project, plans consisting of twenty-one (21) sheets, dated August 20, 2018, last revised July 11, 2019, as prepared by Cowan Associates, Inc.

The applicant proposes to construct a 27,232 SF building addition, to be used for manufacturing and warehousing, as well as parking areas, and a new driveway access to Richmond Road. The improvements also include the installation of stormwater management facilities. The 3.6976-acre site has frontage on Richmond Road in the LI – Light Industrial Zoning District.

We have reviewed the documents for compliance with applicable Zoning, Subdivision and Land Development, and Stormwater Management Ordinance requirements and have the following comments:

1. The plan proposes to continue the existing metal fabrication business, with minimal increase in employees. As presented, we find no zoning concerns.
2. The following waivers are requested from the Subdivision and Land Development and Stormwater Management Ordinance requirements:
  - a. Section 250-31.A and 250-51 – requiring sidewalk along street frontages. We take no exception to this request and remind the applicant that a fee in lieu of sidewalk has been requested by the Board in recent applications.
  - b. Section 250-38.E – requiring tree replacement for existing trees eight inches and greater in diameter that are removed during installation of the proposed improvements. The plan should be revised to indicate how many trees are to be removed. The plan has been revised to indicate those trees which are 8 inches and greater. It appears that 105 deciduous trees and 14 evergreen trees will be removed.

- c. Section 250-49.D.2 – requiring street lights. This requirement typically applies to streetlights at street intersections. We take no exception to the request but defer to the Township emergency services personnel in the event that a fixture should be necessary for public safety.
- d. Section 242-18.B.2.G and 250-53.C – requiring all stormwater pipe to be a minimum diameter of 18” and be constructed from reinforced concrete pipe. We note that the pipes proposed in Richmond Road, as well as most of the conveyance pipes, are reinforced concrete material. The waiver applies to the onsite piping systems; some are small, i.e. 4 inch diameter PVC, for roof drains or the water quality devices. We take no exception to the use of PVC and/or HDPE for the internal stormwater systems. We take no exception to diameter less than 18” for specific aspects of the design but recommend that the 18” minimum be provided where possible.
- e. Sections 250-67.D.2, 250-6.D.2 & 250-72.C.2 – requiring existing features within 100 feet of the property boundary to be shown on the plan. We take no exception to this request.
- f. Section 242-18.B.8.n – requiring detention basin embankments to be no steeper than 4H:1V. The plan proposes 3H:1V side slopes for the basin, which will be privately owned and maintained. We take no exception to this request.
- g. Section 242-18.B.8.o – requiring the minimum slope for the detention basin to be 2%. The plan proposes a 1% slope for the basin bottom in order to increase the water quality component. We take no exception to this request.
- h. Section 242-18.B.8.z – requiring an access easement to the detention basin as well as a stabilized access drive. We recommend that a blanket easement be granted to the Township for access to the site to perform inspection and if necessary, maintenance of the stormwater management facilities. Due to the proximity of the basin to the proposed parking area west of the building addition, we take no exception to the waiver request.
- i. Section 242-18.B.8.dd – requiring the invert of pipes discharging into detention basins be a minimum of six inches above the basin bottom elevation. Due to the minimal vertical change across this relatively small site, we take no exception to this waiver request.
- j. Section 242-14.A – requiring volume controls for the increase in runoff. The site soils do not provide any infiltration capability; therefore, the stormwater management system is designed to provide extended detention for the two-year storm event via the underground storage systems. This method (extended detention) is currently accepted by the Montgomery County Conservation District for sites with zero infiltration. We note that every effort has been made to comply and additional measures have been provided to improve stormwater quality for runoff that leaves the site. We take no exception to the waiver request.

An updated waiver letter request should be provided, as the waivers requested have changed since the initial submission (for instance, some are no longer needed). In addition, the waivers as noted above should be listed on the plan. We note that some of the ordinance sections indicated on the plan are slightly different.

Finally, the landscaping waivers noted below and on the landscape plan must also be included in the updated correspondence and on the Record Plan. The official waiver request letter and waiver list on the plan must be consistent.

3. We have the following comments regarding the proposed landscaping. These items, as well as any comments from the Township Landscape Architect, should be addressed on a revised plan. We have the following conceptual observations:
  - a. The street tree requirement should be based on the average spacing of 45 ft. The Landscape Information Plan (Sheet SP-4A) suggests that a waiver is requested. We note that the plan proposes 6 street trees, whereas 10 are required. (250-38.B)
  - b. As noted above, the plan should be revised to address the number of trees to be removed (in the tabulation on Sheet SP-4A. (250-38.F)
  - c. The Landscape Information Plan indicates a request for a waiver of the parking lot landscaping requirements; however, the tabulation indicates 2 trees required and 2 proposed. This should be clarified. (250.40.Q)
  - d. The detention basin landscaping minimum shade tree total on sheet SP-4 is not consistent with the calculation on sheet SP-4A. The plan should be revised to meet the minimum requirement of 10 shade trees as calculated.
  - e. The Township Landscape Architect should be consulted regarding the tabulation and selection of the various species chosen for compliance with the landscaping requirements.
4. A Transportation Impact Fee may be required. The applicant should provide sufficient traffic/trip information to determine the respective fees. (250-93.B)
5. The response letter from Cowan Associates indicates that the sanitary sewer service will be addressed internally via the existing sewer lateral, and that the HTMA has verified the purchase of the necessary EDUs. We request that the correspondence confirming same be provided for the Township files. (250-67.C.4, 250-34.A.3)
6. The plan has been revised to indicate a water line extension along Richmond Road. The design will need to be reviewed and approved by the North Penn Water Authority. We recommend that the Township be provided with all approval correspondence and a copy of the service agreement. (250-35)

7. Approval is required from the Montgomery County Conservation District, as well as PA DEP, for construction activities. (242-19.B.1)
8. We have the following comments regarding the grading, erosion control and stormwater management design:
  - a. The applicant proposes two underground stormwater storage facilities as well as a new above ground detention basin. The site also has an existing pond that will remain in use. The various facilities will adequately address the respective release rate and volume control requirements of the Stormwater Management Ordinance upon clarification of some drafting and engineering details as noted below. (242-21.B.5)
  - b. We request that Note 26 on Sheet SP-1 include a reference to the O&M procedures on Sheet SP-12. (242-21.B.2.h)
  - c. An Operations and Maintenance Agreement for the stormwater management facilities is required. (242-31)
9. The following drafting/engineering items should be addressed:
  - a. There is a stray dashed line indicated within the existing building on sheet SP-1 of 21 that should be removed.
  - b. The existing and proposed lot width at the building setback line, identified as 512.18 feet does not appear to be correct and should be revised. There is no concern with compliance, however, the dimension should be checked and revised accordingly.
  - c. The proposed maximum impervious coverage percentage listed in the zoning information table on Sheet SP1 for the appears to be incorrect; it appears that the figure should be 52.34%.
  - d. The plans contain two OS-1 outlet structure/berm section details, on sheets SP-13 and SP-18. We recommend that one of the details be removed.

In addition, we request that a more specific detail of OS-1 be provided to more clearly identify the respective orifices, weirs, etc.
10. Ultimately, we will require a construction cost estimate for use with the Development Agreement, however this estimate should not be prepared until the approvals have been obtained. (250-61)
11. The plan appropriately contains a note stating that the area between the legal right of way of Penn Street and the Ultimate Right of Way is offered for dedication. Prior to recording, a legal description of this area should be provided for review by the Township. (250-29.B.4)

12. The plan has been submitted for Preliminary/Final approval. We recommend that a waiver be requested to process the plan in this manner. (250-10.A.1)
13. The plan should be submitted to the Township Solicitor for review of the recording certifications.
14. The plans should be submitted to the following entities for review and approval:
  - a. Township Traffic Engineer
  - b. Montgomery County Conservation District
  - c. Montgomery County Planning Commission
  - d. Hatfield Township Fire Marshal
  - e. Hatfield Township Shade Tree Commission
  - f. North Penn Water Authority
  - g. Hatfield Township Municipal Authority
  - h. Township Landscape Architect

We recommend the plan be revised and resubmitted. Should you have any questions, please feel free to contact me.

Very truly yours,  
CKS ENGINEERS, INC.  
Township Engineers



Bryan McAdam, P.E.

BMc/paf

cc: Ken Amey, Township Planner/Zoning Officer  
Catherine Basillii, Administrative Asst., Code Enforcement Dept.  
Christen Pionzio, Esq., Township Solicitor  
Anton Kuhner, McMahon Associates  
Kim Flanders, McCloskey & Faber  
Richard F. Burke, Applicant  
Scott McMackin, Cowan Associates, Inc.  
File



4259 W. Swamp Road  
Suite 410  
Doylestown, PA 18902

www.cksenineers.com  
215.340.0600

October 25, 2019

Ref: #3613

Hatfield Township  
1950 School Road  
Hatfield, PA 19440

Attention: Aaron J. Bibro, Township Manager

Reference: Proposed Medical Office (Sukhkarta Realty LLC)  
150 Bethlehem Pike  
Commercial Land Development  
Project #P19-17

Dear Aaron:

CKS Engineers, Inc. has completed our review of the above-referenced land development plan. This submission, prepared by ProTract Engineering, Inc., consists of a seven (7) sheet plan dated July 22, 2019, last revised September 30, 2019.

The applicant proposes to redevelop an approximately 0.41-acre parcel located on the west side of Bethlehem Pike (SR 309) in the C-Commercial Zoning District. The site currently contains a vacant building with small driveway/parking area and no stormwater management facilities. The plan proposes an 883 SF building addition, renovation of the existing building as well as removal of the existing driveway. A new driveway is proposed, as well as an 11-stall parking lot and stormwater management facility. The building will be served by public water and sanitary sewer.

We have reviewed the documents for compliance with applicable Zoning, Subdivision and Land Development, and Stormwater Management Ordinance requirements and have the following comments:

1. The plan indicates the following requests for waivers from various requirements of the Subdivision and Land Development Ordinance. We note that these items are also included in the August 5, 2019 correspondence from ProTract Engineering, Inc.:
  - a. From Sections 250-29.G.2, 250-40.M, requiring access to parking areas on commercial and industrial and nonresidential sites to be a minimum of 200 feet apart. The applicant proposes to remove the existing driveway and install a new driveway on the southern portion of the site frontage. While this is an improvement to the current condition, the distance from the proposed driveway does not provide the required 200 ft. separation distance.
  - b. From Section 250-38.A.5, requiring a 40 foot buffer and 10 foot barrier buffer against the residential use to the rear of the property. The applicant requests a reduction of the buffer widths to a total of approximately 20 feet, and to get credit for the privacy fence on the adjacent property. We do not support the request as it relates to the privacy fence on the adjacent property, as the applicant has no control over the conditions on another property. We recommend that the plan and waiver request be revised.



- c. From Section 250-40.D, to permit encroachment within the required 15-foot setback from a building to a parking space. The proposed parking stall is approximately four feet from the proposed building addition.
- d. From Section 250-44.I, requiring commercial refuse collection stations to be screened from view. The applicant has stated that trash collection will be via curbside pickup.
- e. From Section 250-31, requiring sidewalk along the frontage of the subject property. We remind the applicant that the Board has been consistent in requiring sidewalk to be installed along the Bethlehem Pike corridor.
- f. From Section 250-67.D.2, requiring the plans to show all existing features within 100 feet of the subject property. We take no exception to this request conditioned on information being provided as necessary to support the proposed design.
- g. From Section 242-19.A.4, requiring proposed grading to not encroach within five feet of the property boundary. The proposed grading is within five feet of the property boundary to the north and south. The plan has been revised to indicate retaining walls that will minimize potentially adverse conditions.

We note that the plan identifies these waivers, however the plan should be revised to adjust the ordinance sections as indicated above.

- 2. The plan has been revised to provide the dimensional information necessary for the driveway width and curb radii. However, we note that a two-way driveway requires a width of 24 feet, the driveway as proposed has a width of 20.5 feet between the access and the parking lot. Due to site constraints, it is not possible to provide the full 24 foot width for the entire length of the driveway. A waiver is required. (250-29.F.6, 250-40.E, 250-67.E)
- 3. We have the following comments regarding the landscape plan:
  - a. The plan has been revised to indicate different plantings. Based on the information provided, the design, not including the buffer requirements, is deficient 1 deciduous tree and 1 evergreen tree. (250-38.C.2)
  - b. As noted above, the plan includes a request for a waiver of the buffer requirements, in part to permit an existing fence on the adjacent property to be credited as a visual buffer. The initial buffer plantings shall contain, at a minimum, the equivalent of three (2 1/2 inch dbh minimum) shade trees, five (six to eight feet height minimum) evergreen trees and 10 (24 inches height minimum) shrubs per 100 lineal feet of property boundary for every 20 feet of buffer width, along with complete all-season ground cover to prevent soil erosion. The 10 foot barrier buffer shall contain, at a minimum, the equivalent of three shade trees, five evergreen trees and 10 shrubs per 100 lineal feet of property boundary along with complete all-season ground cover to prevent soil erosion. We recommend the plan be revised to indicate the appropriate number of required plantings as well as the deficiencies. Should a fence on the subject property be desired by the applicant, we recommend that the applicant's engineer and landscape architect coordinate the fence type and height as well as the plantings with the Township staff. (250-38.A)

- c. The landscaping plans are required to be prepared by a Registered Landscape Architect, or a waiver should be requested. (250-38.C.2)
4. The plan proposes an underground stormwater detention facility to address the requirements of the Stormwater Management Ordinance. We have the following comments regarding the grading, erosion control and stormwater management design:
  - a. The plan indicates an increase in impervious surface of approximately 4,677 SF of new impervious surface. The applicant proposes an underground seepage bed to address the volume control requirements. We take no exception to the design. (242-12, 242-14)
  - b. The plan should be revised to include a detail of the proposed retaining walls as well as a note stating that shop drawings, sealed by an engineer registered in the Commonwealth of Pennsylvania, shall be submitted for review by the Township prior to construction. (250-27)
  - c. Operation, maintenance and inspection information for the stormwater management facility must be provided on the record plan. The plan contains a note titled "Maintenance of Stormwater Facilities", however the notes that follow do not describe actual maintenance of the system, i.e. checking the inlet box after heavy rainfall events, etc. The plan should be revised. (242-18.A.3.b, 250-68.D.6.e.4)
  - d. The construction sequence on sheet 4 does not appear to be site specific and should be revised accordingly. For instance, it references the installation of two detention basins. (242-18.B)
  - e. Upon approval of the plan, an Operations and Maintenance Agreement for the Stormwater Management facility will be required. (242-31)
5. A Traffic Impact Fee is required. We recommend the applicant's engineer coordinate traffic counts with the Township Traffic Engineer. (250-87)
6. Approval of the proposed sanitary sewer service by the Hatfield Township Municipal Authority is required, including Sewage Facilities Planning Module Approval or waiver from PA DEP. Additionally, an executed Service Agreement with Hatfield Township Municipal Authority should be submitted. (250-34.A.3)
7. Approval of the proposed water system, as well as an executed Water Service Agreement from North Penn Water Authority, is required. (250.35)
8. A PennDOT Highway Occupancy Permit will be needed for the change in use, the revised entrance within the PennDOT right of way of Bethlehem Pike. We recommend that at a minimum, the Township Traffic Engineer be included in any future meetings/discussions regarding the access design. (250-29.G)
9. We have the following drafting and engineering detail comments:
  - a. We recommend that the Record Plan(s) be provided to the Township Solicitor for review. (250-68)

- b. The plan indicates an "Existing Hedge" along the northern property boundary. Field observation reveals that this is not a hedge, rather is a fairly mature stand of evergreens. The plan should more clearly identify which of these trees is to be removed as a result of the installation of improvements. As shown, the trees encroach onto the subject property, however we wish to avoid confrontations during construction, and recommend that prior to construction, the property line be survey located, and the adjacent property owner be apprised of the situation.
10. The application has been submitted for consideration as a Preliminary/Final plan. We recommend that an additional waiver request be added to the plan in order to consider the application as such. (Section 250-10.A.(1))
11. The plans should be reviewed and approved by the following agencies:
  - a. Pennsylvania Department of Transportation
  - b. Montgomery County Planning Commission
  - c. Hatfield Township Shade Tree Commission
  - d. Hatfield Township Fire Marshal
  - e. Hatfield Township Municipal Sewer Authority
  - f. North Penn Water Authority
  - g. Hatfield Township Landscape Architect
  - h. Hatfield Township Traffic Engineer

We recommend that the plans be revised to address the above comments to the satisfaction of the Township. Should you have any questions, please feel free to contact me.

Very truly yours,  
CKS ENGINEERS, INC.  
Township Engineers



Bryan McAdam, P.E.

BMc/paf

cc: Ken Amey, Township Planner/Zoning Officer  
Christen Pionzio, Esq., Township Solicitor  
Catherine Basill, Administrative Asst., Code Enforcement Dept.  
Anton Kuhner, McMahon Associates  
Kim Flanders, McCloskey & Faber  
Sukhkarta Realty, LLC, Applicant  
Nick Rose, ProTract Engineering, Inc.  
File



## TRANSMITTAL

**Paper Transmit to:** Board of Commissioners, Christen Pionzio, Ken Amey

**Electronic Transmit to:** Aaron Bibro, Bryan McAdam (CKS Engineers), John Wolff, and Mike Waldron,

**From:** Cathy Basillii/Angela Johnson, Administrative Assistants

**Dated:** December 23, 2019

**Enclosed please find:** Conditional Use Application

---

Please find enclosed a new Conditional Use Application submitted by Reynolds Acquisitions, LP c/o Justin Strahorn of WB Homes Inc, being represented by James Garrity, Esq. for the Bexley Development (Lawton & Miller Tract) at 2505 & 2303 Orvilla Road, Hatfield.

Please reference Project #C19-01 on any correspondence, invoices, checks, etc.

Enclosed is a copy of the application, proposed ordinance and sketch plans.

If you should have any questions, please call.

Thank you.  
Cathy



# HATFIELD TOWNSHIP

## Application for Conditional Use Approval

### I - APPLICANT

Name: Reynolds Acquisitions, L.P. (c/o Justin Strahorn - WB Homes, Inc.) Phone: (267) 640-7714

Address: 404 Sumneytown Pike, Suite 200

City: North Wales Zip Code: 19454

### II - IDENTIFICATION - To be completed by all applicants

OWNER Name: Frances J. Lawton & Katherine N. & Karen S. Miller Phone: (215) 570-6570 (Lawton)

Address: 2505 Orvilla Road 2303 Orvilla Road

City: Hatfield Hatfield Zip Code: 19440

APPLICANT'S ATTORNEY Name: James J. Garrity - Wisler Pearlstine Phone: (215) 527-0356

Address: 460 Norristown Rd. - Suite 110

City: Blue Bell Zip Code: 19422-2326

### III - LOCATION OF PROPERTY

Street Location: 2505 Orvilla Road (Lawton) & 2303 Orvilla Road (Miller)

Mailing Address: 2505 Orvilla Rd. (Lawton) & 2247 Orvilla Rd. (Miller) City: Hatfield

Zoning District: RA1 Parcel #: 35-00 -07693-00-3 Block: 63A Unit: 3

Deed Book and Page: Deed Book: 5869, Page: 789  
Deed Book: 5245, Page: 02139

### IV - PROPERTY DESCRIPTION

36.18' ± (Orvilla Road)

66' ± (Orvilla Road)

Lot Size: 36.99 ± AC. Lot Frontage: 190.44' ± (Pelham Drive) Lot Depth: 1564.99' ±

Description of current use of property: Residential dwelling

Description of existing improvements of property: Residential dwelling

Description of proposed used and proposed improvements of property: Single-family detached (cluster) residential subdivision

**V - ORDINANCE**

State each section of the Hatfield Township Zoning Ordinance that is involved in this application: Cluster development permitted by conditional use in the RA-1 zoning district pursuant to Section 282-24.F. of the Zoning Ordinance

**VI - PREVIOUS APPEAL**

Has any previous appeal or application been filed in connection with this property? No

**VII - SIGNATURE**

*The Applicant hereby deposes and says that all of the above statements contained in this application are true and correct to the best of their knowledge and belief. I hereby certify that the proposed application is authorized by the owner of record and that I have been authorized by the owner to make this application as his agent and we agree to conform to all applicable laws of Hatfield Township.*

**SIGNATURE OF APPLICANT**

**DATE**

Justin B. Stralorn

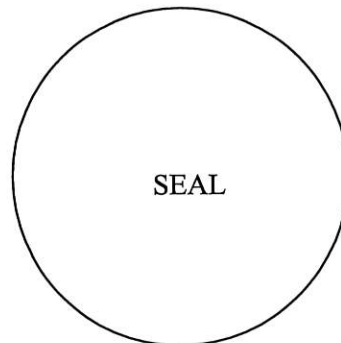
December 19, 2019

Date: 12/19/19

Sworn to and subscribed before me  
This 19<sup>th</sup> day of December, 2019

**Notary Public**

Name: Patricia Shari



Commonwealth of Pennsylvania - Notary Seal  
Patricia Shari, Notary Public  
Montgomery County  
My commission expires August 1, 2023  
Commission number 1235585

**WAIVER**

I/We hereby waive the provision that the hearing before the Board of Commissioners of Hatfield Township be held within 60 days of the filing of the application as required by the Pennsylvania Municipalities Planning Code.

Signature Justin B. Stralhorn Date December 20, 2019

**WAIVER**

I/We hereby waive the provision that the Hatfield Township Board of Commissioners shall render a written decision, or when no decision is called for, make written findings on the application within 45 days after the last hearing before the Board, as required by the Pennsylvania Municipalities Planning Code.

Signature Justin B. Stralhorn Date December 20, 2019



Your Trusted Hometown Builder

## TRANSMITTAL

Date: December 20, 2019

To: Hatfield Township  
1950 School Road  
Hatfield, PA 19440

Attn: Ken Amey

From: Justin B. Strahorn  
Project Manager

Re: Bexley (Lawton & Miller Property): Conditional Use Approval Application

---



Ken,

Please find the attached Hatfield Township Conditional Use Approval Application associated with the Bexley project (Lawton & Miller Property). The following files are attached as the submission:

- Hatfield Township Application for Conditional Use Approval – dated 12/19/2019 (10 copies)
- "Bexley" Site Plan, Sheet 1 of 1, Revision No.09 – dated 12/19/2019 (10 copies)
- Agreement of Sale (redacted) – Miller & Blecker Acquisitions, LP, dated 12/08/2019
- Deed (Miller Property) – Parcel No.: 35-00-07723-00-9

Please feel free to contact me with any questions or comments.

Thank you.

A handwritten signature in blue ink that reads "Justin B. Strahorn".

Justin B. Strahorn  
Project Manager



Your Trusted Hometown Builder

## TRANSMITTAL

Date: November 14, 2019

To: Hatfield Township  
1950 School Road  
Hatfield, PA 19440



Attn: Ken Amey

From: Justin B. Strahorn  
Project Manager

Re: Bexley (Lawton Property): Conditional Use Approval Application

---

Ken,

Please find the attached Hatfield Township Conditional Use Approval Application associated with the Bexley project (Lawton Property). The following files are attached as the submission:

- Hatfield Township Application for Conditional Use Approval – dated 11/13/2019 (10 copies)
- Application Fee – Check No. 1025 in the amount of \$550.00
- "Bexley" Site Plan, Sheet 1 of 1, Revision No.08 – dated 10/29/2019 (10 copies)
- Agreement of Sale (redacted) – Lawton & Reynolds Acquisitions, LP, dated 06/10/2019
- Deed (Lawton Property) – Parcel No.: 35-00-07693-00-3
- Corrigan & Reynolds Acquisitions, LP Land Conveyance Agreement
- Corrigan & Reynolds Acquisitions, LP Land Conveyance Exhibit, Sheet 1 of 1, Revision No.01 – dated 10/29/2019 (1 copy)
- Deed (Corrigan Property) – Parcel No.: 35-00-08409-61

Please feel free to contact me with any questions or comments.

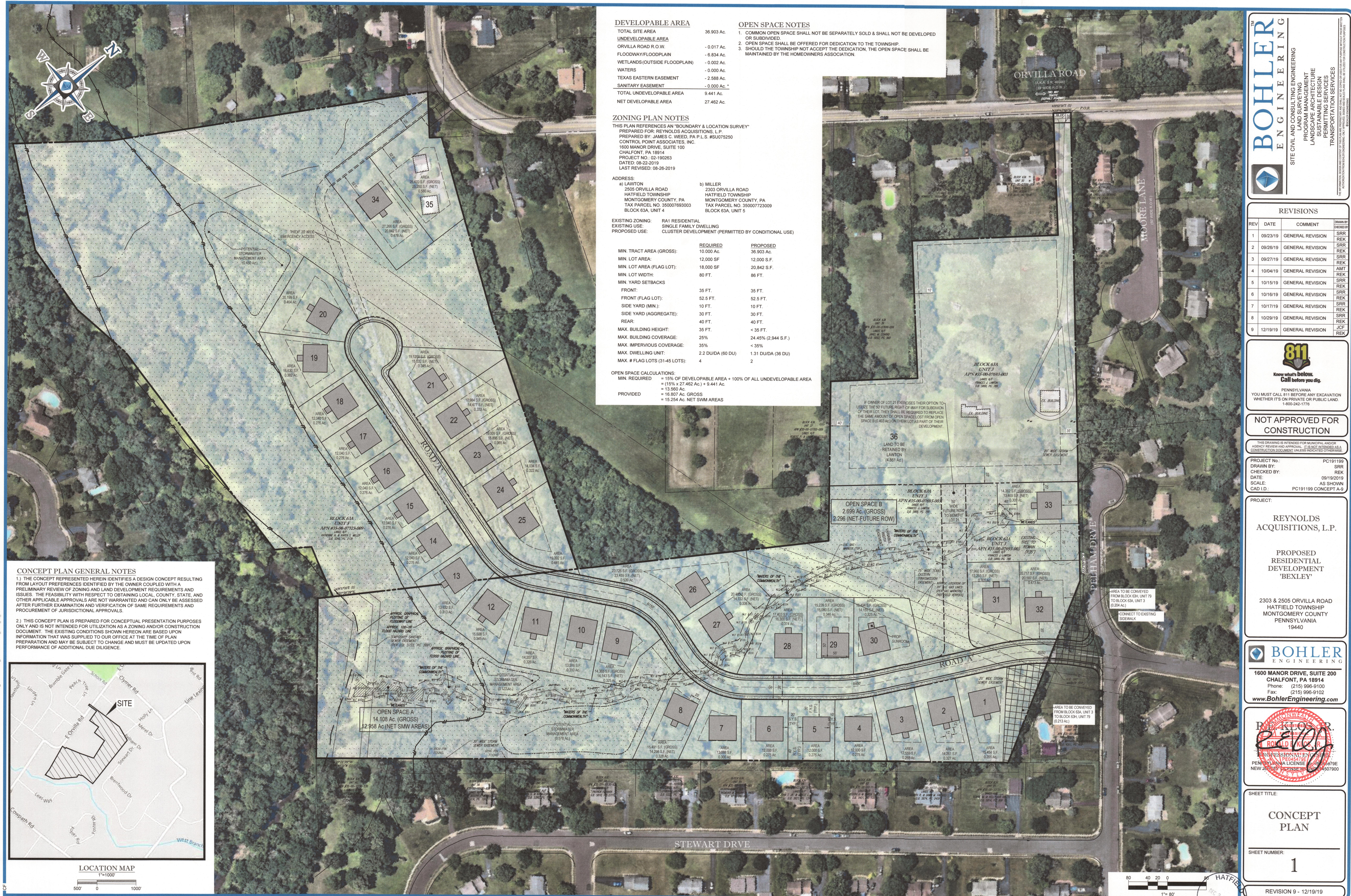
Thank you.

A handwritten signature in blue ink that reads "Justin B. Strahorn".

Justin B. Strahorn  
Project Manager

[WBHomesInc.com](http://WBHomesInc.com)





**DEVELOPABLE AREA**

TOTAL SITE AREA	36.903 Ac.
UNDEVELOPABLE AREA	-0.017 Ac.
ORVILLE ROAD R.O.W.	-6.834 Ac.
FLOODWAY/FLOODPLAIN	-0.002 Ac.
WETLANDS (OUTSIDE FLOODPLAIN)	-0.002 Ac.
WATERS	-0.000 Ac.
TEXAS EASTERN EASEMENT	-2.588 Ac.
SANITARY EASEMENT	-0.000 Ac.
TOTAL UNDEVELOPABLE AREA	9.441 Ac.
NET DEVELOPABLE AREA	27.462 Ac.

**OPEN SPACE NOTES**

1. COMMON OPEN SPACE SHALL NOT BE SEPARATELY SOLD & SHALL NOT BE DEVELOPED OR SUBDIVIDED.
2. OPEN SPACE SHALL BE OFFERED FOR DEDICATION TO THE TOWNSHIP.
3. SHOULD THE TOWNSHIP NOT ACCEPT THE DEDICATION, THE OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

**ZONING PLAN NOTES**

THIS PLAN REFERENCES AN "BOUNDARY & LOCATION SURVEY" PREPARED FOR REYNOLDS ACQUISITIONS, L.P. PREPARED BY: JAMES C. WEED, PA P.L.S. #SU075250 CONTROL POINT ASSOCIATES, INC. 1600 MANOR DRIVE, SUITE 100 CHALFONT, PA 18914 PROJECT NO. 02-190283 DATED: 08-22-2019 LAST REVISED: 08-28-2019

ADDRESS:  
 a) LAWTON 2505 ORVILLE ROAD HATFIELD TOWNSHIP MONTGOMERY COUNTY, PA TAX PARCEL NO. 350007893003 BLOCK 63A, UNIT 4  
 b) MILLER 2303 ORVILLE ROAD HATFIELD TOWNSHIP MONTGOMERY COUNTY, PA TAX PARCEL NO. 35000723009 BLOCK 63A, UNIT 5

EXISTING ZONING: R-1 RESIDENTIAL  
 EXISTING USE: SINGLE FAMILY DWELLING  
 PROPOSED USE: CLUSTER DEVELOPMENT (PERMITTED BY CONDITIONAL USE)

	REQUIRED	PROPOSED
MIN. TRACT AREA (GROSS):	10,000 Ac.	36.903 Ac.
MIN. LOT AREA:	12,000 S.F.	12,000 S.F.
MIN. LOT AREA (FLAG LOT):	18,000 SF	20,842 S.F.
MIN. LOT WIDTH:	80 FT.	86 FT.
MIN. YARD SETBACKS		
FRONT:	35 FT.	35 FT.
FRONT (FLAG LOT):	52.5 FT.	52.5 FT.
SIDE YARD (MIN.):	10 FT.	10 FT.
SIDE YARD (AGGREGATE):	30 FT.	30 FT.
REAR:	40 FT.	40 FT.
MAX. BUILDING HEIGHT:	35 FT.	< 35 FT.
MAX. BUILDING COVERAGE:	25%	24.45% (2,944 S.F.)
MAX. IMPERVIOUS COVERAGE:	35%	< 35%
MAX. DWELLING UNIT:	2.2 DU/DA (60 DU)	1.31 DU/DA (36 DU)
MAX. # FLAG LOTS (31-45 LOTS):	4	2

OPEN SPACE CALCULATIONS:  
 MIN. REQUIRED = 15% OF DEVELOPABLE AREA + 100% OF ALL UNDEVELOPABLE AREA  
 = (15% x 27.462 Ac.) + 9.441 Ac.  
 = 13.560 Ac.  
 PROVIDED = 16.807 Ac. GROSS  
 = 15.254 Ac. NET SWM AREAS

**CONCEPT PLAN GENERAL NOTES**

- 1) THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE OWNER COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE, AND OTHER APPLICABLE APPROVALS ARE NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF SAME REQUIREMENTS AND PROCUREMENT OF JURISDICTIONAL APPROVALS.
- 2) THIS CONCEPT PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED TO OUR OFFICE AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE AND MUST BE UPDATED UPON PERFORMANCE OF ADDITIONAL DUE DILIGENCE.



**BOHLER ENGINEERING**

SITE CIVIL AND CONSULTING ENGINEERING  
 LAND SURVEYING  
 PROJECT MANAGEMENT  
 LANDSCAPE ARCHITECTURE  
 SUSTAINABLE DESIGN  
 PERMITTING SERVICES  
 TRANSPORTATION SERVICES

**REVISIONS**

REV	DATE	COMMENT	DRAWN BY
1	09/23/19	GENERAL REVISION	SRK
2	09/26/19	GENERAL REVISION	SRK
3	09/27/19	GENERAL REVISION	SRK
4	10/04/19	GENERAL REVISION	AMT
5	10/15/19	GENERAL REVISION	SRK
6	10/16/19	GENERAL REVISION	SRK
7	10/17/19	GENERAL REVISION	SRK
8	10/29/19	GENERAL REVISION	SRK
9	12/19/19	GENERAL REVISION	JCF

**811**

Know what's below. Call before you dig.

PENNSYLVANIA  
 YOU MUST CALL 811 BEFORE ANY EXCAVATION WHETHER IT'S ON PRIVATE OR PUBLIC LAND.  
 1-800-242-1776

**NOT APPROVED FOR CONSTRUCTION**

PROJECT NO.: PC191199  
 DRAWN BY: SRK  
 CHECKED BY: SRK  
 DATE: 09/19/2019  
 SCALE: AS SHOWN  
 CAD I.D.: PC191199 CONCEPT A-S

PROJECT:  
**REYNOLDS ACQUISITIONS, L.P.**  
 PROPOSED RESIDENTIAL DEVELOPMENT 'BEXLEY'  
 2303 & 2505 ORVILLE ROAD  
 HATFIELD TOWNSHIP  
 MONTGOMERY COUNTY  
 PENNSYLVANIA  
 19440

**BOHLER ENGINEERING**

1600 MANOR DRIVE, SUITE 200  
 CHALFONT, PA 18914  
 Phone: (215) 996-9100  
 Fax: (215) 996-9102  
 www.BohlerEngineering.com

**PROFESSIONAL ENGINEER**  
 JAMES C. WEED, P.E.  
 PENNSYLVANIA LICENSE # 00004796  
 NEW JERSEY LICENSE # 35007893003

SHEET TITLE:  
**CONCEPT PLAN**  
 SHEET NUMBER:  
**1**  
 REVISION 9 - 12/19/19

R:\1919\DRAWINGS\CONCEPTS\CONCEPT AREV\PC191199 CONCEPT A-S - LAYOUT - HATFIELD TWP - ORVILLE RD - CONCEPT A-S\_2019\_12\_19



# AGREEMENT FOR THE SALE OF REAL ESTATE

**THIS AGREEMENT** is made this 10<sup>th</sup> day of JULY A.D. 2019 by and between the Parties identified in paragraph 1 below.

**1. PARTIES:**

**FRANCES J. LAWTON**  
2505 Orvilla Road  
Hatfield, PA 19440  
hereinafter called "Seller"

**REYNOLDS ACQUISITIONS, L.P.** or its Nominee or Assignee with Seller's consent which shall not be unreasonably withheld.  
404 Sumneytown Pike, Suite 200  
North Wales, PA 19454  
hereinafter called "Buyer"

**2. PROPERTY:** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase a portion a certain lots or pieces of ground and improvements thereon, situate in Hatfield Township, County of Montgomery, Pennsylvania consisting of +/- 15.42 acres being part of tax parcel 35-00-07693-00-3 with an address of 2505 Orvilla Road (the "Property"). The Seller shall retain approximately 4.5 acres of tax parcel 35-00-07693-00-3 inclusive of the existing structures (the "Retained Property"). The Property is also clearly shown on Exhibit "A" which is attached hereto and made a part hereof.

**3. PURCHASE PRICE:** ("Purchase Price"), which shall be paid to the Seller by the Buyer as follows:

(A) Initial Deposit to be paid on or before: (see Paragraph 5 below)	\$
(B) Second Deposit to be paid on or before: (see Paragraph 5 below)	\$
(C) Balance in cash, certified check or title company check at time of Settlement:	\$ _____
<b>TOTAL</b>	<b>\$</b>

(D) The Purchase Price is conditioned on the Buyer obtaining approval from Hatfield Township on terms and conditions satisfactory to Buyer for a plan to allow the development of the Property as a community containing a minimum of \_\_\_\_\_ new single-family detached lots (Buyer's Plan). Buyer shall at all times exercise best efforts to obtain

(E) The Purchase Price shall be increased in the amount of \_\_\_\_\_ for each single family detached residential lot in excess of \_\_\_\_\_ that the final approved plan yields. In addition, the Purchase Price shall be decreased in the amount of \_\_\_\_\_ for each single family detached residential lot less than \_\_\_\_\_ that the final approved plan yields. However, it is agreed that the minimum Purchase Price, regardless of the final lot yield, shall be

**4. MORTGAGE CONTINGENCY:** This sale is not contingent upon any mortgage financing unless otherwise provided by addendum.

**5. DEPOSIT:** The \_\_\_\_\_ referred to in paragraph 3(A) ("Initial Deposit") shall be delivered within \_\_\_\_\_ business days after the Effective Date (as defined below) of the Agreement, to North Penn Abstract ("Escrowee") for deposit in an interest-bearing account, with interest going to Buyer. The \_\_\_\_\_ referred to in paragraph 3(B) ("Second Deposit") shall be delivered within \_\_\_\_\_ business days after the successful completion of the Inspection Period as detailed in Paragraph 6 below to the Escrowee for deposit in an interest-bearing account, with interest going to Buyer. The Initial Deposit and Second Deposit once remitted to Escrowee, together with any interest (sometimes referred to as "Deposits") shall be credited to the Purchase Price at the time of Settlement. In the event Settlement does not occur solely as a result of Seller's default, or in the event all Conditions Precedent (as set forth in Paragraph 8) have not been either satisfied or waived by Buyer, the Deposits together with interest shall be refunded to Buyer.

**6. INSPECTION PERIOD/ENTRY PRIOR TO SETTLEMENT:** Buyer shall have a period of \_\_\_\_\_ days from and after the Effective Date of the Agreement to inspect the Property and any structures located on the Property, ascertain the condition of title to the Property, ascertain the zoning for the Property with Hatfield Township and to investigate the feasibility of developing the Property as a community containing a minimum of \_\_\_\_\_ single family detached lots. ("Inspection Period").

Subject to prior reasonable notice to Seller, Buyer, Buyer's agents, representatives, engineers, and surveyors shall have the right from time to time from and after the date of this Agreement until date of Settlement or earlier termination to enter upon the Property for the purpose of inspection, preparation of plans, taking of

Buyer's Initials   
Confidential

Seller's Initials \_\_\_\_\_

measurements, the making of test pits, holes or borings, or any other test necessary to determine the condition of the soil or presence of rock, and, generally, for the ascertainment of the condition of the Property and the obtaining of such information and data as may be necessary to Buyer, subject only to Buyer's agreement to restore the Property as nearly as practicable to its prior condition. Buyer shall use its best efforts to have its construction vehicles use Pelham Drive for access and egress to and from the Property as opposed to Seller's driveway.

Buyer agrees to indemnify, defend and hold harmless Seller from and against all claims, losses, costs, expenses, liabilities and damages which arise from the conduct thereof or the entry upon the Property by Buyer, its agents, contractors, consultants, employees or representatives. Buyer shall provide Seller with a certificate of insurance showing at least of general liability insurance in the aggregate, and further naming Seller as an additional insured thereunder.

In order to expedite the Inspection Period, Seller shall deliver or make available to Buyer without cost, all existing plans, studies, reports, etc. if any, relating to the Property, which shall be returned to Seller only in the event Settlement does not occur under this Agreement. Buyer may, at Buyer's sole discretion, elect to terminate this Agreement at any time prior to the conclusion of the Inspection Period if Buyer is not satisfied, in Buyer's sole discretion, with the suitability of the Property for Buyer's intended use. In the event Buyer elects to terminate this Agreement under this paragraph, written notice of such election shall be forwarded to Seller on or before the expiration of the Inspection Period in which event, the Escrowee shall return the Deposit, together with interest, to Buyer and this Agreement shall become null and void.


**7. ENVIRONMENTAL:** As a material inducement for Buyer to purchase the Property, Seller hereby covenants, represents and warrants to Buyer that, to the best of Seller's knowledge and belief:

- (A) The Property is not contaminated with any hazardous substance.
- (B) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property.
- (C) The Property is not subject to any federal, state or local "Superfund" lien, proceedings, claim, liability or action or the threat or likelihood thereof, for the cleanup, removal, or remediation of any hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable.
- (D) There is no asbestos on the Property.
- (E) There is no underground storage tank on the Property.
- (F) There is no radon in levels considered harmful by the federal and state regulatory agencies, on the Property.
- (G) There is no urea-formaldehyde on the Property.
- (H) There is no oil or oil byproduct on the Property.
- (I) By acquiring this Property, Buyer will not incur or be subjected to any "Superfund" liability for the clean up, removal or remediation of any hazardous substance from the Property or any liability, cost or expense for the removal of any asbestos, underground storage tanks, radon or urea-formaldehyde or other hazardous substances from the Property.
- (J) Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expense (including, without limitation, attorneys fees) arising or resulting from, or suffered, sustained or incurred by Buyer as a result (direct or indirect) of, the untruth or inaccuracy of any of the foregoing matters represented and warranted by Seller to Buyer or the breach of any of the foregoing covenants and warranties of Seller which indemnity shall survive the closing hereunder. All of the foregoing covenants, representations and warranties shall be true and correct at the time of settlement hereunder and shall survive the settlement.

The terms "hazardous substance", "release", "removal" as used herein shall have the same meaning and definition as set forth in Paragraphs 14, 20, 22 and 23, respectively, of Title 42 U.S.C. 9601 and in Pennsylvania Hazardous Sites Clean Up Act and other applicable state law provided; however, that the term "hazardous substance" as used herein also shall include "hazardous waste" as defined in Paragraph 5 of 42 U.S.C. 6903 and "petroleum" as defined in Paragraph 8 of 42 U.S.C. 6991. The term "Superfund" as used herein means the Comprehensive Environmental Response Compensation and Liability Act, as amended being, Title 42 U.S.C. 9601, et seq., as amended, any similar state statute or local ordinance applicable to the Mortgaged Premises, including without limitation, the Hazardous Site Clean Up Act, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in Paragraph 1 of 42 U.S.C. 6991. The term "on the Property" shall mean, on, beneath, upon, above, within or otherwise touching upon the Property.

**8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION:** The obligation of Buyer under the terms of this Agreement to purchase the Property from Seller is subject to the satisfaction at or prior to the time of Settlement of each of the following conditions, any one or more of which may be waived in full or in part by Buyer:

- (A) Buyer shall have obtained, at Buyer's sole cost and expense, approval on terms and conditions satisfactory to Buyer of a Conditional Use and Final Subdivision and Land Development Plan ("Buyer's

Buyer's Initials 

Seller's Initials 

Plan") from Hatfield Township showing the approval of all requisite governmental agencies for a residential development containing a minimum of \_\_\_\_\_ new single-family detached lots.

- (B) In addition to approval of Buyer's Plan as set forth hereinabove, Buyer shall have received any and all other necessary permits and approvals from any and all other governmental agencies or municipal authorities, including, without limitation, those of the Hatfield Township, Montgomery County, Commonwealth of Pennsylvania, and the United States federal government, necessary to enable Buyer to obtain building permits for the erection of residential dwelling units in accordance with Buyer's Plan without any restriction or restrictions whatsoever which would preclude the issuance of both building and occupancy permits upon compliance with the terms and conditions required for the issuance of such building and occupancy permit or permits. Seller agrees to reasonably cooperate, assist and in no way impede Buyer in Buyer's efforts to secure Buyer's Plan and all necessary permits and approvals, including without limitation, signing plans and any applications for permits and approvals.
- (C) All required capacity and permits for the installation and hookup of public sewer facilities (including a sewage pump station(s), if required) and public water facilities shall be available. In the event of a sewer or water moratorium, Settlement shall be extended until such time as the moratorium is lifted so that Buyer may connect to water and/or sewer facilities.
- (D) All other essential utilities, including electricity, gas if available, and telephone adequate to service the Property shall be available at the boundary of the Property.
- (E) There shall have been no appeals filed challenging the approval of the Buyer's Plan or of any permit or approval necessary to develop the Property in accordance with Buyer's Plan, and any and all appeal periods from any permit or approval shall have expired prior to the date of Settlement.

**9. SETTLEMENT:** Settlement shall occur no later than \_\_\_\_\_ from the satisfactory completion of the Inspection Period. In the event the Conditions Precedent are not met, Buyer shall have the option to extend settlement for two (2) additional periods up to of \_\_\_\_\_ each. If Settlement extension(s) is requested, Buyer will deposit an additional down payment of \_\_\_\_\_ for each extension in escrow with the Escrowee on or before the required Settlement date. Said additional deposit shall be credited against the Purchase Price at the time of Settlement, provided that the extension payments shall be nonrefundable and shall be paid to Seller in the event that Settlement does not take place as a result of the Conditions Precedent not being satisfied.

**10. NOTICES & ASSESSMENTS:**

- (A) Seller represents and warrants that, as of the date of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any governmental or public authority has been served upon the Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected. Seller further represents and warrants that Seller knows of no condition that would constitute violation of any such ordinances that remain uncorrected.
- (B) If required by law, Seller shall deliver to Buyer on or before Settlement, a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.
- (C) Seller will be responsible for any notice of improvements or assessments received on or before the date of Settlement.

**11. TITLE & COSTS:**

- (A) The Property shall be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following: ordinances, easements of roads and easements visible upon the ground; otherwise title to the above described Property shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) In the event the Seller is unable to convey title in accordance with paragraph 11(A), Buyer shall have the option of (1) deducting such portion of the Purchase Price as is necessary to pay such lien or (2) terminating this Agreement. In the latter event the Deposits and interest earned on the Deposits shall be returned to Buyer; neither party shall have any further liability or obligation to the other; and this Agreement shall become null and void.
- (C) The Buyer will pay for the following:
  - (1) The premium for mechanics lien insurance and/or title searches, or fees for cancellation of same, if any.
  - (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any.
  - (3) Appraisal fees and charges paid in advance to mortgagee, if any.
  - (4) Buyer's normal Settlement costs and accruals.
- (D) Any survey(s) shall be secured and paid for by the Buyer.
- (E) Subsequent to the date of its execution of this Agreement, Seller shall not create or suffer to exist any manner of lien or encumbrance upon or affecting title to the Property that is not existing as of the date of Sellers' signing of this Agreement. Any subsequent lien or encumbrance shall be cause for termination of the Agreement at Buyer's option and shall constitute a breach of this Agreement by Seller.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

**12. FIXTURES, TREES, SHRUBBERY, ETC:** Seller hereby warrants that it will deliver good title to the Property described in this paragraph and to any other fixtures or items specifically scheduled and to be included in this sale:

- (A) Seller agrees to deliver possession of the Property to the Buyer at the Closing free from all tenants or parties in possession. Seller will certify that there are no contracts, leases or other encumbrances at Closing. Seller shall have the obligation to remove from the Property prior to Closing any and all of Seller's personal property and equipment, located on the Property.
- (B) All trees, shrubbery, plantings, now in or on the Property, if any, unless specifically excepted in this Agreement, are included in the sale and Purchase Price. None of the above-mentioned items shall be removed by the Seller from the Property after the date of this Agreement.

**13. ESCROWEE:** Except as otherwise specifically provided for in this Agreement, the Initial Deposit and Second Deposit(s) shall be paid to the Escrowee per paragraph 5, who shall retain them in an interest bearing escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations, unless otherwise provided herein. The Escrowee may, at his, or its sole option, hold any uncashed check tendered as Deposit, pending acceptance of this offer. In the event of litigation for the return of the Deposits and/or interest earned thereon, Escrowee will distribute the monies pursuant to a final court order of court or the agreement of the parties. Buyer and Seller agree that in the event Escrowee herein is joined in litigation for the return of the Deposits and/or interest, the attorneys' fees and costs of the Escrowee will be paid by the party adding Escrowee to the litigation. Seller and Buyer agree that Escrowee is responsible only for safekeeping of the fund and shall not be required to determine any question of law or of fact.

**14. POSSESSION AND TENDER:**

- (A) Possession of the Property is to be delivered by an executed recordable Special Warranty Deed.
- (B) Seller will not enter into any new lease, written extension of existing leases, if any, or additional leases for the Property or any building on the Property without prior written consent of Buyer.
- (C) Formal tender of an executed deed and purchase money mortgage is hereby waived.
- (D) Buyer reserves the right to make a pre-settlement inspection of the subject Property.

**15. TAXES:**

- (A) Payment of transfer taxes will be divided equally between Buyer and Seller.
- (B) Taxes will be apportioned pro-rata on a per diem basis. Rents, water and sewer rents, lienable municipal services, interest on mortgage assumptions, condominium fees and homeowner association fees, if any, will be apportioned pro-rata at time of Settlement. In the event that the Property has, at any time prior to Settlement, been subject to a covenant with the County of Montgomery or any other governmental agency pursuant to Act 319 or Act 515, then, and in that event, regardless of whether the conveyance of the Property constitutes a breach of such covenant at the time of Settlement by means of a voluntary breach of the covenant by Seller, Seller shall be solely responsible for any and all accrued taxes, interest and penalty imposed upon the Property from the commencement of any covenant under Act 319 or Act 515 up to and including the date of Settlement, which taxes, interest and penalty shall be satisfied at the time of Settlement, or an amount sufficient to induce Buyer's title company to insure title free and clear of such covenant shall be placed in escrow with the title company at Settlement. This obligation to Seller shall survive Settlement.

**16. MAINTENANCE AND RISK OF LOSS:**

- (A) Seller shall maintain the Property, including all items mentioned in paragraph 12 herein and any personal property specifically scheduled herein, in its present condition, normal wear and tear excepted.
- (B) Seller shall bear risk of loss from fire or other casualties until time of Settlement. In the event of damage to the Property or to any personal property included in this sale by fire or other causality which is not repaired or replaced prior to Settlement, Buyer shall have the option of (1) terminating this Agreement and receiving all monies paid on account of the Purchase Price, together with interest earned thereon or (2) accepting the Property in its then present condition together with a credit against the Purchase Price in an amount equal to any insurance proceeds which have been paid to Seller and an assignment of the rights to any further insurance and/or recovery to which Seller is or may be entitled.

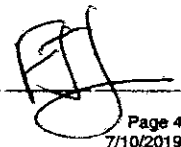
**17. BROKERAGE:** Buyer represents and warrants to the Seller that they have dealt with no real estate broker or intermediaries.

**18. SIGNS:** After receipt of Preliminary Plan Approval, Buyer shall have the right to erect signs on the Property in accordance with the ordinances of Hatfield Township advertising Buyer's proposed development.

**19. SALES TRAILER:** After receipt of Preliminary Plan Approval, Buyer shall have the right to place a sales trailer on the Property in accordance with the ordinances of Hatfield Township.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_



Page 4  
7/10/2019

**20. ASSIGNMENT:** This Agreement shall be binding upon the Parties, their respective heirs, personal representatives, guardians, successors, and assigns. In the event that Buyer assigns the Agreement, Buyer shall be responsible, and shall indemnify and hold Seller harmless, in connection with any additional transfer tax that may be imposed as a result of the Assignment. Notwithstanding the forgoing, Buyer agrees that WB Homes shall be the general contractor in charge of construction.

**21. DEFAULT/TIME OF THE ESSENCE:** The said time for Settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement.

(A) Should the Buyer fail to make any additional payments as specified in paragraph 3 or 4, or violate or fail to fulfill and perform any other terms or conditions of this Agreement, Buyer shall have a period of business days (the "Cure Period") from the date a written notice of Default is received from Seller within which to cure the non-payment, violation or failure to perform under this Agreement; provided, however, that if Buyer does not cure within the Cure Period, then, and in such event, Seller's sole remedy shall be to receive all sums which have been paid to Escrow Agent on account of the Purchase Price, together with interest, which sums, may be retained by Seller as liquidated damages. In this event, Seller and Buyer shall each be released from further liability or obligation to the other and this Agreement shall be NULL AND VOID.

(B) Should the Seller violate or fail to perform any terms or conditions of this Agreement, then in such case, Buyer shall be entitled to receive all sums which have been paid to Escrow Agent on account of the Purchase Price, together with interest or specific performance.

**22. RIGHTS IN THE EVENT OF CONDEMNATION:**

In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of any such proceedings, Buyer shall have the right, at Buyer's election, (1) to purchase the Property pursuant to the terms of the Agreement with a reduction in the Purchase Price equal to any awards or other proceeds received by the Seller with respect to any taking and, in such event, at Settlement, Seller shall assign to Buyer all remaining rights of Seller in and to any awards or other proceeds payable by reason of such taking, or (2) to terminate this Agreement, in which event Buyer shall be repaid all monies paid by Buyer to Seller or to Escrowee on account of the Purchase Price, together with interest. In the latter event, neither Seller nor Buyer shall have any further liability or obligation and this Agreement shall become NULL AND VOID. Seller shall notify Buyer of eminent domain proceedings promptly after Seller learns of any such proceedings. These provisions shall supersede, where inconsistent, the provisions set forth herein with respect to title, costs, default and time of the essence.

**23. CONDITION OF PROPERTY:** The Buyer agrees to purchase the Property in its present condition unless otherwise specified herein.

**24. INTEGRATION:** This Agreement contains the whole Agreement between the Seller and the Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale.

**25. AMENDMENT:** This Agreement shall not be altered, amended, changed or modified except in writing executed by the parties.

**26. EXECUTION; EFFECTIVE DATE:** The Effective Date of this Agreement shall be the date on which Buyer receives a fully executed original of the Agreement (the "Effective Date"), which date shall be inserted at the top of the first page hereof by Buyer. This Agreement may be signed in counterpart(s). Facsimile signatures shall be binding on the parties.

**27. LEGAL ADVICE:** Seller and Buyer each acknowledge and agree that they have had the right to consult with counsel prior to the execution of this Agreement and that they have consulted with counsel or knowingly waived the right to do so.

**28. SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Seller covenants, represents and warrants to Buyer that Seller is the sole legal owner of the Property in fee simple and the Property is not subject to any option, right of first refusal or agreement of sale. There are no leases in effect as of the date of this Agreement, except as may be disclosed by Seller at time of execution of this Agreement. Seller shall deliver to Buyer a copy of any such Lease Agreements within business days of execution of this Agreement. If such Lease Agreements have not been reduced to writing, Seller shall deliver to Buyer within business days of execution of this Agreement, a written summary of the terms and conditions of any such Lease Agreements. Seller has the full authority to execute, deliver and perform this Agreement and all Agreements and documents referred to in this Agreement. All persons who have an interest in the Property are identified as Seller and the persons who have executed this Agreement on behalf of the Seller have the capacity to do so; and Seller agrees to cooperate, assist and in no way impede Buyer in Buyer's efforts to secure Buyer's Plan and all necessary permits and approvals, including without limitation, signing plans and any applications for

Buyer's Initials     *CB*    

Seller's Initials     *EF*

permits and approvals.

**29. BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Buyer covenants, represents and warrants to Seller that they develop the Property generally in accordance with the Plan shown as part of Exhibit "A" subject to the rules, regulations and reviews of all agencies of jurisdiction and full and complete property survey. Buyer further represents, warrants and covenants to Seller that Buyer will, to the greatest extent practical while not reducing the minimum lot yield, endeavor to preserve as many trees along the property boundaries with the existing adjacent property owners. Buyer further represents, warrants and covenants to Seller that Buyer will preserve and not remove the large Maple Tree that is shown on Exhibit "A" in the HOA Open Space lot next to lot 10. Buyer further represents, warrants and covenants to Seller that Buyer will include a fifty feet wide Right of Way from the proposed new public street to be developed as part of Buyer's Plan to the Retained Property and clearly note this Right of Way is to the benefit of and to be used by the Retained Property. Buyer represents, warrants and covenants to Seller that Buyer will provide a point of connection to the proposed sanitary sewer and public water lines installed by Buyer as part of Buyer's Plan for the future connection of the Retained Property. Seller or the future owners of the Retained Property shall be solely responsible for the cost to connect to the sanitary sewer and/or public water and shall solely bear the cost of any and all connection and tapping fees, meters, and inspection fees related to said connection unless Seller is required to connect to the sanitary sewer as a result of Buyer's construction creating an adverse impact on Seller's septic system.

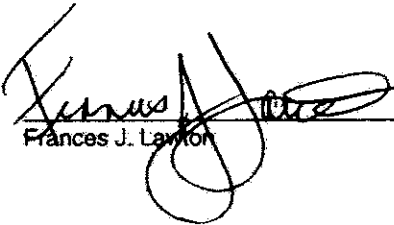
**30. BUSINESS DAY:** If any period, event or condition expires on a day which is not a business day, such period, event or condition shall expire on the next succeeding business day. "Business Day" shall mean any day other than Saturday, Sunday, or any Federal and State legal holiday.

**31. EXPIRATION:** In the event this Agreement is not executed by Seller by \_\_\_\_\_ this offer shall expire and Buyer shall have no obligation hereunder.

**APPROVAL BY BUYER:**  
Reynolds Acquisitions, L.P.  
By its Sole General Partner  
Prospect Acquisitions Development Corp.

**APPROVAL BY SELLER:**

  
\_\_\_\_\_  
By: Christopher R. Canavan  
Senior Vice President  
7/10/19  
DATE

  
\_\_\_\_\_  
Frances J. Lorton  
7/10/19  
DATE

Buyer's Initials CR

Seller's Initials FJL



EXHIBIT "A"

Buyer's Initials



Confidential

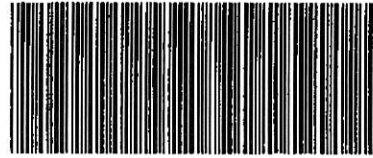
Seller's Initials







**DEED BK 5869 PG 00789 to 00795**  
**INSTRUMENT # : 2013037244**  
**RECORDED DATE: 04/08/2013 02:09:44 PM**



2899173-0005.

**RECORDER OF DEEDS**  
**MONTGOMERY COUNTY**  
*Nancy J. Becker*

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

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 7

<b>Document Type:</b> Deed	<b>Transaction #:</b> 2858549 - 1 Doc(s)
<b>Document Date:</b> 04/05/2013	<b>Document Page Count:</b> 6
<b>Reference Info:</b>	<b>Operator Id:</b> laurelm

<b>RETURN TO:</b> (Mail) DIANE H. YAZUJIAN ESQ. PO BOX 1099 NORTH WALES, PA 19454	<b>PAID BY:</b> DIANE H YAZUJIAN ESQ
--	---

**\* PROPERTY DATA:**  
 Parcel ID #: 35-00-07693-00-3  
 Address: 2505 ORVILLA RD  
  
 HATFIELD PA  
 19440  
 Municipality: Hatfield Township (100%)  
 School District: North Penn

**\* ASSOCIATED DOCUMENT(S):**

<b>CONSIDERATION/SECURED AMT:</b>	<b>\$1.00</b>
<b>TAXABLE AMOUNT:</b>	<b>\$0.00</b>
<b>FEES / TAXES:</b>	
Recording Fee:Deed	\$78.00
Additional Pages Fee	\$4.00
Affordable Housing Pages	\$8.00
<b>Total:</b>	<b>\$90.00</b>

DEED BK 5869 PG 00789 to 00795  
 Recorded Date: 04/08/2013 02:09:44 PM

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



**Nancy J. Becker**  
**Recorder of Deeds**

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always supersedes.  
 \*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



RECORDER OF DEEDS  
MONTGOMERY COUNTY

Prepared By: Diane H. Yazujian, Esquire  
Return To: Diane H. Yazujian, Esquire  
P.O. Box 1099  
North Wales, PA 19454  
(215) 699-2203

2013 APR -8 AM 10:31

Parcel No.: 35-00-07693-00-3

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
35-00-07693-00-3 HATFIELD TWP  
2505 ORVILLA RD  
DUBROFF CHARLOTTE R &  
B 063A U 003 L 0319 DATE: 04/08/2013

\$10.00  
LG

**This Indenture Made the** 5<sup>th</sup> day of April, in the  
year of our Lord Two Thousand and Thirteen (2013).

**Between** FRANCES DUBROFF-LAWTON, (hereinafter called the  
Grantor), of the one part, and

FRANCES J. LAWTON (hereinafter called the Grantee), of the other  
part,

**Witnesseth**, That the said Grantor for and in consideration of the  
sum of One Dollar (\$1.00) lawful money of the United States of  
America, unto her well and truly paid by the said Grantee, at or  
before the sealing and delivery hereof, the receipt whereof is  
hereby acknowledged, has granted, bargained and sold, released and  
confirmed, and by these presents does grant, bargain and sell,  
release and confirm unto the said Grantee, her heirs and assigns,  
in fee:

**ALL THAT CERTAIN MESSAGE** and tract of land together with  
the dwelling and building now thereon erected situate in Hatfield  
Township, Montgomery County, Pennsylvania, designated as Tract 1  
on a plan dated September 25, 1942, as prepared by Stanley F.  
Moyer, surveyor, described as follows, to wit:

**BEGINNING** at an iron pin the center line of Orvilla Road  
between the Cowpath Road and the Bethlehem Pike, said pin being a  
corner of land now or late of Marvin B. Moore; thence extending  
along the same and other land of Wm. A. White and Susan K., his  
wife, South forty-nine degrees fifty minutes East the distance of





nine hundred fifty-eight and forty-eight hundredths feet (s.49 deg. 50 min. E. 958.48 ft.) to an iron pin a corner; thence along other land of Wm. A. White and Susan K., his wife, of which this was apart, South twenty-six degrees forty minutes East the distance of four hundred feet (S. 26 deg. 40 min. E. 400 ft.) to an iron pin, a corner of land now or late of Walter H. Stewart; thence along the same South forty-one degrees forty minutes West the distance of one thousand four hundred nineteen and fifty-two hundredths feet (S. 41 deg. 40 min. W. 1,419.52 ft.) to an iron pin in the middle of the Neshaminy Creek near a Spanish Oak Tree; thence up the Creek bed North forty-eight degrees six minutes West the distance of three hundred twenty-six and seven tenths feet (N. 48 deg. 6 min. W. 326.7 ft.) to an iron pin, a corner of land now or late of Horace W. Lincoln; thence along the same and land now or late of John Kerr North thirty-four degrees fifty-seven minutes East the distance of one thousand fifty-six feet (N. 34 deg. 57 min. E. 1,056 ft.) to an iron pin a corner; thence still along land now or late of John Kerr North forty-seven degrees fifty-six minutes West the distance of eight hundred fifty-seven and fifty-two hundredths feet (N. 47 deg. 56 min. W. 857.52 ft.) to an iron pin in the center line of Orvilla Road; thence along the same North thirty-nine degrees two minutes East the distance of four hundred eighty-six and thirty-four hundredths feet to the place of BEGINNING.

**CONTAINING** twenty-four and four hundred forty-nine thousandths acres (24.449 Ac.) of land, more or less.

**EXCEPTING AND RESERVING THEREOUT AND THEREFROM,** ALL THAT CERTAIN lot or piece of ground situate on the South side of Orvilla Road, extending from the Cowpath Road to the Bethlehem Pike in the Township of Hatfield, County of Montgomery, and Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Stanley F. Moyer, Registered Engineer, Souderton, Pennsylvania, dated September 25, 1942, revised April 10, 1951, as follows, to wit:

**BEGINNING** at a spike, a corner of lands formerly of John Kerr, now of Marvin S. Wampole, et ux, in the middle of the Orvilla Road; thirty-three feet wide (33 ft.) as now laid out; thence extending along the middle of the same North thirty-nine degrees two minutes East the distance of one hundred fifty feet (N. 39 deg. 2 min. E. 150 ft.) thence along other lands of Grantors of which this was a part the next two courses and distances: South fifty degrees fifty-eight minutes East the distance of five hundred thirty-one feet (S. 50 deg. 58 min. E. 531.00 ft.) to a corner; thence South thirty-nine degrees two minutes West the distance of one hundred seventy-eight and fourteen hundredths feet (S. 39 deg. 2 min. W. 178.14 ft.) to a corner in line of land formerly of John Kerr, now of Marvin S. Wampole, et ux; thence along the same North



forty-seven degrees fifty-six minutes West the distance of five hundred thirty-one and seventy-four hundredths feet (N. 47 deg. 56 min. W. 531.74 ft.) to the place of BEGINNING.

**CONTAINING** two acres (2 Ac.) of land, more or less.

**BEING** Tract 1A on said plan.

**ALSO, EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN** lot or piece of land situate in the Township of Hatfield, County of Montgomery and Commonwealth of Pennsylvania, bounded and described in accordance with a survey and plan thereof made by Stanley F. Moyer, Souderton, Pennsylvania, Registered Professional Engineer, dated September 25, 1942, revised April 10, 1951, and April 30, 1954, as follows, to wit:

**BEGINNING** at an iron pin set in the center line of Orvilla Road a corner of land now or late of Samuel M. Moyer; thence extending along the said center line of said Orvilla Road North thirty-nine degrees two minutes East the distance of one hundred fifty feet (N. 39 deg. 2 min. E. 150 ft.) to an iron pin a corner; thence extending by other land of E. Russell Matz, et ux; of which this was a part, the next two courses and distances: (1) South fifty degrees fifty-eight minutes East the distance of two hundred fifty feet (S. 50 deg. 58 min. E. 250 ft.) to an iron pin a corner and (2) South thirty-nine degrees two minutes West the distance of one hundred fifty feet (S. 39 deg. 2 min. W. 150 ft.) to an iron pin a corner; thence by the aforesaid land now or late of Samuel M. Moyer North fifty degrees fifty-eight minutes West the distance of two hundred fifty feet (N. 50 deg. 58 min. W. 250 ft.) to the first mentioned point and place of BEGINNING.

**ALSO EXCEPTING THEREFROM AND THEREOUT ALL THAT CERTAIN** tract of land situate on the Southeasterly side of Orvilla Road, running between Cowpath Road and Bethlehem Pike in the Township of Hatfield, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a survey made by Stanley F. Moyer, Registered Engineer, dated September 25, 1942, revised April 10, 1951, April 30, 1954, and October 6, 1955, as follows:

**BEGINNING** at a point in the bed of Orvilla Road in line of Lot 1-B said point being the distance of sixteen and five tenths feet (16.5 ft.) Northwesterly of an iron pin in the Southeasterly side of line of said Orvilla Road; thence in and along the bed of Orvilla Road North thirty-nine degrees two minutes East the distance of one hundred fifty feet (N. 39 deg. 2 min. E. 150 ft.) to a point a corner in line of other land of E. Russell Matz of





which this was a part; thence along the same the two following courses and distances South fifty degrees eight minutes East two hundred fifty feet (S. 50 deg. 58 min. E. 250.00 ft.) to an iron pin; thence South thirty-nine degrees two minutes West one hundred fifty feet (S. 39 deg. 2 min. W. 150.00 ft.) to an iron pin in line of Lot 1-B; thence along the same North fifty degrees fifty-eight minutes West two hundred fifty feet (N. 50 deg. 58 min. W. 250.00 ft.) crossing an iron pin in the sideline of Orvilla Road, to appoint in the bed of Orvilla Road the place of BEGINNING.

**CONTAINING** thirty-seven thousand five hundred square feet (37,500 sq. ft.) of land, more or less.

**BEING** THE SAME PREMISES which CHARLOTTE R. DUBROFF and FRANCES DUBROFF-LAWTON, as Tenants in Common, by Deed dated November 11, 1993, recorded in the Office for the Recording of Deeds, in and for the County of Montgomery, at Norristown, Pennsylvania, in Deed Book 5061 page 1085 &c., granted and conveyed unto CHARLOTTE R. DUBROFF and FRANCES DUBROFF-LAWTON, as Joint Tenants with Rights of Survivorship.

**AND THE SAID** CHARLOTTE R. DUBROFF departed this life on the 1<sup>st</sup> day of October, 2012, whereby title to the premises became vested in FRANCES DUBROFF-LAWTON by right of survivorship.

**AND THE SAID** FRANCES DUBROFF-LAWTON is also known as FRANCES J. LAWTON.

**BEING** Tax Parcel Number 35-00-07693-00-3

**THIS IS A CONVEYANCE FROM THE GRANTOR TO HERSELF AND IS THEREFORE EXEMPT FROM TRANSFER TAX.**

**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 any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of her, the said Grantor, as well at law as in equity, of, in, and to the same.

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



**And** the said Grantor, for herself, her executors and administrators does covenant, grant, promise and agree, to and with the said Grantee, her heirs and assigns, by these presents, that she the said Grantor and her heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantor and her heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, them or any of them, shall and will

**WARRANT and forever DEFEND.**

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

**Scaled and Delivered  
IN THE PRESENCE OF US:**

*Mary Beth Neal*

*Frances Dubroff Lawton* (SEAL)  
FRANCES DUBROFF LAWTON





Commonwealth of Pennsylvania:

: ss

County of Montgomery :

On this, the 5<sup>th</sup> day of April, 2013, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared **FRANCES DUBROFF-LAWTON**, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
DIANE H. YAZUJIAN, Notary Public  
Upper Gwynedd Twp., Montgomery County  
My Commission Expires March 19, 2015

---

FRANCES DUBROFF-LAWTON  
to  
FRANCES J. LAWTON

Premises: 2505 E. Orvilla Road  
Hatfield Township  
Montgomery County, PA

---

The residence of the within-named Grantee is:

2505 Orvilla Road  
Hatfield, PA 19440

On Behalf of the Grantee



AGREEMENT

THIS AGREEMENT made this 30<sup>th</sup> day of October, 2019, entered into by and between James T. Corrigan and Margaretann C. Corrigan, husband and wife, having an address of 993 Pelham Drive, Hatfield, PA 19440, hereinafter referred to as Corrigan.

AND

REYNOLDS ACQUISITIONS, LP, having an address of 404 North Sumneytown Pike, Suite 200, North Wales, PA 19454, hereinafter referred to as Reynolds.

WITNESSETH:

The parties hereto, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, agree upon the exchange by Corrigan to Reynolds of a portion of the property located at 993 Pelham Drive, Hatfield Township, Montgomery County, Pennsylvania, being Tax Parcel Number 35-00-008409-60-1, Tax Block 63H, Unit 79, consisting of vacant land being approximately .21 acres (hereinafter referred to as the "Corrigan Property"), in return for a portion of the property being Tax Parcel Number 35-00-07693-00-3, Tax Block 63A, Unit 3, consisting of vacant land being approximately .21 acres (hereinafter referred to as the "Reynolds Property". The Corrigan Property and the Reynolds Property are both further described on the Plan attached as Exhibit "A" and the legal descriptions attached as Exhibit "B" attached hereto and made a part hereof.

1. **PURCHASE PRICE** - Consideration for the Property shall be an even land swap exchange for property owned by Corrigan, being the Corrigan Property for property owned by Reynolds, being the Reynolds Property.

2. **SETTLEMENT** - Settlement shall be held on or before 30 days following the date Reynolds settles on the purchase of an adjacent parcel of land in Hatfield Township known as parcel number 35-00-07693-00-3 (a portion of). Such settlement shall be held in the office of the title company insuring Reynolds' title, and possession of the Corrigan Property conveyed shall be delivered to Reynolds at that time, free of all liens, mortgages, encumbrances, leases or other occupancy.

3. **TITLE** - Title shall be free and clear of all liens and encumbrances, and shall be good and marketable and such as will be insured by any reputable title insurance company of Reynolds's selection at regular premiums. However, should any objection to the title consist of an unpaid lien of a defined amount which the Corrigan should have discharged, the Reynolds may deduct the amount thereof with the cost of discharge from the purchase money to be paid at closing. Corrigan warrants that Corrigan is the only holder of legal title to the premises, and that there are no holders of an equitable interest or title to the premises, that Corrigan is under no restriction which would prohibit or prevent its conveyance of title as herein required, that all persons beneficially interested in Corrigan or the premises have consented to the execution of this Agreement, and that it will do nothing or suffer anything which would impair or hinder its ability so to convey.

4. **DEED** - At settlement Corrigan shall deliver a duly executed recordable special warranty Deed or Deeds, sufficient to vest in the Reynolds fee simple good and marketable title to the Corrigan Property as hereinabove set forth including any and all interest of Corrigan in the beds of roads abutting the Corrigan Property. Likewise at settlement, Reynolds shall deliver a duly executed recordable special warranty Deed or Deeds, sufficient to vest in Corrigan fee simple good

and marketable title to the Reynolds Property as hereinabove set forth including any and all interest of Corrigan in the beds of roads abutting the Reynolds Property.

5. **ADJUSTMENTS** - Water and sewer charges, and rents, if any, shall be adjusted and apportioned as of the date of closing. Real estate taxes shall be adjusted on the basis of the fiscal year for which assessed. Apportionment of real estate taxes shall be on the basis of the average assessed value of vacant ground in the immediate vicinity of the subject premises used by the Board of Assessment and Revision of Taxes in the year of settlement or on actual tax bills if the parcels have separate assessments. Real estate transfer taxes shall be shared equally by Reynolds and Corrigan.

6. **ITEMS INCLUDED** - Any and all trees, shrubbery, and plants now in or on either the Corrigan Property or the Reynolds Property are herein intended to be conveyed, unless specifically excepted in this Agreement, are included in this sale and purchase price and shall become the property of the other at the time of settlement of this transaction.

7. **ASSESSMENTS** - The parties represent and warrant that no work for municipal improvements or levies has been commenced in connection with their respective properties or on any road immediately adjacent thereto which remains unpaid. Any such notices or ordinances filed prior to settlement are to be complied with at the expense of each owner prior to or simultaneous with conveyance.

8. **TERMINATION** - If, at any time prior to the time fixed for settlement, Reynolds shall, in Reynolds's sole discretion, after extending good faith and reasonable efforts, determine it unlikely that the conditions to Reynolds's obligation to make settlement hereunder will be satisfied, Reynolds may terminate this Agreement upon fifteen (15) days written notice to Corrigan.

9. **ROLLBACK TAXES** - Corrigan agrees to pay all back taxes, penalties, interest, or other costs involved as a result of the real estate involved in this transaction having been subject to Act 515, Act 319, or any similar act. It being the intent of the parties that Reynolds's obligation shall be for taxes from the date of settlement only at a normal rate.

10. **ZONING CERTIFICATION**

A. Corrigan hereby certifies in accordance with the provisions of the Act of May 11, 1959, Public Law 303, as amended, as follows:

(1) that the zoning classification of the above-described property is RA-1 Residential;

(2) that the present use of said property is in compliance with the zoning laws and ordinances pertaining thereto;

(3) that there is not outstanding any notice of any uncorrected violation of the housing, building, safety or fire ordinances of this municipality;

B. Reynolds hereby certifies in accordance with the provisions of the Act of May 11, 1959, Public Law 303, as amended, as follows:

(1) that the zoning classification of the above-described property is RA-1 Residential;

(2) that the present use of said property is in compliance with the zoning laws and ordinances pertaining thereto;

(3) that there is not outstanding any notice of any uncorrected violation of the housing, building, safety or fire ordinances of this municipality;

11. **SITE TESTING** - Prior to settlement, upon five (5) days prior written notice to Corrigan, Reynolds shall have the right to make test borings and to have engineers, surveyors, and others enter upon the property for the purpose of studies, review and preparation of topographical maps, and other surveys required by Reynolds provided that Reynolds and/or its agents present a certificate of insurance to Corrigan confirming coverage satisfactory to Corrigan and listing Corrigan as additional insured, prior to entry upon the property.

12. **CORRIGAN'S ACCEPTANCE** - This Agreement is subject to acceptance by Corrigan within five (5) days of the date of this Agreement.

13. **SURVIVAL** - It is understood and agreed that whether or not it is specifically so provided herein, any provision of this Agreement, which, by its nature and effect, is required to be observed, kept, or performed after delivery of the Deed hereunder shall survive delivery of such Deed and shall not be merged therein but shall be and remain binding upon and for the benefit of the parties hereto until fully performed, kept, or observed.

14. **CONDITIONS PRECEDENT** - It is understood that Reynolds' obligation to proceed to settlement hereunder is contingent upon the following conditions, any or all of which Reynolds shall have the right to waive in whole or in part. If any such conditions do not appear likely to be satisfied in a timely manner Reynolds may elect to terminate this Agreement:

(a) That Reynolds is able to obtain the approval of Hatfield Township to develop a residential community, in form acceptable to Reynolds..

(b) Corrigan shall cooperate to execute all plans, applications, permits or approvals presented by Reynolds to Corrigan related to the subdivision and development of the Corrigan Property or the Reynolds Property.

(c) Corrigan shall not interfere in any manner with the Reynolds application and approval process with Hatfield Township, Montgomery County, Pennsylvania or any other governmental agency or authority having jurisdiction over any portion of the subdivision, land development or construction of the adjacent residential subdivision project of Reynolds.

Reynolds shall exercise its best efforts to bring about the satisfaction of the Conditions Precedent.

15. **ASSIGNMENT** - This Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of the respective parties hereto. Assignment by Reynolds shall require the prior written consent of Corrigan, which consent shall not be unreasonably withheld, conditioned or delayed.

16. **RISK OF LOSS** - The risk of loss by fire or other casualty under this Agreement shall remain with Corrigan until the time of settlement and Reynolds may elect to have Corrigan restore any damage or deduct the cost of any loss from the purchase price.

17. **HAZARDOUS SUBSTANCES** - Corrigan warrants and represents that to the best of its knowledge, information and belief (a) no hazardous substance (as defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")), 42 U.S.C. 9601 (14), as amended by the Superfund Amendments and Re-authorization Act of 1986 (Pub. L. No. 99-499, 100 Stat. 1613 (1986) ("SARA")) is present on the premises; (b) no hazardous waste, residual waste or solid waste as those terms are defined in Section 103 of the Pennsylvania Solid Waste Management Act, 35 P.S. 6018.103 and/or 25 Pa. Code 75.260 and 75.261 is present on the Premises; and (c) Corrigan has not been identified in any litigation, administrative proceedings or investigation as a responsible party for any liability under the above-referenced laws.

Corrigan will not use, generate, treat, store, dispose of, or otherwise introduce any hazardous substances, hazardous waste, residual waste, or solid waste (as defined above) into or on the Premises and will not cause, suffer, allow or permit anyone else to do so.

**18. ADDITIONAL CONSIDERATION** – As additional consideration for the land swap, Reynolds shall install a fence, style to be determined by Corrigan, and buffer landscaping between the rear Corrigan Property line and the lot shown as Lot 1 on the Plan attached as Exhibit “A” at Reynolds’ sole cost and expense. In addition, Reynolds shall reasonably clear trees and brush along the Corrigan property line and in the area of ground that is being conveyed to Corrigan along lot 1 along with rake and seeding any disturbed areas at Corrigan’s direction. This work shall be completed, weather permitting, within six (6) months following the date of the land swap settlement. Reynolds may extend the time for installation of these improvements for up to three (3) months, if necessary, due to weather or unavailability of materials.

**19. FOREIGN PERSON** - Corrigan hereby certifies that Corrigan is not a foreign person as defined by Section 1445(f)(3) of the Internal Revenue Code of 1986 as amended.

**20. CONSTRUCTION** - This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement was drafted by the Reynolds as a matter of convenience and shall not be construed for or against either party on that account. The titles of the paragraphs are inserted only as a matter of convenience and for reference and in no way shall alter the content or the intent of any provision thereof. It is understood that the singular hereinbefore stated with respect to either the Corrigan or Reynolds shall include the plural thereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter,



singular and plural, as the identity of the person or persons, corporation or corporations, may require.

21. **ADDITIONAL DOCUMENTS** - Each of the parties hereto agrees to execute and deliver any additional documents or writings which may reasonably be required in order to consummate the within Agreement.

22. **INTEGRATION** - The parties hereto agree that this Agreement represents the entire understanding of the parties with regard to this transaction and that there are no prior or contemporaneous agreements, covenants, or conditions with respect thereto. The Agreement may be amended only by a written amendment.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

Witness:



SELLER:

  
JAMES T. CORRIGAN

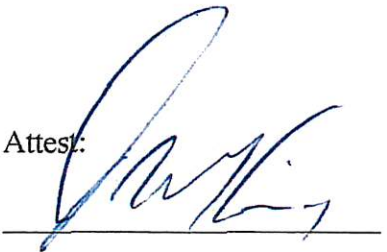
Witness:



SELLER:


  
MARGARETANN C. CORRIGAN

Attest:



BUYER:

REYNOLDS ACQUISITIONS, L.P.  
By its General Partner,  
Prospect Acquisitions Development Corp.

By   
Christopher Canavan, Vice President



SITE CIVIL AND CONSULTING ENGINEERING

LAND SURVEYING  
LAND MANAGEMENT  
PROGRAM ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

THE INFORMATION CONTAINED ON THIS PLAN AND SPECIFICATIONS IS THE PROPERTY OF BOHLER ENGINEERING AND SHALL BE KEPT IN CONFIDENTIALITY AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

REV	DATE	COMMENT	DESIGNED BY	CHECKED BY	DATE	SCALE	CAD ID
1	10/28/19	GENERAL REVISION	SSR	REK			

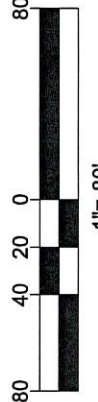
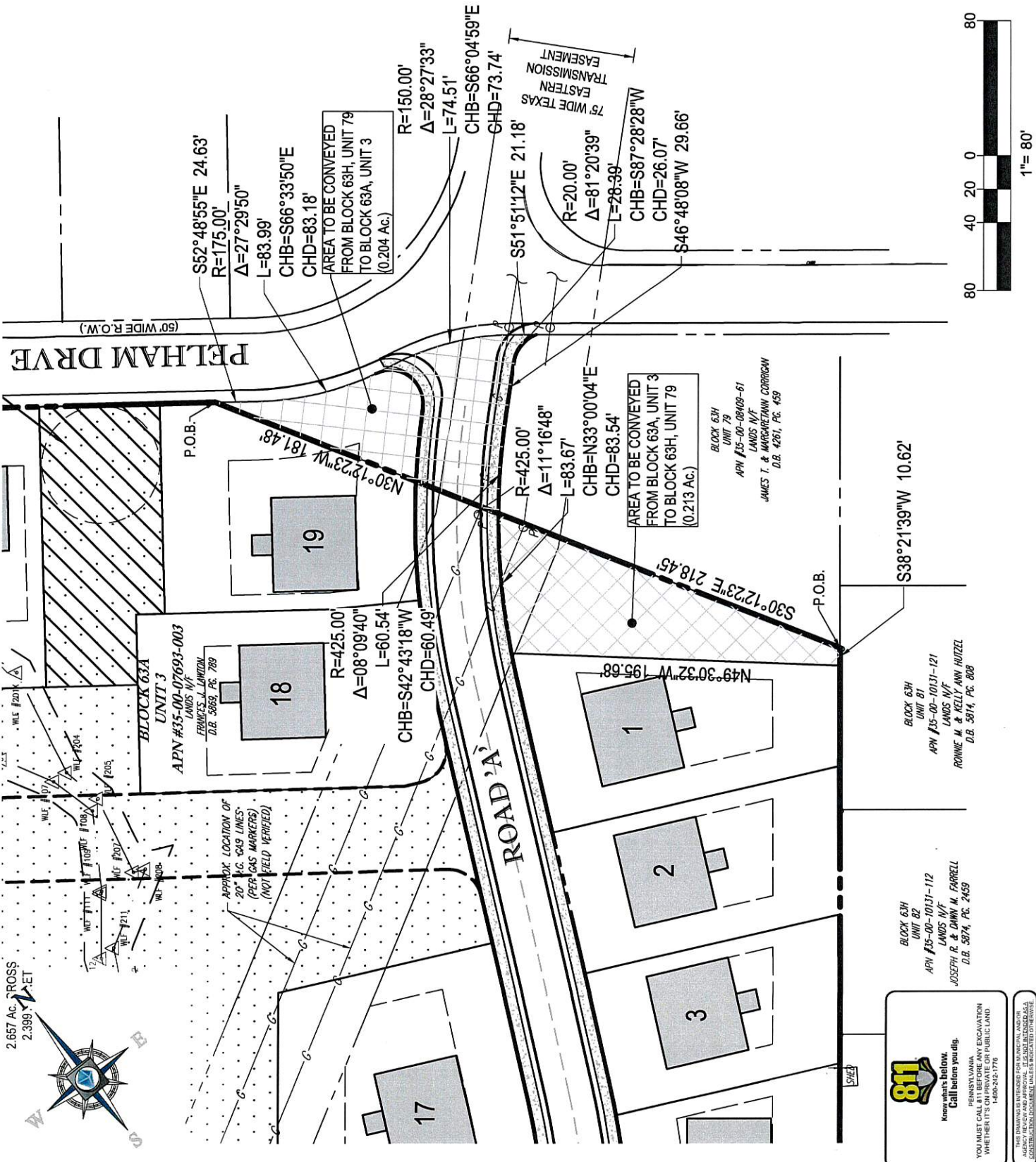
PROJECT: BEXLEY  
REYNOLDS ACQUISITIONS, LP  
2505 E. ORVILLA ROAD  
HATFIELD TOWNSHIP  
MONTGOMERY COUNTY  
PENNSYLVANIA  
19440

PROJECT: BEXLEY  
REYNOLDS ACQUISITIONS, LP  
2505 E. ORVILLA ROAD  
HATFIELD TOWNSHIP  
MONTGOMERY COUNTY  
PENNSYLVANIA  
19440

**BOHLER ENGINEERING**  
1600 MANOR DRIVE, SUITE 200  
CHALFOUNT, PA 18914  
Phone: (215) 986-9100  
Fax: (215) 986-9102  
www.BohlerEngineering.com

**R.E. KLOS, JR.**  
PROFESSIONAL ENGINEER  
PENNSYLVANIA LICENSE No. PE049478  
NEW JERSEY LICENSE No. 24GE0467900

SHEET TITLE: **LAND CONVEYANCE EXHIBIT**  
SHEET NUMBER: **1** OF 1



**811**  
Know what's below.  
Call before you dig.  
PENNSYLVANIA  
YOU MUST CALL 811 BEFORE ANY EXCAVATION  
WHETHER ITS ON PRIVATE OR PUBLIC LAND.  
1-800-242-1776

THIS DRAWING IS INTENDED FOR SPONSORAL AND/OR  
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ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING,  
RECORDING, OR BY ANY INFORMATION STORAGE AND  
RETRIEVAL SYSTEM.

**RECORDER OF DEEDS**  
**MONTGOMERY COUNTY PENNSYLVANIA**  
*Jeanne Sorg*

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

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



*Jeanne Sorg*  
\_\_\_\_\_  
Jeanne Sorg, Recorder of Deeds

Fee Simple Deed 000034

DEC-1-77 09165 DEEDS • 34 --C-560-371-J 9.00

# This Indenture Made this 29<sup>th</sup> day of November 1977

Between STREEPER KARR, III and THELMA V. KARR, his wife

A N D

(hereinafter called the Grantor s).

JAMES T. CORRIGAN and MARGARETANN C. CORRIGAN, his wife  
(hereinafter called the Grantee s).

**Witnesseth** That the said Grantor s for and in consideration of the sum of FIFTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$54,750.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee s, 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 s, their heirs and assigns, as TENANTS BY ENTIRETIES.

DEC 1 11 25 AM '77

ALL THAT CERTAIN lot or piece of ground SITUATE in Hatfield Township, Montgomery County, Pennsylvania, bounded and described according to a Record Plan of Phase 4 of Pelham Green Subdivision made for Streepker Karr, III and Thelma V. Karr by John A. Berger Associates, Inc., Consulting Engineers, Hatboro, Pennsylvania, dated April 22, 1976 and last revised February 9, 1977, said Plan recorded in the Office for the Recording of Deeds, etc., for Montgomery County at Norristown, Pennsylvania in Plan Book A-28 page 96, as follows, to wit:

BEGINNING at a point on the Southwesterly side of Pelham Drive (50 feet wide); said point being measured the two following courses and distances from a point of curve on the Northwesterly side of Stewart Drive (50 feet wide); (1) leaving Stewart Drive on the arc of a circle curving to the left having a radius of 20 feet the arc distance of 31.49 feet to a point of tangent and (2) North 47 degrees 08 minutes 00 seconds West 129.98 feet to the point of beginning, said point of beginning being a corner of Lot No. 80; thence extending from said point of beginning and partly along the last mentioned Lot and partly along Lot No. 81 South 43 degrees 04 minutes 51 seconds West and crossing a certain 20 feet wide storm sewer easement 187.17 feet to a point a corner of lands now or late of Dubroff; thence extending along the last mentioned lands North 25 degrees 29 minutes 11 seconds West and crossing a certain 75 feet wide Texas Eastern Right of Way 399.86 feet to a point on the Southwesterly side of Pelham Drive; thence extending along same the four following courses and distances, (1) South 48 degrees 05 minutes 43 seconds East 24.62 feet to a point of curve, (2) Southeastwardly on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 83.93 feet to a point of reverse curve, (3) Southeastwardly on the arc of a circle curving to the right having a radius of 150 feet and crossing the Northwesterly side of the aforementioned 75 feet wide Texas Eastern Right of Way 74.46 feet to a point of tangent in the bed of said Right of Way and (4) South 47 degrees 08 minutes 00 seconds East crossing the Southeasterly side of the aforementioned Texas Eastern Right of Way 195.92 feet to the first mentioned point and place of beginning.

CONTAINING in area 38,228 square feet of Land.

BEING Lot No. 79 as shown on the above mentioned Plan.

BEING part of the same premises which Melvin F. Stewart and Margaret Stewart, his wife, by Deed dated February 20, 1975 and recorded in Montgomery County in Deed Book 4091 page 341 conveyed unto Streepker Karr, III and Thelma V. Karr, his wife, in fee.

BOOK 4261 PG 459

REALTY TRANS. TAX PAID
STATE 547.50
LOCAL 547.50
TAX 0.00

**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 any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantee s, 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 above described with the buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee s, their heirs and assigns, to and for the only proper use and behoof of the said Grantee s, their heirs and assigns forever, as TENANTS BY ENTIRETIES.

RECORDED IN THE OFFICE OF THE  
CLERK OF THE COUNTY OF  
DECATUR, GEORGIA  
THIS 14th DAY OF  
MAY 1954

VALUE OF PREMISES AS DETERMINED BY  
ORDINANCE NO. 54,750.00 AND TAX  
PAID ON 05/11/54

CHESAPEAKE REAL ESTATE COMPANY

By Frank Zernone

**And** the said Grantors, for themselves, their heirs, executors and administrators

do, by these presents, covenant, grant and agree, to and with the said Grantee s, their heirs and assigns, that they the said Grantor s, their heirs all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee s, their heirs and assigns, against them, the said Grantor s, their heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them shall and will WARRANT and forever DEFEND.

**In Witness Whereof**, The said Grantors have caused these presents to be duly executed the day and year first herein above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

Frank Zernone

The State stamps affixed represent full consideration  
with the State and county taxes

Stuart Karr (SEAL)  
Stuart Karr, III

Thelma V. Karr (SEAL)  
Thelma V. Karr

BOOK 4261 PG 460

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this, the 29<sup>th</sup> day of March 19 77,  
before me, the undersigned officer, personally appeared

(IND.) Streeper Kerr III and Thelma V. Kerr his wife  
known to me (or satisfactorily proven) to be the person whose names are subscribed to  
the within instrument, and acknowledged that they executed the same for the purposes therein  
contained.

or  
who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_  
(CORP.) \_\_\_\_\_, a corporation, and that he as such  
being authorized to do so, executed the foregoing instrument for the purpose therein contained by  
signing the name of the corporation by himself as

In Witness Whereof, I hereunto set my hand and official seal.

*[Signature]*  
Notary Public  
*[Seal]*

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
C 560 371 J  
**DEED**

STREEPER KARR, III, et ux  
to  
JAMES T. CORRIGAN, et ux

Premises: Lot 79 Pelham Green  
Hatfield Township  
Montgomery County, PA

719-00-102

Montgomery County S. S.  
Recorded in the Office for Recording of Deeds & C.  
in and for said county in \_\_\_\_\_ Deed \_\_\_\_\_ book  
No. 4261 Page 459 & c.  
Witness my hand and seal of office this 1st day of  
December 19 77

*[Signature]*  
Recorder

The address of the above-named Grantee  
is 993 Pelham Green  
Hatfield, Pa. 19340  
On behalf of the Grantee

BOOK 4261 PG 461



# AGREEMENT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT is made this 8<sup>th</sup> day of DECEMBER, A.D. 2019 by and between the Parties identified in paragraph 1 below.

**1. PARTIES:**

**KATHERINE N & KAREN S MILLER**  
2303 Orvilla Rd.,  
Hatfield, PA 19440 hereinafter called "Seller"

**BLECKER ACQUISITIONS, LP** or its Nominee or Assignee  
404 Sumneytown Pike, Suite 200  
North Wales, PA 19454 hereinafter called "Buyer"

**2. PROPERTY:** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase a portion of all those certain lots or pieces of ground and improvements thereon, situate in Hatfield Township, County of Montgomery, Pennsylvania consisting of a +/- 16 acres known as 2303 Orvilla Road, being tax parcel number 350007723009 with frontage on Orvilla Rd. (the "Property"). The Buyer proposes to develop the Property as new single-family detached building lots under the RA 1 cluster provisions of the Hatfield Township Zoning Ordinance. The Seller shall retain one conforming building lot that includes the existing structures on the Property and one additional conforming building lot. ("Seller's Retained Property"). The Property is also clearly shown on Exhibit "A" which is attached hereto and made a part hereof.

**3. PURCHASE PRICE:** ("Purchase Price"), which shall be paid to the Seller by the Buyer as follows:

(A) Initial Deposit to be paid on or before: (see Paragraph 5 below)	\$
(B) Second Deposit to be paid on or before: (see Paragraph 5 below)	\$
(C) Balance in cash, certified check or title company check at time of Settlement:	\$ _____
<b>TOTAL</b>	<b>\$</b>

(D) The Purchase Price is conditioned on the Buyer obtaining approval from Hatfield Township to allow the development of the Property as a community containing a minimum of \_\_\_\_\_ new single-family detached lots in addition to the Seller's Retained Property ("Buyers Plan"). Buyer shall at all times exercise best efforts to obtain the maximum number of residential lots to be approved for the Property by Hatfield Township.

(E) The Purchase Price shall be increased in the amount of \_\_\_\_\_ for each single family detached residential lot in excess of \_\_\_\_\_ excluding the Seller's Retained Property that the final approved plan yields. In addition, the Purchase Price shall be decreased in the amount of \_\_\_\_\_ for each single family detached residential lot less than \_\_\_\_\_ excluding the Seller's Retained Property that the final approved plan yields. However, it is agreed that the minimum Purchase Price shall be \_\_\_\_\_, regardless of the final lot yield..

**4. MORTGAGE CONTINGENCY:** This sale is not contingent upon any mortgage financing unless otherwise provided by addendum.

**5. DEPOSIT:** The \_\_\_\_\_ referred to in paragraph 3(A) ("Initial Deposit") shall be delivered within \_\_\_\_\_ business days after the Effective Date (as defined below) of the Agreement, to North Penn Abstract ("Escrowee") for deposit in an interest-bearing account, with interest going to Buyer. The \_\_\_\_\_ referred to in paragraph 3(B) ("Second Deposit") shall be delivered within \_\_\_\_\_ business days after the successful completion of the Inspection Period as detailed in Paragraph 6 below to the Escrowee for deposit in an interest-bearing account, with interest going to Buyer. The Initial Deposit and Second Deposit once remitted to Escrowee, together with any interest (sometimes referred to as "Deposits") shall be credited to the Purchase Price at the time of Settlement. In the event Settlement does not occur as a result of Seller's default, or in the event all Conditions Precedent (as set forth in Paragraph 8) have not been either satisfied or waived by Buyer, the Deposits together with interest shall be refunded to Buyer.

**6. INSPECTION PERIOD/ENTRY PRIOR TO SETTLEMENT:** Buyer shall have a period of \_\_\_\_\_ days from and after the Effective Date of the Agreement to inspect the Property and any structures located on the Property, ascertain the condition of title to the Property, and to investigate the feasibility of developing the Property as a community containing a minimum of \_\_\_\_\_ new single family detached lots excluding the Seller's Retained Property. ("Inspection Period").

Buyer, Buyer's agents, representatives, engineers, and surveyors shall have the right from time to time from and after the date of this Agreement until date of Settlement or earlier termination to enter upon the Property for the purpose of inspection, preparation of plans, taking of measurements, the making of test pits, holes or borings, or any other test necessary to determine the condition of the soil or presence of rock, and, generally,

Buyer's Initials 

Seller's Initials 

for the ascertainment of the condition of the Property and the obtaining of such information and data as may be necessary to Buyer, subject only to Buyer's agreement to restore the Property as nearly as practicable to its prior condition.

Buyer agrees to indemnify, defend and hold harmless Seller from and against all claims, losses, costs, expenses, liabilities and damages which arise from the conduct thereof or the entry upon the Property by Buyer, its agents, contractors, consultants, employees or representatives. Buyer shall provide Seller with a certificate of insurance showing at least of general liability insurance in the aggregate, and further naming Seller as an additional insured thereunder.

In order to expedite the Inspection Period, Seller shall deliver or make available to Buyer without cost, all existing plans, studies, reports, etc, if any, relating to the Property, which shall be returned to Seller only in the event Settlement does not occur under this Agreement. Buyer may, at Buyer's sole discretion, elect to terminate this Agreement at any time prior to the conclusion of the Inspection Period if Buyer is not satisfied, in Buyer's sole discretion, with the suitability of the Property for Buyer's intended use. In the event Buyer elects to terminate this Agreement under this paragraph, written notice of such election shall be forwarded to Seller on or before the expiration of the Inspection Period in which event, the Escrowee shall return the Deposit, together with interest, to Buyer and this Agreement shall become null and void.

**7. ENVIRONMENTAL:** As a material inducement for Buyer to purchase the Property, Seller hereby covenants, represents and warrants to Buyer that:

- (A) The Property is not contaminated with any hazardous substance.
- (B) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property.
- (C) The Property is not subject to any federal, state or local "Superfund" lien, proceedings, claim, liability or action or the threat or likelihood thereof, for the clean up, removal, or remediation of any hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable.
- (D) There is no asbestos on the Property.
- (E) There is no underground storage tank on the Property.
- (F) There is no radon in levels considered harmful by the federal and state regulatory agencies, on the Property.
- (G) There is no urea-formaldehyde on the Property.
- (H) There is no oil or oil byproduct on the Property.
- (I) By acquiring this Property, Buyer will not incur or be subjected to any "Superfund" liability for the clean up, removal or remediation of any hazardous substance from the Property or any liability, cost or expense for the removal of any asbestos, underground storage tanks, radon or urea-formaldehyde or other hazardous substances from the Property.
- (J) Seller shall indemnify, defend, and hold Buyer harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, costs and expense (including, without limitation, attorneys fees) arising or resulting from, or suffered, sustained or incurred by Buyer as a result (direct or indirect) of, the untruth or inaccuracy of any of the foregoing matters represented and warranted by Seller to Buyer or the breach of any of the foregoing covenants and warranties of Seller which indemnity shall survive the closing hereunder. All of the foregoing covenants, representations and warranties shall be true and correct at the time of Settlement hereunder and shall survive the Settlement.

The terms "hazardous substance", "release", "removal" as used herein shall have the same meaning and definition as set forth in Paragraphs 14, 20, 22 and 23, respectively, of Title 42 U.S.C. 9601 and in Pennsylvania Hazardous Sites Clean Up Act and other applicable state law provided; however, that the term "hazardous substance" as used herein also shall include "hazardous waste" as defined in Paragraph 5 of 42 U.S.C. 6903 and "petroleum" as defined in Paragraph 8 of 42 U.S.C. 6991. The term "Superfund" as used herein means the Comprehensive Environmental Response Compensation and Liability Act, as amended being, Title 42 U.S.C. 9601, et seq., as amended, any similar state statute or local ordinance applicable to the Mortgaged Premises, including without limitation, the Hazardous Site Clean Up Act, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in Paragraph 1 of 42 U.S.C. 6991. The term "on the Property" shall mean, on, beneath, upon, above, within or otherwise touching upon the Property.

**8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION:** The obligation of Buyer under the terms of this Agreement to purchase the Property from Seller is subject to the satisfaction at or prior to the time of Settlement of each of the following conditions, any one or more of which may be waived in full or in part by Buyer:

- (A) Buyer shall have obtained, at Buyer's sole cost and expense, approval on terms and conditions satisfactory to Buyer of a Final Subdivision and Land Development Plan ("Buyer's Plan") from the Township of Hatfield showing the approval of all requisite governmental agencies for a residential development containing a minimum of new single-family detached lots in addition to

Buyer's Initials 

Seller's Initials 



**Seller's Retained Property.**

- (B) In addition to approval of Buyer's Plan as set forth hereinabove, Buyer shall have received any and all other necessary permits and approvals from any and all other governmental agencies or municipal authorities, including, without limitation, those of the Township of Hatfield, Montgomery County, Commonwealth of Pennsylvania, and the United States federal government, necessary to enable Buyer to obtain building permits for the erection of residential dwelling units in accordance with Buyer's Plan without any restriction or restrictions whatsoever which would preclude the issuance of both building and occupancy permits upon compliance with the terms and conditions required for the issuance of such building and occupancy permit or permits. Seller agrees to cooperate, assist and in no way impede Buyer in Buyer's efforts to secure Buyer's Plan and all necessary permits and approvals, including without limitation, signing plans and any applications for permits and approvals.
- (C) All required capacity and permits for the installation and hookup of public sewer facilities (including a sewage pump station(s), if required) and public water facilities shall be available. In the event of a sewer or water moratorium, Settlement shall be extended until such time as the moratorium is lifted so that Buyer may connect to water and/or sewer facilities.
- (D) All other essential utilities, including electricity, gas if available, and telephone adequate to service the Property shall be available at the boundary of the Property.
- (E) There shall have been no appeals filed challenging the approval of the Buyer's Plan or of any permit or approval necessary to develop the Property in accordance with Buyer's Plan, and any and all appeal periods from any permit or approval shall have expired prior to the date of Settlement.

**9. SETTLEMENT:** Settlement shall occur no later than \_\_\_\_\_ months from the satisfactory completion of the Inspection Period.

**10. NOTICES & ASSESSMENTS:**

- (A) Seller represents and warrants that, as of the date of this Agreement, that no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid and that no notice by any governmental or public authority has been served upon the Seller or anyone on the Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected. Seller further represents and warrants that Seller knows of no condition that would constitute violation of any such ordinances that remain uncorrected.
- (B) If required by law, Seller shall deliver to Buyer on or before Settlement, a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.
- (C) Seller will be responsible for any notice of improvements or assessments received on or before the date of Settlement.

**11. TITLE & COSTS:**

- (A) The Property shall be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER, the following: ordinances, easements of roads and easements visible upon the ground; otherwise title to the above described Property shall be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) In the event the Seller is unable to convey title in accordance with paragraph 11(A), Buyer shall have the option of (1) deducting such portion of the Purchase Price as is necessary to pay such lien or (2) terminating this Agreement. In the latter event the Deposits and interest earned on the Deposits shall be returned to Buyer; neither party shall have any further liability or obligation to the other; and this Agreement shall become null and void.
- (C) The Buyer will pay for the following:
  - (1) The premium for mechanics lien insurance and/or title searches, or fees for cancellation of same, if any.
  - (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any.
  - (3) Appraisal fees and charges paid in advance to mortgagee, if any.
  - (4) Buyer's normal Settlement costs and accruals.
- (D) Any survey(s) shall be secured and paid for by the Buyer.
- (E) Subsequent to the date of its execution of this Agreement, Seller shall not create or suffer to exist any manner of lien or encumbrance upon or affecting title to the Property that is not existing as of the date of Sellers' signing of this Agreement. Any subsequent lien or encumbrance shall be cause for termination of the Agreement at Buyer's option and shall constitute a breach of this Agreement by Seller.

**12. FIXTURES, TREES, SHRUBBERY, ETC:** Seller hereby warrants that it will deliver good title to the Property described in this paragraph and to any other fixtures or items specifically scheduled and to be included in this sale:

- (A) Seller agrees to deliver possession of the Property to the Buyer at the Closing free from all tenants or parties in possession. Seller will certify that there are no contracts, leases or other encumbrances at Closing. Seller shall have the obligation to remove from the Property prior to Closing any and all of

Buyer's initials 

Seller's initials 

Seller's personal property and equipment, located on the Property.

(B) All trees, shrubbery, plantings, now in or on the Property, if any, unless specifically excepted in this Agreement, are included in the sale and Purchase Price. The landscape plantings and material that have been planted for cultivation on the Property may be removed by Seller, Seller's agents, or Seller's assigns prior to Settlement. None of the above mentioned items other than those specifically excepted shall be removed by the Seller from the Property after the date of this Agreement.

13. **ESCROWEE:** Except as otherwise specifically provided for in this Agreement, the Initial Deposit and Second Deposit(s) shall be paid to the Escrowee per paragraph 5, who shall retain them in an interest bearing escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations, unless otherwise provided herein. The Escrowee may, at his, or its sole option, hold any uncashed check tendered as Deposit, pending acceptance of this offer. In the event of litigation for the return of the Deposits and/or interest earned thereon, Escrowee will distribute the monies pursuant to a final court order of court or the agreement of the parties. Buyer and Seller agree that in the event Escrowee herein is joined in litigation for the return of the Deposits and/or interest, the attorneys' fees and costs of the Escrowee will be paid by the party adding Escrowee to the litigation. Seller and Buyer agree that Escrowee is responsible only for safekeeping of the fund and shall not be required to determine any question of law or of fact.

14. **POSSESSION AND TENDER:**

- (A) Possession of the Property is to be delivered by an executed recordable Special Warranty Deed.
- (B) Seller will not enter into any new lease, written extension of existing leases, if any, or additional leases for the Property or any building on the Property without prior written consent of Buyer.
- (C) Formal tender of an executed deed and purchase money mortgage is hereby waived.
- (D) Buyer reserves the right to make a pre-settlement inspection of the subject Property.

15. **TAXES:**

- (A) Payment of transfer taxes will be divided equally between Buyer and Seller.
- (B) Taxes will be apportioned pro-rata on a per diem basis. Rents, water and sewer rents, lienable municipal services, interest on mortgage assumptions, condominium fees and homeowner association fees, if any, will be apportioned pro-rata at time of Settlement. In the event that the Property has, at any time prior to Settlement, been subject to a covenant with the County of Montgomery or any other governmental agency pursuant to Act 319 or Act 515, then, and in that event, regardless of whether the conveyance of the Property constitutes a breach of such covenant at the time of Settlement by means of a voluntary breach of the covenant by Seller, Seller shall be solely responsible for any and all accrued taxes, interest and penalty imposed upon the Property from the commencement of any covenant under Act 319 or Act 515 up to and including the date of Settlement, which taxes, interest and penalty shall be satisfied at the time of Settlement, or an amount sufficient to induce Buyer's title company to insure title free and clear of such covenant shall be placed in escrow with the title company at Settlement. This obligation to Seller shall survive Settlement.

16. **MAINTENANCE AND RISK OF LOSS:**

- (A) Seller shall maintain the Property, including all items mentioned in paragraph 12 herein and any personal property specifically scheduled herein, in its present condition, normal wear and tear excepted.
- (B) Seller shall bear risk of loss from fire or other casualties until time of Settlement. In the event of damage to the Property or to any personal property included in this sale by fire or other causality which is not repaired or replaced prior to Settlement, Buyer shall have the option of (1) terminating this Agreement and receiving all monies paid on account of the Purchase Price, together with interest earned thereon or (2) accepting the Property in its then present condition together with a credit against the Purchase Price in an amount equal to any insurance proceeds which have been paid to Seller and an assignment of the rights to any further insurance and/or recovery to which Seller is or may be entitled.

17. **BROKERAGE:** Buyer represents and warrants to the Seller that they have dealt with no real estate broker or intermediaries. Seller shall be responsible for any and all real estate commissions related to this transaction.

18. **SIGNS:** After receipt of Preliminary Plan Approval, Buyer shall have the right to erect signs on the Property in accordance with the ordinances of Hatfield Township advertising Buyer's proposed development.

19. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their respective heirs, personal representatives, guardians, successors, and assigns.

20. **DEFAULT/TIME OF THE ESSENCE:** The said time for Settlement and all other times referred to the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement.

- (A) Should the Buyer fail to make any additional payments as specified in paragraph 3, or violate or fail to fulfill and perform any other terms or conditions of this Agreement, Buyer shall have a period of Fifteen (15) business days (the "Cure Period") from the date a written notice of Default is received from Seller within which to cure the non-payment, violation or failure to perform under this Agreement; provided,

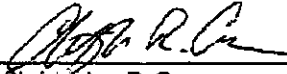
Buyer's Initials           *mn*          

Seller's Initials           *[Signature]*

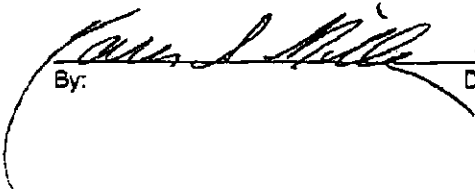


9:11:07 AM 12/04/19

**APPROVAL BY BUYER:**  
Blecker Acquisitions, L.P.  
By its Sole General Partner  
Atlantis Properties Development Corp.

  
By: Christopher R. Canavan      12/4/19  
Senior Vice President      DATE

**APPROVAL BY SELLER:**  
Karen S. Miller

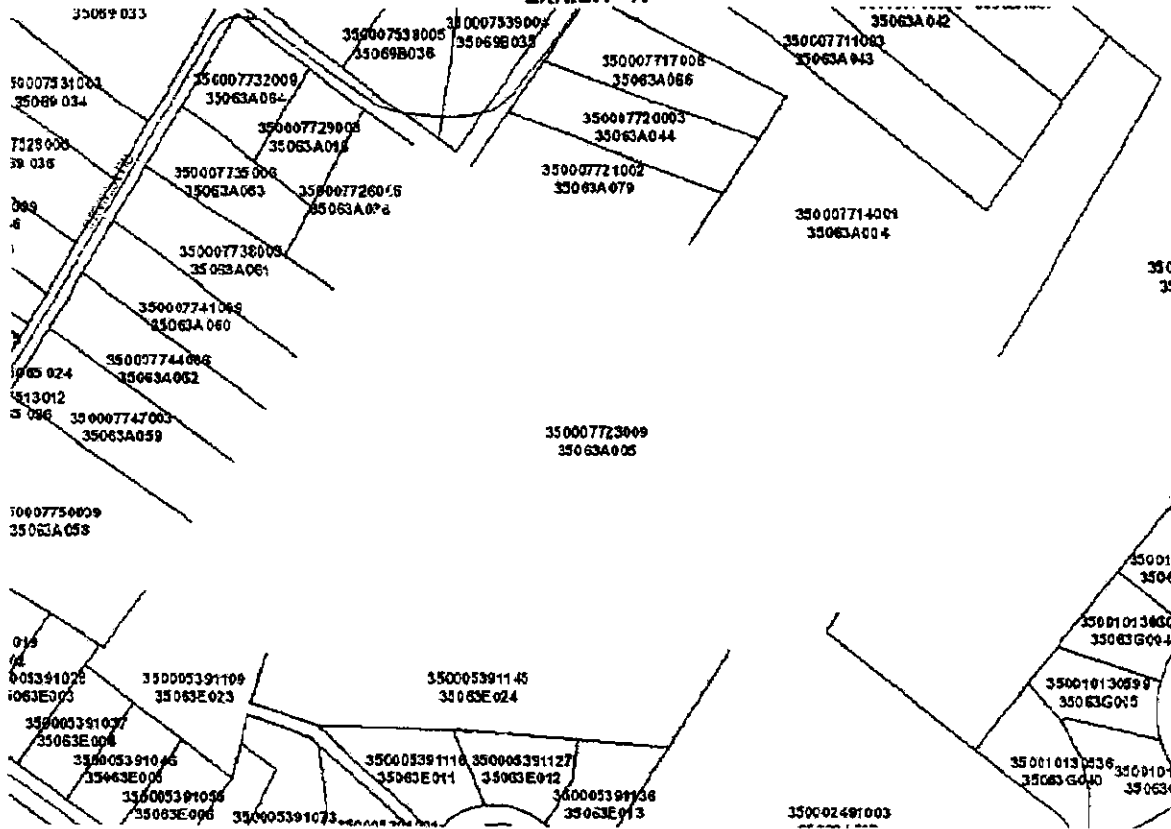
  
By:      12/8/19  
DATE

Buyer's Initials   cr    
Confidential

Seller's Initials   KSM

9:11:07 AM 12/04/19

EXHIBIT "A"



Buyer's Initials     a    

Seller's Initials     h    

Confidential

**RECORDER OF DEEDS**  
MONTGOMERY COUNTY PENNSYLVANIA  
*Jeanne Sorg*

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

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



*Jeanne Sorg*  
\_\_\_\_\_  
Jeanne Sorg, Recorder of Deeds



020631

No. 333 - The Single Book - Typewriter  
Vco & Lumber Co., Philadelphia

220  
130  
1300  
50  
50

# This Indenture

Made the 20<sup>th</sup>

day of OCTOBER

in the year of our Lord one thousand nine

hundred and ninety-eight (1998)

Between KATHERINE N. MILLER, Widow,

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

KATHERINE N. MILLER, Widow, and KAREN S. MILLER, as joint tenants with right of survivorship and not as tenants in common,

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

**Witnesseth**, That the said Grantors for and in consideration of the sum of ONE DOLLAR (\$1.00)----- lawful money of the United States of America, unto her well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents does grant, bargain, sell, alien, convey, release and confirm unto the said Grantee, their Heirs and Assigns,

ALL THAT CERTAIN tract of land with the messuage thereon erected, situate in the Township of Hatfield, in the County of Montgomery and State of Pennsylvania bounded and described as follows to wit:

BEGINNING at a corner in a public road in line of land now or late of John Kratz; thence by the same South 36 degrees 20 minutes West 40.16 Perches; thence by land late of Jacob Bunsberger and Frederick Acker respectively, South 72 degrees 56 minutes East 61.66 Perches; thence by land late of George Henge North 37 degrees East 16.85 Perches; thence by land now or late of David Rosenberger North 65-1/2 degrees West 56.28 Perches to the aforesaid public road and by the same North 47 degrees 50 minutes West 4 Perches to the place of beginning.

ALSO ALL THAT CERTAIN lot or piece of land situate in the Township of Hatfield in the County of Montgomery and State of Pennsylvania more particularly described according to a survey made thereof by Reinhold Thieme, Jr., Lansdale, Pennsylvania, Registered Surveyor, on November 18th, 1939 as follows, to wit:

BEGINNING at a corner stone markings corner of other land of the said George W. Lincoln and Helen R., his wife, parties hereto being the heretofore described tract and land of George Didden, now or late of Cooper; thence extending along said other land of the said George W. Lincoln and Helen R., his wife, South 72 degrees 45 minutes East 900.71' to an old corner stone markings corner of land of Russell Starnbacher; thence extending along said land of said Russell Starnbacher South 32 degrees 15 minutes East 26' to a point in the bed of the Eochaning Creek being a corner of land now or late of James H. Mellor; thence extending along said land now or late of Jacob M. Walker and in the bed of the said Eochaning Creek the following courses and distances North 52 degrees 7' minutes West 470.2' to a point a corner, South 25 degrees 37 minutes East 134.8' to a point a corner, North 51 degree 31 minutes East 159.5' to a point a corner and North 55 degrees 50 minutes West 223.8' to a point a corner, still in the bed of said Creek and being a corner of land of George Didden now or late of Cooper; thence extending along said land of the said George Didden now or late of Cooper North 47 degrees 45 minutes East 290' to the place of beginning.

0564562139



CONTAINING 3.7 acres more or less.

BEING the same premises which Abner W. Willauer and Elizabeth A. Willauer, his wife, and Elizabeth A. Willauer, his daughter, singlewoman, by Deed dated June 8th, 1951 and recorded at Norristown in Deed Book 2186, page 384 &c., granted and conveyed unto Charles B. Marks and Elsie, his wife, in fee.

BEING the same premises which Charles B. Marks and Elsie Marks, his wife, by Deed dated the 7th day of May, 1954 and recorded at Norristown in Deed Book 2488, page 0123 etc., granted and conveyed unto Henry C. Miller and Katherine W. Miller, his wife--the said Henry C. Miller having passed away on April 5, 1998.

UNDER AND SUBJECT to restrictions of record.

This transfer is from mother to daughter and, therefore, not subject to transfer tax.

35-00-07723-00-9

REALTY TRANS TAX PAID
STATE
LOCAL
PER

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
35-00-07723-00-9 HATEFIELD  
2203 ORVILLE RD  
MILLER, KATHERINE W  
P 0634 U 005 L

1101 DATE: 10/23/98

0521502110



Together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever hereunto belonging, or in any wise appertaining, and the revenues and royalties, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

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

And the said Grantor, for herself and her

Heirs, Executors, and Administrators, Men by these present covenant, grant and agree, to and with the said Grantee, their Heirs and Assigns that the said Grantor and her

Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their Heirs and Assigns, against her the said Grantor, their Heirs, Executors, and Administrators, Men

Heirs, and against all and every other Person and Persons whatsoever lawfully claiming or to claim the same or any part thereof, by force or under him, her, them, or any of them, Shall and Will subject as aforesaid

WARRANT and recover DEFEND

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

Witness my hand and seal this 1st day of June 1884

*[Signature]*

*Katherine W. Miller*  
Katherine W. Miller

Katherine W. Miller

0352-5752-1-1



RECEIVED on the day of the date of the above Indenture of the above-named Grantee

WITNESS AT SIGNING:

STATE of Penna -  
County of Montgomery

ON THE 20<sup>th</sup> day of Oct. Anno Domini 1998 before me, the

subscriber, James John McNamee

personally appeared the above named KATHERINE N. MILLER

Indentures to be recorded as such. HER

and in due form of law acknowledged the above act and deed, and desired the same might be

WITNESS my hand and seal the day and year aforesaid.

**NOTARIAL SEAL**  
JAMES JOHN MCNAMEE, Mayor, Public  
Licensing Comm. Montgomery Co.  
My Comm. expires Jan 19, 1999.

The subject of the above Indenture is 2303 ORVILLA RD. HATFIELD, PA 19440  
On behalf of said Grantee

**FILED**

KATHERINE N. MILLER, WIDOW,

KATHERINE N. MILLER, WIDOW,

KAREN S. MILLER

2303  
PROMISES: Orvilla Road and  
Maple Avenue  
Hatfield, PA 19440

Recorded in the Office of Recording of Deeds, in and for

in Book No. \_\_\_\_\_

No. \_\_\_\_\_

page \_\_\_\_\_

Witness my hand and seal of Office this

day of \_\_\_\_\_

Anno Domini 19 \_\_\_\_\_



20024092142

