

## Community Development Department

100 Parklane Drive • Eagleville, PA 19403 Phone: (610) 635-3514 • Fax: (610) 539-6347 www.lowerprovidence.org

# LOWER PROVIDENCE TOWNSHIP ZONING HEARING BOARD APPEAL APPLICATION

Mikelen, LLC Applicant(s) Name	Z-21-24 Appeal Number
P.O. Box 243 Street Address	11-23-2021 _Hearing Dates \$800.00 14538
Fairview Village, PA 19409	Application Fee ck#
City, State & Zip Code	OCT 22 2021 PM 1:41
( ) 610-539-8088	Date Stamp Received (For Official Use Only)
Phone Number	

The following is a list of questions designed to assist you and the Zoning Hearing Board in the efficient and speedy review of your appeal. Please thoroughly answer all questions, which are applicable to your appeal. If you believe the question does not pertain to your appeal, please indicate on this form by answering "Not Applicable". All questions must be answered to consider this appeal form complete.

A complete site plan, construction documents and a copy of your deed must be attached to this application. Please refer to Section 2.B. of the Lower Providence Township Zoning Appeal Procedures and Policy for this requirement. Please return this form to the Zoning Director when you file your application. Please type or print clearly.

Please complete the following questions: 1. What is the applicant's interest in the premises affected? (i.e. property owner, equitable owner tenant.)

7. Has any previous zoning appeal been filed in connection with this	property? Yes
f yes, See attached Addendum  See Z - 19 - 19  (List applicant's name, date & natu	OWNER REQUESTED SIMILA. ure of appeal) RELIEF
. Type of Appeal Sought:  ⇒ Variance Appeal X  ⇒ Special Exception Appeal  ⇒ Interpretation of Zoning Ordinance X  ⇒ Enforcement Notice Appeal  ⇒ Other Appeal (Describe) Relief for pre-existing, non-confe	orming building lot; subject to Court Order
ou must list all sections of the Lower Providence Tou are seeking zoning relief from on the following ling to tomplete, the appeal will not be heard)	
143.37.A(2)	
State in narrative form the nature of your appeal including the part the Zoning Hearing Board. Please include a description of all e	
te. Please reference to your attachment if additional space is need	
O. What is the exact use proposed for the property? List current upe of employees, business equipment to be used or stored at the property of the property? List current up to feel the property up to feel	he site, nature of normal business operations.
Single Family Residence	

12. Describe the proposed landscaping for this property for screening, if any. Please indicate the type of landscape buffering proposed, if any.
N/A
13. What is the character of the buildings and uses on abutting properties and what is the general character of the surrounding neighborhood? (Please reference to your attachment if additional space is needed.)  The character of residences in the neighborhood is the same as the residence being applied for
14. What will the impact of this use be on existing traffic patterns and volumes for this Zoning Appeal? Also, please specify the amount of parking spaces and unloading areas as specified in the Lower Providence Township Zoning Ordinance.  There will be negligible impact from one home in a residential neighborhood
15. Will the proposed use emit smoke, dust, odor or other air pollutants, noise, vibration, light, electrical disturbances, water pollutants, or chemical pollutants? Such evidence may include the proposed use of proven special structural or technological innovations. Please provide specific and detailed information on all of the aforementioned topics. Please reference to your attachment if additional space is needed.  N/A
16. Will the zoning relief requested, if authorized, alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use of development of adjacent property, or be detrimental to the public welfare? Please give reasons for your answers to the aforementioned questions by explaining below: (Please reference to your attachment if additional space is needed.)
No adverse impact. Substantially the same use as surrounding properties.

17. (I) (WE) believe that the Board should approve this request appeal or reasons both with respect to case law and fact for gran attachment if additional space is needed.)	
See attached Addendum.	
I hereby certify that all of the above statements contained papers or plans submitted with this zoning appeal to Hearing Board herewith are true and correct to the best of	o the Lower Providence Township Zoning my knowledge and belief.
Date 10/20/21 MICHAEL TO CLA (Print Name of application) (Signature of application)	cant(s))
COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY	
As subscribed and sworn to before me this day of	ctober, 200 21
IN WITNESS WHEREOF, the parties hereto have hereunto aforesaid.	set their hands and seals the day and year
(SEAL)	Highest Culles

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal Kristin L. Cullen, Notary Public Montgomery County My commission expires February 8, 2025 Commission number 1305318 Member, Pennsylvania Association of Notaries

2. If applicant is represented by an attorney or counsel please provide their full name, address, phone and fax number.			
Michael J. Clement, Wisler Pearlstine, 460 Norristown Road, Blue Bell, Pennsylvania 19422. Telephone No: (610) 825-8400;			
Cellphone No: (267) 664-5403; Fax No: (610) 828-4887			
3. If the property owner is not the applicant, list the full name, address and phone number of the property owner. Also, if the applicant is not the property owner, the applicant must provide a signed and notarized letter from the property owner stating his/her permission to allow the applicant to represent the property owner at the zoning hearing board with this zoning appeal.			
See attached Letter and Agreement of Sale naming Applicant as Buyer and naming Owner as Seller.			
4. Please provide the requested information about the property involved in this zoning hearing appeal as described below:			
Location: See attached Addendum			
(Street Address)			
Parcel Identification Number: See attached Addendum			
Lot Size: See attached Addendum			
Present Use: See attached Addendum Zoning District: R-2			
Date of when Present Use began:  See attached Date of acquisition of this property by the owner:  Addendum  Date of acquisition of this property by the owner:			
Please list each structure and it's use currently located on this property:			
<ul> <li>5. Is your home or principal structure connected to: (please circle all that apply)</li> <li>A. public water B. public sewer C. private well D. private on-lot septic E. not presently connected</li> <li>If you are not connected at this time, what type of sewage and water facilities is available to the property?</li> </ul>			
Public sewer water may be available. This relief was request and granted by Court Order. See Exhibit "D".			
6. Are there any outstanding state or federal violations cited on this property at the time of this application?  No If yes, please explain these violations below:			

#### ADDENDUM

#### Fourth Street - Lower Providence Township

Applicant, Mikelen, LLC ("Applicant") is the equitable owner of the subject property, containing approximately 4,000 square feet, more or less, having frontage on Fourth Street in Lower Providence Township, Montgomery County, Pennsylvania, and being Montgomery County tax parcel 430005020004. Applicant seeks dimensional relief from the Lower Providence Township Zoning Code ("Code"), as set forth in greater detail below, to construct a single family detached home on the Property.

#### **Background**

The Property is currently vacant and located in the R-2 zoning district. The Property will be served by public sewer and water.

A Google Maps image of the Property and surrounding neighborhood is attached hereto as <u>Exhibit "A"</u>. The surrounding neighborhood is primarily single-family residential homes. Nearly all of the homes in the surrounding neighborhood do not comply with applicable R-2 lot area or setbacks set forth in the current Code.

#### Request for Relief

Applicant respectfully submits that, the Property is comprised of a pre-existing, non-conforming, residential building lot which has already been recognized by the Lower Providence Zoning Hearing Board: Applicant proposes to construct one single-family residence on the Property in approximately the location depicted on the plan attached hereto as <a href="Exhibit "B"</a>. The proposed single-family residence will be constructed in accordance with the sealed architect's plans attached hereto as <a href="Exhibit">Exhibit</a> "C".

Code Section 143.37.A.(2) requires, among other things, a minimum lot size of 30,000 square feet, a minimum front yard setback of 50 feet and a minimum rear yard setback of 60 feet. Like many of the other nonconforming lots in the neighborhood, the Property is approximately 100 feet deep. Applicant seeks dimension variances from Code Section 143.37.A.(2) to: 1) reduce the minimum lot area below 30,0000 square feet; 2) reduce the front yard setback to permit the construction of the home depicted in Exhibit "B" and reduce the rear yard setback to permit construction of the home depicted in Exhibit "B".

The subject Property has been the subject of an application previously filed with the Zoning Hearing Board of Lower Providence Township which found that it was a pre-existing, non-conforming lot, but denied the Owner the permission to construct a single family home. At the Zoning Hearing, Owner testified that he would construct a stick-built 26' X 55' home with a 10' X 12' deck but that had been rejected in the matter of Lower Providence Zoning Hearing Board (Z-19-15; Fifth Street Lot). Therefore, Owner offered an alternative to build a 14' X 66' mobile/modular home on the lot. The Zoning Hearing Board rejected Owner's application to build any home on the Lot. Owner appealed to the Montgomery County Court of Common Pleas where after hearing the Court Ordered: "... the appeal and relief requested therein is GRANTED and the decision of the Lower Providence Zoning Hearing Board is hereby REVERSED."

(See Court Order Attached as Exhibit "D".)

#### Conclusion

- 1. The Court Order requires Lower Providence Township to permit construction of a home on the Lot. The Court does not limit the size of the home or refer to any limitations from the testimony or finding of the Zoning Hearing Board. Applicant's request for permission of construction in accordance with Exhibits "B" and "C" is reasonable and written the purview of the Court Order.
- 2. In the alternative, Applicant's request for relief is dimensional in nature. Therefore, under <u>Hertzberg v. Zoning Board of Adjustment of the City of Pittsburgh</u>, 721 A.2d 43 (Pa. 1998), the Zoning Hearing Board may consider multiple factors, including the economic detriment to the applicant if the variance is denied, the financial hardship created by any work necessary to bring the proposed project into strict compliance with the zoning requirements and the characteristics of the surrounding neighborhood. It is particularly compelling that Applicant's requested relief is to build a stick-built custom home which fits the character of the neighborhood much more than a manufactured mobile/modular home. The proposed home would add value to the neighborhood.

As indicated in Exhibit "B", there are unique characteristics of the Property, including its narrow and shallow configuration, and other physical conditions peculiar to the Property. Because of such physical circumstances or conditions, there is no possibility that the Property can be developed in strict conformity with the provisions of the applicable provisions of the Code. Dimensional variances are therefore necessary to enable reasonable use of the Property. The Court has already Ordered that variances must be granted. Applicant requests that they be reasonable.

The unnecessary hardship has not been created by the Applicant. Moreover, the requested variances, if granted, will not alter the essential character of the neighborhood or zoning district in which the Property is located nor substantially or permanently impair the appropriate use or development of adjacent properties, nor be detrimental to the public welfare. Further, the variances, if granted, will represent the minimum reasonable variance that will afford appropriate relief.

RESPECTFULLY SUBMITTED,

WISLER PEARLSTINE, LLP

Michael J. Clement, Esq.

**Attorneys for Applicant** 

## Grace Building Co., Inc PO Box 4008 Rydal, PA 19046

October 21, 2021

Zoning officer and/or Zoning Hearing Board Lower Providence Township 100 Parklane Dr Eagleville PA 19403

Re: Zoning Application,  $4^{th}$  St, 430005020004 (Block 22, unit 33) and Zoning Application,  $5^{th}$  St, 430004600001 (Block 21, units 21 & 22)

Dear Gentlemen and Ladies,

Enclosed is a Zoning Application, from Mikelen, LLC This will confirm that Miklen, LLC has our permission to submit this application and to represent us at the zoning hearing board. They are the equitable owners of these lots.

Please schedule a zoning hearing on the application and send us notice of the date, time and location.

Sincerely, Grace Building Co., Inc

By: Charles Breinig, Vice President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 21st day of October, 2021

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year aforesaid.

(SEAL)

Commonwealth of Pennsylvania - Notary Seal NICOLE HAYS - Notary Public Montgomery County My Commission Expires July 27, 2025 Commission Number 1250845 NOTARY PUBLIC

## STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

**ASVL** 

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

BUYER(S): MIKELEN, LLC	PARTIES
BOTEMOJ. MIRELEN, LLC	SELLER(S): C. EVERETT, INC., and GRACE BUILDING
	CO., INC., By: CHARLES BREINIG, Principal Officer
A West Transport of the Control of t	The same same same same same same same sam
BUYER'S MAILING ADDRESS:	COVI.
	SELLER'S MAILING ADDRESS:
	outs 1, adjusted to 10 (1, 10 th) to expectation by Miles when 1 and 10 th 10 to 10 th 10 to 10 th 10
t internationalistis ( to the t manufacture and the second of the second	The state of the s
PI Pr	ROPERTY
See Property Description Addendum	
ADDRESS (including postal city) SEE ATTACHED LIST OF)	PROPERTIES 7TP
III HE DUNCHARD OF LOWED DOODS AND	2311
in the municipality of LOWER PROVIDENCE in the School District of METHACTON	, County of MONTGOMERY , in the Common wealth of Pennsylvani
Tax ID #(s)	, in the Common wealth of Pennsylvania
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recordi 43-00-04603-00-7. 43-00-05020-00-4 AND 43-00-13252-00-7	ng Date; Control #): FOUR TAX PARCELS: 43-00-04600-00-1,
DEMANDIA DELL'ARTERIA	
BUYER'S RELATIONSHIE  No Business Relationship (Buyer is not represented by	WITH PA LICENSED BROKER
Broker (Company)	a proker)
The second secon	
Company Address	
Company Address	State License # Direct Phone(s)
The state of the s	Direct Phone(s) Cell Phone(s)
Company Phone	Fmail
	Licensec(s) is (check only one):
mover is (cueck bully one).	
Buyer Agent (Broker represents Buyer only)	Buyer Agent (all company licensees represent Buyer) Buyer Agent with Designated Agency (collection)
Dual Agent(See Dual and/or Designated Agent box below)	Buyer Agent with Designated Agency (only Licensee(s) name above represent Buyer)
I***1	Dual Agent (See Dual and/or Designated Agent box below)
Transaction Licensee (Broker and Licensee(s) provi	ide real estate services but do not represent Buyer)
SELLER'S RELATIONSHI No Business Relationship (Seller is not represented by a broken	Was the property and the second
roker (Comment)	IP WITH PA LICENSED BROKER
roker (Company)	IP WITH PA LICENSED BROKER  () Licensee(s) (Name)
property License #	IP WITH PA LICENSED BROKER  (r)  Licensee(s) (Name)
property License #	IP WITH PA LICENSED BROKER  c) Licensee(s) (Name) State License #
ompany License #	IP WITH PA LICENSED BROKER  c) Licensee(s) (Name) State License # Direct Phone(s)
ompany License #	IP WITH PA LICENSED BROKER  c) Licensee(s) (Name) State License # Direct Phone(s)
ompany License # Ompany Address Ompany Phone	IP WITH PA LICENSED BROKER  c)  Licensee(s) (Name)  State License #  Direct Phone(s)  Cell Phone(s)  Email
ompany License # Ompany Address Ompany Phone Ompany Fax	IP WITH PA LICENSED BROKER  c)  Licensee(s) (Name)  State License #  Direct Phone(s)  Cell Phone(s)  Email  Licensec(s) is (check only one):
ompany License # ompany Address ompany Phone ompany Fax oker is (check only one):	IP WITH PA LICENSED BROKER  T)  Licensee(s) (Name)  State License #  Direct Phone(s)  Cell Phone(s)  Email  Licensec(s) is (check only one):  Seller Agent (all company licensees represent C. II.)
ompany License # ompany Address ompany Phone ompany Fax oker is (check only one): Seller Agent (Broker represents Seller only)	IP WITH PA LICENSED BROKER  T)  Licensee(s) (Name)  State License #  Direct Phone(s)  Cell Phone(s)  Email  Licensec(s) is (check only one):  Seller Agent (all company licensees represent Seller)  Seller Agent with Designated Agency (only License)
ompany License # ompany Address ompany Phone ompany Fax oker is (check only one);	IP WITH PA LICENSED BROKER  T)  Licensee(s) (Name)  State License #  Direct Phone(s)  Cell Phone(s)  Email  Licensec(s) is (check only one):  Seller Agent (all company licensees represent Seller)  Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
ompany License # ompany Address ompany Phone ompany Fax oker is (check only one): Seller Agent (Broker represents Seller only)	IP WITH PA LICENSED BROKER  T)  Licensee(s) (Name)  State License #  Direct Phone(s)  Cell Phone(s)  Email  Licensec(s) is (check only one):  Seller Agent (all company licensees represent Seller)  Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
ompany License # Ompany Address Ompany Phone Ompany Fax Oker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)	IP WITH PA LICENSED BROKER  T)  Licensee(s) (Name)  State License #  Direct Phone(s)  Cell Phone(s)  Email  Licensec(s) is (check only one):  Seller Agent (all company licensees represent Seller)  Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)  Dual Agent (See Dual and/or Designated Agent box below)
ompany License # ompany Phone ompany Phone ompany Fax oker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)  Transaction Licensee (Broker and Licensee(s) provide	IP WITH PA LICENSED BROKER  T)  Licensee(s) (Name)  State License # Direct Phone(s) Cell Phone(s) Email Licensec(s) is (check only one): Seller Agent (all company licensees represent Seller) Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) Dual Agent (See Dual and/or Designated Agent box below)
ompany License # ompany Phone ompany Phone ompany Fax oker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)  Transaction Licensee (Broker and Licensee(s) provide	IP WITH PA LICENSED BROKER  T)  Licensee(s) (Name)  State License # Direct Phone(s)  Cell Phone(s)  Email  Licensec(s) is (check only one):  Seller Agent (all company licensees represent Seller)  Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)  Dual Agent (See Dual and/or Designated Agent box below)  le real estate services but do not represent Seller)
ompany License # Ompany Address Ompany Phone Ompany Phone Ompany Fax Oker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)  Transaction Licensee (Broker and Licensee(s) provided by the property of the provided by	Licensee(s) (Name)  State License # Direct Phone(s) Cell Phone(s) Email Licensec(s) is (check only one): Seller Agent (all company licensees represent Seller) Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) Dual Agent (See Dual and/or Designated Agent box below)  de real estate services but do not represent Seller)  ESIGNATED AGENCY d Seller in the same transaction. A Licensee is a Dual Agent where
ompany License # ompany Phone ompany Phone ompany Fax oker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)  Transaction Licensee (Broker and Licensee(s) provided to the property of the provided to	Licensee(s) (Name)  State License # Direct Phone(s) Cell Phone(s) Email Licensec(s) is (check only one): Seller Agent (all company licensees represent Seller) Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) Dual Agent (See Dual and/or Designated Agent box below)  de real estate services but do not represent Seller)  ESIGNATED AGENCY d Seller in the same transaction. A Licensee is a Dual Agent when a Broker's licensees are also Dual Agents UNLESS there are separate atted for Buyer and Seller, the Licensee is a Dual Agent
ompany License # ompany Phone ompany Phone ompany Fax oker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)  Transaction Licensee (Broker and Licensee(s) provided by the seller only)  Broker is a Dual Agent when a Broker represents both Buyer and ensee represents Buyer and Seller in the same transaction. All of Esignated Agents for Buyer and Seller. If the same Licensee is design.  signing this Agreement, Buyer and Seller each acknowledge have pplicable.	Licensee(s) (Name)  State License # Direct Phone(s) Cell Phone(s) Email Licensec(s) is (check only one): Seller Agent (all company licensees represent Seller) Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) Dual Agent (See Dual and/or Designated Agent box below)  de real estate services but do not represent Seller)  ESIGNATED AGENCY d Seller in the same transaction. A Licensee is a Dual Agent when a Broker's licensees are also Dual Agents UNLESS there are separate atted for Buyer and Seller, the Licensee is a Dual Agent
ompany License # ompany Phone ompany Phone ompany Fax oker is (check only one): Seller Agent (Broker represents Seller only) Dual Agent (See Dual and/or Designated Agent box below)  Transaction Licensee (Broker and Licensee(s) provid  Broker is a Dual Agent when a Broker represents both Buyer and ensee represents Buyer and Seller in the same transaction. All of Esignated Agents for Buyer and Seller. If the same Licensee is design signing this Agreement, Buyer and Seller each acknowledge have publicable.	Licensee(s) (Name)  State License # Direct Phone(s) Cell Phone(s) Email Licensec(s) is (check only one): Seller Agent (all company licensees represent Seller) Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) Dual Agent (See Dual and/or Designated Agent box below)  de real estate services but do not represent Seller)  ESIGNATED AGENCY d Seller in the same transaction. A Licensee is a Dual Agent when a Broker's licensees are also Dual Agents UNLESS there are separate atted for Buyer and Seller, the Licensee is a Dual Agent

```
(Singles) (oir Simpace Var) (behind Merckes)

(a) The Committee of the book late of the control of the control
```

2		S	eller hereby agrees to sell and convey to Buyer, who agrees to purchase, the i	dentified Property
3	2	. Р	URCHASE PRICE AND DEPOSITS (1-16)	desittled Property.
4		(/	A) Purchase Price \$ GN	2
5			Control Number	AND A COLUMN TO THE PARTY OF TH
6 7			1 7.55.170	U.S. Dollars), to be paid by Buyer as follows:
8			1. Initial Deposit, within days (5 if not specified) of Execution Date,	, , , , , , , , , , , , , , , , , , ,
9			if not included with this Agreement;  2. Additional Denosit within days of the Everytics Date:	\$
10			Additional Deposit within days of the Execution Date: 3.	
11			Remaining balance will be paid at settlement.	\$ 100
12		(B	3) All funds paid by Buyer, including deposits will be paid by chack continued at	-1.
13		•	within 30 DAYS of settlement, including funds paid at settlement, will be by	eck or wired funds. All funds paid by Buyer
14				
15		(0	Deposits, regardless of the form of payment and the person designated as payee, will be otherwise stated here: BRANDYWINE ARSTRACT TITLE COMPANY.	unid in 11 S. Dollars to Probanta Galland
16 17			otherwise stated here: BRANDYWINE ABSTRACT TITLE COMPANY deposits in an escrow account in conformity with all applicable laws and regulations.	) who will retain
18			deposits in an escrow account in conformity with all applicable laws and regulation Agreement. Only real estate brokers are required to hold deposits in an account in conformity with all applicable laws and regulation.	ons until consummation or termination of this
19				
20	3.	SE	ELLER ASSIST (If Applicable) (2.12)	he execution of this Agreement.
21		Se	eller will pay \$ N/A or % of 1	Dimbon D.t. (D.t.)
22		er'	s costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up mortgage lender.	to the amount or persentant which is
23 24				amount of percentage which is approved
25	4.	5E	ETTLEMENT AND POSSESSION (1-16)	
26		(B)	) Settlement Date is ) Settlement will occur in the county where the Property is located or in an adjacent Buyer and Seller agree otherwise.	, or before if Buyer and Seller agree.
27		\— <u>,</u>	Buyer and Seller agree otherwise.	county, during normal business hours, unless
28		(C)	At time of settlement, the following will be pro-mised on a della basis to	tear and Sullar minutes :
29 30			current taxes; rents; interest on mortgage assumptions; water and/or sewer fees, toge fees. All charges will be pro-rated for the period's covered Seller will be	ther with any other lienable municipal remise
31			fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to a will pay for all days following settlement unless otherwise stated here:	nd including the date of settlement and Buyer
32			will pay for all days following settlement, unless otherwise stated here:	
33		(D)	For purposes of prorating real estate taxes, the "periods covered" are a full	the state of the s
34			1. Municipal tax bills for all counties and municipalities in Donast density and for the	ried from January 1 ( P
35 36			and between the control of the contr	for the maniful Co
37		(E)	School tax bills for all other school districts are for the period from July 1 to June 30	).
38		(1)	Conveyance from Seller will be by fee simple deed of special warranty unless otherwise s	stated here:
39		(F)	Payment of transfer taxes will be divided equally between Buyer and Seller unless otherw	
40			The state of the s	ise stated here:
41 42		(G)	Possession is to be delivered by deed, existing keys and physical possession to a vac- broom-clean, at day and time of settlement, unless Seller, before signing this A	ant Property free of debrie with all above
43				ent, has identified in writing that the Property
44		(H)	is subject to a lease.  If Seller has identified in writing that the D.	and the tropicty
45		()	If Seller has identified in writing that the Property is subject to a lease, possession i assignment of existing leases for the Property, together with security deposits and in Seller will not enter into any new leases, nor extend existing leases for the Property.	s to be delivered by deed, existing keys and
46			Seller will not enter into any new leases, nor extend existing leases, for the Property will acknowledge existing lease(s) by initialing the lease(s) at the property will acknowledge existing lease(s) by initialing the lease(s) at the property of the pro	terest, if any, at day and time of settlement.
47				Agreement unless otherwise areas lives
48 49	5.	DAT		regreenent, unless otherwise stated in this
50	э.	(A)	TES/TIME IS OF THE ESSENCE (2-12)	
51		(B)	Written acceptance of all parties will be on or before:  The Settlement Date and all other dates and times identify the settlement of the	
52		. ,	The Settlement Date and all other dates and times identified for the performance of essence and are binding.	any obligations of this Agreement are of the
53		(C)	The Execution Date of this Agreement is the date when Down and Called	Full acceptance of the second
54			and/or initialing it. For purposes of this Agreement, the number of days will be cour day this Agreement was executed and including the last day of the time possible of the time	ited from the Execution Determined the
55 56			day this Agreement was executed and including the last day of the time period. All chand dated.	inges to this Agreement should be initially
57		മ്പ	The Settlement Date is not extended by	- Service of the month of modified
58		<i>(-)</i>	The Settlement Date is not extended by any other provision of this Agreement and manner of the parties.	y only be extended by mutual written agree-
59		(E)	Certain terms and time periods are pre-printed in this Agreement as	
60				the Buyer and Seller. All pre-printed terms
61			all parties, except where restricted by law.	and mooning unterent terms acceptable to
			1 Am	

Buyer Initials:

Seller Initial

		ZONING (1-16)				
64		Failure of this Agreement to contain the zoning classification	(except in cases where the property (and each parcel thereof, if subdi-			
65						
66						
67	Loring Classification, as set forth in the local zoning ordinance: NON-CONFORMING DESIDENTIAL A comp					
68	7.		·			
69 70		(A) INCLUDED in this sale are all existing items permanently in	talled in the Property, free of liens. Also included:			
71		(B) The following items are not owned by Soller and may be subi	ect to a lease or other financing agreement:			
72			and a reason object financing agreement:			
73 74		(C) EXCLUDED fixtures and items:				
75	8.	MORTGAGE CONTINGENCY (1-18)	a minute of the control of the contr			
76		X WAIVED. This sale is NOT contingent on martine from	along the L D			
77		may include an appraisal contingency.	cing, although Buyer may obtain mortgage financing and/or the parties			
78		ELECTED.				
79		(A) This sale is contingent upon Buyer obtaining mortgage finance				
80	Rive		The second place is the contract of the contra			
81	Loa	st Mortgage on the Property	Second Mortgage on the Property			
82	Min	л Amount \$ years	Loan Amount \$ Minimum term			
83	Tim	s of rooms				
84	For.	e of mortgage	Type of mortgage			
85	101.	Land acquisition only	101.			
86		Land acquisition only	Land acquisition only			
87		Land acquisition and construction	Land acquisition and construction			
88	Loar	Other	Other			
89	Mort	" YO - FRIDE (TO I V) TALLO HOLLO EXCEED	Loan-To-Value (LTV) ratio not to exceed%			
90	p. a. V z.	tgage lender	Mortgage lender			
91	inter	est rate 92: houseoner Duncas and	and the control of th			
92	inter	rest rate as may be committed by the mortgage lender not				
92 93	to ex	ceed a maximum interest rate of	interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not			
93 94	to ex Disc	ceed a maximum interest rate of % ount points. Joan prignation loan placement and other face	interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %			
93 94 95	to ex Disco	ceed a maximum interest rate of % ount points, loan origination, loan placement and other fees ged by the lender as a percentage of the mortgage loan, a gradual	interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees			
93 94 95 96	to ex Disco charge ing	ceed a maximum interest rate of % ount points, loan origination, loan placement and other fees ged by the lender as a percentage of the mortgage loan ) exclud- any mortgage insurance premiums or VA funding fee) not to	interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding			
93 94 95	to ex Disco charge ing	ceed a maximum interest rate of % ount points, loan origination, loan placement and other fees ged by the lender as a percentage of the mortgage loan ) exclud- any mortgage insurance premiums or VA funding fee) not to	interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding			
93 94 95 96 97	Disconting of the charge ing of the case o	ceed a maximum interest rate of % ount points, loan origination, loan placement and other fees ged by the lender as a percentage of the mortgage loan) exclud- any mortgage insurance premiums or VA funding fee) not to ed% (0% if not specified) of the mortgage loan.	interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan			
93 94 95 96	Disconting of the charge ing of the case o	ceed a maximum interest rate of % ount points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) exclud- any mortgage insurance premiums or VA funding fee) not to ed% (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lenders approximately.	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.			
93 94 95 96 97	Disconting of the charge ing of the case o	ceed a maximum interest rate of % ount points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) exclud- any mortgage insurance premiums or VA funding fee) not to ed% (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.			
93 94 95 96 97 98 99	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  ount points, loan origination, loan placement and other fees ged by the lender as a percentage of the mortgage loan ) exclud- any mortgage insurance premiums or VA funding fee) not to ed% (0% if not specified) of the mortgage loan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later			
93 94 95 96 97 98 99	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  ount points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed% (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later			
93 94 95 96 97 98 99 100	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  ount points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed% (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation degage application(s) by the date indicated above. Seller or	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage insurance that the second conditional or outright approval of Buyer's mortgage application (s)			
93 94 95 96 97 98 99 100 101	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  ount points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed% (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right			
93 94 95 96 97 98 99 100 101 102 103	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  ount points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation degage application(s) by the date indicated above, Seller to terminate continues until Buyer delivers documentation mortgage application(s) to Seller, Until Seller terminate	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later			
93 94 95 96 97 98 99 100 101 102 103 104	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's sthis Agreement pursuant to this Paragraph, Buyer must continue to			
93 94 95 96 97 98 99 100 101 102 103 104 105	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller not terminate continues until Buyer delivers documentating mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's so this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the data indicated shave follows.			
93 94 95 96 97 98 99 100 101 102 103 104 105 106	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's so this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the data indicated shave follows.			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller into terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A) OR	Interest rate %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Coutains any condition not specified in this Agreement.	Interest rate  %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvate according to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to I lender's conditional or outright approval of Buyer's mortgage a. Does not satisfy the terms of Paragraph 8(A), OR b. Coutains any condition not specified in this Agreement received by the lender, or the approval is not valid the	Interest rate  %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approva according to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to I lender's conditional or outright approval of Buyer's mortgage a. Does not satisfy the terms of Paragraph 8(A), OR b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid threby the mortgage lender(s) within 7 DAYS after the second contains and condition of the proposal is not valid threby the mortgage lender(s) within 7 DAYS after the second contains and condition of the proposal is not valid threby the mortgage lender(s) within 7 DAYS after the condition of the proposal condition	Interest rate  %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):  In (e.g., the Buyer must settle on another property, an appraisal must be pugh the Settlement Date) that is not satisfied and/or removed in writing additing indicated in Date) that is not satisfied and/or removed in writing			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113	Disconting of the charge ing of the case o	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvate according to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to I lender's conditional or outright approval of Buyer's mortgage a. Does not satisfy the terms of Paragraph 8(A), OR b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid the by the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or need to the specified of the portgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or need to the specified in the specified in the specified at or need to the specified in the specified i	Interest rate  %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):  Int (e.g., the Buyer must settle on another property, an appraisal must be pught the Settlement Date) that is not satisfied and/or removed in writing to date indicated in Paragraph 8(B), or any extension thereof, other than the settlement of the committee of the content of the cont			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112	Disconting of the charge ing of the case o	ceed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvate according to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to I lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid the by the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or nea.  If this Agreement is terminated pursuant to Paragraphs 8.	Interest rate  %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):  Int (e.g., the Buyer must settle on another property, an appraisal must be pugh the Settlement Date) that is not satisfied and/or removed in writing the date indicated in Paragraph 8(B), or any extension thereof, other than are settlement (e.g., obtaining insurance, confirming employment).			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113	Disconting of the charge ing of the case o	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to I lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid threby the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near If this Agreement is terminated pursuant to Paragraphs 8 all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be respon	Interest rate  %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):  Int (e.g., the Buyer must settle on another property, an appraisal must be pugh the Settlement Date) that is not satisfied and/or removed in writing the date indicated in Paragraph 8(B), or any extension thereof, other than are settlement (e.g., obtaining insurance, confirming employment).  (B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, the terms of Paragraph 27 and this Agreement will be VOID. Buyer			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114	Disconting of the charge ing of the case o	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvaceording to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to I lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid threby the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near If this Agreement is terminated pursuant to Paragraphs 8 all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be responsible for any costs incurred by Buyer for or will be respon	Interest rate  %; however, Buyer agrees to accept the Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):  Int (e.g., the Buyer must settle on another property, an appraisal must be pugh the Settlement Date) that is not satisfied and/or removed in writing the date indicated in Paragraph 8(B), or any extension thereof, other than are settlement (e.g., obtaining insurance, confirming employment).  (B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, the terms of Paragraph 27 and this Agreement will be VOID. Buyer			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115	Disconting of the charge ing of the case o	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvance according to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller in to terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to I lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid through the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near If this Agreement is terminated pursuant to Paragraphs 8 all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for an Agreement, and any costs incurred by Buyer for an Agreement, and any costs incurred by Buyer for an Agreement.	Interest rate			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116	to ex Discrete charging a exceed	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvance according to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller into terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreeme received by the lender, or the approval is not valid through the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near those conditions that are customarily satisfied at or near all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for (1) Tith for cancellation; (2) Flood insurance, fire insurance, haza (3) Appraisal fees and charges paid in advance to more the second of the property of th	Interest rate			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117	to ex Discrete charging a exceed	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvance according to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller into terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreeme received by the lender, or the approval is not valid through the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near those conditions that are customarily satisfied at or near all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for (1) Tith for cancellation; (2) Flood insurance, fire insurance, haza (3) Appraisal fees and charges paid in advance to more the second of the property of th	Interest rate			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118	to ex Discrete charging a exceed	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvance according to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller into terminate continues until Buyer delivers documentating mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  3. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreement received by the lender, or the approval is not valid the by the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near 1st those conditions that are customarily satisfied at or near 1st this Agreement is terminated pursuant to Paragraphs 8 all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for: (1) Tithe for cancellation; (2) Flood insurance, fire insurance, haza (3) Appraisal fees and charges paid in advance to mortgage.  The Loan-To-Value ratio (LTV) is used by lenders as one tool.	interest rate  %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's in this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):  In (e.g., the Buyer must settle on another property, an appraisal must be pugh the Settlement Date) that is not satisfied and/or removed in writing e date indicated in Paragraph 8(B), or any extension thereof, other than are settlement (e.g., obtaining insurance, confirming employment).  (B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, the terms of Paragraph 27 and this Agreement will be VOID. Buyer by inspections or certifications obtained according to the terms of this e search, title insurance and/or mechanics' lien insurance, or any fee rollender(s).			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119	to ex Discrete charging a exceed	creed a maximum interest rate of %  count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvance according to the terms set forth above, Buyer will promptly than  i. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller into terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid through the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near those conditions that are customarily satisfied at or near those conditions will be returned to Buyer according to will be responsible for any costs incurred by Buyer for (1) Tith for cancellation; (2) Flood insurance, fire insurance, haza (3) Appraisal fees and charges paid in advance to mortgage.  The Loan-To-Value ratio (LTV) is used by lenders as one tool to may be necessary to qualify for certain loans or huvers might	interest rate			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120	to ex Discrete charging a exceed	creed a maximum interest rate of % count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvance according to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller into terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid through the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near 1st this Agreement is terminated pursuant to Paragraphs 8 all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for: (1) Tith for cancellation; (2) Flood insurance, fire insurance, haza (3) Appraisal fees and charges paid in advance to mortgage.  The Loan-To-Value ratio (LTV) is used by lenders as one tool to may be necessary to qualify for certain loans, or buyers might. The appraised value of the Property may be need by lenders as one tool to may be necessary to qualify for certain loans, or buyers might.	Interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's in this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating get application(s):  at (e.g., the Buyer must settle on another property, an appraisal must be pugh the Settlement Date) that is not satisfied and/or removed in writing the date indicated in Paragraph 8(B), or any extension thereof, other than are settlement (e.g., obtaining insurance, confirming employment).  (B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, the terms of Paragraph 27 and this Agreement will be VOID. Buyer my inspections or certifications obtained according to the terms of this e search, title insurance and/or mechanics' lient insurance, or any fee required to pay additional fees if the LTV exceeds a specific level.			
93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121	to ex Discrete charging a exceed	creed a maximum interest rate of % count points, Ioan origination, Ioan placement and other fees ged by the lender as a percentage of the mortgage Ioan ) excludany mortgage insurance premiums or VA funding fee) not to ed % (0% if not specified) of the mortgage Ioan.  (B) Upon receiving documentation demonstrating lender's approvance according to the terms set forth above, Buyer will promptly than  1. If Seller does not receive a copy of the documentation of gage application(s) by the date indicated above, Seller into terminate continues until Buyer delivers documentation mortgage application(s) to Seller. Until Seller terminate make a good-faith effort to obtain mortgage financing.  2. Seller may terminate this Agreement by written notice to lender's conditional or outright approval of Buyer's mortgage.  a. Does not satisfy the terms of Paragraph 8(A), OR  b. Contains any condition not specified in this Agreemen received by the lender, or the approval is not valid through the mortgage lender(s) within 7 DAYS after the those conditions that are customarily satisfied at or near 1st this Agreement is terminated pursuant to Paragraphs 8 all deposit monies will be returned to Buyer according to will be responsible for any costs incurred by Buyer for: (1) Tith for cancellation; (2) Flood insurance, fire insurance, haza (3) Appraisal fees and charges paid in advance to mortgage.  The Loan-To-Value ratio (LTV) is used by lenders as one tool to may be necessary to qualify for certain loans, or buyers might. The appraised value of the Property may be need by lenders as one tool to may be necessary to qualify for certain loans, or buyers might.	interest rate  %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of  %  Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed  % (0% if not specified) of the mortgage loan.  al, whether conditional or outright, of Buyer's mortgage application(s) deliver a copy of the documentation to Seller, but in any case no later emonstrating lender's conditional or outright approval of Buyer's mortgage terminate this Agreement by written notice to Buyer. Seller's right on demonstrating lender's conditional or outright approval of Buyer's is this Agreement pursuant to this Paragraph, Buyer must continue to Buyer after the date indicated above if the documentation demonstrating ge application(s):  In (e.g., the Buyer must settle on another property, an appraisal must be pugh the Settlement Date) that is not satisfied and/or removed in writing e date indicated in Paragraph 8(B), or any extension thereof, other than are settlement (e.g., obtaining insurance, confirming employment).  (B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, the terms of Paragraph 27 and this Agreement will be VOID. Buyer by inspections or certifications obtained according to the terms of this e search, title insurance and/or mechanics' lien insurance, or any fee rollender(s).			

Buyer Initials: LOOR

124

ASVL Page 3 of 13

Scher Initials: 4 brainig lars

125		(D) The state of t
		(D) The interest rate(s) and fee(s) provisions in Paragraph &(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum length stated. If the defendance of the control of
126		
127		
128		by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer
129		lender(s) to make the above mortgage term(s) available to Buyer.
130		
131		(E) Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application(including payment for and ordering of goods application).
132		
133		choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage leader(s) to assist in
134		
135		(F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/
136		or employment status, fails to cooperate in good faith with presenting internation to anyone concerning Buyer's financial and/
137		
138		- Prince without detay, tails to lock in interest face(s) as stelled in Paragraph 9/01 or off-
139		
		(G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires a task(s) to be performed to the Property Buyer will proper required to the property and casualty insurer providing insurance required by the mortgage lender(s), requires a
140		
141		The state of the copy of the requirements, action will notice the state of the stat
142		
143		If Seller complies with the lender's or insurer's requirements to the action of the seller complies with the lender's or insurer's requirements.
144		If Seller complies with the lender's or insurer's requirements to the satisfaction of the mortgage lender and/or insurer, Buyer
145		
146		and the state of t
		and the state of stority policy of Brings 19.
147		a. Comply with the lender's or insurer's requirements at Buyer's expense, with permission and access to the Property given by
148		The state of the polytical individual Authorities in the property of the prope
149		such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unrea-
150		
151		b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
152		
153		If Buyer fails to respond within the time stated in Paragraph 200000 on 5.55
154		notice to seller within that time, Buyer will accept the Property, comply with the lender's or insurer's requirements at
155		Buyer's expense and agree to the release in Paragraph 29 of this agreement.
156	9.	Change in Buyer's Financial Status (6.20)
157		If a change in Buyer's financial status affects Buyer's shilip to supplement Durant in
158		
159		employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for endor incurred a new financial obligation; entry of a judgment against
160		Buyer, Buyer understands that applying for endor incurring an additional for endor incurring an additional for endor incurring an additional for endors incurred a new tinancial obligation; entry of a judgment against
161		Buyer, Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to
162	10.	SELLER REPRESENTATIONS (1-16)
163		(A) Status of Water
164		Seller represents that the Property is served by:
165		
166		(B) Status of Sewer Community Water On-site Water None X WATER LINSON ADJACENT SPEET
167		1. Seller represents that the Property is served by:
168		IV Dyshlin Courses
169		Individual On Lat 9 was Notice 21
170		
171		The series of th
172		None (See Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)  X SEWER LINES IN ADJACENT STREET
173		2. Notices Pursuant to the Pennsylvenia Saurage Redikita data
174		
175		Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the
176		Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
177		repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
178		permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
179		administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The
180		
181		working cooperatively with others.
		Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 or the Pennsylvania
182		visions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before
183		installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent treet effect leaves 10, 1992.
		when a second of the company of the
184		where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Butter is subdivided from a parent tract after January 10, 1987.
185		were not conducted and that, should the system malfunction the advance (1), 1987). Buyer is advised that soils and site testing
		where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Buyer Initials: LDO

188

ASVL Page 4 of 13

4 breinig lots Seller Initials:

	Produced with zipForm9 by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.xipLogix.com 4 brein	ig lots
LUE	Seller I	nitials:
252	Buyer Initials: ASVI Page 5 of 12	,
	I Dan	A. A. Mariana
251	2. Seller knows of no other potential notices (including violations) and/or assessments except as follows:	
250	2. Seller knows of no other patential notices (including violations) and/a	2
249	and the state of t	
248	lations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller know that would constitute a violation of any such ordinances that remain uncorrected, and that Seller know	vs of no condition
247		
246		
244		homeowner associ-
243 244	(O) Laptic and/of Ellaste Wassessments	
242	and the state of t	
242	and the determine the testification of accomplished of the property and the term of	
240		
239 240		
238	a. Conservation reserve (Engancement) Program: Properties encolled in the Conservation	
237		
236	and the same of the stroperty to buyer did the property lax implications that will be man arm to come	i
234		
233 234		
232		
231	Upon Space Act: This Act enables counties to enter into coverants with a coverants	farm, forest water
230		
229	"D'	V. Or that may recult
228	and at many open advisor of the them its children the Culture to a vector and a vec	
227	o. Clean and Green Program: Properties enrolled in the Clean and Green Program receives and	
226	and the state of t	
	private a visitality protects agricultural resources for the production of food and accidite to	
224		ricultural operations
223		estimated and condition and the second second
222 223		
221		
220	Oher Space Act (Act 44% of 130  32  32  5.2  6 2001 et sed.)	or weigh
219	Farmland and Forest Land Assessment Act (Clean and Green Program: Act 319 of 1974: 72 P. S. 5. 5400	),1 et sea.)
218	Agricultural Area Security Law (Act 43 of 1981: 3 P.S. 8901 et seg.)	
217	rang and a reday (acc requires regarding rang ose restlictions pelow).	z harhozez minnet ille
216	and the state of the control of the control to light the legal titles and that he heater and the control of the	X purposes under the
215		Market Samuel Committee of the Committee
214		4. In Proceedings of the contraction of the contraction
213		
212	2 (E) Historic Preservation	
211	and the state of t	or to, unting, of affer
210	The state of the plant of the calving in the control of the calving in the calvin	or to during or after
209		hiding attorney fees
208		
207	and the first state of the figurity of disposing of any marginal or wacte or the displacement	t to any law or regu-
206		
205		
204	any substance in any manner which requires remediation: (2) The Property contains week at the contains we were the contains we can be contained at the contained at	
203		
202	memorphing completes a major plaining (equirement bursuant to the Penneylyania Courage Englished A	and regulations pro-
201	the state of the s	
200	facilities are not available for this lot and construction of a structure to be constituted by	limitations. Sewage
199	Notice 5: This lot is within an area in which permit limitations are in effect and is subject to	10
198		
197	distance between the individual water supply or water supply system suction line and the perimeter of the	ne horizontal isolation
196	" - " Total Juppi) System special thic and decamen lanks shall be an iper Subcorban (4) of \$77.14 a	
195	The parameter of the property	
194		* **
193	The same of its moralisation of Doccinioci 14, 1993, Whichever is inter-	
192	about to the complytaing devage racinities Act. Seller milet provide a history of the convolution of	staining the tank from
191	1 1 1 1 2 3 3 3 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
190		conveyed by a water
189	89 Modica 2x This December 1 to 1 to 1 to 1 to 1	

253 (H) Highway Occupancy Permit Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation and/or the 254 255 municipality. It should not be presumed that agricultural and other existing accesses or driveways are permitted. 256 11. WAIVER OF CONTINGENCIES (9-05) If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental 257 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's 258 failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer 259 260 accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement. 261 12. BUYER'S DUE DILIGENCE/INSPECTIONS (6-20) 262 (A) Rights and Responsibilities Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to 263 surveyors, municipal officials, appraisers and inspectors. Unless otherwise agreed, only Parties and their real estate licensee(s) 264 265 may attend any inspections. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the 266 condition of the Property is as required by this Agreement and any addenda. Buyer's right to this inspection is not waived by 267 268 any other provision of this Agreement. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition 269 as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or 270 271 reimbursing Seller for any loss of value. 272 All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for 273 Buyer. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. 274 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspec-275 tion" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or 276 otherwise qualified professionals. All inspections shall be performed in a non-invasive manner, unless otherwise agreed in writing. 277 If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 278 279 12(D) for Notices Regarding Property & Environmental Inspections) (C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any 280 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a 281 282 written corrective proposal(s) to Seller, according to the terms of Paragraph 13(B). 283 Property Inspections and Environmental Hazards Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration; 284 Elected 285 electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental Waived hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. 286 287 (See Notices Regarding Property & Environmental Inspections) 288 Deeds, Restrictions and Zoning Buyer may investigate casements, deed and use restrictions (including any historic preservation restrictions or ordi-289 Elected nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the 290 Waived 291 Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement 292 contingent upon an anticipated use. Present use: 293 Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise 294 Elected qualified water/well testing company. If and as required by the existing inspection company, Seller, at Seller's expense, 295 Waived will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous 296 297 condition, at Seller's expense, prior to settlement. 298 Connection to Off-Site Water Source Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service 299 Elected 300 Provider): Waived . (See Paragraph 14) 301 On-Lot Sewage (If Applicable) 302 Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic Elected 303 Waived test, from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's 304 expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water 305 needed, unless otherwise agreed. Selier will restore the Property to its previous condition, at Seller's expense, prior 306 to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contin-307 308 Elected gency. 309 Waived Connection to Off-Site Sewage Disposal System Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name 310 311 of Service Provider);

Waived

are acceptable to

Seller Initials: 4 breinig lots

Buyer may determine the insurability of the Property by making application for property and casualty insurance for

the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with

the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry

flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised

312

313

314

315

316

317

318

Elected

Buyer Initials: LOG

Buyer. (See Paragraph 15)

Property and Flood Insurance

319		ance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need
320 321	F1 . )	and the state of t
322	Elected	Property Boundaries  Buyer may counge the services of a recovery city of a large state of a recovery city of a large state of a recovery city of a large state
323		
324		
325		
326		property are approximations only and may be in accurate.
327	Elected	Other
328		Waived
329		Traived
330	The Inspection	ons elected above do not apply to the following existing conditions and/or items:
331	-	enditions and/or items:
332		
333	(D) No	tices Regarding Property & Environmental Inspections
334	(2) 110	Flantengaredia Sellar St. T.
335		Electromagnetic fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive evidence that EMFs pose health risks does not exist at present and Bernauluming.
336		evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.
337	2.	Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found.
338		of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsi-
		bility to dispose of them properly. Inquiries or requests for more information about hazardous substances can be directed to the
339		U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202)
340		
341		PA 17120. PA 17120.
342	3.	Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer or surveyor to investigate whether the Property is located in a wetlands are to describe the described and state governments.
343		
344		develop the property would be affected or denied because of its location in a wetlands area.
345	13. INSPEC	A A CAN A CONTAINTURE (N Y. 106 ZIII
346	(A) The	Contingency Period is 60 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected aragraph 12(C).
347	in Pa	aragraph 12(C).
348	(B) With	nin the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph
349	13(C	):
350	1.	If the results of the inspections elected in Paragraph 12(C) are sutisfactory to Buyer, Buyer WILL present all Report(s) in
351		
352		Paragraph 29 of this Agreement, OR
353	2.	If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this Agreement by written notice to Seller and terminate this seller and terminate this seller and terminate this seller and the seller and th
354		their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
355		according to the terms of Paragraph 27 of this Agreement, OR
356	<b>3.</b> .	If the results of any inspection elected in Democrath 1970, and the second seco
357		their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by
358	į.	Buyer. Buyer.
359	•	The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the
360		corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that the projected date for completion of the corrections.
361	ī	ections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental
362	Ε	equirements if performed in a workmanlike general the confections that do not comply with mortgage lender or governmental
363		Following the end of the Contingency Period Buyer and Seller will be the seller will be t
364		Period. During the Negotiation Period:  days (5 if not specified) for a Negotiation
365		(I) Seller will acknowledge in writing Seller's acreament to a seller's acreament to the seller will acknowledge in writing
366		
367		ments to the Property and/or any credit to Buyer at settlements as acceptable to the mortgage lender, if any.  If Seller agrees to satisfy all the terms of Buyer's Proposed as Buyer as acceptable to the mortgage lender, if any.
368		If Seller agrees to satisfy all the terms of Bureau Proposal and a acceptable to the mortgage lender, if any,
369		agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement and the Negotiation
370		Period ends.
371	ь	If no mutually acceptable written agreement is reached or if Saller fails to approach to
372		If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within days (2 if not specified) following the end of the Negotiation Period, Buyer will:
373		(1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this  Agreement, OR
374		Agreement, OR Agreement, OR
375		(2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
376	·	of Paragraph 27 of this Agreement.
377	If Buy	er and Seller do not reach a mutually acceptable makes
378	writte	notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the
379	RELE	ASE in Paragraph 29 of this Agreement. Ongoing negotiations do not automatically extend the Property and agree to the port reveals the need to expand or replace the existing individual.
380	(C) If a Re	port reveals the need to expand or replace the existing individual on lot several the Negotiation Period.

380 381

382

383

384		date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated
385		
386		Agree to the terms of the Proposal accept the Property and agree to the BELLACE to December 1.
387		Agreement of written notice to delict. With all deposit money returned to Division against
388		
389 390		3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 29 of this Agreement. If required by any
391		
392		
393		
394		2 The Control of Contr
395		
396		If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to
397		The state of the s
		The same was the property of the Cold I lide wild the
398		X NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system.
399		
400		The factor of the contract of
401		The same of the sa
402		ELECTED, Contingency Period: days (15 if not energified) from the Europeine Day, (11)
403		whilm the Contingency Period, Buyer will make a completed written application for mysiciant
404		tion of an on-site water system from
405		tion of an on-site water system from ity). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
406		1
407		2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
408		3. It this, unappealable approval is not obtained by
409		a. Accept the Property and agree to the RELEASE in paragraph 20 of this Agrange CR
410		o. Let minute this Agreement by written notice to Seller, with all deposit manies returned to Division to
411		
412		c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.
413 414		ti Duyer and Sener do not reach a written agreement hoforn the time for the state of the state o
415		The state of the s
416	1.6	
417	12	5. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY (1-16)
418		X NOT APPLICABLE. The Property has an existing sewage disposal system.  WAIVED. Seller has provided to Buyer a current Site Investigation and December 1975.
419		
420		sylvania Department of Environmental Protection. Buyer understands and acknowledges that Buyer is not required to accept the re-
421		
422		approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.
423		
424		ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
425		t. Within the Contingency Period, Buyer or Seller will make a completed, written application for municipal approval for the installation of an individual on-lot sewage disposal system from
426		The state of the sewage disposal system money
427		any other costs associated with the application and approval process.
428		2. If the municipality requires the application to be signed by the overall arms S. V.
429		If final unappealable approach is a signed by the current owner, Schier agrees to do so.
430		a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
431		b. Terminate this Agreement by weither gotion to Sallen and the Agreement, OR
432		b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
433		c. Enter into a mutually acceptable written agreement with Seller as acceptable to the leader(s), if any.
434		If Buyer and Seller do not reach a written agreement with seller as acceptable to the lender(s), if any.
435		If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in Paragraph 29 of this Agreement.
436		
437	16.	REAL ESTATE TAXES AND ASSESSED VALUE (1-16)
438		In Pennsylvania, taxing authorities (school districts and municipalities)
439		at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the
440		property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value for the property and result in a change in property tax. Certain improperty will result in the property and result in a change in property tax.
441		property and result in a change in property tax. Certain improvements will result in the Property being reassessed and Buyer will receive
442		
443		
444	17.	NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (6-20)
115		(1) [ 1]

provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will: Buyer Initials: LDA

445

446 447

448

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(G) (excluding assessed value) are received

after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments

- 449 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices 450 and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails 451 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS 452 453 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 454 455 29 of this Agreement, OR Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of 456 457 Paragraph 27 of this Agreement.
  - If Suyer fails to respond within the time stated in Paragraph 17(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.
  - (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to
    - Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
      - Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
      - Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
        - (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, QR
        - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
        - If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.
    - 2. If Seller denies Buyer pennission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
    - If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 17 (B)(3) will survive settlement.

### 18. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (2-12)

- (A) Property is NOT a part of a Planned Community unless checked below.
  - PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth insection 5407 (a) of the Act.

## (B) THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.

- 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate, 4
- The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 of this
- If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

#### 19. TITLES, SURVEYS AND COSTS (6-20)

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

458

459 460

461

462

463

464 465

466 467

468 469

470 471

472 473

474 475

476

477

478 479

480

481 482

483

484 485

486

487

488

489

490 491

492

493

494 495

496

497 498

499

500

501 502

503

504

505 506

507

508

509

510

511 512

513

- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
  - (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
  - (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
  - (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
  - (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller will promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
  - (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 27 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 19(C) items (1), (2), (3) and in Paragraph 19(E).
  - (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.
     Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.
  - (I) COAL NOTICE (Where Applicable)

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

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

#### 20. MAINTENANCE AND RISK OF LOSS (1-16)

- (A) Seller will maintain the Property (including but not limited to grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any part of the Property included in the sale is damaged or fails before settlement, Seller will:
  - 1. Repair or replace that part of the Property before settlement, OR
  - Provide prompt written notice to Buyer of Seller's decision to:
    - a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mortgage lender, if any, OR
    - b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value of the damaged or failed part of the Property.
  - If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails
    to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is
    carlier, that Buyer will:
    - Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
    - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

Buyer Initials: LDA

ASYL Page 10 of 13

Seller Initials:

 If Buyer fails to respond within the time stated in Paragraph 20(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
  - 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
  - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

#### 21. RECORDING (9-05)

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

#### 22. ASSIGNMENT (2-12)

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

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

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

### 24. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-16)

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

#### 25. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (1-16)

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

#### 26. REPRESENTATIONS (2-12)

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

#### 27. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 27(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
  - If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
  - 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  - 3. According to the terms of a final order of court.
  - 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 27 (C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monics that is unresolved

days (180 if not

Buyer Initials A

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

- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 27 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
  - 1. Fail to make any additional payments as specified in Paragraph 2, OR
  - Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
  - Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 27(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
  - 1. On account of purchase price, OR
  - 2. As monies to be applied to Seller's damages, OR
  - As liquidated damages for such default.
- (G) X SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 27 (F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- Brokers and licensees are not responsible for unpaid deposits.

#### MEDIATION (7-20)

642

643

644

645

646

647

648

649 650

651

652

653

654 655

656 657

658

659 660

661

662

663 664

665 666

667

668

669

670

671

672

673

674

675

676

677

678

679 680

681

682

683

684

685

686

687

688 689

690

691

692

693 694

695

696

697

698

699

700 701

702

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit manies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or noted in bad faith. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filling a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

#### 29. RELEASE (1-16)

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

#### 30. REAL ESTATE RECOVERY FUND (1-18)

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

#### 31. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 18. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the

Seller Initials:

703 704 705 706 707 708 709 710 711 712 713 714 715 716		HEADINGS (1-16) The section and paragraph headings in this Agreement are for convenience only and are not i sections which follow them. They shall have no effect whatsoever in determining the rights, oblig SPECIAL CLAUSES (2-12)  (A) The following are part of this Agreement if checked:  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Ad Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Settlement of Other Property Contingency Addendum (PAR Form SOP)  Short Sale Addendum to Agreement of Sale (PAR Form SHS)  Appraisal Contingency Addendum (PAR Form ACA)	ations or intent of the parties.
7** 7.		•	
7: 7:			
7 7			
7 725			
726		It understood that the Seller's, corporate officer, Charles Breit	nig, has a real estate
727 728		broker's license.	
729 730		The properties do NOT have public water in the street adjacer The lot on 5th street does not have public sewer, it is the Selle	nt to the properties.
731 732		behind them, has a sewer lateral that runs downhill to Sunnys	side Ave.
733	D		
734		er and Seller acknowledge receipt of a copy of this Agreement at the time of signing.	
735 736	This parts	Agreement may be executed in one or more counterparts, each of which shall be deemed together shall constitute one and the same Agreement of the Parties.	d to be an original and which counter-
737 738	NOT advis	TICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTR and to consult a Pennsylvania real estate attorney before signing if they desire legal advice.	ACT. Parties to this transaction are
739 740	Retu of all	rn of this Agreement, and any addenda and amendments, including return by electroni parties, constitutes acceptance by the parties.	c transmission, bearing the signatures
741		Buyer has received the Consumer Notice as adopted by the State Real Estate Comm	ission at 49 PA. Code §35.336.
742	ada cantana (14 tan daga	Buyer has received a statement of Buyer's estimated closing costs before signing this	Agreement.
743 744	* ** **	Buyer has received the Deposit Money Notice (for cooperative sales when Broke before signing this Agreement.	r for Seller is holding deposit money)
745	BUY	ER L D FR	DATE 7.6.21
746	BUYI	GR	DATE
747	BUYI	CR	DATE
748 749	Seller	has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. has received a statement of Seller's estimated closing costs before signing this Agreement.	
750	SELL	ER	DATE
751	SELL	ER	DATE
752		and GRACE BUILDING CO INC.	DATE 7/6/21
		By: CHARLES BREINIG, Principal Officer	1 6 6

## EXHIBIT "A"

Google Maps Image of Property and Surrounding Neighborhood





Imagery @2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data @2021

## EXHIBIT "B" Sketch Plan



EXISTING FEATURES LEGEND ROUNDARY LINE ADJOINER LINE SETBACK LINE

SLANTED TEXT DENOTES EXISTING FEATURE

PROPOSED FEATURES LEGEND

VERTICAL TEXT DENOTES PROPOSED FEATURES



Stop - Call Before You Dig!
Pennsylvenia Act 181 (2007) requires
notification by excovotors, designers, or any
parson preparing to disturb the earth's
surface originate of the commonwealth
Pennsylvania One Call System, Inc.
811 or 1-800-242-1776





#43-00-05020-00-4 GRACE BURDING CO. INC. FOURTH ST. D.B. NOT ABLE TO OBTAIN PAGE: NOT ABLE TO OBTAIN

SITE DATA:

EQUITABLE OWNER:

SITE ADDRESS: 47H STREET
GROSS/NET LOT AREA: 4,000 S.F.
>25% STEEP SLOPE AREA: 0 S.F.

ZONING DATA

R=2 RESIDENTIAL DISTRICT (WITH PUBLIC SEWER AND PUBLIC WATER SERVICE)
PROPOSED USE: SINGLE FAMILY DETACHED DWELLING

MIN. LOT AREA
MIN. LOT WORTH AT BUILDING LINE
MIN. BURLDING SETEMACKS:
FRONT YMRO (F.Y.)
SIDE YMRO (S.Y.)
MOX. TOTAL BUILDING COVERAGE
MAX. TOTAL BUILDING COVERAGE
MAX. BUILDING HARGET

25,000 S.F.\* 4,000 S.F.\*\* 100 FT. 40 FT.\*\*

\*PERCENTAGE OF LOT AREA \*\*REFER TO COURT STIPULATION

#### GENERAL NOTES:

- THE BOLINDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON WAS DEVELOPED FROM DEED PLOT, TAX MAP IMAGERY, GEOSFARIL, DATA FROM THE COUNTY OF MONITODINGRY, PENNSTILMAN SAPARL, DATA ACCESS (PAGAD), PIGNA AND US, FISH AND MES, DATE SERVICE MATIONAL WEILLANDS INVENTORY, AND WAS NOT BASED DIN AN ACTUAL FIELD SUPPEY.
- THE SITE AREA SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SPIN) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 42091C0246G, MAP REVISED MARCH 2, 2016.
- 4. LABELS FOR EXISTING FEATURES ARE SLANTED AND ALL PROPOSED FEATURES ARE



					SEAL.	SEAL.	MANAGER		4		CLIÉNT	SUBJECT	JOB NO.
							DESIGN	CHKO, BY	As BI	IRSICH I	MIKELEN, LLC	BUILDING PERMIT PLAN	218217.0
			-				AlK			COCIATES	460 NORRISTOWN ROAD, SUITE 110		SHEET NO.
				- O			DRAFT -	CHKD. BY	PHONE PRO LA	SO KURVEYORS, LANDSCAPE ARCHITECTS	BLUE BELL, PA 19422323	4TH STREET TRACT	01 OF 0
				, _			FILE MIK-03	DATÉ B/4/21		2125 EAST FASIA STATEST POTTSTOWN, PA 19464 610.323.4048			DWG, NO.
							NOTES	SCALE				LOWER PROVIDENCE TWP., MONTGOMERY COUNTY, PENNSYLVANIA	BP_4TH S
NO. REVISION		DATE	EY					1"-10"	www.bsffl	ch.com		COWER PROVIDENCE THP., MONTGOMERT GOONTI, PENNSTEVANIA	D



# EXHIBIT "C" Architects Plan

GUARDRAILS AND HANDRAILS
GUARDRAILS IN-FILL COMPONENTS
PASSENGER VEHICLE GARAGES
NON SLEEPING ROOMS
SLEEPING ROOMS STAIRS ROOF BALCONIES (EXTERIOR) & DECKS FIRE ESCAPES ATTIC WITHOUT STORAGE ATTIC WITH LIMITED STORAGE HABITABLE ATTICS CODE WIND SPEED
CLIMATE ZONE\*
SEISMIC DESIGN CATEGORY\* IRC 2015 ARCHITECT TO BE NOTIFIED IF LOCATION OF PROJECT DIFFERS FROM SPECIFIED PLANNING ZONES LOADS (lbs/SF) 10 20 20 40 40 200 50 50 40 40 40 40 40 90 mph\* ZONE 4\* CAT. B\* 10 10 17 17 9' CLG. @ FIRST FLOOR 8' CLG. @ SECOND FLOOR 7'-8" CLG. @ BASEMENT 10'-0 5/8" CLG. @ GARAGE BASEMENT UNFIN. (SLAB)
GARAGE (SLAB) FIRST FLOOR SECOND FLOOR TOTAL ARCHITECTURAL PLANS FOR: SQUARE FOOTAGE TABLE The 24' House Project #21052 1,960 902 1,058 799 221 NO. CO CC CC CC CC CC CC CC CC A1.0 A1.1 A1.2 A2 A2 A3.0 A4.0 A4.10 A4.1 SCHEDULE OF DRAWINGS BRACED WALL PANEL DETAILS ELEVATIONS/ROOF PLAN FIRST FLOOR PLANS SECOND FLOOR PLANS WALL SECTIONS ELECTRICAL PLANS FOUNDATION PLAN GENERAL NOTES COVERSHEET SECTIONS DETAILS NAME COVER SHEET Cadre Design & Davelopment 123 Leverington Avienue The Mill, Sults 300 Philadelphia, PA 19127 PH. 215.483.5200 Info@cadredevelopment.com 0ATE 08-31-21 03-23-21 C1 REMARKS PERMIT SEE The 24' House

#### S. ALL CAMB. SHAFLE BE APPLIED AT RIGHT ANGLES TO STUDE. JOINTS SHALL BE SEPARATED BY A MINIADA OF ONE BAY ON OPPOSITE SIDES OF THE WALL. JOINTS SHALL BE TAPED AND PROVIDED WITH ONE COAT DESPACE MINIORAL MINIORIS. 4. STRUCTURE(5) SUPPORTING FLOOR-CEILING ASSEMBLES. USED FOR SEPARATION REQUIRED BY SECTION R3028 - NOT LESS THAN \( \) C.W.B. OR EQUIVALENT. 3. FROM ALL HABITABLE ROOMS ABOVE THE GARAGE - NOT LESS THAN } TYPE 'X' G.W.B. OR EQUIVALENT. 2. FROM RESIDENCE AND ATTICS - NOT LESS THAN J. G.W.B. OR EQUIVALENT APPLIED TO THE GARAGE SIDE I. THE CARACE SHALL BE SEPARATED FROM THE DISELLING UNIT, SEE THALE REZIGAS FOR ADDITIONAL D'ITALE OPERINSES IN GRANCE WALLS SHALL COMPLY WITH SECTION REQUESTS. THIS PROPOSION DOES NOT JUPELY TO CARACTER WALLS THAT ARE PERFENDICULAR TO THE ADJACENT DIVELLING UNIT MALE. 9. WHERE THERE IS A DISCREPANCY BETWEEN THE MANUFACTURER'S TRUSS DRAWNES AND THESE DRAWNGS, THE RUSS DRAWNES SHALL PREVAIL. THIS INCLUDES FLOOR AND ROJE TRUSSES B RODE AND FLOOR TRUSS MANIFACTURER TO CONFIRM ALL BEARNIC POINTS AND POINT LOADS, ADVISE ARCHITECT OF ANY DISCREPANCES OR ADDITICAL, BEARNIC GURBED, RUFF TRUSSES ASSUME OUTSIDE WALL BEARNING U.C.N. 6. WINDICKTES SOLID BLOCKING FROM PLATE TO PLATE EQUAL WIDTH OF WALL. A. FOR ROOMS WITH SLOPED CEILINGS AT LEAST SIXE OF THE RECOUNTED FLOOR HEAR OF THE ROOM NUST HAVE A SELLING HEIGHT OF AT LEASE 7' AND NO PORTION OF THE REQUIRED FLOOR AREA MAY HAVE A CELLING HEIGHT DES ATREA MAY HAVE A 1. HABITABLE SPACE, HALLWAYS, BATHROOMS, TOLLET ROOMS, LAUNDRY ROOMS AND PORTIONS OF BASEMENTS CONTAINING THESE SPACES SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7: III. MINIMUM CEILING HEIGHT LIGHT AREA PER HABITABLE ROOM == 8% FLOOR VENTILATION AREA PER ROOM == 4% FLOOR AREA. SEE IRC SECT. R303 FOR EXCEPTIONS. II: NATURAL LIGHT & VENTILATION 7. WINDOW OPENINGS 72" ABOVE GRADE SHALL HAVE A MIN, SILL HEIGHT OF 24" ABOVE TRIBSHED FLOOR, GAZING LOCATED BELOW 24" SHALL BE FIXED OR NOT ALLOW A 4" DIAM, SPHERE TO PASS THROUGH WHEN FULLY OPENIED. 1, 2x4 & 2x6 WALLS ARE DIMENSIONED 3 1/2" & 5 1/2" RESPECTIVELY, EXTERIOR STUD FRAMING IS SHOWN FIJISH WITH FOUNDATION WALL UNLESS OTHERWISE NOTED. B. BATHROOMS SHALL HAVE A MINIMUM CEILING HEIGHT OF BY-B', AT THE CENTER OF THE FRONT CLEARANCE AREA FOR FIXTURES AS SHOWN IN FICURE R307.1. 2. LAUNDRY ROOM DOORS TO BE LOUVERED OR HAVE AND BOTTOM VENTS. 2 ALL FRAMED WALLS NEXT TO BASEMENT FOUNDATION ARE SHOWN AT 4" (1/2" AIR SPACE + 3 1/2" STUD WALL) PROVIDE P.T. SIEL FLATE. GARAGE SEPARATION JULIULIUM INDICATES BEARING WALL. ALL DIMENSIONS ARE ROUGH DIMENSIONS. GENERAL CONSTRUCTION NOTES ALL ANGLES ARE 45" UNLESS OTHERWISE NOTED PORTIONS OF BASEMENTS THAT OD NOT-CONTAIN BITISHE SPACE, HALLWAYS, BATHROCHIS, TOILET ROOMS OF LUNDRY RODINS SHALL HAVE A CEILING HEIGHT OF IT LESS THAN 6"-8". EXCEPTION: BEAMS, GIRDERS, DJOTS, OR OTHER FINGHOUS MAY PROJECT TO WITHIN 8'-4'-OF FINISHED FLOOR BUILDING PLANNING GENERAL AREA [ 당 2 AM LESSY ONE EDRESS DOOD SHALL BE PROVINCED FOR EACH DRELLING THE SECRET SOOD SHALL BE PROVINCE ALL MINUM CLARK MOTHER FOR SECRET STOP, WITH THE EDRESS DOOD SHALL BE DOOD WOUD THE STOP, WITH THE FOOD CHAPT SHALL DOOD WOUD THE STOP, WITH THE FOOD CHAPT SHALL MOTE MINUMED LEAST WITH THE FOOD CHAPT SHALL THE THREESHOLD TO THE EDITION OF THE STOP. SOLUTE, HABY ASE A TICS, WAD EXPY SLEPHING THE STATE AND T J. PRESE SHALL SE A LANGING OR FLOOR ON EACH SIDE OF LAND DUTINGS FOOM. THE WHIT OF EACH LANGING SHALL HAVE THAN THE BOOM SHARED VERY LANGING SHALL BERTHAND OF MINES ON ET 320 HAVE ARE FRIENDLY OF THANKE A SLOES NOT TO EXCEED OLDS TERTIFICAL IN 12 WITS TO MERCHAIN. A. GLADIG IN ENCLOSIBES FOR OR WALLS FACING HIT THER WHILFOLK, SAMANS, STEAM ROCKE, BINTHESS AND SHOWERS WHERE THE BOTTOM EXPOSED EDGE IS LESS THAN 40° HALKSINED VERTICALLY ABOVE ARY STANDING OF WALKING SUREACE. VI. MEANS OF EGRESS B. ALL MINDOWS AT THE & SHOWER AREA TO BE TEMPERED CLASS 1. GLAZINO SI AN INDIVIDUAL PRED DIS CONTRELE PARTE. THAT I LASS AN EXPOSED PARE A LACENT PARE SI S. AND ADDIT THAT EXCOUNT PARE TO PROSE OF THE CALABO IS ADDIT THAT EXCOUNT PARE TO PROSE OF THE CALABO IS ADDIT THAT EXCOUNT PARE TO PROSE OF THE CALABO IS ADDIT THAT EXCOUNT PARE TO PROSE OF THE CALABO IS ADDITED TO PARE TO PARE TO PROSE OF THE CALABO IS HORIZONI FALLY OF THE CALAB 4. WHOOW WELLS WITH A VERTICAL DEPTH GREATER THAN 4. SHALL BE EQUIPPED WITH A PERHAMBINITY JETINED LADDER OR STREES USABLE WITH THE WINDOW IN THE FULLY OPEN POSITION. V. EMERGENCY ESCAPE AND RESCUE OPENINGS B. CALAUNG ADLACENT TO STAPMATS WITHIN SOM HORZCHYTALLY OF THE BOTTOM TREAD OF A STAPMAY IN ANY ORECTION WHEN THE EXPOSED SURFACE OF THE CALAUNG IS LESS THAN 60° ABONE THE MOSE OF THE THEAD. AND CHUTCHE MALLS AND FERCES AJAMCENT TO RODOR AND CHUTCHES MANURE POSTS FORT THE GLAZING IS LESS THAN BY THE GRAZING IS LESS THAN BY THE WATER'S EDGE. EXCEPTION: EXTERIOR BALCONIES LESS THAN 60 S.F. AND ONLY ACCESSIBLE FROM A DOOR ARE PERMITTED TO HAVE A LANDING LESS THAN 36" HEASURED IN THE DIRECTION OF TRAVEL. ALL EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL HAVE A MINIMUM NET CLEAR CIPENING OF 5:7 s.f. AND A MINIMUM NET CLEAR OPENING 20" NIDE x 24" HIGH. 7. CAZRIC ADACENT TO STRINKA'S, LANDINGS AND BRADE MYNIN SE PROSED SURFACE OF THE CAZRICA IS LESS THAN 8CT 480AE THE PLANE OF THE DIALECTIV MALKING SURFACE. 2. CALAUIG M AN HENOIDAL FIXED ON DIFFARIE PAREL ADJACENT TO A DOOR WHERE HER BLEAREST VERTICAL EDGE IS WITHIN A 24" ARC OF THE DOOR M A CLOSED POSITION AND WHOSE BOTTOM EDGE IS LESS THAN 60" ABOVE THE FLOOR OR WALKING SURFACE. ALL DWELLINGS SHALL BE PROVIDED WITH A MEANS OF EGRESS AS PROVIDED IN SECTION R311. 3. WADOW WELLS SHALL HAVE A MINIMUM HORIZONTAL AREA OF 9 S.F. WITH A MINIMUM HORIZONTAL FROJECTION AND WIDTH OF 36" 4. ALL GLAZING IN RAILINGS. 1. CLAZING IN ALL FIXED AND OPERABLE PANELS OF SWINCING, SLIDING AND BIFOLD DOORS. THE FOLLOWING SHALL BE CONSIDERED SPECIFIC HAZARDOUS LOCATIONS FOR THE PURPOSES OF GLAZING (SEE SECTION RIGGLAFOR CLARIFICATION & EXCEPTIONS): IV. LOCATIONS REQUIRING SAFETY GLAZING BUILDING PLANNING (CONT.) I, STARWAYS SHALL NOT BE LESS THAN 2" IN GEAR WHICH AT ALL PORTS AROOT REFERENTED HANDRAIL HERST NAN BELOW THE REQUIEDS HEADROOM HEIDTH. HANDRAILS SHALL NOT PROJECT UNDER THAN 45" ON EITHER SHOE OF THE STARWAY AT AND BECOME THAN HANDRAIL GEAR HEDGY, HANDRAIC THANDS AND LADROOM STANLED ON OUR SUST, HAND THAN BEETE A HANDRAIL TS STALLED ON OUR SUST, MAY 3".2" WHERE A HANDRAILS ARE PROVIED ON BOTH SOES. 4 CONSTRIPT, Y SUPEN MUDGES AT THE WALL LIKE (SEE COUNTY) SHALL BANK A MADE AND A SHALL BANK A SHALL B "I A HAMPANA'S FOR STARRAY'S SHALL BE CANTINUOUS FOR THE PLOTE, FIRSH A FORM THE PLOTE THE B. HAMDRAIL HEIGHT MEASURED VERTICALLY FROM THE SLOPED PLANE ADJUNING THE TREAD NOTING OR FINISH SUPERACE OF RAMP SLOPE SHALL BE NOT LESS THAN 34". AND NOT MORE THAN 38". 6. THE RADIUS OF CURVATURE AT THE NOSING SHALL BE NO GREATER THAN \$7. A NOSING NOT LESS THAN \$7801 NOT NORTE THAN \$78 SHALL BE PROVIDED ON STARRWAYS WITH SOUD RISERS. 3. THE MAX. RISER HEIGHT SHALL BE 7 3,4" (8 1/4" IN NAI, "VA & PHILADELPHIA RC), AND THE MINIMUM TREAD DEPTH SHALL SHALL BE 10" (9 1/4" IN NJ & VA AND 9" IN PHILADELPHIA IRC). 2. THE MUMIUM HEADROOM IN ALL PAPTS OF THE FYMENHY SMALL NOT BE EESS THAN 0-5" MISCAGRED VERTICALLY PROM THE SLOPED LINE ADDIMING THE TIPE A NOSING OF FROM THE FLOOR SUPPLACE OF THE LANDING OR PLANTEDEM ON THAT PORTION OF THE STANFWAY. 5. WITHIN ANY FUGHT OF STAIRS THE GREATEST RISER HEIGHT AND TREAD DEPTH SHALL NOT EXCEED THE SMALLEST BY MORE THAN §". EXCEPTION: THE EXTERIOR LANDING OR FLOOR SHALL NOT BE MORE THAN 78 BELOW THE TOP OF THE THESSIGLO PROVIDED THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR. 4. AMEN EXTERIOR LANDINGS OR FLORES ESPANIS THE REQUIRED CRACES DOOR ARE NOT AT IGEAUS. THEY SHALL BE PROVIDED WITH ACCESS TO GRADE BY JEANS OF A RAMP IN ACCORDANCE WITH SECTION 8131.8 03. 7. HANDRAILS SHALL BE PROVIDED ON AT LEAST ONE SIDE OF EACH CONTINUOUS RUN OF TREADS OR FLICHT WITH FOUR OR MORE RISERS VII. STAIRWAYS 7. The minimum yadth of: A hallway shall be not less than 3: 6. DOORS OTHER THAN THE REQUIRED EGRESS DOOR SHALL BE PROVIDED WITH LANDINGS OF FLOORS NOT MORE THAN 73" BELOW THE TOP OF THE THRESHOLD EXCEPTION: A LANDING IS NOT REQUIRED WHERE A STAIRWAY OF INTO OR FEWER RESERS IS LOCATED ON THE STAIRWAY STAIRWAY. 5. LANDINGS OR FLOORS AT THE REQUIRED ECRESS DOOR SHALL NOT BE MORE THAN 1½" LOWER THAN THE TOP OF THE THRESHOLD BUILDING PLANNING B. WICH HANDEAL FITTHINGS OF BEHNICK ARE USED TO PROMISE CONTINUOUS, PLANSITION FROM HANDRAIL TO CUARDRAIL ON USED A THE STAND HANDRAIL OF A FUNCT, THE HANDRAIL CHICHT OT THE FITTHINGS OF BENINGS SWALLS BE PRIVAILS BE PRIVAILS TO EXCEDS THE ANALYM HEIGHT. MEANS OF EGRESS (CONT.) EXCEPTIONS: A. THE USE OF A VOLUTE, TURNOUT, OR STARTING EASING SHALL BE ALLONED OVER THE LOWEST TREAD. (CONT.) \*\*\* 2 SUICE ALANIS SHALL RECENE THEIR REMARY POWER FROM THE REMARY POWER HERD WISE SCH. WITHOUT STAYLO FROM A COMMERCIAL SOURCE. AND WELL STAYLO FROM A COMMERCIAL SOURCE SHALL RECORD POWER FROM A BATTERY WITHOUT SHALL BE PERMANDENT AND SOURCE FROM A CHIEF THAN HOSE REQUIRED THE OPERCHAPS SHALL BE CHIEFCOMBACTORY OFFER THAN HOSE REQUIRED THE OPERCHAPS SHALL BE CHIEFCOMBACTORY OFFER THAN HOSE METHODISCHOLD SHOWER CHIEFCOMBACTORY. A GLAROS ON THE OPEN MORS OF STARS SHALL HAVE A HEADER OF NOT TEST AND AT JUNESHEED HAVE A HEADER OF THE TRANS. A MITTER THE TOP OF THE GLARO ALSO SERVES. B. MITTER THE TOP OF THE GLARO ALSO SERVES. A MANDAL ON THE OPEN SIGES OF STARS. LESS THAN 34" AND ONOT LINES THAN 35" THE LICHORO SERVES OF THE TRANS A LINE SERVES. WHEN MORE THAN ONE SMOKE ALAM IS REQUIRED TO BE INSTALLED WHEN AN INDIVIDUAL DIVELLION MET, THE ALAMU ERVICES SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALAM MEL ACTIVATE ALL OF THE ALAMUS IN THE INDIVIDUAL UNIT. I. SHOKE ALARMS SHALL BE INSTALLED IN THE 2. MIN. TUB ACCESS - 14.5" x 38" I. MIN. CRAW. SPACE ACCESS - 18" x 24" XII. ACCESS XI. CARBON MONOXIDE ALARMS X. SMOKE DETECTION IX. AUTOMATIC FIRE SPRINKLER SYSTEMS 1. GLARDS SAML BE LOCATED ALONG OPEN-SIDED WALMING SURFACES INCLUDING STRIRS, RAWES AND LANDINGS, THAT LIKE LOCATED MORE THAN 30° LANDINGS, THAT INEF LOCATED MORE THAN 30° LANDINGS, THAT INEF LOCATED AND THE STRIPS VERTICALLY TO THE FLORE OF THE OPEN SIDE. 3. MIN. ATTIC ACCESS -ABOYC. 2. RECURED GUARDS-SHALL BE NOT LESS THAN 36" HIGH MEASURED VERTICALLY ABOVE THE ADJACENT WALKING SUBFACE FOUNDED THE TREADS. SATING OR THE LEADING CONNECTING THE LEADING EDGES OF THE TREADS. THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK BUILDING PLANNING (CONT.) VIII. GUARDS DELLING, INCLUDE GESCHETS OF THE GOODE ILEA, BOOK STORMERS AND HARMAGE APPLICATION, ON THE CHARLES AND HARMAGE HAVE BEEN LEAST SHOWN AS AND HE WAS A SHORE A MAN HARMAGE HEART SHOWN AS AND HE WAS A SHORE A MAN HARMAGE HEART SHOWN AS AND HE WAS A SHORE A MAN HARMAGE HEART SHOWN AS AND HARMAGE B. OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMPECIATE VICINITY OF THE BEDROOMS A. IN EACH SLEEPING ROCK 22.5" x 30.5" x 30" HEADROOM A THE DIPLA MET PREE VEHTLANDS AREA, SAVAL MOT BE LESS INVIVITY OF THE AREA OF THE SPACE VEHTLANDS DEXCEPT THAT REQUERNS OF THE STORM, AND AN OF THE METAL TO THE SPACE TO THE SPACE TO SET AND AND THE SPACE TO SET AND THE SET AND T LO SUPPLY DUOTS IN ATTIC AUST BE INSTILLATED TO R-8. RETURN DUCTS AUTTIC AUD AUT DUIT BUT AUST SE RETURN DUCTS UN ATTIC DIASCALETYS GRACES, OR OTHERWISE DUTTING BUILDING ENVELDES AUST BE INSTILLATED TO R-8. 7. EHCLOSED ATHOS AND ENGLOSED RAFTER SPACES FORMED WHETE CELLINGS ARE APPLED DRECTLY TO THE LUMERSIDE OF GOOD MATTERS STALL HAVE GOODS VENTICATION FOR EACH SEPARATE SPACE BY VENTILATING OPENINGS PROTECTED AGAINST THE ENTRANCE OF RAN OPE SHOW. 4. LOW SLOPE ROOF COVERINGS SHALL HAVE A MIN. SLOPE OF 1/4: 12 2. ASPHALT SHINGLES, SHALL BE FASTENED WITH A JUNOF (A) PASTEMERS PER STIPP SHINGLE ON NOT LESS "THAN (2) FASTEMERS PER SHINGLE, DA REAL'S BLEACT TO WIND SPEEL OF "HOLEP IA, OR GREATER AND THE EAVE IS 20 EET? OR HOSEPS ADDOC GRADES ENTERP SHAULES SHALL BE FASTENED WITH A JUNISHIM OF 6 FASTENERS. 1. ASPHALT SHINGLES SHALL CONFORM TO ASTM 0225 OR 03452 AND SHALL NOT BE INSTALLED ON ROOF SLOPES BELOW 3:12 OR PER MANUFACTURERS REQUIREMENTS. 11. WANDOWS AND DOORS TO HAVE A U VALUE OF 0.35 DR 10. CONDITIONED BASEMENT WALLS TO HAVE R-10 COMINUOUS INSULATION SHEATHING OR R-13 BATT INSIDE. 8. PERMINETER INSULATION FOR ON GRADE SLAB CONDITION SHALL BE RIGOD R-10 TO MIN HORIZONTAL DEPTH OF 24" R-5 AT SLAB EDGE 7. BUILDING ENVELOPE MUST BE CAULKED AND SEALED PER SECTION NITIOZA, FOAM-BILL SEALER SHALL DE: PROVINCED BETWEEN ALL SILL PLATES AND TOP OF FOLINDATION WHALS. 6: WALLS ADJACENT TO UNFINISHED SPACE (LOWER LEVEL) - R-13 BATT INSULATION WITH NO VAPOR BARRIER. .5. FLOORS OF HABITABLE SPACE OVER GARAGE AND CRAM, SPACE $\bowtie$ R-19 BATT INSULATION WITH KRAFT FACE BARRIER TO INSIDE. 4. FLOORS AT OVERHANGS - 8-JR BATT INSULATION WITH KRAFT FACE VAPOR BARRIER UP. 3. EXTERIOR WALLS: 2X4 = R-13 BATT INSULATION WITH KRAFT FACE VAPOR BARRIER TO INSIDE. 2X6 = R-19 BATT INSULATION WITH KRAFT FACE VAPOR BARRIER TO INSIDE. DELLINGS & CATHEDRAL CELLINGS = R-35 BLOWN OR BATT FREERGLASS INSULATION WITH KRAFT VAPOR BARRIER DOWN. 1. ALL MISJIKATION R VALUES MUST COMPLY WITH THIS SECTION. KRAFT FACED INSULATION SHALL BE MISJIKATION ONLY IN MEKS, TO IC CONSCLAED, UNFACED INSULATION SHALL MEET THE FOLLOWING CHITERIA FALME SHEREO HOREN NOT TO EXCEED 24 SHOKE DEPALOPED INDEX NOT TO EXCEED 24 B. FLASHING SHALL BE INSTALLED AT WALL AND RODE INTERSECTIONS, AT ALL CHANGES IN RODE SLOPE OR DIRECTION AND AROUND ALL ROOF CHENINGS. III. ROOFS 1. ALL EXTERIOR, WALL COVERINGS SHALL BE IN ACCORDANCE WITH THE IRC SECTION 703 13. ALL DUCTS MUST BE SEALED AND EITHER VERHEID BY PRESSURE TESTING ON INSTALLED ENTIRELY WITHIN THE BUILDING THERMAL ENVELOPE METAL-SHEET ROOF COVERINGS SHALL BE INSTALLED IN ACCORDANCE WITH APPROYED MANUFACTURER'S INSTRUCTIONS. 8. ALL SVEÁTHING PENETRÁTIONS DURING CONSTRUCTION SHALL BE PATCHED AND REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS. . ENERGY CONSERVATION (ZONE 4) SHINGLE HEADLAP SHALL NOT BE LESS THAN 2". EXTERIOR WALL COVERINGS VED ICE & WATER SHIELD TO BE CONEST EDGE OF ALL ROOF SELECTION OF THE EXITER BUILDING ENVELOPE 3. PER LOCAL CODE REQUIREMENTS, ALL UNITS SHALL BE EQUIPPED, THROUGHOUT INSTALLED IN ACCORDANCE WITH HEIPA 130 (ONE AND TWO FAMILY). 2. KITCHEN-RANGE EXHAUST 100CFM MIN. BATHROOM & POWDER ROOM 50CFM MIN. 3. LAUNDRY SHELF SHALL BE 68" AF. 2. THE TOP OF ALL CLOTHES CLOSET SHELVING SHOWN AS SINGLE SHELF SHALL BE 70" AF. THE TOPS OF ALL CLOSET SHELVING SHOWN AS DOUBLE SHELF SHALL BE 42" AND 84" AF. I MESTALL (4) SE DEEP SHELYCS UNIESS NOTED OPHERMSE IN EACH PANITY NAD UNIV CLOSET AT HE FOLLOWING HEIGHTS ABOUT SHEROODE 2-0." WHI MESTE FOUCH DIMENSION LESS THAN 1-0. 2. PRE-FAB CAS OR PRE-FAB FIREPLACES SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND BE U.L. USTED TO U.L. \$127 STANDARDS. 1. FIREPLACE CHIMNEYS SMALL HAVE A MIN VERTICAL DISTANCE OF 2'-0' ABOVE ANY PORTION OF THE ROOF 10'-0" AWAY II. SHELVING I. FIREPLACES NON-STRUCTURAL MATERIALS ALL EXHAUST FANS SHALL VENT TO EXTERIOR. MECHANICAL BUILDING SERVICES





DATE	REMARKS
1-31-217	PERM? TET
	- unin unit
·	

DEFINITION OF ST CASES

OPENING PROBLEM, PA. PRINCE

THE STREET AND A POST STEERAD

SET PROBLEM OF A POST STEERAD

SET OF SET OF A POST STEERAD

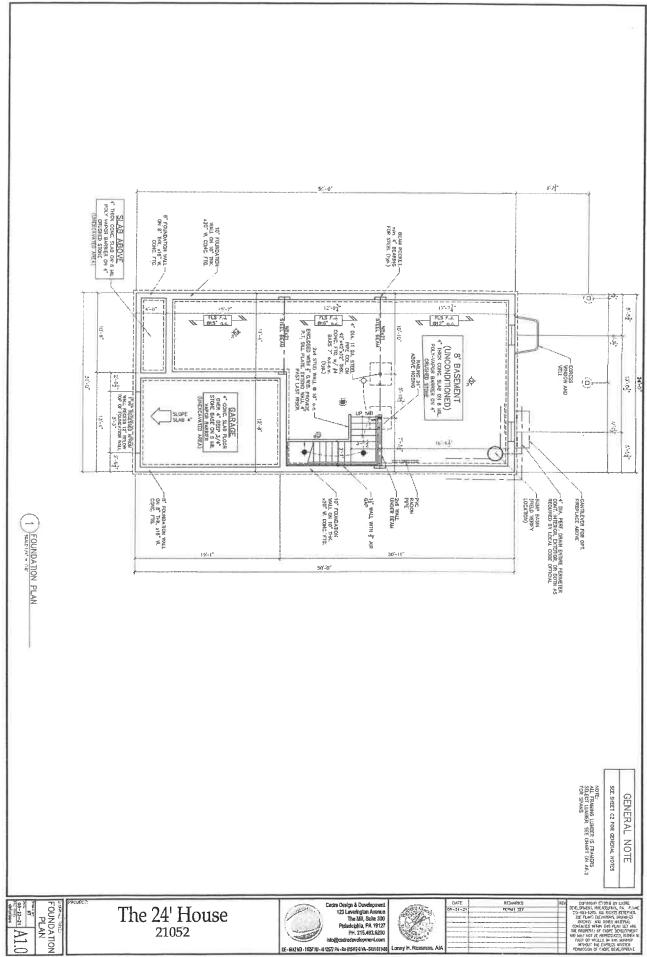
SET OF S

#### STAL, AND CATE COMPACTOR COUNTY OF THE MEMBERS AND CATE OF THE MEMBERS AND CAT A. THE STRUCTURE IS DESCRICT OF DE SELF SUPPRISHMEN AND STRUCTURE IS DESCRICT. IT IS THE COMPARE AT THE STRUCTURE THE STRUCTURE OF STRUCTURE THE STRUCTURE OF STR BECAME, AGNA TO STATEMENT OF THE CONTROL OF THE CON 3. FOOTINGS ARE TO BEAR AT LOVEST OF FOLLOWING REQUIREMENTS: 7. THE ARCHITECTS REVIEW OF SHAD DRAWNAS DOES HOT RELOVE HE CONTRACTING OF HIS RESPONSIBILITY TO FOLLOW HE CONTRACT DRAWNAS, UNLESS A WRITTEN REQUEST FOR A CHARLE HAS BEEN PREJOUSLY SUBMITTED AND APPROVED BY THE ARCHITECT. LALL RECURRICATIS FOR SITE PREDVANTINIA AND SUL JAMPACHINA, RECORDI INFINE SOAS, REPORT SAML BE COMPIGNATIS ARE PREPORTED. THE SWANGES OF A GENERACIA ENGINEED OF PROPOND TESTING ADMYS HALL BE REPORTED TO SPERF THAT THE SUSSIBILITY FOR THE PREPORTED OF SETPETCHES ADMISSION FOR JOHN THE PREPORTED OF STRUCTURE ADMISSION FOR MIRACITOR, COMPINIONS HAVE WANDERS HE SURVIVENCE OF STRUCTURE HES SURVIVENCE SURVIVENCE OF STRUCTURE HES SURVIVENCE SURVIVENCE OF SURVIVENCE OF SURVIVENCE OF SURVIVENCE OF SURVIVENCE OF SURVIVENCE SURVIVENCE OF SURVIVENCE OF SURVIVENCE OF SURVIVENCE SURVIVENCE OF SURVIVENCE OF SURVIVENCE OF SURVIVENCE OF SURVIVENCE SURVIVENCE OF SURVIVENCE 6. THE ARCHITECT IS NOT RESPONSIBLE FOR WORK THAT THE UDES NOT REVIEW AND/OR WORK NOT COMPLETED IN ACCORDANCE WITH THE ARCHITECTURAL PLANS AND/OR SPECIFICATIONS. 5. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR HAMMO FAMILIABRED HAMMO FAMILIABRED HAUSELE WITH ALC DESTRICK CONDITIONS. ANY DESTRICKS OF DISCORPANCIES FOUND WITH RECKARD TO THE DRAWNES SHALL BE RECKIGHT TO THE ATTENTION OF THE AFRONTECT AND STRUCTURAL EMGINEER. 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL LAPBUCABLE CODES AND REGULATIONS. APPROPRIATE SHAFTY MEASURES SATISFYING LOCAL REQUIREMENTS SHALL BE PROVIDED. 2. II MATERIALS, OLANTIES, STERMINS OR SIZES HOBICATED BY THE DRAWNINGS OR STEEDFRAINDS ARE NOT IN AGRELINIT WITH THESE NOTES, THE BETTER CUALITY AND/OR GERLINEY OLANTITY, STREAUTH OR SIZE INDICATED, SPECIFIED OR NOTED SHALL BE PROVIDED, I DESIGN LOADS-SEE TABLE CI. SECTIONS AND DETAILS SOURCE, WHILE PRAYAM FOR EXEMPLE OF EXTRAILS AND EXTRAILS TO EXTRAILS AND EXTRAILS AND EXTRAIL THE CONTRACTOR OF THE FOUNDATIONS AND EARTHWORK C. FROST DEPTH (AS DETERMINED BY LOCAL BUILDING DEPARTMENT) WITH RESPECT TO FINISH GRADE: B. SOIL SUITABLE FOR DESIGN BEARING PRESSURE, AS DÉTERMINED BY GEOTECHNICAL ENGINEER. STRUCTURAL MATERIALS A ELEVATIONS NOTED ON DRAWINGS: 1. JLL CONCETE WORK SHALL BE IN COMPONMENTS WITH THE MEMORY CONCENSION FROM THE STATE OF THE STA MENCACATANT WANTER BY SO WHITHIN Y MANAGEMENT OF STREET, AND THE PRESENT OF THE PRESENCE OF THE PRESENC 12. MINUM LAS SPUESE ON ALL RENVEGENCE BAS SPUESES SHALL BE 48 BAR DIAMPERS EXCEPT WHERE OTHERWASE MOTED ON THE DRAINFOR FEALS AND CLEYATED SLASS, LAP BOTTOM STEEL AT THE SUPPORT AND TOD STEEL OVER THE MIDSPAN, UNICESS OTHERWISE NOTED. 6. ALL CONFORTE REMPOREMS BANS SMALL FROM BILLET STEEL IM ACCORDANCE MITH ASTEN A-131 EMPLE 50. ALL WELDED MAE FABRIC SHALL BE ASTA 4-126. WHE SHALL BE LAPPED AT LEAST 8 INCHES MAD CONTAIN AT LEAST ONE CROSS WIFE WITHIN THE B INCHES. 욲근 IO, COMPRACTOR SHALL PROVIDE SPACES, CHARS, ELECTRICATED, TO COMPRESS, ETC. AS INCERSAMY TO SUPPORT RELIBIORISM CONCRETE SUPPORT TITLES WHICH BE AR ON EXPOSED CONCRETE SUPPORTS SHALL HAVE DUS WHICH ARE PLASTIC TEPED OR STANLESS SITEL. B. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT: 7. REFER TO DETAIL PAGES FOR FOUNDATION WALL REBAR REDUREMENTS AND PLACEMENTS. 4. ALL CONDRETE SHALL HAVE: A SLUKP OF 4" (PLUS OR MINUS 1"), 2 TO 4 PERCENT AIR ENTRAINMENT, AND A MAX. WATER/DEMENT RATIO OF 0.50. 3. CONCRETE SHALL ATTAIN THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS IN 28 DAYS, U.N.D.: 2. ALL CONCRETE SHALL BE READY MIX AND DESIGNED IN ACCORDANCE WITH ACL 3D1. DESIGN MIXES AND ADMIXTURES SHALL BE SUBMITTED FOR APPROVAL. 8. NO FILL OR BACKFILL SHALL BE PLACED AGAMST RETNAMES OR FOUNDATION WALLS WITH. GROUT OR CONCRETE HAS A THANED DESIGN STERKIGH. AND SUPPORTING LIELBERS ARE IN PLACE, UNLESS PRICH WAITEN APPROVAL IS OBTANED FROM STRUCTURAL ENGINEER. 7. PROTECT SIJBGRADE UNDER ALL FOOTINGS AND SLABS ON GRADE FROM FREEZING DURING CONSTRUCTION. 6. EXCAVATE ALL FOUNDATIONS TO REASONABLY EXACT OUTUBE AND DEPTH, ANDORSE OVER-EXCAVATION AND CANES OF SUBSTAUCE WORK IS COMPLETE. BOTTOMS OF ALL FOUNDATIONS SHALL BE DRY AND LEVEL PRIOR TO POURMG. STRUCTURAL MATERIALS (CONT.) 5. FRONDE 4-6 PERCENT AIR ENTRAINMENT FOR ALL EXPOSED CONCRETE. S. SACKEL SHALL BE CRANILAR MATERIAL APPROVED BY GEDTECHNICAL SHALL BE CRANILAR MATERIAL APPROVED BY SHALL HAKE A MIRIAMA OF SEX OF MANUAU EXISTY AT CHIMALA MOSTUBE CANTERLY MANUAU CHESTING COMPACIAL MANUAU PROCEDIAL AS VEDIFED BY TESTING LABORATORY. III. FOUNDATIONS AND EARTHMORK (CCNT.) A. PROTECT ALL EXISTING INDERGROUND UTLITES WITHIN WORK AREAS. COURLY EXISTING MECHANICAL DRAWNGS RELEVANT TO SUCH UTILITIES. A. FOOTNICS: B. FOUNDATION WALLS: C. SLABS GW. GEADE: D. UNDERPIRATING: E. ALL EXPOSED CONCRETE: F. ALL OTHER CONCRETE: U.O.N.: HOCKS SHALL BE PROVIDED AT DISCONTINUOUS ENDS CONCRETE B: 2" CONCRETE EXPOSED TO EARTH OR WEATHER, #6 THROUGH #18 BARS. D. 11/2" CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH EARTH - FOR THE PRIMARY REINFORCEMENT, TIES, STRRUPS, AND SPIRALS IN BEAKS AND COLUMNS. C. 1 1/2" CONCRETE EXPOSED TO EARTH OR WEATHER, #5 BAR AND SMALLER. A. 3" CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH. . 3/4" CONGRETE NOT EXPOSED TO WEATHER HOR 9 CONTACT WITH EARTH - FOR SLABS, WALLS, AND 01515, #11 BAR AND SMALLER. 3000 3000 3000 3000 3000 3000 222222 CHAMB # 34W) IV. CONCRETE (CONT.) 81 1. HERCONTAL CHANS IN CHISTOTHAN JOHES SHALL 1. 25 DE ROMONDE MISCHAS APPORTEDIA (T. MON SHEEK MATERIAL TO SEE AND SHEEK MATERIAL SE CORTINUOUS THROUGH SCHASIMULTION JOHN SHEEK MATERIAL SE CONTROLLED SHALL SEE AND SHEEK MATERIAL TO SHEEK MATERIAL SHALL SEE CONTROLLED SHALL SHEEK MATERIAL SHALL SHEEK MATERIAL SHALL SEE CONTROLLED SHALL SHEEK MATERIAL D. III HE CASE OF CRAME SINCE CONSTRUCTION, VORTICATION OPERINES THROUGH THE EUTEROR WILL DEBINGS SHALL BE PROVIDED THE USES THAN 15 SURVEY EXPORT FOR UNITED STULRE EET OF WICKES-FLORE SHALL BE FROUNDED THEN THROUGH HE FLORE FOUL EXTS THAN 15 "2 42") JUNE THROUGH HE FLORE FOUL EXTS THAN 15 "2 42") JUNE THROUGH HE FOUNDED THEN THROUGH HE FOUNDED THROUGH HE FOUNDED THEN THROUGH HE FOUNDED THEN THROUGH HE FOUNDED THROUGH HE FOUNDE THROUGH HE FOUNDED THROUGH HE FOUNDED THROUGH HE FOUNDED THROUG 24. AFER ALL MODER-SLAW WORK MAS BEEN MISTALED. 15 CONTRACTOR SHAWLE FEEL CONFIDENCE STREETING SHALL BEEN CONFIDENCE SHAPE TO THE CONFIDENCE SHAPE TO ING. COMDITY, APPES AND SUETINGS SWALL NOT BE LANGERS. THAN 1/4 ORDEAU THEORYSES OF 2-10, WILL DO BE CONTROL AN WHO'N HEY ARE EMEDIDED UNKESS ONE-WINE NOTED ON DRAWING OR APPERVED DE STRANGTHAN LEMENTE, LOWERTS OR WITHER ON CHETTE AND EMERITE OF A JUST AND A JUST OF A LEMENTE OF A JUST A JUS 127. DICLUMNS SMALL BE ISDIATED FROM THE FLOOR SLAB WITH FALL CONSTRUCTION JUNTS AND COMPRESSELE MATERAL. SLAB BOOK-DITS AROUND COLLINES SMALL BE DIMINION OR CIRCULAR IN SHAPE, AND OF A UNIFORM SZE. STONE OR 18. CONTRACTOR SHALL PROVIDE 3/4 INCH CHAMFER ON ALL EXPOSED CORNERS OF COLUMNS: BEAMS, AND WALLS UNLESS OTHERWISE INDICATED ON THE ARCHITECTURAL DRAWNIGS. STRUCTURAL MATERIALS (CONT.) 28. RAMPS, SLOPING SLABS, STEPS, AND SLABS EXPOSED TO WEATHER SHALL RECEIVE A LIGHT BROOMED FRISH, U.O.N. 28. WHERE NITEROR SLABS ABIT MASONRY OR CONCRETE WALLS, THE SLAB SHALL BE THEORED TO PERMINIAN JOHN FILER ALL AROUND SLABS-ON-CRADE WHEN RECEDED TO WHEN RECEDED TO SHALL PROVIDE SHARL RECEDED TO SHARL RECEDED T 25. PROVIDE CONTROL JOHNTS AT ALL INSIDE CORNERS OF SLAB EDGES, AND AT OTHER LOCATIONS WHERE SLAB CHACKS ARE LIKELY TO DEVELOP. IT CONTRACTOR SHALL REVIEW ARCHITECTURAL AND MECHANICAL DRAWNESS FOR SIZE AND LOCATION OF OPERINGS, NEER'S, DABECTORD INCID.S, LEEKES, SLAW GERESSIONS, SLOPES, ETC., AS REQUIRED BY OTHER TRADES. THESE THATES SHALL BE FURNISHED AND INSTALLED PRIOR TO PLACEDIENT OF CONCRETE. 29. LOCATE WELDED WIRE FABRIC 1-3/2 NICHES BELOW TOP OF SLAB. 23. PRIOR TO POURING FLOOR SLABS, REFER TO THE CONSTRUCTION DOCUMENTS FOR ADDITIONAL WORK TO BE COMPLETED IN OR BELOW THE FLOOR. 18. ALL ANCHOR BOLTS SHALL BE IN PLACE PRIOR TO POURING CONCRETE 15. CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ACI 304, LATEST EDITION. CONCRETE SHALL NOT BE SUBJECT TO DROPS IN EXCESS OF 5 FEET. 14. ALL CONCRETE, INCLUDING FOUNDATION WORK, IS TO BE MBRATED. VIBRATORS SHALL NOT BE USED TO TRANSPORT CONCRETE. . PORTOUS PILL FOR SLAGS SHAFL BE A UNIFFORMY IAUEN MEDIUM COUNTS STOME AGGREGARE TO PROVIDE. REN COMPACTED, A LEVEL, STABLE AND VELL DESIGNING BE-BASSE FOR: THE SLAG. USE #57 CRUSHED HATURAL OVE OR EDUAL. . SLABS OH GRADE SHALL BE CONSTRUCTED IN CORDANCE MTH THE TYPICAL SLAB DETAILS INDICATED THE CONSTRUCTION DOCUMENTS. PROVIDE 4-INCHES CRUSHED STONE UNDER ALL IB-ON-BRADE LOCATIONS UNLESS OTHERWISE NOTED IN PLAN SET. A. ALL STEEL WE BEAMS SHALL BE ASTA-A992. SALE AND SECRET CHANGES CHANGES SHALL BE ASTA-AND SLORES THAN ASTA SACCO PSI OR ASTA-AND SLORES SHALL BE ASTA ASTA ASCOO FAMILIA ORDER SHAPES SHALL BE ASTA ASS. ASCOO FAMILIA ORDER SHAPES II. SICH DIAMNOS SIALI DE SIMULTIDO PER RENEW AND APPROVAL. PER RENEVATION SIALI DE CONTROLLA DE (12. STEEL SHAPES, PLATES, ETC. WHICH ARE EXPOSED TO WEATHER SHALL BE GALVANIZED (OR PAINTED WITH A RUST RHBITING, EPOXY PAINT SYSTEM). 9. STEEL FRAMING SHALL BE PROPERLY BRACED UNTIL AFTER PINAL CONNECTIONS, ARE WADE. B. FELD-CONNECTIONS BY CUTTING OR BURKING ARE PROHIBITED, EXCEPT BY SPECIFIC APPROVAL OF AN ENGINEER. 7. ALL CONNECTIONS SHALL BE FULL DEPTH CONNECTIONS ON ALL GIRDER AND BEAM CONNECTIONS TO CULLIANS AS FOLLOWS: 6. BOLIS AND BOX EED CONNECTIONS SHALL CONFORM TO THE RECURRENCES OF THE SPECIFICATIONS FOR STANDISHAL SHIT SHIPS AND ACTS OF AND BOLIST AS APPOINTED BY SHIPS AND ACTS OF AND BOLIST STRUCTURAL CONNECTIONS. 4. PED CONNECTIONS SHALL BE INCH-STREMCTH BOLTEN JA-TOLMETER, ASTH AJZSM, UND. BEJA AND SHEAR CONNECTIONS WITH MONT-STRENCHT BOLTS ARE TO BE BEARNIN THE UNLESS NOTED OTHERWISE. WHERE FIELD-MEJONG IS NOTED, IT SHOULD BE PERCENALD BY CEMTIFED WELDERS ONLY. A SHEP CONNECTIONS SHALL BE HEID-STRENGTH BOUTED ON WELLOW. LANDAU BOLT TELLAL BE 3/FONANTER. STILLAZER, UND. MEMBUL SEZ KLID. (MEESS OTHERWISE HOTEL), IS TO BE 3/F MCH FILET, ETOXX ELECTRODES. ELECTRODES SHALL BE SUITED TO STEEL GRADE. 2. MATERIALS STANDARDS (LÍNLESS MOTED OTHERWISE ON DRAWINGS OF IN PROJECT SPECIFICATIONS): STRUCTURAL MATERIALS (CONT.) 18. ALL STEEL BEAMS SMALL BE FABRICATED AND ERECTED WITH THE NATURAL CAMBER (WITHIN THE WILL TOLERANCE) LOCATED ABOVE THE HORIZONYAL CONTRIDIES BETWEEN THE END CONNECTIONS. 10. STRUCTURAL AND MISCELLANEOUS STEEL FABRICATORS SHALL BE RESPONSIBLE FOR OBJAINING AND VERIFING ALL FILLD UNLUSIONS RECESSARY FOR THE COMPLETION OF THEIR WORK. 5. WELDED CONVECTIONS SHALL CONFORM TO THE LATEST REVISED CODE OF THE AMERICAN WELDING SOCIETY, AWS DI.T: 1. ALL STRUCTURAL STEEL WORK SHALL BE IN COMPORATIVE WITH SPECIFICATION FOR THE DESIGNA FASRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGSY WSC, AISC 380-05 (13TH EDITION) MACTES SHATTE IT SE POTONES. TECH DESCRIPTION OF EACH SHAPE OF THE CHARLES OF THE CONSISTO OF THE WILL TO CONSIST OF THE CONSIST OF THE CONTROL OF THE CONT 17. AL STEEL UNTELS AND SHELF ANGLES SHALL BE PRINED AND HAVE TWO (2) PHISH COATS OF APPROVED BUST INHBITME PAINT OR BE HOT EIPPED GALVANZED. 18. TOJĆH UP FEĽD WELDS AND ANY DAJAGED AREAS OF PAINT BY FIELD AFTER WELDING WITH A ZING RICH PAINT. 14. PROVIDE DNE COAT OF STANDARD SHOP PAINT ON ALL UNGALVANIZED PIECES EXCEPT AT AREAS TO BE FIELD WELDED. 13. ALL STEEL BEAMS SHALL BE THOROUGHLY CLEANED IN ACCORDANCE WITH SSPC-SP2 OR BETTER. 15. DELETE PARIT ON ALL STEEL TO RECEIVE SPRAYED-ON-FIREPROOFING OR CONCRETE ENGASEMENT. STRUCTURAL STEEL A, HSS AND PIPE COCUMNS: 3/8"THICK (MIN.), FULL DEPTH THRU-PLATE. BOLTS SHALL BE AT 3"O.C. VERT. 학학원 ANGLE SIZE X 3 1/2 X 1/4" X 3 1/2 X 1/4" X 3 1/2 X 3/8" BEARING EA. - END \*\*\* ALS (C. \*\*\* \*\*\* AMERICAN STATUS ON THAGENESS AND THAG A PREFABRICATES METAL HANGE'S AND CONNECTORS SALL BE RESTALLED AS SECRED ON STRUCTURAL PLANS AS SHOP BRANNICK, MALING SHALL COMPRIAL TO RESHOP BRANNICK, MALING SHALL COMPRIAL TO HANGE METAL TO PRESHED THE ASSET TO PRESHED, MANADIAL MALINGACIDERS PRESHED THE ASSET TH I, RODE SEKTHNING SHALL BE 5/0" MIN NOMBNAL JPA RATED SEKTHNING TAVAR E REGEDER I, FASTER SEKTHNING TO FRAMOU PUBLIEFS WITH 80" CONHON WAILS AT 12" ON COLTER IN CENTER AND AT 6"ON CENTER ALONG JANSAPPORTED EDGES. POWDE ""STYLE CLIPS ALONG JANSAPPORTED EDGES. 12. ALL HEADERS MIN BEAUS SHALL BE SUPPORTED BY (1) 28. JACK STEP, AND (1) 28. MAR STEP, AND SHALL SUPPLY TALL MIDTH BEAMEN TO THE PRIMARIEM, PME NUMBER OF STRUKS SPECIALS AT A SUPPORT HOLICATES THE NUMBER OF JACK REQUIRED, U.N.O. A HANCER AND METAL CONNECTIONS SHALL BE ZING PLATED, UNLESS EXPOSED TO MEATHER, EXPOSED HARDWARE SHALL BE NOT DIPPED GALVANIZED OR COATED AS REQUIRED FOR CONTACT WITH PRESERVATIVE TREATED HOLD. 7, ALL CONNECTIONS SHALL CONFORM TO THE FASTENHO SUREDUE MI THE RC TABLES RED2\_(1/2)(3), UNITES UNITE SHOOL (1/2)(3), UNITES OF THE SHOULTHAN EARLS, ALL BOLIED CONNECTIONS SHALL BE MINIMUM ASTM-A307 6. PROVIDE SOLID BLOCKING UNDERNEATH ALL POINT LDADS, CONTINUOUS TO FOUNDATION OR BEARING. BLOCKING SHALL MAYON SIZE OF POST ABOVE. S. INSTALL PRESSURE TREATED OR PRESERVATIVE TREATED LUMBER WHERE LUMBER IS IN CONTACT WITH CONCRETE OR IS EXPOSED TO WEATHER. 3. MOSTURE CONTENT OF ALL STRUCTURAL LUMBER SHALL BE LESS THAN 19% AS VERIFIED BY STAMP. 2 ALL STRUCTURAL LUMBER SHALL RE STAMPED, BY AN APPROVING AGENTY, M. ACCORDANCE WITH THE AMERICAN INSTITUTE OF THAREST CONSTRUCTION'S CONSTRUCTION LANGUE. 11. FROVIDE (2) 2x10 HEADERS W/ 2x NAILER AT ALL OPENINGS U.N.O. 4. ALL STRUCTURAL LUMBER SHALL BE AS FOLLOWS: 17. FLOOR SHEATHAND SHALL BE'11/36" AIRL HOMMAL APA BATED SHEATHANG SHALL EMPOSERE IT TOURED AND BRODE EDICES. FORSTER SHEATHAND WHAT LOUR COUNTY AND LOU CONTENT AND ALL TOURS AND ALL TABLE AND ALL TOURS AND THE AND THE PARTY SHALL THE AND THE AND ALL TOURS AND THE EMPOSEMANCE SPECIFICATIONS IN ACLOTIC 15. ALL ENGINEERED LUMBER SHALL COMPORM TO THE FOLLOWING MINIMUM DESIGN PROPERTIES: IA INSTALL 2x FRESTOPPING AT HIDPONT, OF ALL BALLDON FRANED WALLS 13. FACE NAIL WILT-PLY 2X BEAMS AND HEADERS WIN 2 ROWS OF 12D NAILS AT 12" O.C. STAGGERED. APPLY NAILING FROM BOTH FACES AT 3-PLY OR MORE CONDITIONS 10. ALL JEWBERS SHALL HAVE LATERAL SUPPORT SUPPLIED AT ALL BEARRY POINTS AS WELL AS CONTINUOUSLY ALONG THE COUPPERSSION FACE, INSTALL SOLD BRACING AT MIDPOINT, OF ALL 2412 JOISTS OR GREATER. B. WALL STUDS, POSTS, & PLATES: SPF STUD GRADE, OR BETTER. A. RAFTERS, JOSTS, HEADERS, BEAMS: HEW-FIR \$2, OR BETTER. E = 1.900,000 PSI FB = 2,600 PSI FV:= 285 PSI FC// = 2,500 PSI FC = 750 PSI F. AMERICAN WOOD PRESERVERS ASSOCIATION STANDARDS. T/16\*APA RATED UNLESS NOTED OTHERWISE 2 SLAL REPERBELATED WOOD ROOF TRIESTS SHAL BE WITH (1) SERVED TO SLAM SHEPPERBELO WAL OR BEAM WITH (1) SLAM SHEPPERBELO WAL OR BEAM HE CANALL, WALESS ORDER DIVERSEES OR SIMPLIFICANT PLAN PROVIDE (2) SHEPSON HEAST CLIPS AT ALL SHEPPERS (2) SHEPSON HEAST CLIPS AT ALL SHEPPERS (2) SHEPSON HEAST CLIPS AT ALL SHEPPERS (3) SHEPSON HEAST CLIPS AT ALL SHEPPERS (3) SHEPSON HEAST CLIPS SHEPSON HEADT CLIPS SHEPSON L STRECIPIAL PLANS, DEVINTING ALL HUMBERS I. STRECIPIAL PLANS, DEVINTING ALL HUMBERS LILIBERS SEAMS, HIM GRAND, MES STRECIPICATIONS FOR "AUSTIS, EDINEERED LILIBERS SEAMS, HIM GRAND, MES STRECIPICATIONS BLOCKING, THYPIAL DETAILS. BLOCKING, THYPIAL DE VI. WOOD 1-JOST 1. LOSTS FOR SYSTUS SHALL BE DESIGNED BY WHAT JACTURES TO LEST HAT ONE COCED 1/400 LIPROVEY PERFORMANCE USE LOAD DETACTION CRITERIA. THE TOTAL PLANS FOR DEPTH OF FLOOR 4. SHOP DRÁMNICS, SIDNED AND SEALED BY A PROFESSIONAL ENGINEERS. IN THE STATE OF PROFESSIONAL ENGINEERS, SHOP DRAMINGS SHALL BOOK SH 2. PLUSE LUBBERS SHALL BE CHOMETERD ID SUPPORT LAL COOK RECURED. HOW THE CHOST HAVE CHOOL AND COLUMENTS. ALCOHOL TOUS, SHEARL HINDRING LOUDS, OR COMMINIONS, THEFTO SHALL BE CHADLATED BY THE TRUSS LAMINISCATURES AND ACCOUNTED FOR IN THE CESSIA OF THE TRUSSESS. STRUCTURAL MATERIALS (CONT. 4. LIVE LOAD REQUIREMENTS FOR STAIRS AND HANDRAILS IS AS FOLLOWS: THE SECONDARY OF STATE OF STAT 4. SHOP DRAWNOS SIGNED AND SEALED BY A FINE PROPERSIONAL ENGINEERS ARE SPECIALLY OF THE SHORED CONSTRUCTION, SHALL BE SUBJUITED TO THE RECHIFECT FOR BELIEVE MAD APPROVIAL PROOF TO THE FABRICATION. SHOP DRAWNOS SHALL INCLUDE: 3. TRUSSES SHALL BE DESIGNED BY HANDFACTURER TO MEET AND/OR EXCEED L/450 IMPROVED PERFORMANCE LOAD DEPLECTION CRITERIA. I, DESIGN, FABRICATION, AND INSTALLATION OF TRUSSES AND METAL CONNECTIONS SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS: 2. REFER TO STRUCTURAL PLANS FOR DEPTH OF FLOCK SYSTEM AND I-JOIST SPECIFICATIONS. 3. STAIR FABRICATOR IS SOLELY RESPONSIBLE FOR SURVEYING AND VERIFICATION OF EXISTING CONDITIONS NICLIONING BUT NOT LIMITED TO THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING WALLS AND FRAILING. 2. ALL WOOD LEDGERS SHALL RE CONNECTED TO HOLLOW CHU WITH WIDIAL HILTI HYZO EPOXY ANCHORS, U.N.O. ), ALL WOOD FOR STAIR FRAMING COMPONENTS HEM-HIR NO. 2, OR BETTER, U.M.O. IX. WOOD STAIR CONSTRUCTION ¥ A TREAS - 100 POUNDS POR SULVEE FOOT OR A LANGUAGE - 100 POUNDS POR SULVEE FOOT OR B. LANGUAGE - 100 POUNDS PER SULVEE FOOT JAN C. LANGUAGE - 100 POUNDS PER A SUPPLEMENT TO BIOMEDING BOLLETH PSE-205, DATE AL-19-60 OF CAAL BROSSO PHALLOW. OTHER AL-19-60 OF CAAL BROSSO PHALLOW. OTHER STRONG THAT AL DATE OF THE CONTROL OF THE C PREFABRICATED WOOD TRUSSES DOTY MANUESTS SMALL BE CHONETED BY THE FACINEEST TO SEPORTS ALL DOES REQUIRED UNFORM THOUTON DEAD CHANS, AS SPECIFIED ON THE CHASTE OF CHASTAN ALL POINT LOADS, PARTIAL BE SLATED BY THE 1-DOES THERETY SHALL BE MANUEL WITH THE DESIGN LOADS, HOTED, HEBBI, AND BROANCT WITH THE DESIGN LOADS, HOTED, HEBBI, AND WANTED FOR WITH DESIGN LOADS, HOTED HEBBI, AND THE CHAST CHASTAN AND THE CHAST AND THE MANUEL WAS THE THE CHASTAN AND THE MANUEL THE THE CHASTAN AND THE MANUEL THE CHASTAN AND THE MANUEL THE MANUEL THE CHASTAN AND THE MANUEL MANUEL THE MANUEL MANUEL THE MANUEL THE MANUEL SEES PLAN LAYOUTS IDENTIFYING ALL DIAMES - 50 POMMOS PER UNEAR FOOT ANY DIRECTION OR 20018 CONCENTRATED ANY DIRECTION. MEMBERS - 20018 CONCENTRATED LOAD OVER A 1 SQUARE FOOT APE A DATE 28-31-01 Cadre Design & Cevelop 123 Leverington Av The 24' House





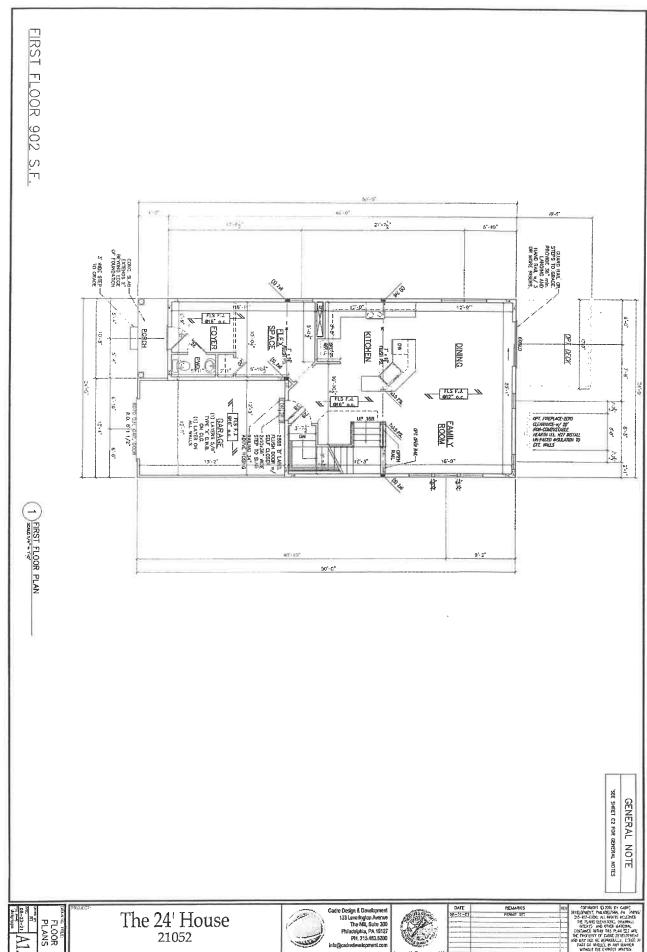




05-23-21 A1.0

DE-6442 ND - 14057 NJ - 44 12577 PA - RA Q15412-8 VA - BAD1 D1 1

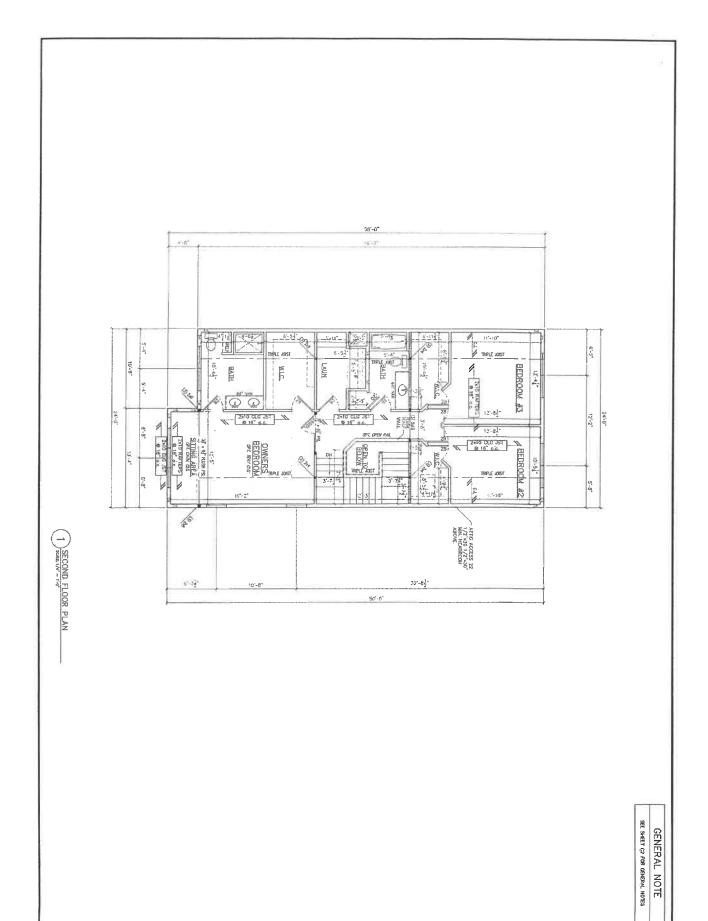








DATE	REMARKS	- 1	۰
00-31-21	PERMIT SET		
	*******		-
			-
			-



FLOOR PLANS

The 24' House





DATE SCHARKS SCH

DEPTIES & DESIGNER PLANE.

CHECKEN PRINCE, PRINCE, DESIGNER

THE HAND ELEVATER, EXEMPLE

THE HAND ELEVATER, EXEMPLE

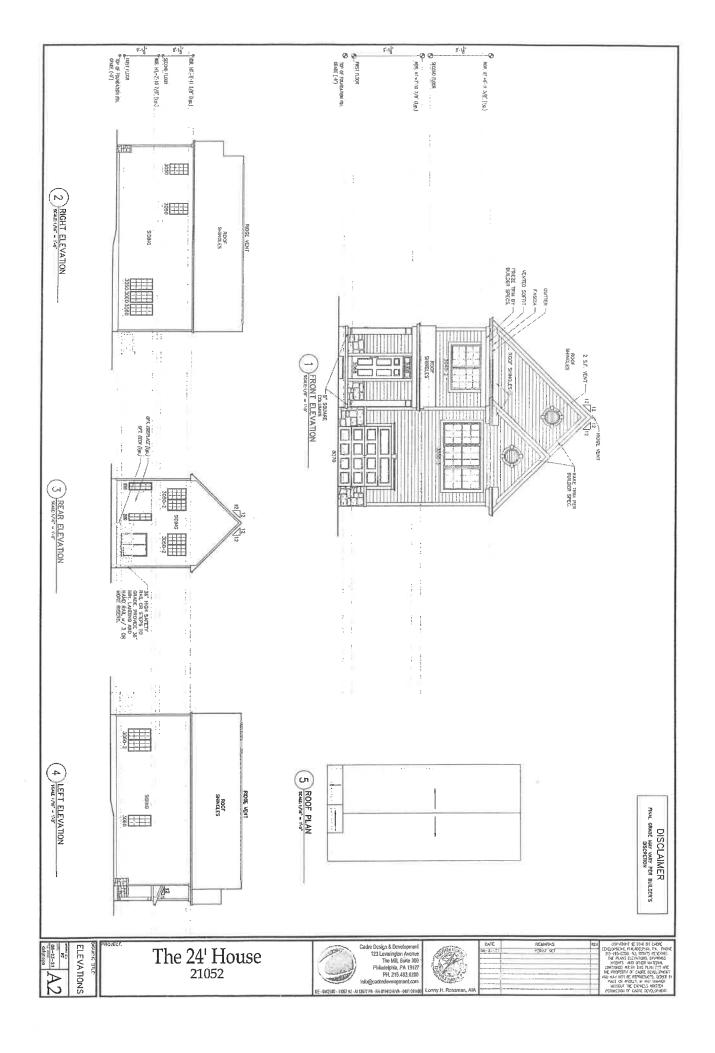
STRIPTS AND WHIST MATERIAL

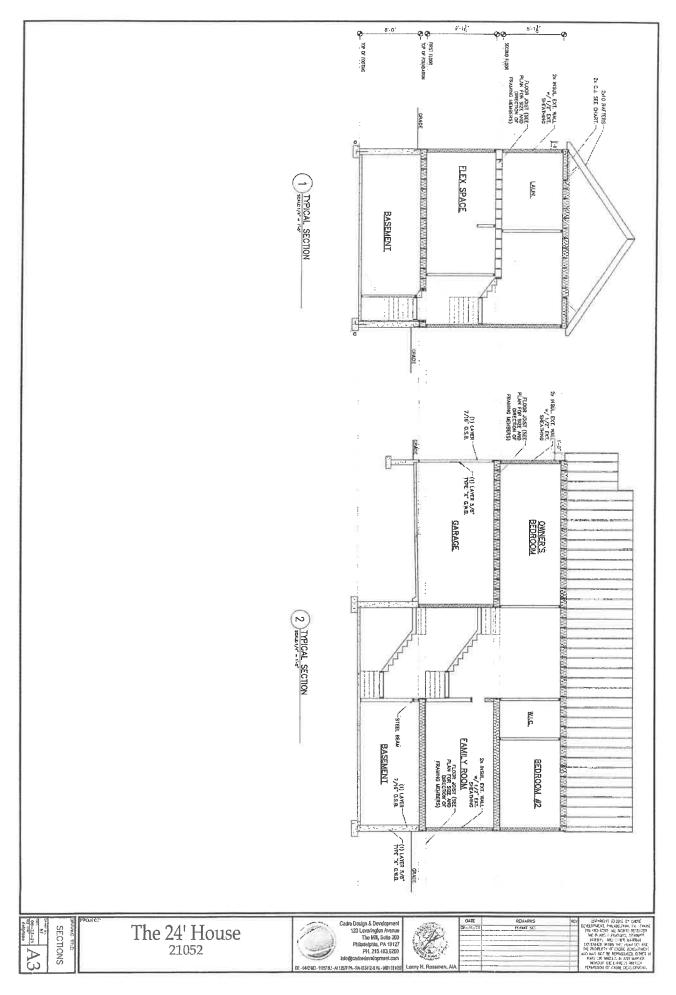
CHIMANO WHIST DE CHECKEN, DESIGNER

AND MAY HOST DE CHECKEN, DESIGNER

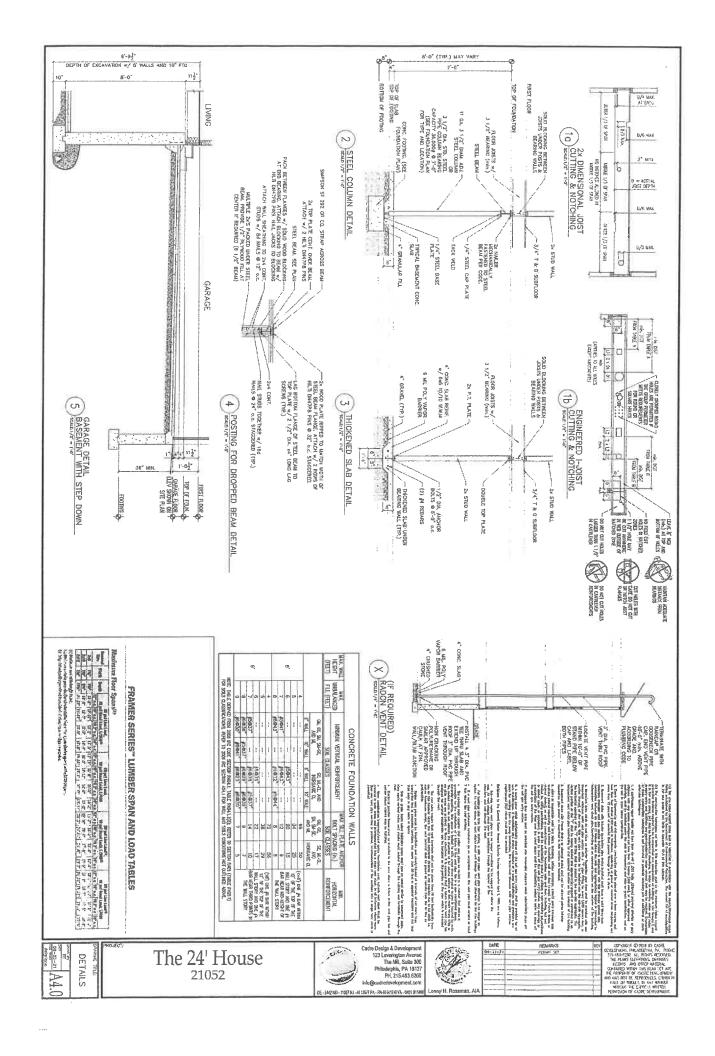
PART TO REQUELY IN ALTO MANNE.

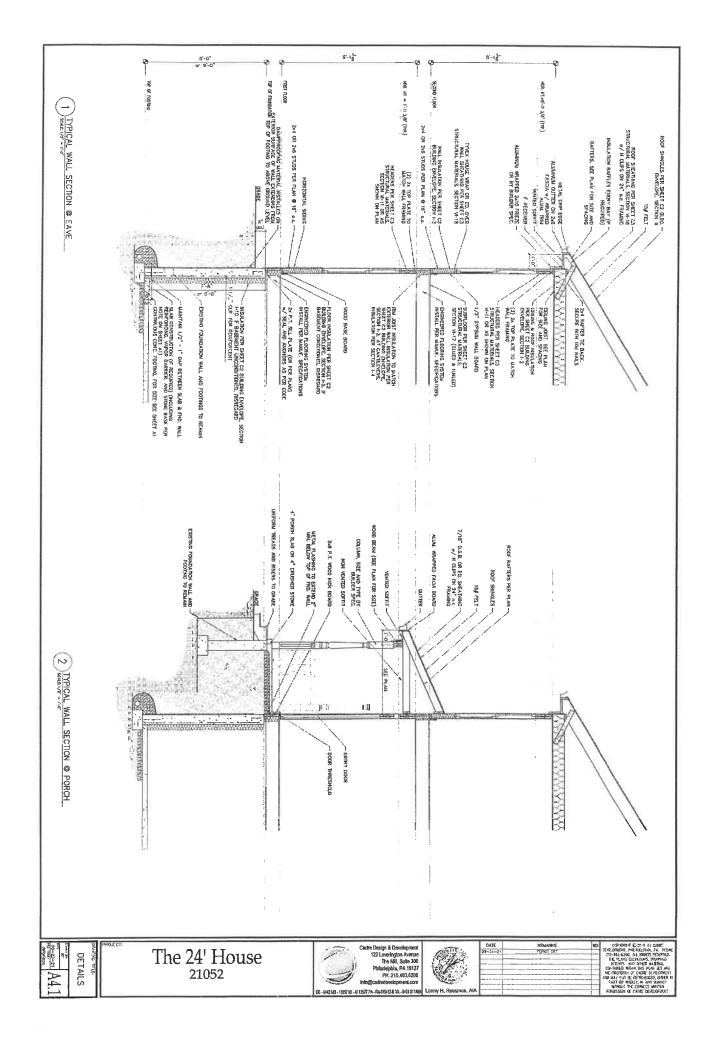
MINOUL THE CHECKEN, DESIGNER

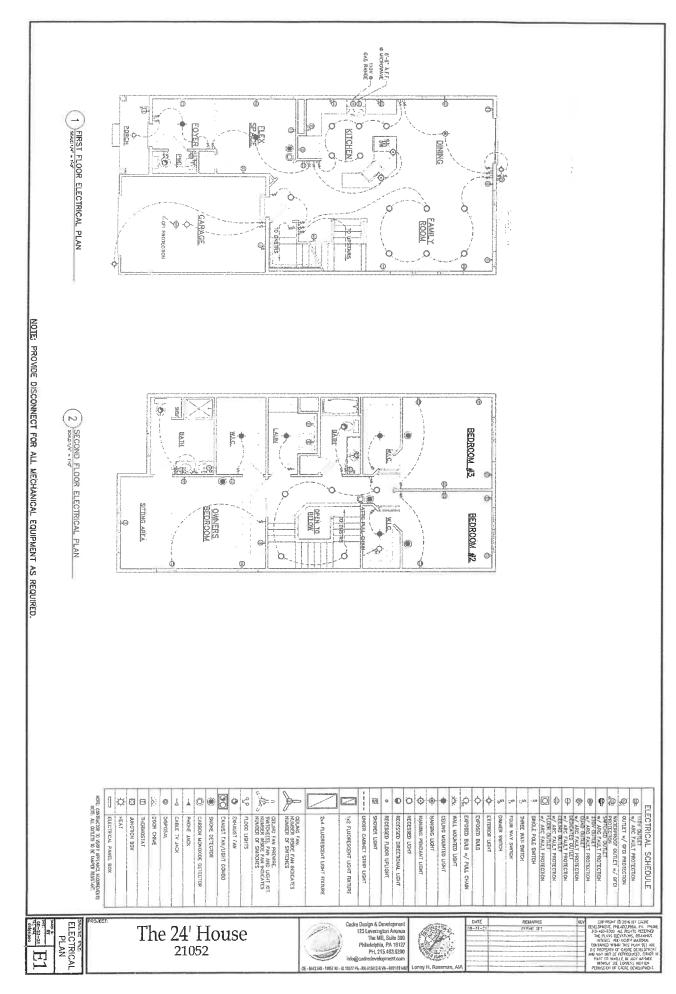


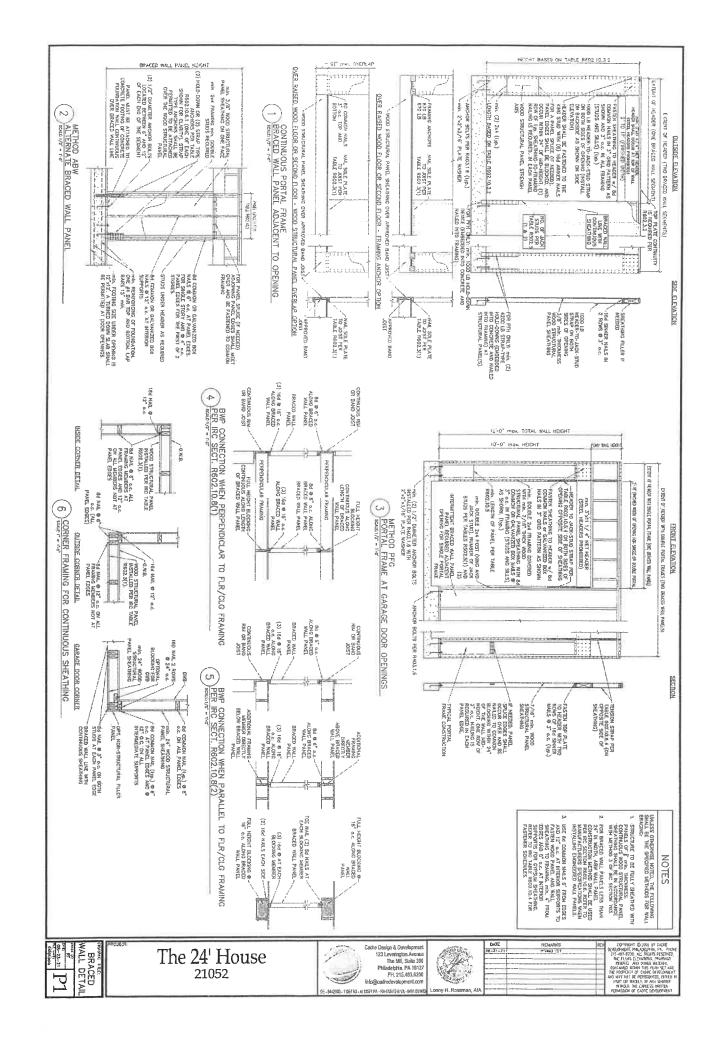


, -..









# EXHIBIT "D" Court Order

## IN THE COURT OF COMMON PLEAS, MONTGOMERY COUNTY, PENNSYLVANIA CIVIL DIVISION

**MOSER CONSTRUCTION CO.** 

NO. 2019-27545

VS.

:

LOWER PROVIDENCE TOWNSHIP ZONING HEARING BOARD

:

#### ORDER

AND NOW, this 3<sup>rd</sup> day of August, 2020, upon consideration of the Appeal filed by Moser Construction Co., the Briefs filed in support and in opposition thereto, and after oral argument, it is hereby ORDERED and DECREED that the appeal and relief requested therein is GRANTED and the decision of the Lower Providence Township Zoning Hearing Board is hereby REVERSED.

BY THE COURT:

WENDY G. ROTHSTEIN, J.

Wing Gib\_\_

E-Filed on 8/3/2020 Emailed to:

Jackie McAllister, Court Administration

Bri Kennedy

Judicial Secretary

