

PUBLIC NOTICE

PLEASE TAKE NOTICE that the Zoning Hearing Board of Upper Gwynedd Township will hold an in person public hearing at the Upper Gwynedd Township Building, 1 Parkside Place, North Wales (Upper Gwynedd Township), PA 19454, at 7:00 P.M. on Tuesday, January 25, 2022, on the following matter:

Hearing No. 22-01: LIS Dynamic Consulting Group, LLC as equitable owner for property located at 309 Sumneytown Pike, North Wales, PA 19454, for a variance from Section 195-28.A(7) to permit 23 parking spaces where 60 parking spaces are required as determined by the Zoning Officer for the proposed operation of a group medical practice offering psychotherapy/ counseling and Psychiatry services. The Property is zoned BP Business Professional District.

Copies of the application, exhibits, site plans or other materials received by the Township in connection with the above matters are on file with the Zoning Officer at the Township Building. Paper copies may be requested in writing from the Township at a cost as permitted by law. The public is invited to attend the public hearings and participate. If a member of the public would like to participate but requires assistance or accommodation, please contact the Township at mweaver@uppergwynedd.org or (215) 699-7777 prior to 10:00 a.m. on January 25, 2022.

Patrick Hitchens, Esquire
Solicitor for the Zoning Hearing Board of
Upper Gwynedd Township

ZONING HEARING BOARD
 UPPER GWYNEDD TOWNSHIP
 MONTGOMERY COUNTY, PENNSYLVANIA
 Zoning Ordinance of November 23, 1987 as Amended

APPLICATION FOR VARIANCE(S) Check One
 APPLICATION FOR SPECIAL EXCEPTION(S) X
 APPEAL FROM ZONING OFFICER'S _____
 DECISION/DETERMINATION(S) _____

Date: _____

PROPERTY ADDRESS/
 LOCATION 309 Sumneytown Pike LOT SIZE 35,061 ZONING DISTRICT BP-Business

Check One (Applicant)
 _____ Owner
X Equitable Owner (under Agreement of Sale)
 _____ Lessor
 _____ Lessee

Applicant's Name: LJS Dynamic Consulting Group, LLC Check One
 Date Ownership Secured _____
 Date of Agreement of Sale 9/8/21
 Date of Lease _____

Address: _____
 Telephone: _____


Contractor's or Agent's Name Craig R. Lewis, Esquire, Attorney for Applicant Public Water Yes X No _____
 Public Sewer Yes X No _____

Address 910 Harvest Drive, Suite 200, Blue Bell, PA 19422

Give full information as to Section of Zoning Ordinance involved and reasons why the Variance(s), Special Exception(s) or Appeal is desired and why it should be granted.

Variance from Section 195-28.A. See attached Addendum for detailed description.

 Owner's signature, if Applicant is not Owner, agreeing to this Application

Applicant's Signature 
 Please Print Name: Joshua Snyder

Attorney's Name: Craig R. Lewis, Esquire
 Address: 910 Harvest Drive, Blue Bell, PA 19422
 Telephone: 610-941-2584

Record of Secretary - Zoning Hearing Board

Application No. _____ Hearing Date(s) _____ Decision Date _____

VARIANCE(S)	Granted _____	Denied _____
SPECIAL EXCEPTION(S)	Granted _____	Denied _____
APPEAL	Granted _____	Denied _____

RESTRICTIONS/CONDITIONS (if any)

- () Zoning Officer
- () Zoning Hearing Board
- () Board of Commissioners
- () Zoning Solicitor

Signature of Secretary _____

Craig R. Lewis, Esquire
Kaplin Stewart Meloff Reiter & Stein, PC
Union Meeting Corporate Center
910 Harvest Drive
Post Office Box 3037
Blue Bell, PA 19422
(610) 941-2584
rlewis@kaplaw.com

Attorneys for Applicant

**BEFORE THE ZONING HEARING BOARD
OF UPPER GWYNEDD TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

In the Matter of:

**LJS Dynamic Consulting Group, LLC and J. Snyder Therapeutic Services, LLC
309 N. Sumneytown Pike
Parcel ID No. 56-00-08251-00-9**

ADDENDUM TO ZONING HEARING BOARD APPLICATION

LJS Dynamic Consulting Group, LLC and its affiliate J. Snyder Therapeutic Services, LLC (collectively hereinafter “**J. Snyder Therapeutics**”), by and through their attorney, Craig R. Lewis, Esquire, hereby files this addendum to their Application to the Upper Gwynedd Zoning Hearing Board seeking a variance from Section 195-28.A of the Upper Gwynedd Township Zoning Ordinance (“**Zoning Ordinance**”), and in support thereof states as follows:

1. **Name and Address of Applicant.** In accordance with an Agreement of Sale dated September 8, 2021, Applicants, LJS Dynamic Consulting Group, LLC and its affiliate J. Snyder Therapeutic Services, LLC, are the equitable owner of the parcel identified as Montgomery County tax parcel number 56-00-08251-00-9 (“**Property**”). A redacted copy of the Agreement of Sale to the Property vesting title in LJS Dynamic Consulting Group, is attached

hereto as Exhibit "A".¹ The Property is commonly known as 309 Sumneytown Pike, North Wales, Upper Gwynedd Township, PA 19454.

2. **Description of Property.** The Property is located in the BP – Business Professional District (“**BP District**”) and is presently improved with a three (3) story office building (“**Existing Office Building**”) along with a detached two-car garage as well as associated off street parking facilities. The Property is depicted on a sketch plan (“**Sketch Plan**”) attached hereto as Exhibit "C". As depicted on the Sketch Plan, access to the Property is by way of a single driveway from Sumneytown Pike that is shared with the office building on the adjacent parcel. The Existing Office Building is served by twenty-three (23) off street parking spaces.

3. **Zoning.** Pursuant to the Upper Gwynedd Township Zoning Ordinance (“**Zoning Ordinance**”) and Upper Gwynedd Township Zoning Map, the Property is located in the BP – Business Professional Zoning District.

4. **Proposed Use.** J. Snyder Therapeutics is a group practice offering psychotherapy/counseling as well as Psychiatry services. J. Snyder Therapeutics currently operates out of two physical locations one in Blue Bell and another in Ambler. In addition to physical, in person services, J. Snyder Therapeutics delivers services to clients by Telehealth (“**Proposed Use**”).

J. Snyder Therapeutics intends to use and occupy the Existing Office Building for the Proposed Use. J. Snyder Therapeutics anticipates that at full occupancy the Proposed Use will consist of a maximum of twelve (12) clinicians² and one office management staff.

¹ A copy of the Deed vesting legal title to the Property in Joseph J. DelCiotto Jr. and H. Yvonne DelCiotto is attached hereto as Exhibit "B".

² The term “clinician” is used to encompass the array of licenses professionals employed by J. Snyder Therapeutics.

Zoning Denial. In or about October, 2021, J. Snyder Therapeutics filed an application seeking a Use and Occupancy for the Proposed Use of the Property. By letter dated November 10, 2021, the Upper Gwynedd Township Zoning Officer, denied the requested Permit. (“**Zoning Determination**”). A copy of the Zoning Determination is attached hereto as **Exhibit “D”**. In his Zoning Determination, the Zoning Officer concluded that the Proposed use is a permitted use of the Property. However, the Zoning Officer also concluded that the Property does not provide sufficient off-street parking to satisfy the requirements of Section 195-28.A of the Zoning Ordinance. Specifically, the Zoning Officer found that the Proposed Use qualifies as a Medical Office, clinic or similar place. As such, the Zoning Ordinance requires that parking be provided at a ratio of 5 spaces for each professional plus one additional space for each profession and/or employee on the largest shift. Based on an anticipated staff of 10, the Zoning Officer concluded that 60 parking spaces would be required and only 23 spaces are provided.

5. **Parking Analysis.** Although the Zoning Officer properly classified J. Snyder Therapeutics’ Proposed Use as a Medical Office, clinic or similar place, the parking ratio prescribed by the Zoning Ordinance bears little resemblance to the demands experienced by J. Snyder Therapeutics. Therefore, J. Snyder Therapeutics engaged Frank Tavani and Associates, Inc. (“**FTA**”) to conduct a parking analysis to determine whether the existing parking (23 spaces) would be sufficient to serve the Proposed Use. FTA issued a Parking Investigation dated November 22, 2021 (“**Parking Analysis**”); a copy of which is attached hereto as **Exhibit “E”**. In its Parking Analysis, FTA first studied an existing location operated by J. Snyder Therapeutics (Ambler) to determine actual demands being experienced by their specific type of practice. Thereafter, FTA analyzed the dated from the Institute of Transportation Engineers Parking

Generation Manual. As set forth in more detail therein, FTA concludes that, even at peak demand, the Property provides more than sufficient parking to serve the Proposed Use.

6. **Request for a Variance.** Based on the unique practice of J. Snyder Therapeutics, requests a variance from §195-28.A to permit twenty-three (23) parking spaces to serve the Proposed Use (with a maximum number of twelve (12) clinicians and one additional staff member). As will be demonstrated by testimony and exhibits at the hearing in this matter, given the parking provided is sufficient to serve the Proposed and the grant of the requested relief will not be detrimental to the public health safety and/or welfare.

WHEREFORE, J. Snyder Therapeutics respectfully requests that the Zoning Hearing Board grant a variance from Section 195-28.A and such other and further relief as the Board deems necessary to permit the Proposed Use of the Property.

Respectfully Submitted,



CRAIG R. LEWIS, ESQUIRE
Attorney for Applicant

Date: November 29, 2021

EXHIBIT "A"
Agreement of Sale

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

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

PARTIES
BUYER(S): LJS Dynamic Consulting Group, LLC
SELLER(S): Joseph J Del Ciotto Jr

PROPERTY
PROPERTY ADDRESS 309 N Sumneytown Pike N. Wales
ZIP 19454
in the municipality of Upper Gwynedd Twp.
County of Montgomery, in the Commonwealth of Pennsylvania.
Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recording Date): #- 56-00-08251-009
Tax ID #(s):

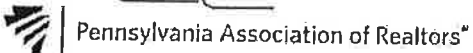
BUYER'S RELATIONSHIP WITH PA LICENSED BROKER
No Business Relationship (Buyer is not represented by a broker)
Broker (Company) RE/MAX Legacy
Licensee(s) (Name) Richard Gisondi
Company Address 1300 Horizon Dr. Suite 108, Chalfont, PA 18914
Direct Phone(s) (215)822-4822
Company Phone (215)822-4822
Cell Phone(s) (215)512-2997
Company Fax (267)483-1177
Fax (267)483-1177
Email rickgisondi@gmail.com
Broker is (check only one):
[X] Buyer Agent (Broker represents Buyer only)
[] Dual Agent (See Dual and/or Designated Agent box below)
Licensee(s) is (check only one):
[] Buyer Agent (all company licensees represent Buyer)
[X] Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
[] Dual Agent (See Dual and/or Designated Agent box below)
[] Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER
No Business Relationship (Seller is not represented by a broker)
Broker (Company) BHHS Keystone Properties
Licensee(s) (Name) Reeves Miller
Company Address 2131 Broad St Suite 200, Lansdale, Pa 19446
Direct Phone(s)
Company Phone (215)855-1165
Cell Phone(s) (267)638-2117
Company Fax
Fax
Email reevesm@bhhskeystone.com
Broker is (check only one):
[X] Seller Agent (Broker represents Seller only)
[] Dual Agent (See Dual and/or Designated Agent box below)
Licensee(s) is (check only one):
[] Seller Agent (all company licensees represent Seller)
[X] Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
[] Dual Agent (See Dual and/or Designated Agent box below)
[] Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: JES WK

Seller Initials: [Signature]



- 1 1. By this Agreement, dated September 8, 2021, Seller hereby agrees to sell and convey to
- 2 Buyer, who agrees to purchase, the Identified Property.
- 3 2. PURCHASE PRICE AND DEPOSITS (3-15)
- 4 (A) Purchase Price \$ Seven Hundred Seventy Five Thousand Dollars (\$775,000)
- 5 (
- 6 _____ U.S. Dollars), to be paid by Buyer as follows:
- 7 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
- 8 if not included with this Agreement: \$ 25,000.00
- 9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 10 3. _____ \$ _____
- 11 Remaining balance will be paid at settlement.
- 12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
- 13 within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by
- 14 personal check.
- 15 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
- 16 (unless otherwise stated here: _____), who
- 17 will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termina-
- 18 tion of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the
- 19 State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.
- 20 3. SETTLEMENT AND POSSESSION (6-13)
- 21 (A) Settlement Date is December 16, 2021, or before if Buyer and Seller agree.
- 22 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
- 23 Buyer and Seller agree otherwise.
- 24 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
- 25 current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer
- 26 fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will
- 27 pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:
- 28 _____
- 29 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
- 30 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 31 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December
- 32 31. School tax bills for all other school districts are for the period from July 1 to June 30.
- 33 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
- 34 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
- 35 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
- 36 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
- 37 is subject to a lease.
- 38 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
- 39 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.
- 40 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
- 41 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
- 42 Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.
- 43 4. DATES/TIME IS OF THE ESSENCE (3-15)
- 44 (A) Written acceptance of all parties will be on or before: September 11, 2021 X JJK 9/15/21
- 45 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
- 46 essence and are binding.
- 47 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by
- 48 signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, exclud-
- 49 ing the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be
- 50 initialed and dated.
- 51 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
- 52 ment of the parties.
- 53 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
- 54 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
- 55 to all parties, except where restricted by law.
- 56 5. FIXTURES AND PERSONAL PROPERTY (6-20)
- 57 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be
- 58 regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating
- 59 what items will be included or excluded in this sale.
- 60
- 61

DS
 YES
 9/13/2021

DS
 WJK
 9/13/2021

62 Buyer Initials: JES WJK

Seller Initials: X JJK

63 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating;
64 HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated
65 below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____
66 _____
67 _____
68 _____

69 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement: _____
70 _____

71 (D) EXCLUDED fixtures and items: _____
72 _____

73 6. ZONING (4-14)

74 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
75 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
76 Zoning Classification, as set forth in the local zoning ordinance: BP

77 7. FINANCING CONTINGENCY (4-14)

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

81 ELECTED.

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

83 First Loan on the Property	Second Loan on the Property
84 Loan Amount \$ <u>387,500.00</u>	Loan Amount \$ <u>310,000.00</u>
85 Minimum Term <u>25</u> years	Minimum Term <u>25</u> years
86 Type of Loan <u>SBA 504</u>	Type of Loan <u>SBA 504</u>
87 Interest rate <u>3.000</u> %; however, Buyer agrees to accept the	Interest rate <u>3.000</u> %; however, Buyer agrees to accept the
88 interest rate as may be committed by the lender, not to exceed	interest rate as may be committed by the lender, not to exceed
89 a maximum interest rate of <u>4.750</u> %.	a maximum interest rate of <u>4.750</u> %.

90 (B) Financing Commitment Date November 10, 2021

91 (C) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written appli-
92 cation for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise
93 Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.

94 (D) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or
95 financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s)
96 refusing to approve a financing commitment, Buyer will be in default of this Agreement.

97 (E) Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. Unless otherwise agreed to in
98 writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by
99 Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24. Buyer will be responsible for any
100 premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood
101 insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees
102 and charges paid in advance to lender.

103 8. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

104 If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within _____ days (5 if not specified) of said
105 change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status
106 includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment
107 against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's
108 ability to purchase.

109 9. SELLER REPRESENTATIONS (1-20)

110 (A) Status of Water

111 Seller represents that the Property is served by:

112 Public Water Community Water On-site Water None _____

113 (B) Status of Sewer

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

115 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
116 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
117 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
118 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
119 _____

120 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

121 Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the
122 Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter,
123 repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a
124 permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with
125 administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The

126 Buyer Initials: JES Wk

Seller Initials: X

127 local agency charged with administering the Act will be the municipality where the Property is located or that municipality
 128 working cooperatively with others.
 129 Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions
 130 of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing,
 131 constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre
 132 parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted
 133 and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction
 134 may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.
 135 Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a
 136 water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another
 137 site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the
 138 tank from the date of its installation or December 14, 1995, whichever is later.
 139 Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the dis-
 140 tance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances
 141 provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water
 142 supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the hor-
 143 izontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the
 144 absorption area shall be 100 feet.
 145 Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities
 146 are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality com-
 147 pletes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

- (C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).
- (E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

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

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

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

(I) Internet of Things (IoT) Devices

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

10. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

189

Buyer Initials

DS DS
 JES Wk

ASC Page 4 of 9

Seller Initials:



190 11. BUYER'S DUE DILIGENCE (3-15)

191 WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including
192 fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT
193 CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this
194 Agreement.

195 ELECTED. This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the con-
196 dition and permitted use of the property is satisfactory. Buyer may, within 45 days (30 if not specified) from the Execution
197 Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the
198 condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifi-
199 cations and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's
200 expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land,
201 improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due
202 diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due
203 Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to
204 the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's
205 intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and
206 effect in accordance with the terms and conditions as more fully set forth in this Agreement.

207 (A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed
208 herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CON-
209 DITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own
210 inspections and determinations and not because of or in reliance on any representations made by Seller or any other party.
211 Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or
212 determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the
213 permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection
214 of any of the systems contained therein.

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

216 (C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance
217 for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance
218 and possible premium increases.

219 12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

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

224 (B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in
225 rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement
226 and before settlement, Seller will within _____ days (10 if not specified) of receiving the notices and/or assessments provide a
227 copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

228 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
229 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR

230 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
231 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within _____ days
232 (10 if not specified) that Buyer will:

233 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
234 Paragraph 26 of this Agreement, OR

235 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
236 Paragraph 24 of this Agreement.

237 If Buyer fails to respond within the time stated in Paragraph 12(B) (2) or fails to terminate this Agreement by written notice to
238 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

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


243 (D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If
244 any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement,
245 Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by
246 written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with
247 all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice
248 of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement
249 remain in full force and effect.

250 13. TAX DEFERRED EXCHANGE (4-14)

251 (A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
252 Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be
253 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any

254 Buyer Initials:

DS	DS
JES	Wk

Seller Initials: 

255 additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's
 256 interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be
 257 required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall
 258 Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and
 259 hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction
 260 (B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code,
 261 Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be
 262 reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any
 263 additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest
 264 in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required
 265 to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall
 266 indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange
 267 transaction.

268 14. COMMERCIAL CONDOMINIUM (10-01)

269 NOT APPLICABLE.

270 APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential
 271 use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of
 272 Pennsylvania (68 Pa.C.S. §3101 et seq.).

273 15. TITLES, SURVEYS AND COSTS (6-20)

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

278 (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
 279 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
 280 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

281 (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-
 282 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or
 283 required by the mortgage lender will be obtained and paid for by Buyer.

284 (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or
 285 before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing.
 286 A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the
 287 Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that
 288 the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the
 289 death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.

290 (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as
 291 specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey.
 292 If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termina-
 293 tion, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and Seller will reimburse
 294 Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and
 295 for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

296 (F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representa-
 297 tion about the status of those rights unless indicated elsewhere in this Agreement.

298 Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

299 (G) COAL NOTICE (Where Applicable)

300 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-
 301 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-
 302 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND
 303 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of
 304 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence
 305 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsid-
 306 ence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose
 307 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,
 308 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

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

310 (I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

311 Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.

312 2. Notice Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
 313 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
 314 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-
 315 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
 316 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
 317 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
 318 consider the effect of the fee or charge on the value of the property.

320 Buyer Initials: JES [Signature]

Seller Initials: [Signature]

321 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,
 322 the Act gives certain rights and protections to buyers.
 323 16. MAINTENANCE AND RISK OF LOSS (10-06)
 324 (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present con-
 325 dition, normal wear and tear excepted.
 326 (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed,
 327 or damaged as a result of any cause whatsoever.
 328 (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
 329 replaced, Buyer will:
 330 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 331 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 332 Paragraph 24 of this Agreement.

333 17. RECORDING (9-05)
 334 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
 335 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

336 18. ASSIGNMENT (1-10)
 337 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
 338 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless
 339 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

340 19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)
 341 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
 342 laws of the Commonwealth of Pennsylvania.
 343 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either
 344 party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
 345 Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by
 346 Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

347 20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)
 348 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
 349 for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal
 350 police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-
 351 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

352 21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)
 353 Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the
 354 Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor
 355 (Seller) is a foreign person.
 356 Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal
 357 Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To
 358 inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees
 359 to furnish Buyer, at or before closing, with the following:
 360 An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a for-
 361 eign person.
 362 A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
 363 Other: _____

364 22. REPRESENTATIONS (1-10)
 365 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-
 366 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
 367 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
 368 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
 369 be altered, amended, changed or modified except in writing executed by the parties.
 370 (B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

371 23. BROKER INDEMNIFICATION (6-13)
 372 (A) Buyer and Seller represent that the only Brokers involved in this transaction are: RE/MAX Legacy & BHHS Keystone Properties
 373 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any
 374 claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party
 375 shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify
 376 and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either
 377 party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any
 378 person or entity. This paragraph shall survive settlement.
 379 (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an
 380 expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide
 381 advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representa-
 382 tions or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent prop-
 383 erty, including but not limited to those conditions listed in Paragraph 9(C).
 384

385 Buyer Initials: JES Wk

Seller Initials: [Signature]

386 24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

387 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
388 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID.
389 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

392 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
393 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

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

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

397 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
398 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24 (C))

399 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 60 days (180 if not
400 specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termina-
401 tion of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's
402 written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is
403 the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt
404 of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement
405 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of
406 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution
407 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties
408 maintain their legal rights to pursue litigation even after a distribution is made.

409 (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania
410 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
411 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

412 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

413 1. Fail to make any additional payments as specified in Paragraph 2, OR

414 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning
415 Buyer's legal or financial status, OR

416 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

417 (F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:

418 1. On account of purchase price, OR

419 2. As monies to be applied to Seller's damages, OR

420 3. As liquidated damages for such default.

421 (G) SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.

422 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24 (F) or (G), Buyer
423 and Seller are released from further liability or obligation and this Agreement is VOID.

424 (I) Brokers and licensees are not responsible for unpaid deposits.

425 25. ARBITRATION OF DISPUTES (1-00)

426 Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by
427 either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection
428 of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of
429 record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third
430 and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law
431 Arbitration 42 Pa. C.S.A. §7341 et seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement.

432 26. RELEASE (9-05)

433 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any
434 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or
435 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all
436 of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon,
437 lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal
438 system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under
439 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
440 pursue any remedies that may be available under law or equity. This release will survive settlement.

441 27. REAL ESTATE RECOVERY FUND (1-18)

442 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
443 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
444 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
445 3658.

446 28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

447 Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
448 satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer,
449 those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the
450

451 Buyer Initials: JES LW

Seller Initials: [Signature]

452 parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall
453 be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied
454 only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

455 29. NOTICE BEFORE SIGNING (4-14)

456 Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers
457 have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this
458 Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax
459 effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not
460 limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge
461 receipt of a copy of this Agreement at the time of signing. This Agreement may be executed in one or more counterparts, each of
462 which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.
463 WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return of this Agreement, and any addenda and amend-
464 ments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

465 30. SPECIAL CLAUSES (4-14)

466 (A) The following are part of this Agreement if checked:

- 467 Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- 468 Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 469 Zoning Approval Contingency Addendum to Agreement of Sale (PAR Form ZA)
- 470 Addendum A

473 (B) Additional Terms:

474 ^{DS} ^{Wk} Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa.
475 ^{DS} ^{DS} Code §35.336.

476 ^{DS} ^{Wk} Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

477 ^{DS} ^{Wk} Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money)
478 ^{DS} ^{Wk} before signing this Agreement.

480 BUYER Joshua E Snyder DATE 9/9/2021

LJS Dynamic Consulting Group LLC

481 Mailing Address _____
482 Phone(s) _____ Fax _____ Email _____
483 BUYER Lauren J Knier DATE 9/9/2021

484 Mailing Address _____
485 Phone(s) _____ Fax _____ Email _____

486 BUYER _____ DATE _____

487 Mailing Address _____
488 Phone(s) _____ Fax _____ Email _____

489 AUTHORIZED REPRESENTATIVE _____
490 Title _____

491 COMPANY _____

492 Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
493 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

494 VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized
495 by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or
496 exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the
497 shareholders pursuant to 15 P.S. §1311.

498 SELLER J DelCiotto Jr DATE Sep 13, 2021

499 Mailing Address 309 N Sunnyside Pike North Wales Pa 19384
500 Phone(s) _____ Fax _____ Email _____

501 SELLER _____ DATE _____

502 Mailing Address _____
503 Phone(s) _____ Fax _____ Email _____

504 SELLER _____ DATE _____

505 Mailing Address _____
506 Phone(s) _____ Fax _____ Email _____

507 AUTHORIZED REPRESENTATIVE _____
508 Title _____

509 COMPANY _____

APPRAISAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ACA

Not to be used with FHA or VA financing

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

1 PROPERTY 309 N Sumneytown Pike, North Wales, PA 19454

2 SELLER Joseph J Del Ciotto Jr

3 BUYER LJS Dynamic Consulting Group LLC

4 1. The appraisal value of the Property must be equal to or higher than the Purchase Price OR \$ (minimum
5 appraisal value, Purchase Price if not specified), whichever is less. Contingency Period: 45 days (30 if not spec-
6 ified) from the Execution Date of the Agreement. Within the Contingency Period, Buyer may obtain an appraisal of the Property
7 from a Pennsylvania certified appraiser. If Buyer is obtaining financing, the appraisal shall be performed by a Pennsylvania certified
8 appraiser selected by the lender to whom Buyer has made application for financing. If Buyer is not obtaining financing, the appraisal
9 shall be performed by a Pennsylvania certified appraiser selected by Buyer.

10 2. By initialing below, Buyer elects ONE of the following options:

11 Buyer (A) Option 1:

- 12 Initials DS DS
13 JES Wk
14 1. If the terms of Paragraph 1 are satisfied, or if the appraisal is not completed within the Contingency Period, Buyer
15 accepts the Property and agrees to the terms of the RELEASE paragraph of the Agreement of Sale.
16 2. If the terms of Paragraph 1 are not satisfied, Buyer will deliver a copy of the appraisal report to Seller, and Buyer
17 will, within the Contingency Period:
18 a. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer
19 according to the terms of the Agreement of Sale, OR
20 b. Enter into a mutually acceptable written agreement with Seller.
21 3. If Buyer does not terminate the Agreement of Sale or enter into a mutually acceptable written agreement with
22 Seller within the Contingency Period, Buyer waives this contingency.

OR

21 Buyer (B) Option 2:

- 22 Initials
23
24 1. If the terms of Paragraph 1 are satisfied, or if the appraisal is not completed within the Contingency Period, Buyer
25 accepts the Property and agrees to the terms of the RELEASE paragraph of the Agreement of Sale. Buyer further
26 agrees to complete settlement AT THE PURCHASE PRICE by any of the following or a combination thereof,
27 at Buyer's sole discretion:
28 a. provide additional funds at settlement,
29 b. adjust the loan amount stated in the mortgage or financing contingency paragraph of the Agreement of Sale,
30 OR
31 c. adjust the loan-to-value (LTV) ratio in the Agreement of Sale.
32 2. Buyer's election of any option above shall prevail over like terms of the mortgage or financing contingency para-
33 graph of the Agreement of Sale; all other terms remain unchanged. Any fees that result from a change in loan
34 terms will be the sole responsibility of Buyer.
35 3. If the terms of Paragraph 1 of this Addendum are not satisfied, all terms of the mortgage or financing contingency
36 paragraph of the Agreement of Sale shall prevail.

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

36 BUYER DocuSigned by: Joshua E Snyder LJS Dynamic Consulting Group LLC
37 BUYER DocuSigned by: Lauren J Kenner
38 BUYER DocuSigned by: 4A3B68E988D41B...
39 SELLER Joseph J Del Ciotto Jr
40 SELLER X J Del Ciotto Jr
41 SELLER

DATE 9/9/2021
DATE 9/9/2021
DATE
DATE
DATE X Sep 13, 2021
DATE



COPY RIGHT PENNSYLVANIA ASSOCIATION OF REALTORS© 2021

ADDENDUM _____ A _____

Addendum to contract dated August 8, 2021 between:
Joseph J Del Ciotto Jr (Sellers) and
LJS Dynamic Consulting Group LLC (Buyers) on property located
at 309 N Sumneytown Pike, North Wales, PA 19454

It is agreed and understood by all parties that the property is to be delivered vacant and free of all commercial leases, tenants and tenants possessions.

Seller to provide to buyer proof that all leases have been terminated prior to settlement.

Initials: DS
JES DS
Wk
Initials: _____

EXHIBIT "B"

Deed

RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA

Jeanne Sorg

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

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



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds



This Indenture

made this 30TH day of AUGUST 19 90

014782

BY RONDA POLI, ATTY IN FACT BY VIRTUE OF POWER OF ATTORNEY
Between LIONEL M. MELLET AND CECILIA M. MELLET, HIS WIFE BY RONDA POLI, ATTORNEY IN
FACT BY VIRTUE OF POWER OF ATTORNEY DATED _____ AND RECORDED IN P.O.A. BOOK
PAGE _____ AND P.G.A. (hereinafter called the Grantor/s), of the one part and
BOOK _____ PAGE _____

JOSEPH J. DELCIOTTO, JR. AND H. YVONNE DELCIOTTO, HIS WIFE
(hereinafter called the Grantee/s), of the other part,

50
1300
210

Witnesseth That in consideration of THREE HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000.00)
Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said Grantor/s do/does hereby grant and convey unto the said
Grantee/s, THEIR HEIRS and assigns, AS TENANTS BY THE ENTIRETIES.

ALL THAT CERTAIN lot or piece of ground, situate in Upper Gwynedd Township,
Montgomery County, Pennsylvania, and described according to a Plan thereof
made for Lionel M. Mellet by Barry Isett and Associates, dated March 10, 1989
and last revised June 7, 1989 and recorded in Montgomery County in Plan Book
A-51, page 123, as follows, to wit:

BEGINNING at a point on the Northeasterly proposed Ultimate Right of Way line
of Sunneytown Pike (50 feet wide) which point is measured North 26 degrees 14
minutes 00 seconds East 20.05 feet from a point on the original Northeasterly
legal right of way line of Sunneytown Pike, which last mentioned point is at
the distance of 294.22 feet measured Northwestwardly from the center line of
Beaver Street; thence extending from said point of beginning, North 67 degrees
44 minutes 00 seconds West along the said Northeasterly proposed ultimate
right of way line of Sunneytown Pike, 125.30 feet to a point, a corner of land
now or late of Brode, Brooks & Burns, t/a Upper Gwynedd Partners; thence
extending along the same, North 26 degrees 14 minutes 00 seconds East,
crossing the bed of a certain 20 feet wide sanitary sewer easement, 284.83
feet to point, a corner of Parcel No. 2 on said Plan; thence extending along
the same, South 63 degrees 46 minutes 00 seconds East 125.00 feet to a point
in line of land now or late of William H. and Anne Young; thence extending
along the same, South 26 degrees 14 minutes 00 seconds West, recrossing said
sewer easement, 276.15 feet to the first mentioned point and place of
beginning.

BEING Parcel No. 1 as shown on said Plan.

BEING Parcel No. 56-00-08251-00-9.

BEING part of the same premises which Charles Deutermann and Faith Deutermann,
his wife by Indenture dated March 31, 1988 and recorded in the Office of the
Recorder of Deeds in and for the County of Montgomery in Deed Book 4869, page
781, granted and conveyed unto Lionel M. Mellet and Cecilia M. Mellet, his
wife.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
56-00-08251-00-9 UPPER GWYNEDD
309 SUNNEYTOWN PIKE
MELLET LIONEL M & CECILIA M
B 023 U 006 L 1 1101 DATE: 09/07/90

3150.00
3150.00
MELLET

BOOK 4957 PAGE 1911



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PAID BY DEBITOR
900.00
RECEIVED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PAID BY DEBITOR
500.00
RECEIVED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PAID BY DEBITOR
450.00
RECEIVED

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PAID BY DEBITOR
900.00
RECEIVED

And the said Grantor/s do/does hereby covenant to and with the said Grantee/s that they, the said Grantor/s **SHALL AND WILL** specially, Warrant and forever Defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee/s their heirs and assigns, against the said Grantor/s and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her, them or any of them.
IN WITNESS WHEREOF, the said Grantor/s has/have caused these presents to be duly executed, the day and year first above written.

P.O.A BK184 - Pg 105 1/2

Sealed and Delivered in the presence of:-



Rhonda Poli attorney in fact for Lionel M. Mellet (Seal)
LIONEL M. MELLET, BY RHONDA POLI ATTORNEY IN FACT
Cecelia M. Mellet attorney in fact for Lionel M. Mellet (Seal)
CECELIA M. MELLET, BY RHONDA POLI ATTORNEY IN FACT

Margaret Beckenbach
Commonwealth of Pennsylvania: County of
On this, the day of
appeared

19, before me, the undersigned officer, personally who acknowledged himself/herself to be the of a corporation, and that he/she as such signing the name of the corporation by himself/herself as

(CORPORATE)

Notary Public

Commonwealth of Pennsylvania: County of MONTGOMERY
On this, the 30TH day of AUGUST 19 90 before me, the undersigned officer, personally appeared RHONDA POLI, ATTORNEY IN FACT FOR LIONEL M. MELLET AND CECELIA M. MELLET known to me (or satisfactorily proven) to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

(INDIVIDUAL)

Notary Seal:
Norman A. Wood, Jr. Notary Public
Chickadee Branch, Bucks County
My Commission Expires June 2, 1992
Member, Pennsylvania Association of Notaries

Norman A. Wood, Jr.
Notary Public

Application No-9374-QL
MINNESOTA
TITLE
Beed

LIONEL M. MELLET AND CECELIA M. MELLET, HIS WIFE BY RHONDA POLI, ATTORNEY IN FACT BY VIRTUE OF POWER OF ATTORNEY DATED AND RECORDED IN P.O.A. BOOK PAGE

TO

JOSEPH J. DELCLOTTO, JR. AND H. YVONNE DELCLOTTO, HIS WIFE

The address of the Grantee is
201 Church Road
Lansdale PA 19446
Anthony J. Jaberger

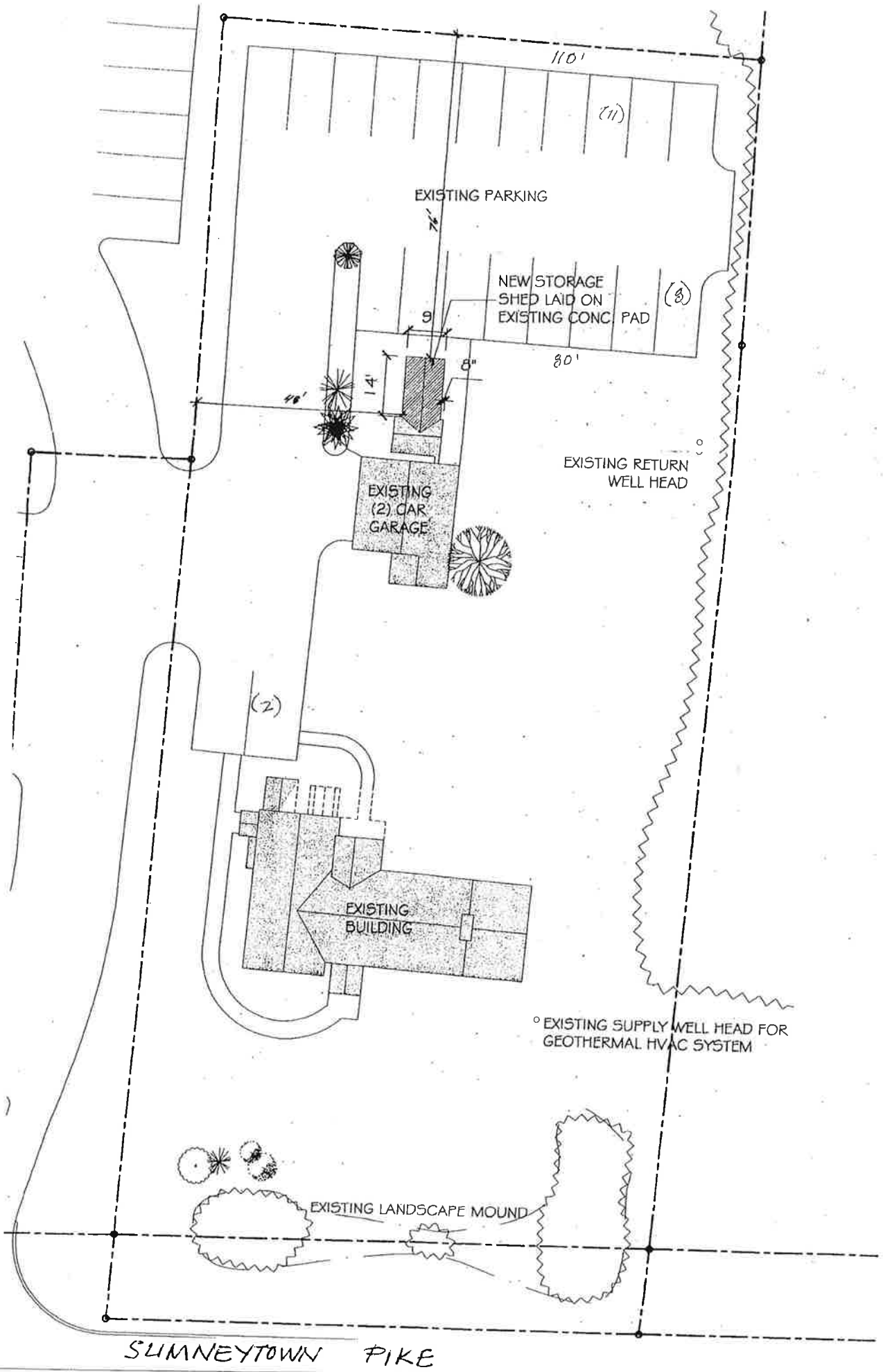
RECORDED in Deed Book page
GIVEN under my hand and the seal of the said office, the date above written.

Recorder of Deeds



EXHIBIT "C"

Sketch Plan



SUMNEYTOWN PIKE

EXHIBIT “D”
Determination

UPPER GWYNEDD TOWNSHIP
BOARD OF COMMISSIONERS

1 PARKSIDE PLACE, NORTH WALES, PA 19454

PHONE 215-699-7777

www.uppergwynedd.org

November 10, 2021

Code: 21-79

Mr. Joshua Snyder
Dynamic Therapy Services U&O Application
Mail to: <jsnyder@jsnydertherapy.com>

Re: 309 Sumneytown Pike (former Del Ciotto Office Building)

Dear Josh:

Listed below is a summary of the zoning and relevant parking requirements which will control the issuance of the U&O (Use & Occupancy Permit).

Zoning: The property is Zoned BP, Business Professional District

You have requested occupancy for a business providing mental health services, having ten (10) psychiatrists/counselors on the largest shift. This use is permitted at Section 195-10.B.(1) (a). Off-street parking regulations are listed at Section 195-28.A. The applicable use group is listed below:

(7) Medical and dental offices, clinics or similar places: five parking spaces per professional person, plus one space per each professional person and employee on the largest shift.

Based on this regulation, a minimum of 60 parking spaces are required. The property currently provides 23 parking spaces. See attached a sketch from Township files, which represents existing conditions. This is not a survey but rather an architectural rendering of the existing site plan.

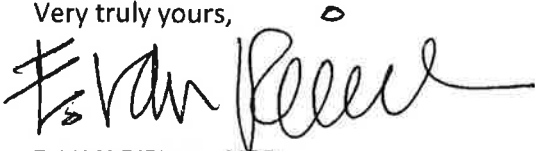
As discussed by phone, the following steps are suggested:

- (1) The neighboring property has a surplus of 8 parking spaces based upon existing zoning requirements as represented on the record land development plan. Pursuant to Section 195-28.A. of the Zoning Code you could request permission to use 8 spaces if approved by the Board of Commissioners. This would require a shared parking agreement between your firm and the adjacent ownership.
- (2) You should determine your immediate need for parking, and possibly the foreseeable future by providing a list of practicing professionals separate from employees such as administrative and clerical. Then, the parking requirements per code would be 5 spaces per professional, plus 1 space per professional and 1 space per employee (administrative and clerical) on the largest shift. It is my understanding that there is basically one (1) shift associated with your practice.
- (3) Once the above criteria has been determined, then required parking per code can be determined. This may be different from your actual need based upon unique characteristics of your practice. One example is your explanation of the greater use of telemedicine, which would significantly reduce the need for on-site parking.
- (4) When your total parking needs are determined, then there are two options:
 - (a) Retain a civil engineer to design the location of additional spaces (if needed). This will be limited in part to the maximum impervious surface limitation previously calculated to be approximately 6,400 sf. (less the addition of a new shed of 126 sf.) = net available impervious surface coverage = 6,274 sf. Assuming 400 sf. per parking space and service aisle this yields the potential for approximately 15 additional parking spaces. This is a theoretical number that would have to be proven by actual engineering design.
 - (b) File a Variance Application for parking relief which will be submitted to the Upper Gwynedd Township Zoning Hearing Board, along with an application fee of \$1,000.00. This Appeal would request a Variance for the shortage of parking spaces required by code and those which are provided on-site (or pursuant to a shared parking agreement on the adjacent property). As previously noted, there are some surplus spaces immediately to the side and or rear of the subject property. Meeting dates for the Zoning Hearing Board are pre-advertised as the 4th Tuesday of each month. Once the application is filed along with the required fee and 12 copies of relevant exhibits, it usually takes about 4 weeks to setup a hearing date and provide the necessary notices to the newspaper and adjacent property owners within 500 ft. of the property boundary.

After you have looked this over, please submit the updated information along with the application to the Zoning Hearing Board which will be required as a prerequisite to the issuance of a U&O Permit. I also recommend that you contact the Township Building Code Official to

perform a pre-inspection of the property. This will allow a head start on other applicable occupancy requirements associated with the universal building code, electric code and any emergency or protective measures that may be required by the Township Fire Marshall.

Very truly yours,

A handwritten signature in black ink, appearing to read "E. Van Rieker". The signature is fluid and cursive, with a large initial "E" and a long horizontal stroke at the end.

E. VAN RIEKER, AICP
Upper Gwynedd Township
Zoning Officer and Planning Coordinator

EVR/mm

cc: Megan Weaver, Assistant Township Manager
Dan Quimby, Building Code Official

enc.: 1

EXHIBIT “E”

Parking Analysis



F. Tavani and Associates, Inc.
Traffic Engineering and Planning

248 Beech Hill Road • Wynnewood • PA • 19096 • (215) 625-3821 Phone • (484) 792-9495 Fax
www.FTAVANIASOCIATES.com

22 November 2021

Craig Robert Lewis, Esq.
Kaplin | Stewart
Union Meeting Corporate Center
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422-0765

VIA EMAIL ONLY

**RE: Parking Investigations of Proposed
Psychiatrist's Offices,
309 N. Sumneytown Pike,
North Wales, Montgomery County
FTA Job #221-023**

Mr. Lewis:

F. Tavani and Associates, Inc. (FTA) has completed parking investigations for the above-referenced project. The site is an existing free-standing office building most recently used as an architect office. The proposed use is for an outpatient mental health practice performing counseling and medication management, similar to an existing facility at 156 S. Bethlehem Pike in Ambler, PA. FTA performed investigations of current parking demands at that site as well as additional investigations per available Institute of Transportation Engineers (ITE) resources.

The site is located near the intersection of N. Sumneytown Pike and Beaver Street as shown in the attached **Figure 1** and **Figure 2**. Another existing office building having its own parking supply exists immediately west of the site as seen in **Figure 2**.

Please note this report has several attachments. For example, following the text, the aforementioned figures are found. Supplemental technical information is also provided and found following the figures.

GENERAL SITE DESCRIPTION

The site is an existing office building which is currently unoccupied. The site currently features 23 parking spaces with the possibility of perhaps 2-3 more spaces if some additional parallel parking along a drive aisle is occasionally used. The building offers approximately 6,000 square feet of potentially-leasable space. This is comparable to an existing facility in Ambler which is currently operated by the applicant, namely a free-standing building of approximately 6,000 square feet at 156 S. Bethlehem Pike. That location also has its own parking supply, although more parking supply is proposed at 309 N. Sumneytown Pike¹. That location also has a similar number of practitioners as what is proposed at the N. Wales site – namely about 12 practitioners plus 1 receptionist.

¹ There are 19 parking spaces at the existing Ambler site whereas at least 23 spaces will be provided at the N. Wales site.

PARKING DEMAND

Existing parking demand at the Ambler site was observed on two different days, namely Tuesday, 16 November 2021 and Thursday, 18 November 2021. The observations were made during these days as Tuesdays, Wednesdays, and Thursdays tend to be busier times for the practice. Observations were made in the late afternoon/early evening as these also tend to be busier times. **Tables 1 and 2** summarize the observations.

Table 1
Observed Parking Demand
Tuesday, 16 November 2021

Time	Occupied Spaces	Empty Spaces
5:30 PM	7	12
6:00 PM	9	10
6:30 PM	8	11
7:00 PM	6	13

Table 2
Observed Parking Demand
Thursday, 18 November 2021

Time	Occupied Spaces	Empty Spaces
4:00 PM	7	12
4:30 PM	8	11
5:00 PM	6	13
5:30 PM	6	13

It should be noted that some “tele-health” activities are currently taking place at the Ambler site, meaning that some practitioners are holding virtual sessions with clients. Some practitioners report to the site and conduct the virtual sessions from that location (meaning there is an absence of patient parking demand at the Ambler site) while some practitioners conduct the virtual sessions from some other location, such as their homes (meaning there is an absence of practitioner and patient parking demand at the Ambler site). It is estimated that virtual sessions – some of which took place even before COVID – amount to about 50% of current total site activity, meaning that if virtual sessions were not allowed the observed occupied spaces shown above could be double (or more) the values shown in **Tables 1 and 2** above. Thus parking demand could be 18-20 spaces and this number is likely a good estimate for a ‘worst-case’ demand at the proposed N. Wales location. It should be noted, however, that virtual sessions are preferred by some practitioners and patients alike and are expected to continue, with COVID possibly having the effect of causing greater awareness and popularity of the sessions. If this is the case, 18-20 spaces might represent an over-estimation of potential parking demand at the proposed N. Wales location.

With potential parking demand using another location as a proxy established, the next step is exploring predicted demand using other resources. Parking generation for many land uses can be examined through consult with the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th edition. This manual is based on real-world empirical data at similar existing facilities. Not every imaginable land use is provided in the publication, but in this case it does include Land Use Code (LUC) 720, Medical-Dental Office Building which is a good fit for the proposed use at 309 N. Sumnertown Pike.

LUC 720 makes available two different variables for exploring parking demand – thousands of square feet of gross floor area or employee count. Note that ITE also makes available different statistical outputs, such as average (50th percentile) peak parking demand predictions (which is most widely used in practice) and higher (more conservative) values, such as an 85th percentile value.

Taking the former first, and using 6 KSF as the variable, ITE predicts a peak parking demand of 20 parking spaces using 50th percentile methodology and 28 parking spaces using 85th percentile methodology.

Taking the latter next, and using 13 employees (12 practitioners and 1 staff) as the variable, ITE predicts a peak parking demand of 17 parking spaces using 50th percentile methodology and 26 parking spaces using 85th percentile methodology.

Taking an average of all 4 foregoing data points yields a predicted peak parking demand of 23 spaces. It is important to note that ITE data is based on real-world empirical data which was collected mostly in the last decade, or well before COVID. Thus it is likely that much of ITE's data was collected at sites where in-person activities at sites were the norm. In this sense, the ITE-predicted peak parking demand of 23 spaces might be an overstatement for the proposed N. Wales location.

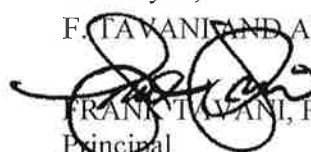
CONCLUSIONS

Predicted peak parking demand at the N. Wales site is approximately 10 spaces if tele-health practices continue similar to how they function today, or approximately 20-23 spaces if tele-health practice wanes. This predicted demand is based on real-world observations at a comparable existing facility, and is further validated by ITE resources. With 23 (or more) parking spaces available at the N. Wales site, there is sufficient on-site parking supply to adequately address the expected parking demand. There is no expected reliance on other parking, even though a recent letter (attached) by the Township Zoning Office suggests there may be a surplus of available nearby parking in an adjacent parking lot as well.

I hope this has been helpful. Please let me know if I can answer any questions.

Thank you,

F. TAVANI AND ASSOCIATES


FRANK TAVANI, P.E., PTOE
Principal



attachments

cc: Joshua Snyder

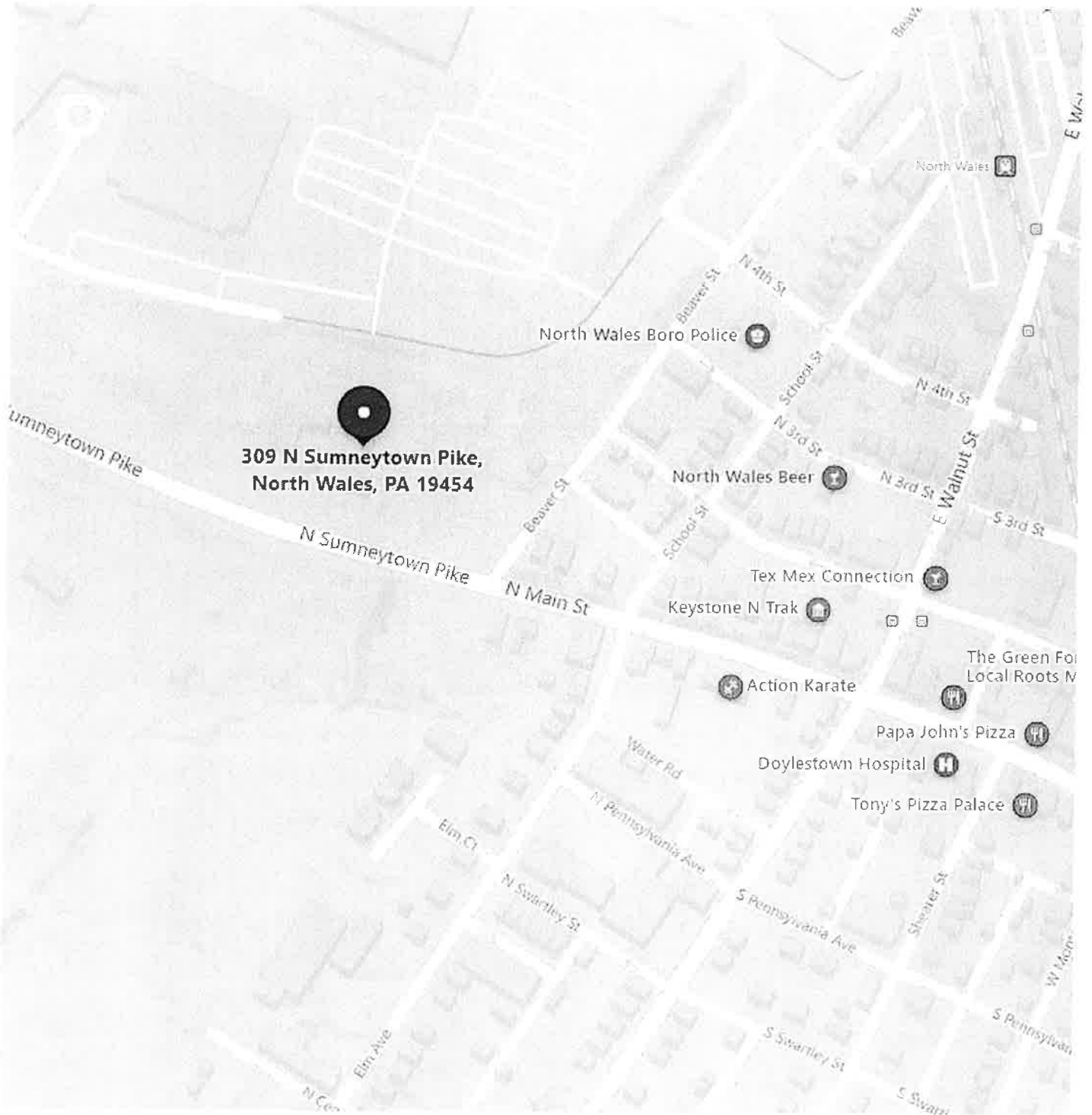


Site and Surrounding Area – Map View

309 N. Sumneytown Pike
Upper Gwynedd Township,
Montgomery County, Pennsylvania



November 2021



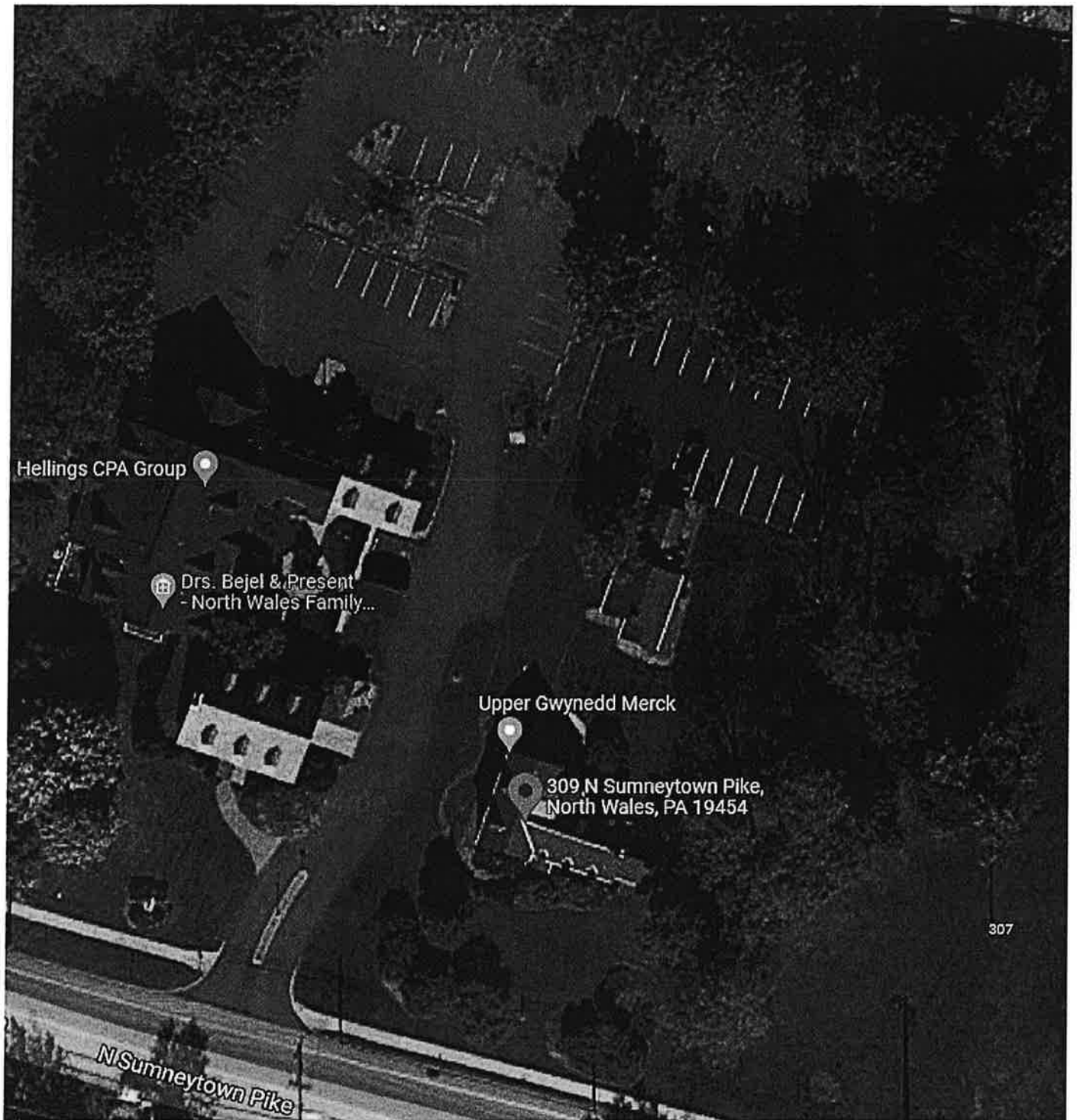


Site and Surrounding Area - Aerial View

309 N. Sumneytown Pike
Upper Gwynedd Township,
Montgomery County, Pennsylvania



November 2021



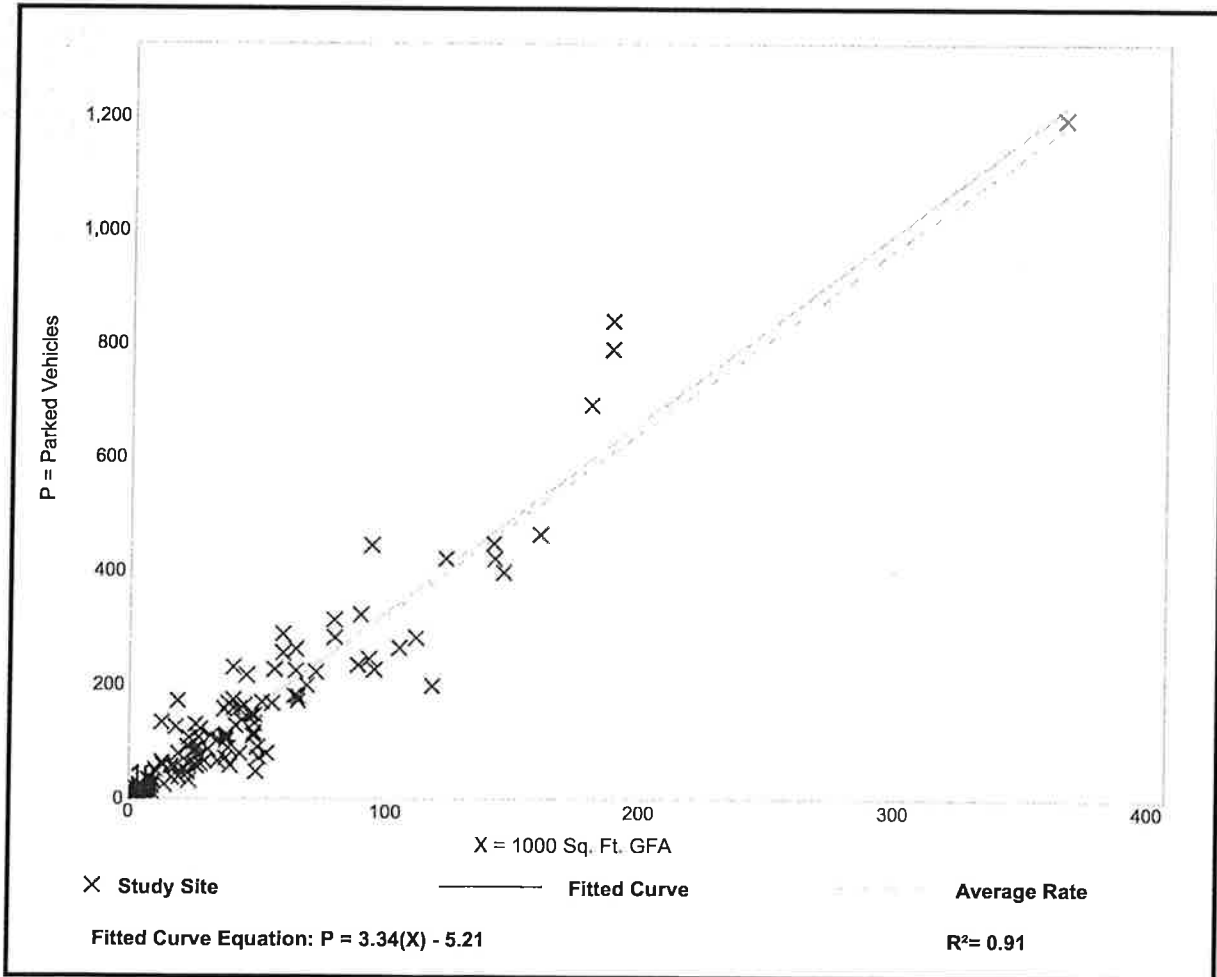
Medical-Dental Office Building (720)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 9:00 a.m. - 4:00 p.m.
 Number of Studies: 117
 Avg. 1000 Sq. Ft. GFA: 46

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
3.23	0.96 - 10.27	2.73 / 4.59	3.04 - 3.42	1.05 (33%)

Data Plot and Equation



Medical-Dental Office Building (720)

Peak Period Parking Demand vs: Employees
On a: Weekday (Monday - Friday)
Setting/Location: General Urban/Suburban
Peak Period of Parking Demand: 9:00 a.m. - 4:00 p.m.
 Number of Studies: 20
 Avg. Num. of Employees: 43

Peak Period Parking Demand per Employee

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.26	0.56 - 2.50	1.12 / 2.00	1.11 - 1.41	0.35 (28%)

Data Plot and Equation

