



Township of Abington

Engineering & Code Department

Wayne C. Luker, President
Steven N. Kline, Vice President

Richard J. Manfredi, *Manager*
Amy R. Montgomery, *P.E., Director*

Zoning Hearing Notice Continued Hearing

Notice is hereby given that the Zoning Hearing Board of the Township of Abington will hold a meeting as required by the Township's Zoning Ordinance at the Abington Township Administration Building, 1176 Old York Road, Abington, Pennsylvania, on:

Tuesday, October 15, 2019 at 7:00 p.m., at which time a public hearing will commence on the following application:

19-11: This is the application of **JSF Management, LLC**, applicant for the properties located at 1538 & 1546 Easton Road, Abington, Pa. 19001. The applicant has requested a dimensional variance from Section 1006, Figure 10.18 of the zoning ordinance of the Township of Abington to allow for the building height of the proposed building to be 46 feet, instead of 35 feet. A variance has been requested from Section 2403.D to eliminate the required foundation landscaping in front of the proposed building. An interpretation has been requested of Section 2312, Figure 23.2 of the Zoning Ordinance pertaining to the on-site loading area as shown on the plan. In the alternative, a variance has been requested. The applicant proposes to merge the two properties, re-develop the site for use as a Self Storage Facility, Use C-31 as defined within the Zoning Ordinance.

The property is zoned within the Main Street High District of Ward #14 of the Township of Abington. A copy of the application and plans are on file with the Planning & Zoning Office and are available for review during normal business hours.

By Order of the Zoning Hearing Board.

Mark A. Penecale
Planning & Zoning Officer
Township of Abington

Note: There is a 30 day period after the date the decision is rendered for any and all aggrieved persons to file an appeal in the appropriate court to contest the actions of the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period, do so at their own risk. If there are questions that you may have, please feel free to contact the Zoning Officer at 267-536-1010. If you are unable to attend the hearing, written comment may be entered into the record by submitting them in advance of the hearing to the Planning & Zoning Officer.

Zoning Hearing Board Application

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



This application must be accompanied by a minimum of ten (10) copies of the plot plan of the property, prepared and signed by a registered land surveyor or professional engineer. The plan must include lot area, lot dimensions, coverage percentages, existing structures, other improvements, proposed improvements, off-street parking, buffers and all characteristics on the site.

The Undersigned herein makes application for:

- Request for Variance from the Zoning Ordinance.
- Request for a Special Exception as provided by the Zoning Ordinance.
- Appeal from the actions of the Zoning Officer.

1. Name and address of the owner of the land: Phone number:
See attached

2. Name and address of the applicant: Phone number:
See attached

3. Name and address of the attorney: Phone number:
See attached

4. If the applicant is not the owner of the property, list the applicant's interest in filing this application.
Example: equitable owner, agent, lessee, etc.
Equitable Owner

5. Description of the property:

Address/location 1538-1546 Easton Road

Present use Keystone Auto and Tire Center (1538 Easton) & Jeffrey's Auto World (1546 Easton)

Proposed improvement C-31 Self Storage Facility

Zoning Hearing Board Application

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



6. State briefly the reasons for which the proposed improvements or use does not meet the requirements of the Zoning Ordinance, and the nature of relief you are seeking:

See attached

7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:

See attached

8. Describe in detail the grounds for the appeal, or the reasons both in law and in fact for the granting of the variance or special exception, describing in detail the nature of the unique circumstances, and the specific hardship justifying your request for approval of the application.

See attached

9. List any and all prior Zoning Hearing Board action regarding the property. List the date, case number and the nature of the zoning relief granted.

N/A

10. List any and all additional information, records, transcripts which may be helpful to the Zoning Hearing Board in rendering a decision: A minimum of eight (8) copies are required to be submitted.

[Handwritten Signature]

Signature of Applicant

Signature of Owner

Internal Validation: 7/26/19

Date Received:

Fee Paid: \$1,500.00

Case: #19-11

Check # 26338

RECEIVED
JUL 26 2019

BY:

[Handwritten Signature]
Signature of the Zoning Officer



**KLEHR HARRISON
HARVEY BRANZBURG LLP**

Matthew J. McHugh
Direct Dial: (215) 569-1662
Email: mmchugh@klehr.com

August 30, 2019

VIA E-MAIL ONLY (mpenecale@abington.org)

Mark Penecale
1176 Old York Road
Abington, PA 19001

**RE: Abington Township Zoning Hearing Board Appeal #19-11
Applicant: JSF Management, LLC
Property: 1538-46 Easton Road**

Dear Mark:

Enclosed is a revised Zoning Plan in connection with the above Application. Full-size copies are being sent to you under separate cover by Bohler Engineering. In connection therewith, we seek to amend the Application to request the following variances and request that the Zoning Hearing Board advertise the following relief:

1. A variance from Section 1006 and Figure 10.18 of the Zoning Ordinance to permit a maximum building height of 46 feet;
2. An interpretation that loading spaces are not required for the proposed use, or, in the alternative, a variance from Section 2312 and Figure 23.2 of the Zoning Ordinance to permit the loading area as depicted on the revised Zoning Plan; and
3. A variance from Section 2403.D of the Zoning Ordinance to not provide the required building foundation plantings.

Please do not hesitate to contact me if you should have any questions regarding this matter.

Very truly yours,

Matthew J. McHugh

Enclosure

1835 MARKET STREET SUITE 1400 PHILADELPHIA, PA 19103 215.569.2700 215.568.6603 www.klehr.com
PENNSYLVANIA NEW JERSEY DELAWARE



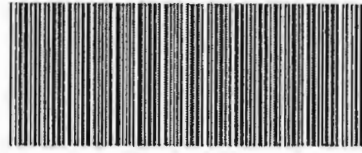
cc: Bruce Eckel, Esquire (via e-mail only)
Hercules Grigos, Esquire (via e-mail only)
Adam Benosky (via e-mail only)
John Alejnikov (via e-mail only)
Beau Gunn (via e-mail only)
Hayes Saer (via e-mail only)
Randy Jones (via e-mail only)



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

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

DEED BK 5766 PG 00288 to 00292
INSTRUMENT # : 2010036918
RECORDED DATE: 05/06/2010 10:16:23 AM



1538457-0010P

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed	Transaction #: 1440941 - 1 Doc(s)
Document Date: 04/30/2010	Document Page Count: 4
Reference Info:	Operator Id: dcane

RETURN TO: (Simplifile) S&W Closing Services, Inc. 602 Corporate Drive West Langhorne, PA 19047 (215) 579-3223	SUBMITTED BY: S&W Closing Services, Inc. 602 Corporate Drive West Langhorne, PA 19047 (215) 579-3223
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* PROPERTY DATA:

Parcel ID #: 30-00-14-128-00-8
Address: 1546 EASTON RD

PA
Municipality: Abington Township (100%)
School District: Abington

* ASSOCIATED DOCUMENT(S):

CONSIDERATION/SECURED AMT:	\$260,000.00
TAXABLE AMOUNT:	\$260,000.00
FEES / TAXES:	
Recording Fee:Deed	\$65.00
State RTT	\$2,600.00
Abington Township RTT	\$1,300.00
Abington School District RTT	\$1,300.00
Total:	\$5,265.00

DEED BK 5766 PG 00288 to 00292
Recorded Date: 05/06/2010 10:16:23 AM

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



Nancy J. Becker

Nancy J. Becker
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Prepared by and Return to:

First Partners Abstract Company
602 Corporate Drive West
Langhorne, PA 19047

File No. FPA-4292-S

UPI # 30-00-14128-008

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
30-00-14128-00-8 ABINGTON TOWNSHIP
1546 EASTON RD
MLR ENTERPRISES LLC
B 219 L 4 U 023 4100 05/06/2010

\$10.00
LG

This Indenture, made the 30th day of April, 2010,

Between

MLR ENTERPRISES LLC

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

BRUMAR ENTERPRISES, LLC

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Two Hundred Sixty Thousand Dollars 00/100 (\$260,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements erected, situate in the Township of Abington, County of Montgomery and State of Pennsylvania.

BEGINNING at a point on the Northwestern side of Easton Road (formerly Germantown and Willow Grove Turnpike) (52 feet widened 2 feet on the Northwestern side of the former width of 50 feet), said point being at the distance of 167.56 feet Southwestwardly from the intersection which the aforesaid Northwestern side of Easton Road makes with the Southwesterly side of Hamilton Avenue (50 feet wide); thence along the Northwestern side of Easton Road South 44 degrees 00 minutes West 50 feet to a point; thence along the Northeasterly side of Lot No. 5 on Plan of Roslyn Homesteads North 46 degrees 00 minutes West 223 feet to a point; thence along the rear line of Lot No. 74 on the said Plan of Roslyn Homesteads North 44 degrees 00 minutes East 50 feet to a point; thence along the Southwesterly side of Lot No. 3 South 46 degrees 00 minutes East 223 feet to the place of beginning.

BEING known as Lot No. 4 on Plan of Roslyn Homesteads

BEING known as 1546 Easton Road.

ALSO BEING County Parcel # 30-00-14128-00-8.

BEING the same premises which Joseph L. Rio Jr., by Deed dated December 24, 2001, and recorded January 18, 2002, in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Book 5392, Page 1039, granted and conveyed unto MLR Enterprises LLC, a PA Limited Liability Company, in fee.

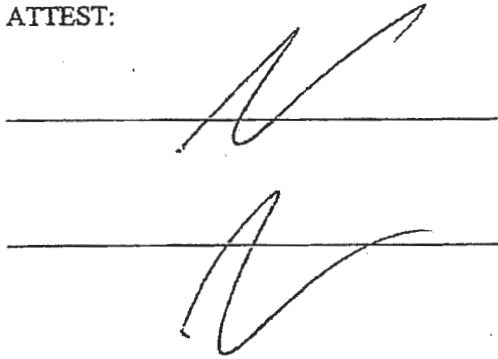
Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

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

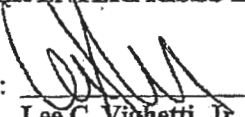
And the said Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantees, their successors, heirs and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their successors, heirs and assigns, against it, the said Grantor, and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.


In Witness Whereof, the party of the first part has caused its common and corporate seal to be affixed to these presents by the hand of its Member, and the same to be duly attested by its Member. Dated the day and year first above written.

ATTEST:



MLR ENTERPRISES LLC

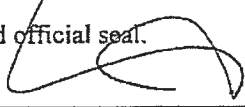
By:  Member
Lee C. Vighetti, Jr., Member

By:  Member
Michael Vighetti, Member

Commonwealth of Pennsylvania }
County of Bucks } ss

AND NOW, this 30th day of April, 2010, before me, the undersigned Notary Public, appeared **Lee C. Vighetti, Jr., and Michael Vighetti** who acknowledged themselves to be the **Members of MLR Enterprises LLC**, a corporation, and they, as such **Members** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as **Members**.

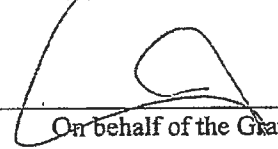
IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Notary Public
My commission expires 12/11/11

The precise residence and the complete post office address of the above-named Grantees is:

1546 Easton Rd., Abington PA 19006



On behalf of the Grantees

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lisa P. Torrini, Notary Public
Northampton Twp., Bucks County
My Commission Expires Dec. 11, 2011
Member, Pennsylvania Association of Notaries

Deed

UPI # 30-00-14128-008

MLR Enterprises LLC

TO

Brumar Enterprises, LLC, Marcia E. Cohen
and Bruce A. Cohen

First Partners Abstract Company
602 Corporate Drive West
Langhorne, PA 19047

CONTRACT TO BUY AND SELL REAL PROPERTY

- I. **SELLER** James Oliveros and Valerie Minuti k/n/a Valerie Minuti Oliveros, or appropriate record owner
- II. **PURCHASER** JSF Management, LLC, or its successors or assigns
- III. **PROPERTY** That certain parcel of real property consisting of approximately 33,450 +/- square feet including all existing improvements, designated as Montgomery County Tax Parcel ID No. 30-00-14124-003 located at 1538 Easton Road, Abington Township, Montgomery County, Pennsylvania 19001 together with any and all, easements, appurtenances and other rights of any nature whatsoever, if any, appurtenant to the property, as generally depicted on the image attached hereto as **Exhibit A** (the "**Property**"), the actual boundaries of which to be confirmed prior to Closing (as defined below) by an ALTA survey procured by Purchaser as set forth below.
- IV. **PURCHASE PRICE**
- A. The Purchase Price for the Property shall be [REDACTED] Dollars (the "**Purchase Price**").
- B. [REDACTED] (the "**Initial Deposit**") shall be due within five (5) days of the Effective Date, to be held by First American Title Insurance Company, 1850 K Street, N.W., Suite 1050, Washington, D.C. 20006, attention Joshua K. Slan, Esq. ("**Escrow Agent**" or "**Title Company**"). The Initial Deposit, the Second Deposit (defined below), and any Extension Deposits (defined below) shall be collectively referred to as the "**Earnest Money**" or the "**Deposit**". All Earnest Money, including any interest thereon, shall be applicable to the Purchase Price at Closing. The Earnest Money shall be held and paid or refunded as set forth herein and pursuant to the terms set forth in and attached hereto as **Exhibit B** attached hereto (the "**Escrow Agreement**").
- C. After giving credit for any additional deposits made pursuant to the terms of this Contract, the balance of the Purchase Price due shall be subject to adjustment for normal prorations and as otherwise set forth herein, and shall be paid by wire transfer or other certified funds at Closing.
- V. **TITLE AND POSSESSION** The Seller agrees to convey to Purchaser fee simple, title to the Property described above at the time of Closing and to deliver a special warranty deed with all necessary stamps affixed

thereto and all transfer taxes paid. Seller shall pay all rollback taxes applicable to the Property, if any. Said title shall be free of tenants and other parties in possession. The title shall be as contained in the Title Commitment procured by Purchaser and approved by Purchaser in writing as set forth herein. The Seller shall surrender exclusive, vacant possession of the Property unto Purchaser simultaneously with the Closing. Notwithstanding any provisions of this Agreement to the contrary, Purchaser shall provide written notice to Seller not less than ninety (90) days prior to Closing. Seller shall have the period from sixty days prior to closing ("**Seller Removal Period**") and at Seller's option, the thirty day period following closing ("**Seller Option Removal Period**") during which time Seller may remove at Seller's expense, any trade fixtures and other improvements of any kind or nature from the Property. Any trade fixtures or improvements not removed from the Property during the Seller Removal Period or Seller Option Removal Period shall become Purchaser's property at Closing. Upon expiration of the Seller Removal Period, or if applicable the Seller Option Removal Period, Seller's right to remove ~~said trade fixtures and improvements~~ shall automatically terminate and Seller shall have no further rights thereto. Should Seller exercise the Seller Option Period, Seller shall maintain commercial general liability insurance with minimum limits of \$1,000,000.00 for a single occurrence covering all of Seller's activities at the Property during the Seller Option Removal Period and agrees to indemnify Purchaser from any and all claims of any nature arising as a result of Seller's activities on the Property during the Seller Option Removal Period.

VI. INSPECTION PERIOD

A. Purchaser, or its designated agents, shall have ninety (90) days from the Effective Date of this Contract (the "**Inspection Period**"), for the purpose of performing environmental and geotechnical investigations, engineering studies, surveys, title investigations, verification of the availability of gravity flow sanitary sewer and other utilities, access, zoning, concurrency capacity, traffic analyses, impact fee and permitting fee assessments, signage requirements and all other feasibility studies deemed necessary by Purchaser, in Purchaser's sole discretion. Seller will authorize its vendors, agents and/or contractors to cooperate with Purchaser during such inspections. Seller shall cooperate with Purchaser in Purchaser's attempt to obtain all utilities to the property line and all appropriate approvals from any private utility providers, Abington Township, Montgomery County and/or the

Pennsylvania Department of Transportation, as applicable, for design and specifications of all roads (new and realigned), curb and gutter, water, sewer, natural gas and power lines, and communication infrastructure that are associated with the Purchaser's project, provided such cooperation shall be at no cost or expense to Seller. If Purchaser exercises its rights under the provisions of this subsection, it shall (i) provide Seller with prior verbal 24 hour notice of Buyer's entry, (ii) keep the Property free of any liens or third-party claims resulting therefrom except as may be required by applicable law; (iii) maintain adequate liability insurance in an amount of not less than \$1,000,000.00 for a single occurrence and \$50,000.00 for property damage which insurance shall name Seller as an additional insured; (iv) if Closing does not occur for any reason restore as nearly as practicable the Property substantially to its condition immediately before such exercise.

B. Purchaser shall indemnify and hold Seller harmless from any loss, claim or damage Seller may incur as a result of Purchaser's inspection activities, except that Purchaser may disclose the inspection reports as required by law. The indemnity shall include any liability or expense for injuries to or death of persons or damage to property arising from the exercise of the rights hereunder that are not the result of any act or omission of Seller or Seller's agents, employees or contractors.

C. Within sixty (60) days of the Effective Date, Purchaser shall obtain from the Title Company and provide to Seller a title insurance commitment for the Property (the "**Title Commitment**"). With the Title Commitment, Purchaser shall notify Seller in writing of any objections to the Title Commitment ("**Purchaser's Title Objection Notice**"). Seller shall have ten (10) days to respond to the Purchaser's Title Objection Notice by either agreeing to cure such title defects or informing Purchaser that Seller is either unable or unwilling to cure the same ("**Seller's Title Response**") , in which case Purchaser may, at its option, within ten days of receipt of Purchaser's Title Objection Notice, either terminate the Contract in writing and receive a refund of all Earnest Money then on deposit or elect to move forward with Closing. If Seller does not respond in writing to Purchaser's Title Objection Notice, Seller shall be deemed to have declined to cure such title objections. If Purchaser does not respond to Seller's Title Response, Purchaser shall be deemed to have elected to move forward with Closing. Notwithstanding the foregoing, Seller is

obligated to release or satisfy any monetary lien or mortgage on the Property at or before Closing.

D. Upon Purchaser's receipt of the Title Commitment, Purchaser will furnish and pay for a current ALTA survey (the "Survey") certified to Purchaser and the title company in sufficient detail to obtain a deletion of the survey exception from the title policy. Within sixty (60) days of the Effective Date, Seller shall object to any matters of Survey in the same manner as set forth above with respect to title objections. Seller shall have ten (10) days to respond to Purchaser's survey objections by either agreeing to cure such survey defects or informing Purchaser that Seller is either unable or unwilling to cure the same, in which case Purchaser may, at its option, either terminate the Contract and receive a refund of all Earnest Money or elect to move forward with Closing. If Seller does not respond in writing to Purchaser's notice of survey objections, Seller shall be deemed to have declined to cure the same.

E. Notwithstanding any other provision of this Contract, until the expiration of the Inspection Period, Purchaser is entitled to terminate this Contract, in Purchaser's sole discretion, for any reason whatsoever. If Purchaser elects to terminate, Purchaser shall provide written notice prior to the expiration of the Inspection Period, the Escrow Agent shall refund all Earnest Money on deposit to Purchaser and the Contract shall otherwise be considered terminated and of no further force and effect. If Purchaser does not terminate this Contract as provided in the previous sentence, then within five (5) business days after the expiration of the Inspection Period, Purchaser shall deposit an additional [REDACTED] (the "Second Deposit") with the Escrow Agent. Following the expiration of the Inspection Period, the Initial Deposit and the Second Deposit shall be non-refundable to Purchaser except in the event of (a) Seller's default, or (b) a failure of a Closing Condition (defined below).

VII. APPROVALS PERIOD

A. Following the expiration of the Inspection Period, Purchaser shall have ten (10) months (the "Approvals Period") to obtain the Approvals (defined below). Upon expiration of the Inspection Period, Purchaser shall promptly and diligently apply for, seek and pursue all entitlements, permits, and approvals required for the construction and operation of an approximately 70,000 square foot Class-A, climate controlled,

self-storage facility (“Purchaser’s Intended Use”), and any required site plan approvals or variances (collectively “Approvals”) as well as utilities to the property line and all appropriate approvals from Abington Township, Montgomery County and/or the Pennsylvania Department of Transportation, as applicable, for design and specifications of all roads (new and realigned), curb and gutter, water, sewer, natural gas and power lines, offsite easements, and communication infrastructure, that are associated with the Purchaser’s Intended Use. As used herein “Approvals” shall mean receipt of final and non-appealable zoning-level approvals and permits on terms and conditions acceptable to Purchaser, to allow Purchaser to construct and operate Purchaser’s Intended Use on the Property, in a site plan configuration acceptable to Purchaser in Purchaser’s sole discretion. Seller shall reasonably cooperate with Purchaser in Purchaser’s attempt to obtain the Approvals, including signing Purchaser’s applications if the property owner’s signature is required by the issuing authority, provided such cooperation shall be at no cost or expense to Seller. Purchaser and Seller both agree and acknowledge that Purchaser’s obligation to purchase the Property is expressly conditioned upon Purchaser receipt of the Approvals.

B. If Purchaser is diligently and in good faith pursuing the Approvals, but is unable to obtain the Approvals during the Approvals Period, then Purchaser may, in its sole discretion, elect to extend the Approvals Period for up to two (2) additional thirty (30) day periods, upon written notice to Seller of such election and pay directly to Seller the additional sum of [REDACTED] (each an “Extension Deposit”). Each Extension Deposit shall be applicable to the Purchase Price and considered part of the Earnest Money; provided, however, the Extension Deposits shall be non-refundable to Purchaser upon deposit except in the event of Seller’s default. If Purchaser is unable to obtain the Approvals during the Approvals Period, as may be extended, Purchaser shall be entitled to terminate this Contract and receive a refund of the Earnest Money on deposit with the Escrow Agent.

C. Notwithstanding any other provision of this Contract, upon Purchaser’s receipt of final and non-appealable Lot Consolidation Approval and Final Land Development Approval of Purchaser’s Intended Use, [REDACTED] of the Earnest Money shall become non-

refundable to Purchaser except only in the event of Seller's default.

**VIII. CLOSING
CONDITIONS**

The following items are express conditions to Purchaser's obligation to close (the "Closing Conditions"):

- A. Purchaser's receipt of the Approvals.
- B. Seller's delivery of the Property at Closing, (subject to the Seller Removal Option Period), vacant and free and clear of all tenancies.
- C. Purchaser's simultaneous acquisition of that certain adjacent parcel of real property known as Montgomery County Tax Parcel No. 30-00-14128-008 located at 1546 Easton Road (the "Brumar Property"). As of the Effective Date of this Contract, Purchaser has signed a contract to purchase the Brumar Property (the "Brumar Contract").

IX. CLOSING

A. The Closing shall be held on or before the earlier of i) thirty (30) days following expiration of the Approvals Period, as may be extended, or ii) thirty (30) days following the satisfaction of all Closing Conditions, but not later than sixteen (16) months from the Effective Date.

B. Real estate taxes will be prorated at Closing based on the most recent tax bill. In the event that the current year's tax bill has not yet been received, either party may seek a re-proration in the event that the tax allocation proves inaccurate.

C. In addition to any other customary adjustments, Seller shall pay: all costs to release the Property from all monetary liens, the costs to satisfy or cure any title or survey defect Seller has agreed to cure, any indebtedness secured by the Property, rollback taxes assessed against the Property, and one-half (1/2) of all transfer taxes due in connection with the recording and transfer of the Property to Purchaser. Purchaser shall pay the cost of its inspections, the Title Commitment and premium for its owner's policy and costs of the Survey, all Escrow Agent's fees, and one-half (1/2) of all transfer taxes due in connection with the recording and transfer of the Property to Purchaser. Each party shall be responsible for its own attorneys' fees. All other costs shall be allocated as per local custom.

D. Seller and Purchaser shall execute and deliver such customary instruments of conveyance, transfer and assignment as may be good and sufficient and otherwise reasonably requested by the title company in order to vest in Purchaser good and marketable fee simple title to, and all of Seller's right, title and interest in and to, the Property in accordance with the terms of this Contract.

X. DEFAULT

A. In the event Purchaser should default in the performance of any of its covenants contained herein and such default shall remain uncured for a period of ten (10) business days following Purchaser's receipt of written notice from Seller, Seller shall be entitled to declare this Contract null and void and receive all Earnest Money as liquidated and exclusive damages. The foregoing damages are not a penalty but are intended to compensate Seller for expenses and expenditures incurred and made in connection with this Contract, for damages sustained as a result of withdrawing the Property from the market, and otherwise for Purchaser's noncompliance with this Contract. Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such default, and Seller and Purchaser agree that these sums represent reasonable compensation to Seller for any such default.

B. In the event Seller should default in the performance of any of its covenants contained herein (including, without limitation, any failure to cure any title or survey defect Seller has agreed to cure pursuant to the provisions of Sections VI.C. and D. above) and such default shall remain uncured for a period of ten (10) business days following Seller's receipt of written notice from Purchaser, Purchaser shall have the option to declare this Contract null and void or seek specific performance. In the event the Purchaser exercises its option to declare this Contract voided under this Section, then all Earnest Money deposited hereunder shall be promptly returned to the Purchaser and Purchaser shall be entitled to reimbursement from Seller of its documented, out-of-pocket, third-party costs incurred with respect to the Property, including reasonable attorneys' fees not to exceed Two Hundred Fifty Thousand Dollars (\$250,000).

C. In the event of a default by the seller under the Brumar Contract that prevents Purchaser from simultaneously closing

on the Brumar Property and if Purchaser declines to seek specific performance of the Brumar Contract, if applicable, then, if Purchaser terminates this Contract as a result of such default under the Brumar Contract, in addition to Seller's retention of any Extension payments and the release of any Deposits that were rendered nonrefundable (to be immediately released by the Escrow Agent): 1) Seller shall be reimbursed from Purchaser its reasonable attorneys' fees incurred with respect to this Contract, not to exceed Five Thousand Dollars (\$5,000), 2) all applications, entitlements, and third party reports regarding the Property prepared for Purchaser shall be deemed assigned to Seller, and 3) Purchaser shall be deemed to have assigned to Seller all of Purchaser's right to seek specific performance under the Brumar Contract, and this Contract shall thereafter be null and void and neither party shall have any further obligation to the other party hereunder except as otherwise set forth herein.

D. Neither party is entitled to a claim for consequential damages against the other as a result of a breach or default under this Contract.

**XI. REAL ESTATE
BROKER**

At Closing, a) Seller shall pay a real estate brokerage commission to Situs Properties, Inc. and Nappen Realty Services, Inc. pursuant to a separate written agreement between Seller and Situs Properties, Inc. and Nappen Realty Services, Inc, and b) Purchaser shall pay a consulting fee to Stephen Lam Real Estate Services, LLC pursuant to a separate written agreement between Purchaser and Stephen Lam Real Estate Services, LLC. Each party does hereby agree to indemnify and hold the other harmless from and against any and all loss, costs, damage or expense by any other broker, finder or other person, who shall claim to have dealt with such party in connection with this Contract.

**XII. CONDEMNATION/
CASUALTY**

Prior to Closing, if the Property, or any portion thereof, is damaged or otherwise taken by casualty, condemnation, eminent domain, force majeure or any cause, then Seller shall assume such risk. Purchaser may elect to terminate this Contract due to such casualty or condemnation (whereupon Purchaser shall receive a refund of all Earnest Money then on deposit) or proceed to close with an assignment of all proceeds arising from such casualty or condemnation.

XIII. NOTICES

All notices and other communications hereunder shall be in writing and shall be delivered personally or shall be sent by

registered mail, certified mail, or express mail service, postage prepaid and return receipt requested, by nationally utilized overnight delivery service, or by facsimile with electronic confirmation or by electronic transmission addressed to the parties as follows:

As to Purchaser:

JSF Management, LLC
100 Dunbar Street, Suite 400
Spartanburg, S.C. 29306
Attn: Beau Gunn
Attn: Daniel Hart, Esquire
Telephone Number: (864) 585-2000
Fax Number: (864) 594-5998
bgunn@johnsondevelopment.net
dhart@johnsondevelopment.net

With copy to:

Steven Querin, Esquire
220 North Church Street, Ste. 4
Post Office Drawer 5587 (29304)
Spartanburg, S.C. 29306
Telephone Number: (864) 582-8121
Fax Number: (864) 585-5328
squerin@jshwlaw.com

As to Seller:

James Oliveros and Valerie Minuti Oliveros
929 Limekiln Pike
Maple Glen, PA 19002
Email: ValO1047@comcast.net
Telephone Number: 215 659-9891
Fax Number:

With a copy to:

Edward M. Wild
174 W. State Street
Doylestown, PA 18901
Telephone Number: 215 230-4900
Fax Number: 215 230-9470
Email: ewild@bennerwild.com

As to Escrow Agent:

First American Title Insurance Company
National Commercial Services
Attn: Josh E. Slan, Esquire
1850 K Street, N.W., Suite 1050
Washington, D.C. 20006
Telephone: 202-530-1200
Email: jslan@firstam.com

XIV. ENVIRONMENTAL

A. Except as disclosed in any environmental report provided by Seller to Purchaser, Seller is not aware of the presence of any hazardous materials or toxic contaminants in or upon the Property. Purchaser and Seller agree that if any environmental evaluation performed by Purchaser demonstrates the presence of hazardous materials or toxic contaminants in or upon the Property, or the likelihood thereof, Purchaser shall forward such report to Seller. Seller shall have ten (10) days from receipt to review and respond to the report and any remediation requested by Purchaser. In the event that Seller, at its sole option, is not willing to remediate the contamination, Purchaser may, within ten days, terminate the Contract in writing and receive a refund of all Earnest Money.

**XV. SELLER
DELIVERABLES**

A. Within five (5) days following the Effective Date, Seller shall provide Purchaser with legible copies of any and all of the following documents, if any, as may be in Sellers' possession: owners' title insurance policies, existing plats and surveys, environmental reports, property management agreements, service contracts, leases, development agreements, property owner's association documents, tax receipts for the last three (3) years, any other legal documents and agreements in effect between the Property and the adjacent properties concerning (but not limited to) access, storm water run-off and detention, signage, buildable areas, prohibited uses, public and private easements and topographic information, and any other materials, reports, permits, with respect to the Property.

B. Seller shall cooperate with Purchaser in filing and pursuing all governmental approvals (including, without limitation, the approvals making up the Approvals) and in seeking and making application for curb cuts, disconnecting utilities and any off-site easements necessary in connection with the same, zoning, license and permits as determined necessary by Purchaser, provided such cooperation is at no additional cost or expense to Seller.

**XVI. REPRESENTATIONS
AND WARRANTIES**

Except as set forth below, Seller is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, with respect to the economical, functional, environmental or physical condition of the Property including, but not limited to, warranties or representations as to zoning, tax consequences, physical or environmental

conditions, availability of access, ingress or egress, operating history or projections, evaluation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the economical, functional, environmental or physical condition of the Property. Purchaser agrees that with respect to the Property, Purchaser has not relied upon or will not rely upon, either directly or indirectly, any representation or warranty of Seller. Purchaser represents that Purchaser is a knowledgeable purchaser of real estate and that Purchaser is relying solely on Purchaser's own expertise and that of Purchaser's consultants, if any. Purchaser represents and warrants that it has or will conduct or waive the right to conduct any investigations of the Property. Purchaser acknowledges and agrees that upon closing, Seller shall convey to Purchaser and Purchaser shall accept the Property in its "AS IS" condition, with all faults, and there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller other than as to title as stated in the special warranty Deed. Subject to the foregoing, to the best of Seller's knowledge:

A. All reports, contracts and other materials provided to Purchaser or to be delivered pursuant to this Contract are true and complete and constitute the entirety of such items known to Seller.

B. Seller is not aware of, and Seller has not received any notice of, any actual, pending or threatened litigation, action or proceeding against Seller or the Property.

C. There is no pending, or, to the best of Seller's knowledge, threatened condemnation, eminent domain or similar proceeding affecting the Property or any portion thereof.

D. Seller: (i) is solvent, (ii) is not in the hands of a receiver and no application for the appointment of a receiver is pending, (iii) has not made an assignment for the benefit of creditors, and (iv) is not the subject of any petition in bankruptcy nor is it currently contemplating filing for bankruptcy protection.

E. Seller has fee simple title to the Property and has the right, power and authority to enter into this Contract and to sell the Property in accordance with the terms and conditions hereof. This Contract, when executed and delivered by Seller, shall be a valid and binding obligation of Seller in accordance with its terms.

F. Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will:

- (a) Conflict with or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party; or
- (b) Constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order; or
- (c) Result in the cancellation of any contract or lease pertaining to the Property except as required by Purchaser; or
- (d) Result in the creation of any lien, charge or encumbrance upon the Property.

G. To Seller's knowledge, the Property is not subject to any jurisdictional wetlands or wetlands restrictions.

H. There are no third parties in possession of all or any portion of the Property; nor are there any options to purchase or rights of first refusal in effect with respect to all or any portion of the Property. No third party consent is required in connection with Seller's conveyance of the Property to Purchaser as contemplated in the Contract.

I. Subsequent to the Effective Date, Seller will not take any action or otherwise permit any change in the status of title to the Property without first obtaining the written consent of Purchaser.

J. From the Effective Date until Closing, Seller immediately will notify Purchaser of any fact, event or occurrence having a material effect on the Property or which renders any representation or warranty made by Seller in this Contract incorrect or misleading in any respect, including but not limited to fire or other casualty loss, receipt of notice of condemnation or threat of condemnation, or violation of any health, safety, fire, environmental or zoning law, code, regulation or ordinance, and Seller promptly will send to Purchaser copies of any notices. At Closing, Seller shall reaffirm the foregoing warranties and representations, and such warranties and representations, as updated by Seller's

certificate delivered at Closing, shall survive Closing for a period of one (1) year.

K. The time periods contained in the Brumar Contract are identical to the time periods contained herein.

**XVII. GENERAL
PROVISIONS**

A. This Contract and any properly executed addenda, alterations or assignments of same shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights and/or obligations in this Contract to any entity (an "Affiliate") controlled by or under common control with Purchaser, or to an entity which succeeds to Purchaser in any merger or acquisition. Purchaser shall have the right to assign its rights and/or obligations in this Contract to any other person or entity without recourse, provided, however, if such assignee is not an Affiliate, Purchaser shall not be released from its obligations hereunder. Purchaser shall indemnify Seller from any actual damages to Seller resulting from any transfer taxes applicable to any assignment of this Contract. Notwithstanding the foregoing, in lieu of assigning this Contract, Purchaser may elect to terminate this Contract; whereupon the assignee and the Seller shall enter into an agreement under the same terms and conditions contained in this Contract (the "New Agreement"), provided that any Deposit posted herein or delivered to Seller shall be applied under the New Agreement as if posted/delivered by the assignee.

B. Time is of the essence with respect to this Contract. Should the date for performance of any obligation hereunder fall on a Saturday, Sunday or legal holiday, the time for performance of such obligation shall be extended to the next business day thereafter.

C. This Contract constitutes the full and complete agreement of the parties hereto and shall not be modified, amended or altered except by written memorandum of the parties.

D. In the event that either party wishes to qualify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code, the other party agrees to accommodate such request, but all expenses of the exchange shall be paid by the requesting party.

E. Notwithstanding any provisions of this Contract to the contrary, in the event of a Purchaser termination or default, such termination or default shall constitute an assignment of all Purchaser's rights in the Approvals to Seller, to the extent assignable under applicable law, without further written documents. Purchaser shall thereafter promptly deliver to the Seller within five (5) days copies of all such Approvals that are assignable under applicable law, and copies of all non-proprietary, third-party reports prepared for Purchaser with regard to the development of the Property after which both Seller and Purchaser shall be released from any liability under this Agreement.

F. No party shall be construed as having waived any of its rights hereunder unless such waiver shall be in writing signed by the party against whom such waiver is being sought. Neither the failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party with its obligations hereunder, shall constitute a waiver of any party's rights to demand exact compliance with the terms hereof.

G. This Contract shall be construed and interpreted under the laws of the state where the Property is located.

H. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. To facilitate execution of this Contract and amendments hereof, the parties may execute and exchange by facsimile or electronic mail counterparts of the signature pages.

I. This Contract and the terms contained herein shall be kept strictly confidential by the parties hereto, provided that each party may disclose this Contract to its respective attorneys, advisors, consultants and inspectors in the ordinary course of performing such party's rights and obligations hereunder.

J. Upon full execution of this Contract, Seller agrees to cease all efforts to market the Property either directly or through its agents, and will not solicit, entertain or accept any offers for the purchase of all or any portion of the Property.

K. As used herein, "Effective Date" shall mean the date upon which a fully-executed copy of this Contract is delivered to each party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed the foregoing Contract.

IN THE PRESENCE OF:

PURCHASER:

JSF MANAGEMENT, LLC,
a South Carolina limited liability company

By: Johnson Development Associates, Inc.,
a South Carolina corporation
Its: Sole Member

Jimmy Waddell
Jim Mitchell

By: *D. C. Breden, Jr.*
Name: *Dan C. Breden, Jr.*
Title: *Secretary / Treasurer*
Date: *5.7.19*

SELLER:

Name: James Oliveros

Date: _____

Name: Valerie Minuti a/ka/ Valerie Minuti Oliveros

Date: _____

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY
(executing this Agreement for the limited purpose of
agreeing to serve as Escrow Agent under this Contract and
to perform the duties of Escrow Agent provided in the
Escrow Provisions attached as Exhibit B)

By: _____
Josh E. Slan

Address: 1850 K Street, N.W.
Suite 1050
Washington, D.C. 20006
Phone: 202-530-1200

IN WITNESS WHEREOF, the undersigned have executed the foregoing Contract.

IN THE PRESENCE OF:

PURCHASER:

JSF MANAGEMENT, LLC,
a South Carolina limited liability company

By: Johnson Development Associates, Inc.,
a South Carolina corporation

Its: Sole Member

By: _____
Name: _____
Title: _____
Date: _____

SELLER:

[Signature]

5-6-19

[Signature]
Name: James Oliveros
Date: 5-6-19

[Signature]

5-6-19

[Signature]
Name: Valerie Minuti a/ka/ Valerie Minuti Oliveros
Date: 5/6/19

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY
(executing this Agreement for the limited purpose of
agreeing to serve as Escrow Agent under this Contract and
to perform the duties of Escrow Agent provided in the
Escrow Provisions attached as Exhibit B)

By: _____
Josh E. Slan
Address: 1850 K Street, N.W.
Suite 1050
Washington, D.C. 20006
Phone: 202-530-1200

EXHIBIT A



EXHIBIT B

1. Purchaser hereby appoints First American Title Insurance Company as Escrow Agent hereunder.
2. Purchaser has or will deliver and deposit the Deposit with Escrow Agent as required by the Contract. Escrow Agent agrees to hold and disburse said Deposit as provided in the Contract.
3. Upon written notification from Seller and Purchaser that the contemplated sale is to be consummated, Escrow Agent shall, at Purchasers option, apply the Deposit towards the purchase price or refund the Deposit to Purchaser.
4. Upon written notification from Seller and Purchaser that the contemplated sale shall not take place, Escrow Agent shall disburse the Deposit in accordance with written instructions from the Seller and Purchaser.
5. The Parties hereto covenant and agree that in performing any of its duties under this Contract, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.
6. Title Company consents to the jurisdiction of the Montgomery County Court of Common Pleas. Any litigation over the Deposit shall occur in the Montgomery County Court of Common Pleas.

Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Contract, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

Seller and Purchaser hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or negligence.

In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of court as set forth above with all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged.