

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

Phone (610) 584-1410
Fax (610) 584-8901

THIS SECTION COMPLETED ONLY BY TOWNSHIP:

APPEAL NO. : 19-05 DATE FILED: January 31, 20 19

APPLICATION: BOARD OF SUPERVISORS
 ZONING HEARING BOARD

1. Date of Application: 11/31/2019

2. Classification of Appeal (Check one or more, if applicable):

- a. Appeal from the Zoning Officer's Determination
- b. Request for Variance
- c. Request for Special Exception
- d. Challenges to the Validity of Zoning Ordinance or Map
- e. Request for Conditional Use Hearing
- f. Request for Amendment to Zoning Map
- g. Request for Zoning Ordinance Amendment
- h. Request for a Curative Amendment
- i. Request for other relief within the Jurisdiction of the Zoning Hearing Board as established in Section 909.1(a) of the Pennsylvania Municipalities Code

3. Applicant:

- a. Name: Philadelphia Metro Wildlife Center, Inc.
- b. Mailing address: 400 E. DeKalb Pike, King of Prussia, PA 19406
- c. Telephone number: 267-416-9453
- d. State whether owner of legal title, owner of equitable title, or tenant with the permission of owner legal title: _____ **(REQUIRED)** Equitable Owner

Please attach Deed to prove ownership, an Agreement of Sale to prove equitable ownership, or an Affidavit allowing Tenant to apply for necessary relief.

4. Applicant's attorney, if any:

- a. Name: Bernadette A. Kearney, Esq. / Hamburg Rubin Mullin Maxwell & Lupin
- b. Address: 375 Morris Road, PO Box 1479, Lansdale, PA 19446-0773
- c. Telephone number: 215-661-0400
 Email: bkearney@hrmml.com

5. Property Details:
- a. Present Zoning Classification: R175
 - b. Present Land Use: Residential
 - c. Location (Street Address):
2815 Township Line Road
 - d. Parcel #: 67-00-03580-00-7
 - e. Lot Dimensions:
 - (1) Area: Approx. 3.2 acres - irregular in shape
 - (2) Frontage: 176' (Township Line Road)
 - (3) Depth: 301.7
 - f. Circle all that apply in regards to the above specified property:

Public Water Public Sewer

Private Well Private Septic
 - g. Size, construction, and use of existing improvements; use of land, if unimproved: **(Please submit as an attachment)** See Attached
6. Proposed Use(s):
- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). **(Please submit as an attachment)** See Attached
7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. **(Please submit as an attachment)**
8. Has any previous appeal been filed concerning the subject matter of this appeal?
 Yes No
- If yes: specify: **(Please submit as an attachment)**
9. Challenges please list requested issues of fact or interpretation:
(Please submit as an attachment)
10. Worcester Township to provide the list of names and addresses of all property within 500 feet of the perimeter of the subject property. **(REQUIRED: SECTION 150-224)**

CERTIFICATION

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

See attached signature page

Signature

Printed Name

Signature

Printed Name

5. Property Details:
- a. Present Zoning Classification: _____
 - b. Present Land Use: _____
 - c. Location (Street Address): _____
 - d. Parcel #: _____
 - e. Lot Dimensions:
 - (1) Area: _____
 - (2) Frontage: _____
 - (3) Depth: _____
 - f. Circle all that apply in regards to the above specified property:

Public Water	Public Sewer
Private Well	Private Septic
 - g. Size, construction, and use of existing improvements; use of land, if unimproved: **(Please submit as an attachment)**
6. Proposed Use(s):
- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). **(Please submit as an attachment)**
7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. **(Please submit as an attachment)**
8. Has any previous appeal been filed concerning the subject matter of this appeal?
 Yes No
- If yes: specify: **(Please submit as an attachment)**
9. Challenges please list requested issues of fact or interpretation: **(Please submit as an attachment)**
10. Worcester Township to provide the list of names and addresses of all property within 500 feet of the perimeter of the subject property. **(REQUIRED: SECTION 150-224)**

CERTIFICATION

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

Richard Schubert
Signature

Richard Schubert Executive Director
Printed Name

Lisa A. Gruber
Signature

Lisa A. Gruber President Bd
Printed Name

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF MONTGOMERY : SS

The undersigned, being duly sworn according to law, deposes and says the ~~he~~/she is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Dawn Mikos, Notary Public
Upper Gwynedd Twp., Montgomery County
My Commission Expires Sept. 27, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

LISA ANN GRUBER
Applicant

Applicant

Sworn to and subscribed before me this 4th day of JANUARY, 2019

Dawn Mikos
Notary Public

Date Received: 1/31/19

Richard R. Legut
Zoning Officer

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF MONTGOMERY : SS

The undersigned, being duly sworn according to law, deposes and says the he/~~she~~ is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Dawn Mikos, Notary Public
Upper Gwynedd Twp., Montgomery County
My Commission Expires Sept. 27, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

RICHARD SCHUBERT

Applicant

Applicant

Sworn to and subscribed before me this 4th day of JANUARY, 2019

Dawn Mikos

Notary Public

Zoning Hearing Board Application

5.g. Currently, there is a residential home with a detached 3 bay garage and large workshop area and a stable/barn on the Property. The Property is currently used as a residence. The 3 bay garage is separated into 2 sections. One section will be made into a workspace and the other section will permit parking for 1 car. In addition to the one space in the garage, there is existing macadam which allows for the parking of 7 cars on the Property. The parking allows the driver to turn around and not back out onto Township Line Road. Photos of the existing parking are attached.

6. a. The Applicant is a Pennsylvania 501(c)(3) non-profit wildlife rehabilitation center. A handout describing the proposed use is attached. The Applicant is headed by 2 wildlife rehabilitators with up-to-date government licenses to treat and release injured and orphaned mammals, passerines, waterfowl, raptors, reptiles and endangered species. The Applicant has over 60 trained long-term volunteers, 2 veterinarians, a wildlife rehab assistant, an education director, a business manager and a development director. The Applicant has a permit from the Pennsylvania Game Commission and is inspected yearly by the Game Commission.

Wildlife rehabilitation is the rescue and care of injured and orphaned wild animals, with the single goal of releasing a healthy animal back into its native environment. A very limited number of animals, 5, may not be released and kept at the Property permanently. The Applicant treats all native birds, native mammals, excluding large game such as black bear, and elk, and native reptiles, which is mostly turtles. The Applicant does not rehabilitate exotic animals. The Applicant does not care for deer, poisonous snakes, dogs or cats. No animals are euthanized at the Property but are taken to a veterinary office. Medicines are dispensed on a case-by-case basis. A service comes to the Property to pick up any medicine not permitted to be disposed in the garbage.

The Applicant is proposing to use the Property as wildlife rehabilitation center and the Applicant's Executive Director, Richard Schubert, will reside in the home. The existing house, garage and stable/barn will be used to admit, examine and provide medical care to the animals. The Applicant will also have several locked and secure outdoor wire or mesh cages and aviaries. The cages are not permanent structures and are laid directly on the ground. The cages would eventually include: 3 songbird cages (approximately 8' by 8' each), 2 duck cages (approximately 10' by 10' each), 3 raptor cages (approximately 10 feet by 20 feet each), 3 mammal cages (approximately 8 feet by 8 feet each). No changes to the house or other structures are proposed other than the stable/barn may need to be rehabbed/updated.

Lisa Gruber, the business manager, and the wildlife rehabilitation assistant, will come to the Property on a daily basis. Volunteers will also come to the Property to care for the animals from 8:00 a.m. to 8:00 p.m. and the maximum number of volunteers coming to the Property per day is 12. The existing 7 parking spaces will allow for 2 staff, 2 volunteers, one veterinarian and one or 2 other visitors to the Property. There will usually not be 7 cars at the Property at one time. The Applicant is open year round to accept injured and orphaned wild animals from the general public and from city and township animal control departments.

The Applicant is not a zoo, kennel, nature center or tourist attraction. The general public will not be invited to the Property and will only be permitted to drop off animals. The Applicant provides wildlife education programs but all education programs are held off-site.

7./9. Requested Relief:

The Applicant is appealing the Zoning Officer's January 1, 2019 determination that the proposed use at the above-noted Property is not an agricultural use, and as such is not permitted in the R-175 Residential District. The Zoning Officer's determination set forth in the 1/1/19 email is attached. The definition of agriculture in the Zoning Ordinance states:

The production of field crops; vegetables; fruits; berries; herbs; horticultural products, including nursery stock, shrubs, trees, and flowers; timber and other wood products derived from trees; aquatic plants and animals; "commercial equine activity" as defined in the Pennsylvania Agricultural Security Area Law, 3 P.S. § 901-915; and animals and animal products, but excluding confined animal feeding operations, piggeries, and slaughter houses.

The wildlife rehabilitation use would be an agricultural use permitted in the R-175 Residential District as "animals" are permitted as an agricultural use. The animals are being cared for at the Property but the use is not a confined animal feeding operation, piggery or slaughter house which are specifically not permitted.

In the alternative, is requesting a variance from Section 15-35. Use regulations, in order to permit the wildlife rehabilitation use at the Property in addition to the permitted residence. Applicant is requesting a variance from Section 150-192, Housing of animals, livestock and poultry, if needed, to allow the cages, which are non-permanent structures, to be located on the Property. Due to the unique configuration of the Property, the cages may not meet the requirements of Section 150-192.

Applicant is requesting variance relief from Section 150-153. Required off-street parking facilities, if required, in order to permit the current parking on the Property to meet the requirements for parking for the proposed use. Applicant is requesting variance relief from Section 150-148.A., if the use is not considered a lawful use of the Property, in order to permit a 1'x 2' sign at the Property to be placed near the existing mailbox.

The requested relief will not adversely affect the public health, safety or welfare of the community but will enhance the community by providing a service for local animal control offices, police officers, game officers, the SPCA and the public to drop off injured wildlife for rehabilitation. The wildlife rehabilitation use is not currently offered in the Township and will greatly benefit the community. Neighbors will not be disturbed by barking, yelping or animal noise or odor. Animals will not be released on the Property but will be taken back to their native habitat. The Property will remain as it is today with the exception of some outdoor, non-permanent, cages. The use for wildlife rehabilitation is not currently offered in the Township.









Philadelphia Metro Wildlife Center

Who we are: We are a Pennsylvania 501(c)(3) non-profit wildlife rehabilitation center. We are headed by two wildlife rehabilitators with up-to-date government licenses to treat and release injured and orphaned Mammals, Passerines, Waterfowl, Raptors, Reptiles, and Endangered Species. Our team includes over 60 trained long-term volunteers, two veterinarians, a wildlife rehab assistant, an education director, a business manager, and a development director. Our team is well established and has been working together for over 10 years.

What wildlife rehabilitation is: Wildlife rehabilitation is the rescue and care of injured and orphaned wild animals, with the single goal of releasing a healthy animal back into its native environment.

What PMWC does: We are open 365 days a year to accept injured and orphaned wild animals from the general public and from city and township animal control departments.

What PMWC isn't: We are not a zoo, a kennel, a farm, or a nature center or tourist attraction

What you can expect from us as neighbors:

- a small building where we will admit, examine, and provide medical care (this is the already-existing house and garage)
- several locked and secure outdoor cages and aviaries, lots of green space and a natural buffer between us and neighbors

What you won't have from us as neighbors:

- barking, yelping or animal noise or odors
- traffic associated with residential or commercial development
- release of animals on our property

How we help a community:

- we provide a place for the community to get answers to their wildlife question issues
- we provide a municipal service by providing a drop off place for local animal control officers, game officers, police officers and the SPCA
- our land will stay mostly undeveloped, green, and natural
- we provide live-animal wildlife education programs at no cost to underserved schools and communities. Education programs will be offsite, NO education programs will be conducted on premises, everything is done offsite.

Courtney Hughes

From: Ed Mullin
Sent: Wednesday, January 02, 2019 9:02 AM
To: Dawn Mikos
Subject: FW: Worcester - 2815 Township Line Road, use determonation

J. Edmund Mullin, Esquire
Hamburg, Rubin, Mullin, Maxwell & Lupin, P.C.
215.661.0400; Fax 215.661.0315
EMullin@HRMML.com
www.HRMML.com

From: Tommy Ryan [<mailto:tryan@worcestertwp.com>]
Sent: Tuesday, January 01, 2019 3:23 PM
To: Ed Mullin
Cc: 'Bob Brant'; Mary Kay Frith
Subject: Worcester - 2815 Township Line Road, use determonation

Ed,

I reviewed the information provided, and I've discussed this matter with Bob. I have determined that the proposed use at the above-noted property is not an agricultural use, and as such is not permitted in the R-175 Residential District.

Let me know if you have any questions.

Thanks.
Tommy.

Tommy Ryan.
Township Manager.

Worcester Township
1721 Valley Forge Road
Post Office Box 767
Worcester, PA 19490

office: (610) 584-1410
cell: (484) 885-8775
fax: (610) 584-8901
worcestertwp.com
@worcestertwp

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



000230

AUG--5-74 00309 DEEDS • 230 --- A

800

This Indenture, Made the

2nd day of AUGUST in the year of our Lord
one thousand nine hundred and SEVENTY-FOUR (1974)

Between

HOWARD C. JENSEN AND LAURA M. JENSEN, his wife
(hereinafter called the Grantors),

and

NATHANIEL P. D'AMICO AND MARTHA G. D'AMICO, his wife
(hereinafter called the Grantee),

Witnesseth, That in consideration of

SIXTY-EIGHT THOUSAND AND 00/100 (\$68,000.00) Dollars,
In hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and
convey to the said Grantee s, their heirs and assigns, AS TENANTS BY ENTIRETIES.

ALL THAT CERTAIN tract or piece of land, with the buildings and
improvements thereon erected, Situate in the Township of Worcester,
County of Montgomery and State of Pennsylvania, bounded and des-
cribed according to a Survey and Plan thereof made by Francis W. Wack,
Registered Surveyor, dated 1/5/1953, as follows, to wit:

BEGINNING at an iron pin in the centerline of Township Line Road
at the distance of Nine hundred fifty and two-tenths feet measured
Southeastwardly along said centerline from its intersection with the
centerline of Church Road (Thirty-three feet wide); thence extending
along land of Frank A. Jazkiewicz and Anna, his wife (formerly of Walter
A. Anders) the 3 following courses and distances to wit: (1) North
Forty-four degrees, Fifteen minutes East One hundred thirty feet to
an iron pin, (2) South Forty-five degrees, Forty-five minutes East
Twenty-six feet to an iron pin and (3) North Forty-four degrees,
Fifteen minutes East Three hundred sixty-one and seven-tenths feet
to an iron pin set in line of land of G.C. Hughes; thence extending
along said Hughes land South Forty-five degrees, Five minutes East
Three hundred ninety-five and nine-tenths feet to an old stone;
thence extending along the Roberts property the three following courses
and distances to wit: (1) South Thirty-eight degrees, Forty minutes West
One hundred forty-one feet to an iron pin, (2) South Forty-four degrees
Thirty minutes East crossing over a run, Forty-six and eighty-nine
one-hundredths feet to a point and (3) South Thirty-nine degrees,
Seven minutes West Eighty-four and four-tenths feet to a point in the
bed of the run; thence extending along land of Walter A. Anders, the
2 following courses and distances to wit: (1) North Forty-five
degrees, Forty-five minutes West Three hundred eight and four-tenths
feet to an iron pin and (2) South Forty-four degrees, Fifteen minutes
West Two hundred sixty-two and five-tenths feet to an iron pin set
in the center line of Township Line Road, aforesaid; thence extending
along the said centerline of Township Line Road, North Forty-four
degrees, Forty-five minutes West One hundred seventy-six feet to
the first mentioned iron pin, being the place of beginning.
CONTAINING 3,201 Acres.

AND ALSO ALL THAT CERTAIN interior lot or piece of ground, Situate in
the Township of Worcester, County of Montgomery and State of Pennsylv-
ania bounded and described in accordance with a survey thereof made
by John E. Burkhardt, Registered Surveyor of Lansdale, Pennsylvania,
in August, 1955, as follows, to wit:

BEGINNING at an iron pin set in the line dividing lands of the parties
hereto at the distance of One hundred thirty feet measured on a course

of North Forty-four degrees, Fifteen minutes East from a point in the middle line of Township Line Road (Thirty-three feet wide) which latter point is at the distance of Nine hundred fifty and two-tenths feet measured on the said middle line of Township Line Road on a course of South Forty-five degrees, Forty-five minutes East from the middle line of Church Road (Thirty-three feet wide); thence extending from said point of beginning, along other land of the parties of the first part, hereto North Sixty-seven degrees, Forty-one minutes East Sixty-five and thirty-nine one-hundredths feet to an iron pin in line of land of the parties of the second part hereto; thence extending by the same, the 2 following courses and distances vizi: (1) South Forty-four degrees, Fifteen minutes West Sixty feet to an angle point and (2) North Forty-five degrees, Forty-five minutes West Twenty-six feet to the first mentioned point and place of beginning.

BEING the same promises which Robert Miklich and Mary, his wife, by Indenture bearing date the 30th day of November, A.D. 1970 and recorded at Norristown, Pennsylvania, in Deed Book 3629 page 74, granted and conveyed unto Howard C. Jensen and Laura M. Jensen, his wife, in fee.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
680.00

REALTY TRANS. TAX PAID
STATE
LOCAL
FEE

800-3966 PC 197

And the said Grantors do hereby covenant and agree to and with the said Grantee that they the Grantors, their heirs all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against the said Grantor and against all and every person and persons whomsoever lawfully claiming or to claim the same as any part thereof, by, from or under him, her, them or any of them, shall and will SUBJECT AS AFORESAID, WARRANT and forever DEFEND.

In Witness Whereof, said Grantors have hereunto set their hand and seal the day and year first above written.

Sealed and Delivered IN THE PRESENCE OF

Howard C. Jensen (SEAL)
HOWARD C. JENSEN
Laura M. Jensen (SEAL)
LAURA M. JENSEN

Commonwealth of Pennsylvania
County of MONTGOMERY

On the 2nd day of August, 1974, before me

A Notary Public for the Commonwealth and County aforesaid,

the undersigned officers, personally appeared Howard C. Jensen and Laura M. Jensen, his wife

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

The address of the within-named Grantee is 4403 R.D. #1, North Star, Pa. 19403
On behalf of the Grantee

George J. Willens, Notary Public
My Commission expires 10-23-1975
Title of Officer

Commonwealth of Pennsylvania

County of

On this, the day of

, 19 , before me,

personally appeared to be the

of

The undersigned officer, who acknowledges himself (herself)

a corporation, and that he as such

, being authorized to do so, executed

the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as

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

CENTRAL MONTGOMERY ABSTRACT CO., INC.

501.524-A

DEC. 7 50

HOWARD C. JENSEN AND
LAURA M. JENSEN, his wife

TO

NATHANIEL P. D'AMICO AND
MARTHA G. D'AMICO, his wife

AUG 5 1 34 PM '74

COMMONWEALTH OF PENNSYLVANIA,
County of Montgomery ss.

Recorded on this 5th day of August.

A.D. 19 74, in the Recorder's Office of the said County, in

Deed Book Vol. 3966 Page 196

under my hand and the seal of the said office, the date

above written.

Sullivan J. Asko Jr

Recorder

Recorder

800 3966 PG 199

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES	
BUYER(S): <u>Philadelphia Metro Wildlife</u>	SELLER(S): <u>Nathaniel P. Damico</u> <u>Martha G Damico</u>
BUYER'S MAILING ADDRESS:	SELLER'S MAILING ADDRESS: <u>2815 Township Line Rd, Norristown, PA 19403</u>

PROPERTY	
ADDRESS (including postal city) <u>2815 Township Line Rd, Norristown, PA 19403</u>	
ZIP <u>19403-4608</u>	
in the municipality of _____, County of <u>Montgomery</u>	
in the School District of <u>methacton</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): <u>67-00-03580-007</u> and/or	
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Berkshire Hathaway</u>	Licensee(s) (Name) <u>Justin Kane</u>
Company License # _____	State License # <u>rs338494</u>
Company Address <u>530 Walnut St, Philadelphia, PA 19106</u>	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) <u>(484) 919-5790</u>
Company Fax _____	Email <u>justin@agentphl.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input checked="" type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Remax</u>	Licensee(s) (Name) <u>Tom Loughridge</u>
Company License # _____	State License # <u>RS250649</u>
Company Address <u>701 W Market St, , perkasie, pa 18944</u>	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) <u>(267) 716-0920 -</u>
Company Fax _____	Email <u>tloughridge@remax440.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input checked="" type="checkbox"/> Seller Agent (Broker represents Seller only)	<input checked="" type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

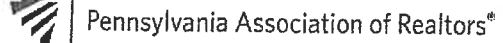
DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: KS

Seller Initials: MPD ADP



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

714 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.

715 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

723 31. HEADINGS (4-14)

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

726 32. SPECIAL CLAUSES (1-10)

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

- 728 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 729 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 730 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 731 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 732 Appraisal Contingency Addendum (PAR Form ACA)
- 733 Short Sale Addendum (PAR Form SHS)
- 734
- 735
- 736

737 (B) Additional Terms: Sale contingent on a township zoning variance. Buyers request 180 days for the variance to be granted. If the township has not made their decision within the 180 days, buyers will offer \$1,000.00 hard deposit per every month over the 6 month contingency period, (added to the sale price), (no more than 3 month extension). Sale will commence as soon as the variance is granted 180 days +-
742

743 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

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

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

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

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

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

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

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

756 BUYER DocuSigned by: Rick Schubert DATE 12/5/2018 | 8:33 AM PST
Philadelphia Metro Wildlife

757 BUYER _____ DATE _____

758 BUYER _____ DATE _____

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

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

761 SELLER Nathaniel P Damico DATE 12/6/18
Nathaniel P Damico

762 SELLER Martha G Damico DATE 12/6/18
Martha G Damico

763 SELLER _____ DATE _____

E. A. REGER JR.
3894/488

AYTON ZIEGLER
2741-231

2741-231

N 71° 41' E
25.39

N 44° 15' E

301.70

S 45° 05' E

395.90

141.00

S 38° 10' W

544° 30' E

46.89

84.10

S 39° 07' W

314.12

N 21° 07' W

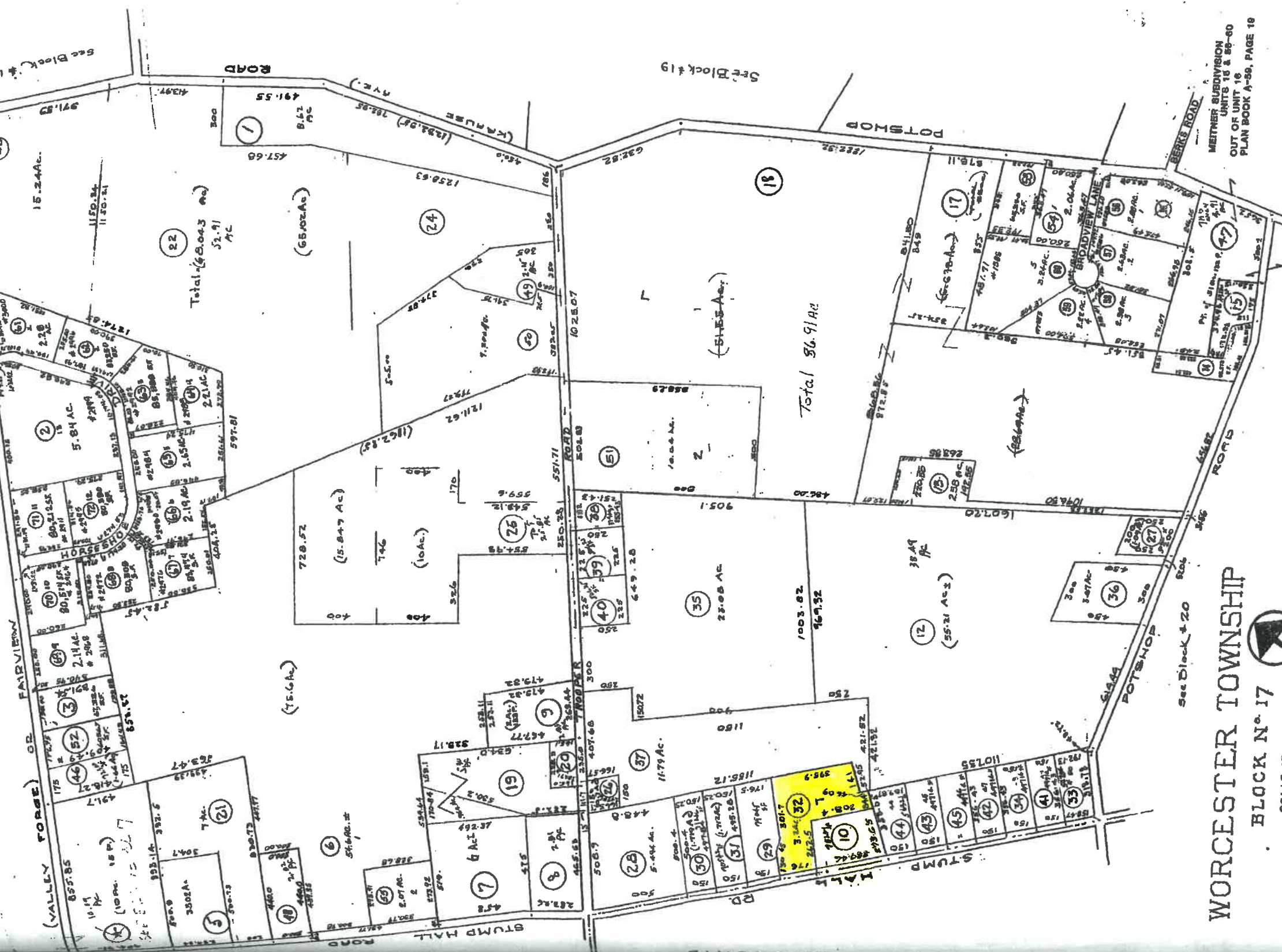
262.50

3.222 Acres

WALTER A. ANDERS
875-39

See Block #15

See Block #18



WORCESTER TOWNSHIP

BLOCK N^o 17

SCALE 1"=300'



MEITNER SUBDIVISION
UNITS 15 & 26-30
OUT OF UNIT 16
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