

LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS MINUTES
September 3, 2025

Vice Chairman Chris Canavan called the Lower Salford Township Board of Supervisors meeting to order at 7:30 p.m. Supervisors present were Kevin Shelly, Dave Scheuren and Kent Krauss. Also, present were Joseph Czajkowski, Township Manager; Holly Hosterman, Assistant to the Township Manager; Director of Building and Zoning, Mike Beuke; Township Solicitor, Andy Freimuth; and Township Engineer, Michele Fountain.

Vice Chairman Canavan led all in the Pledge of Allegiance.

Vice Chairman Canavan asked everyone to rise for a moment of silence in memory of Claude Moyer, township resident and lifetime member of the Harleysville Fire Company, who passed away recently at the age of 92.

Public Comment

There was no public comment.

Consent Agenda

Supervisor Scheuren moved to approve the consent agenda as presented. Supervisor Krauss seconded the motion. The motion passed 4-0.

Committee Reports

Vice Chairman Canavan reminded those present that the schedule of upcoming Township meetings was listed on the bottom of the agenda.

Zoning Hearing Board

Mr. Beuke stated that there is no Zoning Hearing Board hearing scheduled for September.

Park Board

Mrs. Hosterman reported that the next meeting of the Park Board is scheduled for September 23rd at 7:00pm.

Fire Chief

Chief Ryan Nase reported that the fire company responded to 36 calls in the month of August. He said that there were 8 firefighters responding per call and that they were in service for 16 hours and 54 minutes. Chief Nase said that a memorial service is being held for life member Claude Moyer on Saturday. He also noted that the Fire Company will be joining with the Harleysville Market for a joint open house and market on Sunday October 5th from 10am to 2pm. A portion of Kulp Road will be closed for the event.

Freedom Valley Medical Rescue

Chief Colleen Haines reported that for the month of July FVRM responded to 213 calls for service, 140 in Lower Salford Township and 73 mutual aid calls. Chief Haines reported that the new ambulance has been delivered and will be in service in Harleysville on September 22nd. Chief Haines thanked Representative Donna Scheuren for her help in securing the funds to purchase this ambulance.

Communications Committee

Supervisor Shelly reported that the Communications Committee is working with the rental communities to better facilitate communications between their residents and the Township and State. Mr. Shelly said that the next meeting of the Communications Committee is scheduled for September 17th at 7:30pm.

Recreation Authority

There was no report.

Unfinished Business

A) Resolution 2025-22 – 10 Schoolhouse Road – (SBE Realty)
Preliminary/Final Land Development Approval - Township Engineer, Michele Fountain said that the plan generally meets all of the comments in their review letter. Supervisor Shelly asked who would be responsible for maintaining and clearing snow from the sidewalks that are to be installed on the site. Mrs. Fountain said that the applicant would be responsible for those activities. Mr. Shelly asked Mrs. Fountain if the lighting levels are adequate for the site. Mrs. Fountain said

that the applicant's lighting consultant has reached out to her office, and they will be directed to install adequate lighting as required by Township ordinance.

Supervisor Shelly reiterated his opposition to giving preliminary/final approval.

Supervisor Krauss moved to adopt resolution 2025-22. Supervisor Scheuren seconded the motion. The motion passed 3 to 1 with Supervisor Shelly voting no.

B) Resolution 2024-23 – Authorization to Execute an Agreement of Sale – to purchase an unimproved parcel located at 222 Maple Avenue – Vice Chairman Canavan noted that this open parcel is located adjacent to Township open space and the Community Center property. Supervisor Krauss moved to adopt resolution 2025-23. Supervisor Scheuren seconded the motion. The motion passed unanimously.

New Business

A) Resolution 2025-24 – Setting Forth the Minimum Municipal Obligation for Police and Non-Uniformed Employee's Pension Funds for the Calendar Year 2026 – Supervisor Scheuren moved to adopt resolution 2025-24. Supervisor Krauss seconded the motion. The motion passed unanimously.

B) and C) were tabled until a future meeting.

D) Motion to adopt the Lower Salford Township CDL Employee Drug and Alcohol Testing Policy – Vice Chairman Canavan said that this was a State and Federal regulation, and this policy mirrors that of the PA Supervisors CDL program. Supervisor Scheuren moved to adopt the policy. Supervisor Krauss seconded the motion. The motion passed unanimously.

E) Proposed Administrative Office (AO) Zoning District Text Amendment – Authorization to Advertise – Mike Beuke, Director of Building and Zoning, gave a brief history of the amendment noting that the property owner has requested the text amendment which will allow additional uses on the property that formerly housed Nationwide Insurance. The property owner Zach Moore gave an overview of the history of the property since he purchased it in 2022. Mr. Moore said that they have been working with Care and Share Thrift to lease to the organization. He said that the amendment would allow for this use. Sara Bergen, executive director of Care and Share, gave the Board an overview of their organization and how

moving to the site would improve their operations. Supervisor Shelly said that he had many concerns with this amendment and would rather see this change done as part of a wholesale update of the Township's zoning ordinance. Additionally, Supervisor Shelly said that he was disappointed that the trail that was planned as part to the applicants' previous zoning change request was not installed. Supervisors Scheuren and Krauss said that they would like to see the building put to use and not be sitting empty as it has been for the past couple of years. Supervisor Krauss moved to authorize advertisement of the text amendment. Supervisor Scheuren seconded the motion. The motion passed 3 to 1 with Supervisor Shelly voting no.

F) 440 – 450 Hoffman Road (Ennis Property) Preliminary/Final Subdivision Approval – Discussion of Waivers - Rick Mast, Engineer for the applicant, gave an overview of the 4-lot subdivision and reviewed the requested waivers with the Board. The waivers dealt with SDDL requirements for tree removal and street tree location. The Board was generally in agreement with the request and will discuss further at final approval.

G) Montgomery County Consortium Salt Bid – Affirmation of Award – Vice Chairman Canavan noted that Morton Salt was the apparent low bidder at \$63.61 per delivered ton. Mr. Czajkowski noted that this was \$1 more per ton than last year's bid. Supervisor Scheuren moved to affirm the bid. Supervisor Krauss seconded the motion. The motion passed unanimously.

H) Appointment of Deputy Fire Marshal – Vice Chairman Canavan said that former Township Fire Marshal, Don Lynch, had moved back to the Township and was interested in serving the Township again. He moved to appoint Mr. Lynch to the position of Deputy Fire Marshal. Supervisor Scheuren seconded the motion. The motion passed unanimously.

Public Comment – Supervisor Shelly noted that the deadline for the Junior Supervisor program was Friday September 19th. Supervisor Krauss reminded everyone that the next Harleysville Market will take place Sunday September 7th at the Harleysville Community Center.

Vice Chairman Canavan said that the Board will move into executive session to discuss a matter of real estate and will not be returning.

There being no further business, Mr. Freimuth moved to adjourn at 8:19 pm.

Respectfully Submitted,

Joseph Czajkowski

Township Manager

**BOARD OF SUPERVISORS
LOWER SALFORD TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2025-03

“AO Administrative Office District Ordinance”

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF LOWER SALFORD TOWNSHIP, MONTGOMERY COUNTY, CHAPTER 164 (ZONING) TO REPEAL AND REPLACE ARTICLE XHIA (AO ADMINISTRATIVE OFFICE DISTRICT) IN ITS ENTIRETY TO ESTABLISH NEW ZONING REGULATIONS FOR PROPERTIES LOCATED WITHIN THE AO ADMINISTRATIVE OFFICE DISTRICT WHICH INCLUDE A DECLARATION OF INTENT; PERMITTED USE REGULATIONS, INCLUDING TECHNOLOGY AND ENGINEERING, ASSEMBLY AND LIGHT MANUFACTURING, MICROBREWERY, OFFICE, AND CERTAIN COMMERCIAL USES WITHIN EXISTING BUILDINGS AND ON PROPERTIES GENERALLY WITHIN THE DISTRICT; DIMENSIONAL STANDARDS; DEVELOPMENT REQUIREMENTS, INCLUDING REQUIREMENTS FOR A MASTER PLAN SUBMISSION TO THE TOWNSHIP; PARKING REQUIREMENTS; LANDSCAPED BUFFER REQUIREMENTS; AND PLAN SUBMISSION REQUIREMENTS.

The Board of Supervisors of Lower Salford Township does hereby **ENACT** and **ORDAIN**:

SECTION I. - Amendment to Code

The Code of the Township of Lower Salford, Chapter 164 (Zoning), Article XHIA (AO Administrative Office District) is hereby repealed and shall be replaced in its entirety as follows:

**Article XHIA
AO Administrative Office District**

§ 164-62.1. Declaration of intent.

It is the intent of this article to permit office development for the administrative, executive and/or professional purposes of individual companies and/or corporations which desire a campus or institutional-style setting, and to permit uses generally focused on the research and development industry. It is further the intent to encourage only that development which is compatible with the village character of Harleysville, including a variety of commercial and

other non-residential uses, and which doesn't detract from any nearby areas of existing or future residential development.

§ 64-62.2. Permitted uses.

A. A building or group of buildings may be erected and/or used, and a lot area may be used and/or occupied, for the following purposes and no others:

- (1) Class One, Class Two and Class Three institutional uses, in accordance with the standards of Article XIVA of this Chapter.
- (2) Municipal buildings, offices and uses.
- (3) Fire companies and other rescue services.
- (4) Technology and engineering.
- (5) Assembly and light manufacturing.
- (6) Microbrewery.
- (7) Office use. The following types of office use shall be permitted:
 - (a) Business offices.
 - (b) Professional offices.

B. In addition to the uses identified in §164.62.2.A, a building or group of buildings existing as of the date of the enactment of this Ordinance may be used and/or occupied for the following purposes and no others:

- (1) Banks, savings-and-loan associations, and credit unions.
- (2) Retail.
- (3) Confectioneries or bakeries for production of items that will be sold primarily on the premises.
- (4) Personal service shops. Barbershops and/or hairdresser, shoe repair, tailor and similar services.
- (5) Studios. Studios for dance, music, photography and/or art, including exercise facilities that do not require court areas for sports activities.
- (6) Repair shops. Shops for the repair of small equipment and appliances, provided there is no outdoor storage on-site, noise levels are maintained at a level similar to that of other uses permitted in the district and there is no repair of vehicles, vehicle parts, watercraft or recreational vehicles.
- (7) Conditional uses. The following uses may be permitted by the Board of Supervisors as conditional uses in accordance with all the standards of this Article, except for the overall master plan requirement set forth in §164-62.4.A, and all other applicable standards in this Chapter.

- (a) Restaurants.
 - (b) Sale of appliances, electronics and furniture.
 - (c) Exercise facilities, including court areas, pools or other larger amenities for exercise.
 - (d) Clubs, lodges or other similar organizations.
 - (e) Hotels and bed-and-breakfasts.
 - (f) Private preschool, day-care and/or elementary school facilities.
 - (g) Wholesale uses without warehousing.
 - (h) Drugstores and pharmacies.
 - (i) Hardware stores.
 - (j) Rental of tools and equipment.
 - (k) Food processing, subject to compliance with § 164-25.3 (Environmental Performance Standards) of this Chapter.
- C. Conditional uses. A tract or lot on which land development is proposed pursuant to the Lower Salford Township Subdivision and Land Development Ordinance may be used for the following purposes when permitted by the Board of Supervisors as a conditional use, subject to all of the requirements set forth in this Article, including, without limitation, the Development Regulations set forth in §164-62.4, and all other applicable criteria and standards of this Chapter:
- (1) Banks, savings-and-loan associations, and credit unions.
 - (2) Retail not exceeding 15,000 square feet (including areas devoted to accessory uses).
 - (3) Confectioneries or bakeries for production of items that will be sold primarily on the premises.
 - (4) Personal service shops. Barbershops and/or hairdresser, shoe repair, tailor and similar services.
 - (5) Studios. Studios for dance, music, photography and/or art, including exercise facilities that do not require court areas for sports activities.
 - (6) Repair shops. Shops for the repair of small equipment and appliances, provided there is no outdoor storage on-site, noise levels are maintained at a level similar to that of other uses permitted in the district and there is no repair of vehicles, vehicle parts, watercraft or recreational vehicles.
 - (7) Restaurants.
 - (8) Sale of appliances, electronics and furniture.

- (9) Exercise facilities, including court areas, pools or other larger amenities for exercise.
 - (10) Clubs, lodges or other similar organizations.
 - (11) Hotels and bed-and-breakfasts.
 - (12) Private preschool, day-care and/or elementary school facilities.
 - (13) Wholesale uses without warehousing.
 - (14) Drugstores and pharmacies.
 - (15) Hardware stores.
 - (16) Rental of tools and equipment.
 - (17) Food processing, subject to compliance with § 164-25.3 (Environmental Performance Standards) of this Chapter.
- D. Accessory uses for permitted commercial properties that meet the requirements of § 164-15B of this Chapter.

§ 164-62.3. Dimensional standards.

A. Minimum dimensional standards shall be as follows:

- (1) Net lot size: 15 acres.
- (2) Lot width and depth where the principal building is located: 450 feet.
- (3) Building setbacks:
 - (a) From street ultimate rights-of-way other than Harleystown Pike: 200 feet.
 - (b) From Harleystown Pike (SR 113): 100 feet.
 - (c) From residential zones: 150 feet.
 - (d) From zones other than residential: 50 feet.
- (4) Parking and internal driveway setbacks:
 - (a) From street ultimate rights-of-way other than Harleystown Pike: 50 feet.
 - (b) From Harleystown Pike (SR 113): 100 feet
 - (c) From property lines: 50 feet.
 - (d) From buildings: 30 feet.
- (5) Buffer area: 25 feet. (Refer to § 164-62.6.)
- (6) Spacing between buildings: height of the taller building.

B. Maximum dimensional standards shall be as follows:

- (1) Principal building height: 35 feet.
- (2) Impervious coverage: 50%, including buildings, roads, driveways, parking lots, walks, patios and terraces.
- (3) Accessory building height: 25 feet.
- (4) Building size: 15,000 square feet.

§ 164-62.4. Development requirements.

All development within this district shall conform to the following requirements:

- A. Master Plan. All properties proposed for development or subdivision shall be developed in accordance with a Master Plan that has been approved by the Board of Supervisors, that meets the following requirements:
- (1) Master plans shall be prepared when any property is proposed for subdivision or land development. Subdivided properties that are intended to be developed at a later date shall be subject to this initial Master Plan.
 - (2) Master Plans shall comply with the sketch plan requirements and procedures of the Subdivision and Land Development Ordinance (SALDO). In addition to the sketch plan information required in the SALDO, the Master Plan shall also show the following information:
 - (a) Uses
 - (b) Landscaping
 - (c) Parking
 - (3) Plans conforming to Master Plan. Preliminary plans, Final plans and building permits approved for development by the Township shall substantially conform to the Master Plan as presented to the Township. The applicant shall define and demonstrate the differences between the Master Plan and any proposed plan or permit.
 - (4) Subsequent uses and development conforming to Master Plan. Master Plans shall be amended and submitted to the Township when any subsequent building permit, zoning permit, subdivision or land development application is proposed that does not substantially conform to the previously approved Master Plan according to the determination of the Zoning Officer, and a new approval from the Board of Supervisors is needed.
- B. Development shall be in accordance with a Master Plan for the site, as described above, consistent with zoning requirements and the generally accepted principles of site planning, designed to integrate buildings, service and parking areas, traffic circulation

and landscaped areas.

- C. A planned, efficient system of ingress, egress and interior circulation shall be provided and shall be designed to minimize interference with existing street traffic patterns and flow.
- D. Adequate areas shall be provided for loading and unloading of delivery trucks and other vehicles and servicing of the development by refuse collection, fuel, fire and other service vehicles. Service areas shall be screened from view by decorative walls and/or evergreen tree screening.
- E. Lighting shall be provided and arranged in a manner which will protect adjacent streets and properties from unreasonable direct glare.
- F. All utility lines shall be placed underground.
- G. Public water and sewers shall be required.
- H. A maximum of 30% of the total building floor area on any one parcel may consist of assembly and light manufacturing and microbrewery uses, combined.
- I. Warehouse and distribution accessory to life sciences, technology and engineering, assembly and light manufacturing, and microbrewery uses shall comprise of no more than 30% of the total square footage of the primary use.
- J. Outside storage or display areas are prohibited.
- K. The following uses shall have primary vehicular access on a principal arterial road:
 - (1) Life sciences.
 - (2) Technology and engineering.
 - (3) Assembly and light manufacturing.
 - (4) Microbrewery.
- L. A maximum of 30% of the total building floor area devoted to the microbrewery use may consist of accessory uses such as a tap room with food service, tasting room, and retail sales.
- M. All development, including but not limited to structures, buildings, and parking, shall be set back at least 100 feet from the edge of rights-of-way for high-voltage electric transmission lines and bulk-distribution pipelines.
- N. All buildings shall be designed to be compatible and generally consistent with the architectural design, appearance, and building materials of historic buildings found in nearby village areas and shall adhere to the design standards in the Commercial and Mixed-Use Design Guide.
- O. Existing trees shall be preserved to the greatest extent possible.
- P. Drive-through windows or facilities are prohibited.

§ 164-62.5. Parking requirements.

Suitably designed parking areas shall be provided in compliance with the following:

- A. Off-street parking shall be provided in accordance with Section 164-99.
- B. If the number of spaces required by Subsection A above is substantially larger than the number anticipated by the applicant, the reserve parking concept may be utilized to avoid unnecessary paving, in accordance with the following criteria:
 - (1) The total number of spaces which must be paved initially may be reduced by the Township Supervisors, upon recommendation of the Township Planning Commission and Engineer, to not less than one space per anticipated 1.5 employees during the most heavily staffed periods.
 - (2) A suitable area must be available and reserved for construction of the balance of the total number of spaces required by Subsection A above, in accordance with the overall plan for development.
 - (3) Reserved parking spaces shall be installed if and when deemed necessary by the Board of Supervisors, upon recommendation of the Township Planning Commission and Engineer, to relieve overcrowded conditions, if they develop.
 - (4) The applicant shall provide evidence supporting the validity of a request to use the reserve parking concept.
- C. Parking lot design shall comply with the requirements of the applicable standards of Chapter 142, Subdivision and Land Development.

§ 164-62.6. Landscaped buffer requirements.

- A. Along all road frontages and property lines of developed properties, the buffer area shall contain shade trees, evergreen trees and ornamental shrubs capable of softening the appearance of the development.
- B. Parking lots shall be partially screened from view from roads and abutting residentially developed properties by an extensively landscaped buffer area containing evergreen trees and shrubs and earthen mounding for a screening effect, in addition to the shade trees and ornamental shrubs required for a softening effect.
- C. Along property lines abutting undeveloped fields zoned residentially, occasional shade tree groupings shall be provided as a benefit to future development.
- D. Where wooded areas or desirable hedgerows exist, additional landscaping shall not be required.

§ 164-62.7. Plan submission requirements.

All proposals for development, including landscaping, within this district shall be submitted to the Township for review and shall comply with the applicable requirements of Chapter 142, Subdivision and Land Development.

SECTION II. - Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III. - Failure to Enforce not a Waiver

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION IV. - Effective Date

This Ordinance shall take effect and be in force from and after its approval as required by the law.

SECTION V. - Repealer

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

ORDAINED AND ENACTED by the Board of Supervisors of Lower Salford Township, Montgomery County, Pennsylvania, this _____ day of _____, 2025.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Township Manager/Secretary

NOTICE

NOTICE is hereby given that the Board of Supervisors of Lower Salford, at its public meeting on October 1, 2025 at 7:30 PM in the Township Building, 379 Main Street, Harleysville, Pennsylvania, will hold a public hearing on and could vote to adopt an ordinance entitled "AO Administrative Office District Zoning Ordinance" amending the Code of the Township of Lower Salford, Chapter 164 (Zoning) to repeal and replace Article XIIA (AO Administrative Office District) in its entirety to establish new zoning regulations for properties located within the AO Administrative Office District, which include a declaration of intent; permitted use regulations, including technology and engineering, assembly and light manufacturing, microbrewery, office, and certain commercial uses within existing buildings and on properties generally within the District; dimensional standards; development requirements, including requirements for a Master Plan submission to the Township; parking requirements; landscaped buffer requirements; and plan submission requirements.

Copies of the full text of the proposed Ordinance are available for examination during normal business hours at the Offices of Montgomery News, 307 Derstine Avenue, Lansdale, Pennsylvania 19446, the Montgomery County Law Library, Court House, Norristown, Pennsylvania 19401, and the Lower Salford Township Building, 379 Main Street, Harleysville, Pennsylvania 19438 where a copy of the proposed Ordinance may be obtained for a charge not greater than the cost thereof.

ANDREW R. FREIMUTH, ESQUIRE
WISLER PEARLSTINE, LLP
Solicitors for Lower Salford Township

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION 2025-25

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR
THE MONTCO FOREVER GREEN GRANT PROGRAM**

WHEREAS, Montgomery County has established the Montco Forever Green Grant Program as a competitive funding program to assist municipalities and qualified non-profit land conservation organizations in funding fee title and conservation easement acquisition of open space across Montgomery County; and

WHEREAS, the County is accepting applications for open space preservation projects that provide economic, environment, and health benefits as detailed in the 2022 County report, Return on Environment: The Economic Impact of Protected Open Space in Montgomery County, Pennsylvania; and

WHEREAS, applications and projects must meet all stated requirements within the Montco Forever Green Grant Program Guidebook; and

WHEREAS, Lower Salford Township wishes to submit an application to obtain \$160,000 from the Montco Forever Green Grant Program to provide funding for the acquisition of the 43,152 sq-ft. Bucher property to preserve for Township Open Space.

BE IT FURTHER RESOLVED, that the applicant does hereby commit to providing a local funding match in the amount of \$40,000.

I Joseph S. Czajkowski, duly qualified Secretary of the Board of Supervisors of Lower Salford Township, Montgomery County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority votes of the Lower Salford Township Board of Supervisors at a regular meeting held on the 1st day of October 2025 and said Resolution has been recorded in the Minutes of Lower Salford Township Board of Supervisors and remain in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Lower Salford Township, this 1st day of October, 2025.

LOWER SALFORD TOWNSHIP

By: _____

Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____

Joseph S. Czajkowski, Secretary

**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2025-26

PRELIMINARY / FINAL SUBDIVISION AND LAND DEVELOPMENT APPROVAL

Ennis Subdivision - 440–450 Hoffman Road

WHEREAS, LEWIS ENNIS (“440 Hoffman Owner”) is the owner of a certain tract of land consisting of approximately 16.03± acres located at 440 Hoffman Road, Lower Salford Township, Montgomery County, Pennsylvania, which tract is more particularly identified as Montgomery County Tax Parcel No. 50-00-01093-00-9 (“440 Hoffman Road Parcel”); and

WHEREAS, DANIEL and HOLLY ENNIS (“450 Hoffman Owners”) are the owners of a certain tract of land consisting of approximately 1.912± acres located at 450 Hoffman Road, Lower Salford Township, Montgomery County, Pennsylvania, which tract is more particularly identified as Montgomery County Tax Parcel No. 50-00-01095-00-7 (“450 Hoffman Road Parcel”) (the 440 Hoffman Road Parcel and 450 Hoffman Road Parcel are sometimes referred to collectively as the “Property”); and

WHEREAS, 440 Hoffman Owner and 450 Hoffman Owners shall hereinafter be referred to collectively as “Developer”; and

WHEREAS, Developer proposes to: (1) subdivide the 440 Hoffman Road Parcel into three lots, with Lot 1 containing an existing single-family detached dwelling with access via an existing shared driveway with the 450 Hoffman Road Parcel, and Lots 2 and 3 each proposed for residential development with one single-family detached dwelling with access via a new shared driveway, stormwater management facilities, and related improvements; and (2) convey to and consolidate with the 450 Hoffman Road Parcel the remaining 8.8± acres after the subdivision of

the 440 Hoffman Road Parcel (i.e., the area not included in Lots 1, 2 or 3) (hereinafter, the “Development”); and

WHEREAS, the Development is more particularly shown on plans prepared by Richard C. Mast Associates, P.C., consisting of eleven (11) sheets dated October 3, 2024, last revised July 8, 2025 (the “Plans”); and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final subdivision and land development approval of the Plans from Lower Salford Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Lower Salford Township hereby grants preliminary/final approval of the Development as shown on the Plans, subject, however, to the following:

1. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following provisions of the Lower Salford Township Subdivision and Land Development Ordinance:

a. Section 142-15.C.(6)(a), requiring that the location, size, species and conditions of trees eight inches DBH or greater within 100 feet of tract boundaries be shown on the plan. A partial waiver is granted so that the Developer does not have to provide the location, size, species and conditions of trees eight inches DBH or greater outside of the limit of disturbance depicted on the Plans.

b. Section 142-16, requiring separate preliminary plan and final plan submissions to the Township. A waiver of this requirement is granted to permit submission of a combined preliminary/final subdivision and land development plan.

c. Section 142-42.E.3, requiring that street trees be provided and distributed along the entire property's frontage on the street and between 5 and 15 feet outside of the ultimate right-of-way. A partial waiver is granted to allow the required number of street trees to be planted entirely on the 440 Hoffman Road Parcel frontage in locations acceptable to the Township Engineer. This partial waiver is granted in consideration of the existing mature trees and other existing vegetation along the 450 Hoffman Road Parcel frontage.

2. At this time, the Lower Salford Township Board of Supervisors waives strict compliance with the following requirements of the Lower Salford Township Engineering Standards ("LSTES"):

a. LSTES 107.6.A, requiring installation of reinforced concrete piping (RCP). A waiver is granted to permit installation of high density polyethylene (HDPE) piping.

3. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Engineer's review letter dated August 7, 2025, the entire contents of which are incorporated herein by reference and a true and correct copy of the letter is attached hereto as Exhibit "A".

4. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township, all issues set forth in the Township Traffic Consultant's review letter dated July 23, 2025, the entire contents of which are incorporated herein by reference and a true and correct copy of which is attached hereto as Exhibit "B".

5. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement ("Agreement") with Lower Salford Township. The Agreement

shall be satisfactory to the Township Solicitor and the Developer shall obligate itself to complete all of the required improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said required improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

6. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with all expenses charged to the Developer) in the event that the maintenance responsibilities of the Developer with regard to the stormwater facilities are not fulfilled after reasonable notice to do so. The terms and conditions of the declaration shall be satisfactory to the Township Solicitor, and the declaration shall be recorded simultaneously with the Plans.

7. Prior to recording the Plans, Developer shall add a note to the Plans stating that the required tree replacements, in accordance with the requirements in the Township Subdivision and Land Development Ordinance, shall be calculated with the building permit for each lot and the required number and type of replacement trees shall be planted to the satisfaction of the Township Engineer prior to the issuance of a certificate of occupancy for each new dwelling. The language of the required plan note shall be satisfactory to the Township Engineer and Township Solicitor.

8. Prior to recording the Plans, Developer shall add a note to the Plans stating that Lot 3 must be developed before Lot 2 because the stormwater runoff from Lot 3 is currently proposed to be managed by a stormwater BMP on Lot 2. The note shall also state that prior to the issuance of the building permit for the development of Lot 3, all required outside agency permits for the installation of the proposed drainage culvert, driveway crossing and utility crossings that

serve both Lots 2 and 3 as shown on the Plans shall be obtained and provided to the Township. The language of the required plan note shall be satisfactory to the Township Engineer and Township Solicitor.

9. Prior to recording the Plans, Developer shall confirm and make any adjustments required by the Township Engineer to the size of the proposed stormwater easements shown on the Plans to ensure that stormwater runoff adequately reaches the proposed stormwater BMP and drainage culvert. If the Township Engineer determines that the size of said easement areas shall be adjusted, the Plans shall be revised accordingly prior to recording.

10. Developer shall pay to the Township a Traffic Impact Fee, which is attributable to the projected “new” weekday afternoon peak hour trips generated by the Development, as set forth below. The total Traffic Impact Fee shall be in the amount of Five Thousand Eight Hundred Ninety-six and 00/100 Dollars (\$5,896.00). The fee is calculated based on the generation of two (2) total “new” weekday afternoon peak hour trips at a rate of Two Thousand Nine Hundred Forty-eight and 00/100 Dollars (\$2,948.00) per trip, in accordance with the Lower Salford Township Traffic Impact Fee Ordinance. The fee shall be paid to the Township pro rata prior to the issuance of a building permit for the two new residential lots.

11. Prior to recording the Plans, Developer shall provide the Township with all required approvals from any outside agencies having jurisdiction over the Development, including, but not limited to: the Montgomery County Conservation District, the Pennsylvania Department of Environmental Protection, PennDOT, North Penn Water Authority, Township Fire Marshal and the Lower Salford Township Authority.

12. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

13. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans and Notes to the Plans and this Preliminary/Final Approval Resolution shall be borne entirely by Developer and shall be at no cost to the Township.

14. Prior to the start of construction, Developer shall notify the Township Manager and the Township Engineer and schedule a preconstruction meeting with the Township. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (regardless of whether such grading or ground clearing is for the construction of private or public improvements) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

15. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Agreement must be accomplished within ninety (90) days of the date of this Resolution, unless a written extension is granted by Lower Salford Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent preliminary/final approval shall expire and be deemed to have been revoked.

16. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be

deemed to have been accepted by Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraphs 1 and 2 shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraphs 1 and 2, and the conditions set forth above, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors held on October 1, 2025.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

TOWNSHIP ENGINEER REVIEW LETTER

EXHIBIT "A"



CKS Engineers
4259 West Swamp Road, Suite 410
Doylestown, PA 18902
P: 215.340.0600
www.cksengineers.com

August 7, 2025
Ref: #4601-101

Lower Salford Township
379 Main Street
Harleysville, PA 19438

Attention: Michael Beuke, Director of Building and Zoning

Reference: 440 & 450 Hoffman Road – Preliminary Plan Review
Major Subdivision (2nd Review)
TMP Nos. 50-00-01093-00-9 and 50-00-01095-00-7

Dear Mike:

We have completed our review of the revised subdivision plans for 440 and 450 Hoffman Road. The plans consists of eleven (11) sheets and are dated October 3, 2024, last revised July 8, 2025, as prepared by Richard C. Mast Associates.

The application proposes the subdivision of 440 Hoffman Road (TMP No. 50-00-01093-00-9), a 16.0256-acre tract in the R1A Residential District, into four parcels as follows:

- Lot 1 – 2.3472-acre (102,242-s.f.) lot containing an existing single-family detached dwelling, an on-lot disposal system and private well. No improvements are proposed for this lot.
- Lot 2 – 2.0349-acre (88,639 s.f.) building lot for a single-family detached dwelling with a conceptual above-ground stormwater management facility, to be served by public water and sewer. This lot will also contain a 10,712-s.f. cross access and stormwater easement and a 25-foot-wide 6,139-s.f. stormwater easement.
- Lot 3 – 2.8372-acre (123,587 s.f.) rear (flag) lot for a building lot for a single-family detached dwelling with a conceptual above-ground stormwater management facility, to be served by public water and sewer.
- Parcel A – 8.8404-acre (385,087 sf) residual tract which is not intended to be used as a building lot and is proposed to be consolidated with the adjacent 450 Hoffman Road, parcel 50-00-01095-00-7.

Following consolidation with Parcel A, the existing 450 Hoffman Road will become a 10.7181-acre lot. The existing single-family dwelling, barn, detached garage, and five accessory sheds are to remain. A 6-ft.-wide bituminous path is proposed along the entire frontage of all lots.

As per your request, we have reviewed the revised Subdivision Plans for compliance with the Lower Salford Township ordinances and offer the following comments for consideration by Township Officials:

I. ZONING

The following comments are based upon the provisions of the Lower Salford Township Zoning Ordinance:

1. The proposed use of each lot, single-family detached dwelling, is permitted by-right in the R1A Residential Zoning District. (164-27.A)
2. The existing accessory buildings on Parcel A will become part of 450 Hoffman Road; these sheds, barn, and detached garage are customarily incidental to the principal use and are therefore permitted. (164-27.D)

II. SUBDIVISION AND LAND DEVELOPMENT

1. The applicant proposes a 6-ft.-wide paved path along the entire Hoffman Road frontage. The path must be 8 feet wide. No waiver has been requested for the reduced 6-foot width. (142-41.C.10)
2. The path is located on private lots and partially within the right-of-way. The applicant must provide an easement for that portion of the trail outside of the right-of-way. (42-41.C.12 &13)
3. A typical paving section detail must be added to the plans for the proposed trail.
4. The plans must specify if there are any existing wetlands present on the site. The applicant states an investigation will be performed. This report must be provided with the final plan submission. (142-15.C.2.b)
5. Proposed Lots 2 and 3 are noted to have future public sanitary sewer and water service. The location(s) of the sanitary sewer main within Hoffman Road must be shown, along with the proposed sanitary laterals for Lots 2 and 3. (142-15.D.3.a)
6. The existing Driveway Easement upon proposed parcel A in favor of Lot 1 is 2,849 s.f., but will need to be expanded following the extinguishment of property lines. The Record Plan must be revised to show the additional easement area with metes and bounds.
7. A Traffic Impact Fee in the amount of \$5,896.00, as calculated by the Township Traffic Engineer, will be required to be paid to the Township. (142-82)
8. In a waiver request letter dated February 19, 2025, last revised July 9, 2025 from Richard C. Mast Associates, the applicant requests the following waivers of the Lower Salford Township Subdivision and Land Development Ordinance:

- a. From Section 142-15.C.6.a, to not provide the location, size, species, and condition of existing trees eight inches diameter or greater.

Note 15 on Sheet 1 states that trees greater than 8 in. will be determined along with required tree replacement during building permit review for Lots 2 and 3.

- b. From Section 142-42.E.3 to install required street trees at an alternative location on Parcel A only, rather than 5 to 15 feet outside of the right-of-way.
- c. From Section 107.6.A of the Lower Salford Township Engineering Standards to allow use of High Density Polyethylene (HDPE) pipe in lieu of Reinforced Concrete Pipe (RCP).

III. STORMWATER MANAGEMENT, GRADING & EROSION AND SEDIMENTATION CONTROL

1. The shared access driveway to Lots 2 and 3 will require a drainage culvert, driveway crossing, and utility crossings at an unnamed tributary. Pennsylvania Department of Environmental Protection Chapter 105 General Permits may be required to install this crossing and must be furnished to the Township before any associated work commences. The entity required to construct and maintain the culvert and storm sewer run B1 to B2 must be stated on the plan that is recorded.
2. A 15,844-s.f., 20-ft.-wide easement is proposed along the natural water course. A legal description must be provided for this easement area with the final plan submission. (LSTES 107.1.E)
3. The plans show conceptual stormwater management areas on each lot. The method to control the increase in runoff for the driveway on Lot 2 and Lot 3 must be shown on the plan to determine if the proposed stormwater easements are adequate. Per the grading shown on Sheet 4, the runoff from the driveway for Lot 3 will not flow to the stormwater management area on Lot 2, which is in conflict with Note 14 on Sheet 1. The grading must be revised. Because the stormwater management area on Lot 2 is to be sized for the runoff from the driveway on Lot 3, the development of Lot 3 should be required to be completed before the development of Lot 2.

IV. GENERAL

1. Legal descriptions are required for each proposed lot, the consolidated Parcel A and 450 Hoffman Road, and all proposed easements.
2. We recommend the proposed iron pins, bituminous path, and the street trees be installed before the plan is recorded or escrow be provided to guarantee their completion before the first Certificate of Occupancy is issued.
3. Review and/or approval from the following agencies or parties is required:

CKS ENGINEERS

Ref: #4601-101

Page 4

- a. Township Traffic Engineer
- b. Lower Salford Township Authority
- c. North Penn Water Authority
- d. Township Fire Marshal

Very truly yours,
CKS ENGINEERS
Township Engineers



Michele A. Fountain, P.E.

MAF/klk

cc: Joseph S. Czajkowski, Township Manager (via email)
Board of Supervisors (5) (via email)
Planning Commission (7) (via email)
LST Staff (3) (via email)
Andrew Freimuth, Esq., Township Solicitor (via email)
LSTA (4) (via email)
Claire Warner, MCPC (via email)
Stephanie Butler, Township Traffic Engineer (via email)
Lewis L. Ennis, Applicant
Richard C. Mast (via email)
File

TOWNSHIP TRAFFIC CONSULTANT REVIEW LETTER

EXHIBIT "B"

Bowman

July 23, 2025

Mr. Joseph S. Czajkowski
Township Manager
Lower Salford Township
379 Main Street
Harleysville, PA 19438

RE: Traffic Engineering Review #2 – Preliminary/Final Subdivision Plans
Ennis Subdivision – 440-450 Hoffman Road
Lower Salford Township, Montgomery County, PA
Project No. 311093-25-003

Dear Joe:

Per your request, Bowman Consulting Group (Bowman) has completed a traffic engineering review related to the Subdivision Plans provided for the development of 440-450 Hoffman Road. Based on our review of the submitted materials, it is our understanding that the proposed project involves subdividing Parcel #50-00-01093-00-9 into three lots (Lots 1 to 3). In addition, 8.8064 acres from Parcel #50-00-01093-00-9 will be conveyed to the adjacent Parcel #50-00-01095-00-7. The existing single-family home will remain on Lot 1 while a single-family home is proposed on Lots 2 and 3. Access to Lot 1 will continue to be provided via an existing shared driveway with the adjacent Parcel #50-00-01095-00-7 along Hoffman Road while access to Lots 2 and 3 will be provided via a shared driveway along Hoffman Road.

The following documents were reviewed as part of the submission:

- Preliminary/Final Subdivision Plans – 440 and 450 Hoffman Road, prepared by Richard C. Mast Associates, P.C., last revised July 8, 2025.
- Response to Comments Letter – 440 and 450 Hoffman Road, prepared by Richard C. Mast Associates, P.C., dated July 9, 2025.
- Waiver Request Letter – Ennis Subdivision (440 and 450 Hoffman Road), prepared by Richard C. Mast Associates, P.C., last revised July 9, 2025.

Based on the review of the above listed documents, and the Township's *Subdivision and Land Development Ordinance (SALDO)* and *Zoning Ordinance (ZO)* requirements, Bowman offers the following comments for consideration by the Township and further action by the applicant as the project advances through the formal land development process.

Preliminary/Final Subdivision Plans

1. The clear sight plan (sheet 6) has been revised to show the Legal Right-of-Way along Hoffman Road which is assumed to be 33 feet. The applicant's engineer should provide references to confirm that the Legal Right-of-Way along Hoffman Road in the vicinity of the site is 33 feet.
2. The sight distance chart on Sheet 6 should be updated. The distance determined using the PennDOT Minimum Acceptable Sight Distance formula should be listed as the Minimum Calculated sight distance. The sight distances from PA Code, Title 67, Chapter 441 should be listed as the Desirable sight distance. The Available sight distance should reference the measured sight distance. If the Available measurement is between the Desirable and Minimum Calculated values, then Available will become the Required value. If the Available is greater than the Desirable, then Desirable will become the Required value. If the Available is

425 Commerce Drive Suite 200, Fort Washington, PA 19034
P: 215.283.9444
bowman.com

equal to the Minimum Calculated, the Minimum Calculated will become the Required value. Please refer to the same chart shown below:

Driveway Egressing Sight Distance		
	LEFT	RIGHT
Desirable Sight Distance	440'	350'
Minimum Calculated Sight Distance	TBD	TBD
Available Sight Distance	TBD	TBD
Required Sight Distance**	XXX'	XXX'

*****If the Available measurement is between the Desirable and Minimum Calculated values, the Available will become the Required value. If the Available is greater than the Desirable, the Desirable will become the Required value. If the Available is equal to the Minimum Calculated, the Minimum Calculated will become the Required value.***

3. Revise the plan label of "Proposed 6' Wide Proposed Paved Path" to "Proposed 6' Wide Sidewalk" as paths and sidewalks have varying requirements. Additional information for the proposed 6' bituminous sidewalk must be provided. The longitudinal grade of the sidewalk must not exceed 5%. At a minimum, the longitudinal grade for the sidewalk as well as geometry of the sidewalk, (i.e. radii and points of intersection), cross-slope and the buffer width, must be provided on the plan.
4. Indicate a modification to the guy wires at Utility Poles 77324D and BTCO 11 as necessary to accommodate the sidewalk usage.
5. The Township Fire Marshal should review the emergency vehicle turning templates for accessibility and circulation needs of emergency apparatus. Provide all correspondence, including any review comments and/or approvals, in subsequent submissions.
6. Please note that the plans must be signed and sealed by a Professional Engineer and Surveyor registered to practice in the Commonwealth of Pennsylvania. *The applicant's engineer indicates in its response that the final plans will be signed and sealed.*
7. The applicant's engineer must put together a letter that provides a response on how the aforementioned comments have been addressed, and where each can be located in the submission. For ease of reference, please refer to the overall Drawing/Page Number for any comment that addresses a modification to the subdivision plan set.

Transportation Impact Fee Assessment

In accordance with the *Lower Salford Township Impact Fee Ordinance*, the "new" weekday afternoon peak hour trip generation for the proposed development will be subject to the Township's Transportation Impact Fee since the project is located in the Transportation Service Area. This area has an impact fee of \$2,948 per "new" weekday afternoon peak hour trip. Based upon information provided in Land Use Code 210 (Single-Family Detached Housing) in the Institute of Transportation Engineers publication, *Trip Generation, 11th Edition*, the proposed two houses on lots 2 and 3 are anticipated to generate 2 "new" peak hour trips during the weekday afternoon, resulting in a transportation impact fee of \$5,896.

Mr. Joseph Czajkowski
July 23, 2025
311093-25-003

If the Township has any questions, or requires further clarification, please contact me at sbutler@bowman.com or 267-419-1256.

Respectfully,



Stephanie L. Butler, P.E.
Senior Project Manager

BMJ/MEE/CED/SLB

cc: Lower Salford Board of Supervisors
Lower Salford Township Planning Commission
Michael Beuke, Lower Salford Township
Holly Hosterman, Lower Salford Township
Michele Fountain, P.E., CKS Engineers
Don Lynch, Lower Salford Fire Marshal
Andy Freimuth, Esq., Wisler Pearlstine, LLP, Township Solicitor
Connie Weimer, LSTA
Denise DuBree, LSTA
Thomas Duffy, P.E., LSTA Engineer
Mark Mattucci, LSTA Project Manager
Claire Warner, Montgomery County Planning Commission
Richard C. Mast, P.E., Richard C. Mast Associates, P.C.

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**LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2025-27

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT OF SALE FOR THE ACQUISITION BY
LOWER SALFORD TOWNSHIP OF APPROXIMATELY
62.65 ACRES OF LAND, OWNED BY THE ESTATE OF
MARTHA ALLEBACH, HAVING AN ADDRESS OF 460
STOVER ROAD, HARLEYSVILLE, PENNSYLVANIA.**

WHEREAS, Lower Salford Township (the “Township”) through its Board of Supervisors (the “Board”), has the authority under Sections 1701 and 2201 of the Second Class Township Code, as amended, 53 P.S. §65101 *et seq.*, and Section 5005 of the “Open Space Lands Acquisition and Preservation Act”, as amended, 32 P.S. §5001 *et seq.*, to acquire ownership of lands to erect or use buildings thereon for Township purposes, and, more particularly, for parks, playgrounds, playfields, recreation areas, and open space purposes; and

WHEREAS, the Board has identified for purchase a parcel of land consisting of approximately 62.65 acres, with frontage on Main Street, Quarry Road, and Stover Road, being more particularly identified as 460 Stover Road, Harleysville, Pennsylvania, Montgomery County tax parcel numbers 50-00-04351-00-9 and 50-00-04337-00-5 (hereinafter the “Property”); and

WHEREAS, acquiring the Property would further the Township’s goals of expanding the amount of open space, park and recreational lands available for use by Township residents, and provide an opportunity to explore the use of the Property for a public works facility; and

WHEREAS, the Board has presented the owner of the Property, the Estate of Martha Allebach, by and through its Executrices (the “Seller”), with an Agreement of Sale for the

purchase of the Property, a copy of which is attached hereto as Exhibit "A", and Seller has agreed to the sale and transfer of the Property to the Township in accordance with the Agreement of Sale, subject to the approval of the Agreement of Sale by the Board at a duly called and advertised public meeting; and

WHEREAS, the Board has determined that it is in the best interest of the residents of the Township to acquire the Property for the public purposes set forth herein.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Lower Salford Township Board of Supervisors hereby authorizes any of its members to execute the Agreement of Sale for the purchase of the Property, for an agreed upon purchase price of Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000.00), in the form as the Agreement of Sale attached hereto as Exhibit "A", subject to the final review and approval of the Agreement of Sale by the Township Solicitor.

2. The Lower Salford Township Board of Supervisors hereby authorizes the Township Manager to engage and contract with consultants, engineers, architects, appraisers, and inspectors which are necessary, in the opinion of the Township Manager, to properly investigate and inspect the Property, in accordance with the terms and conditions of the Agreement of Sale.

3. The Lower Salford Township Board of Supervisors hereby further authorizes any of its members, the Township Manager, and the Township Solicitor to do any and all acts and things and to execute and deliver any and all documents, agreements, instruments or certificates as may be necessary, proper or desirable to comply with the terms of the Agreement of Sale executed by the Township and to effectuate and consummate the transactions contemplated thereby.

APPROVED at the public meeting of the Lower Salford Township Board of Supervisors
held on October 1, 2025.

LOWER SALFORD TOWNSHIP

By: _____
Keith A. Bergman, Chairman,
Board of Supervisors

Attest: _____
Joseph S. Czajkowski, Secretary

Agreement of Sale

EXHIBIT "A"

AGREEMENT OF SALE

THIS AGREEMENT is made this _____ day of _____, 2025 (the "Execution Date"), by and between **RENAE M. DERSTINE AND KARYN L. HUMMEL, AS EXECUTRICES OF THE ESTATE OF MARTHA ALLEBACH** ("Seller") and **LOWER SALFORD TOWNSHIP**, a second class township located in Montgomery County, Pennsylvania, or its nominee or assignee ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel or tract of land, located at 460 Stover Road, Lower Salford Township, Montgomery County, Pennsylvania, being Montgomery County tax parcel number 50-00-04351-00-9, and being more particularly described on Exhibit "A" attached hereto (the "Land"), containing along with the Township Parcel (defined below) approximately 62.65 acres; and

WHEREAS, the Land is improved with a barn and various outbuildings and other structures. Such barn, buildings, and other structures and improvements located on, or affixed to, the Land are referred to collectively herein as the "Improvements"; and

WHEREAS, the Land and the Improvements are referred to herein as the "Realty"; and

WHEREAS, the Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, upon the terms and conditions contained herein, the Property (as defined below, and which includes the Realty).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Sale of Property. Subject to the terms and conditions herein stated, but otherwise in its "as is" condition, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

- a. The Realty;
- b. any land in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Realty;
- c. all right, title and interest, if any, of Seller in and to any rights-of-way or rights of ingress or egress on or to any land, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining any part of the Realty, any and all awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto by reason of a change of the grade of any such highway, street, road or avenue;

d. easements, ways, waters, privileges and appurtenances and rights to the same belonging to and/or inuring to the benefit of the Realty;

e. Any reversionary rights attributable to Seller with respect to the Realty;

f. All of Seller's right, title and interest in and to any leases, licenses and other agreements respecting the Realty (collectively, the "Leases");

g. All of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection or similar reports and other technical descriptions relating to the Realty (collectively, the "Plans");

h. All incidental rights pertaining to the Realty, including, but not limited to, all contracts and other agreements relating to the construction, operation, maintenance or repair of the Realty; all guarantees or warranties from third parties relating to the construction and/or operation of the Realty; all governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty; any and all trademarks, trade names, telephone exchanges and other identifying materials used in connection with the Realty, and all sewage treatment capacity, water capacity and other utility capacity allocated by any public or private utility to serve the Realty (collectively, the "Incidental Rights");

i. All personal property, equipment and fixtures owned by Seller as of the date of this Agreement which are permanently affixed to, or essential to the operation of, the Realty (collectively, the "Personalty");

j. All of Seller's rights, benefits, title and interest in and to the approximately 5.23 acre parcel of land located on Stover Road and owned by Purchaser, being known as Montgomery County parcel number 50-00-04337-00-5 (the "Township Parcel"), including, but not limited to, any and all easements, rights-of-way, rights of ingress or egress, ways, waters, privileges, appurtenances, leases, licenses, rights to proceeds, rights to use for open space calculations, and/or reversionary rights.

2. Purchase Price.

a. **Price.** The purchase price for the Property (the "Purchase Price") shall be Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000.00).

b. **Payment.** The Purchase Price shall be payable as follows:

i. One Hundred Thousand Dollars (\$100,000.00) by Purchaser's plain check, delivered to Escrow Agent within five (5) business days of the Effective Date of this Agreement, to be held in escrow as set forth below (the "Deposit"); and

ii. the balance of the Purchase Price on the Closing date by certified check, bank check, wire transfer or title company check.

c. **Deposit.** The Deposit shall be placed and held in a non-interest-bearing

escrow account with Commonwealth Agency, Inc. (hereinafter "Escrow Agent") and disbursed in accordance with the laws of the Commonwealth of Pennsylvania and the provisions of this Agreement. At Closing, the Deposit shall be applied on account of the Purchase Price.

d. **Instructions to the Escrow Agent.** In the event that the Escrow Agent receives an instruction (hereinafter referred to as an "Instruction") with respect to the Deposit, or any part thereof, from the Seller but not the Purchaser, or from the Purchaser but not the Seller (the party giving the Instruction is hereinafter referred to as the "Instructing Party" and the party who shall not have given the Instruction is hereinafter referred to as the "Non-Instructing Party"), the Escrow Agent shall deliver or transmit a copy of the Instruction received from the Instructing Party to the Non-Instructing Party. The Escrow Agent shall thereafter act in accordance with the Instruction if the Non-Instructing Party shall fail, within ten (10) days of the receipt by the Non-Instructing Party of such delivery or transmittal of Escrow Agent, to notify Escrow Agent in writing that Escrow Agent is not to comply with the Instruction. If the Non-Instructing Party within ten (10) days of the effective date of delivery or transmittal of the Instruction by Escrow Agent to the Non-Instructing Party shall advise Escrow Agent not to comply with the Instruction, Escrow Agent shall not act in accordance with the Instruction, but may thereafter:

i. Either act solely in accordance with any of the following:

(a) a new Instruction signed jointly by the Seller and the Purchaser; or

(b) a certified copy of a judgment of court of competent jurisdiction as to which Escrow Agent receives an opinion of counsel satisfactory to Escrow Agent that such judgment is final beyond appeal; or

ii. Pay the Deposit into court and in such event all liability and responsibility or Escrow Agent shall terminate upon such deposit having been made.

e. **Liability of Escrow Agent.** The Escrow Agent shall not be liable to either Seller or Purchaser for any acts or omissions, other than gross negligence or intentional wrongdoing. The Escrow Agent may rely upon the genuineness or authenticity of any document tendered to Escrow Agent by either of the parties, and shall be under no duty of independent inquiry with respect to any facts or circumstances recited therein. The Seller and Purchaser shall jointly and severally defend and hold harmless Escrow Agent from and against all costs, claims or liabilities whatsoever arising from Escrow Agent's acceptance of responsibility hereunder, other than for gross negligence or intentional wrongdoing. In the event Escrow Agent is acting as counsel to either Seller or Purchaser, the parties expressly consent to the foregoing and waive any right to hereafter claim that the same in any way constitutes a conflict of interest. Furthermore, in the event that any dispute arises after the Effective Date of this Agreement, said Escrow Agent shall not be precluded in any way from continuing to represent Seller or Purchaser, as applicable, in any matter regarding this Agreement.

3. **Title.**

a. **Condition.** The Property is to be conveyed in fee simple, free and clear of all liens, encumbrances or other restrictions except as set forth below, otherwise the title shall be good and marketable and such as will be insured by a reputable title insurance company at regular rates. Title shall be subject only to the following:

i. All existing laws, ordinances, rules and regulations of any governmental entity having jurisdiction over the Property (hereinafter "laws and regulations");

ii. All real estate taxes, water and sewer rents and other current municipal or utility charges which are not yet due and payable; and

iii. The Permitted Exceptions, as defined below.

b. **Permitted Exceptions.** Within ninety (90) days of the Effective Date (as defined by section 25 and 37, below) of this Agreement, Purchaser shall notify Seller in writing of any objections to title as reported in a title commitment, and/or survey (if desired by Purchaser), obtained by Purchaser and shall deliver to Seller a copy of the title commitment, and survey (if applicable), which contains such objectionable item. Seller may undertake to eliminate any such objection. If Seller elects not to eliminate such objection or make arrangement to eliminate such objection at Closing, then Seller shall notify Purchaser of the same within fifteen (15) days after receipt of such notice from Purchaser, and Purchaser shall thereafter, for a period of fifteen (15) days after receipt of such notice from Seller, have the option to terminate this Agreement by written notice to Seller. In the event Purchaser exercises said right of termination, this Agreement shall be null and void, the Deposit shall be returned to Purchaser, and the parties shall have no further obligations to each other, except for those which expressly survive the termination of this Agreement. If Purchaser does not terminate this Agreement as aforesaid, Purchaser shall be deemed to have waived any objections to title items reported in Purchaser's title commitment and/or survey which Seller has refused to eliminate and such objections along with all other items reported in the title commitment that Purchaser did not object to shall be deemed "Permitted Exceptions". If Purchaser does not object to any item contained in the title report within the time periods set forth herein, then any such items shall be deemed "Permitted Exceptions". Notwithstanding the foregoing, or anything to the contrary contained herein, in no event shall any mortgages, judgments or other monetary liens or encumbrances constitute Permitted Exceptions, regardless of whether Purchaser objects to the same, and Seller shall have an affirmative duty to cause any such monetary liens and/or encumbrances to be paid in full and satisfied at or prior to Closing. Seller will not create or permit any new title encumbrances after the Execution Date of this Agreement without the prior written consent of Purchaser which shall not be unreasonably withheld, and in no event shall any such encumbrances made after the Execution Date of this Agreement constitute Permitted Exceptions. Notwithstanding anything to the contrary contained herein, Seller may secure mortgage financing against the Property without consent of the Purchaser provided that the total amount of any indebtedness encumbering the Property shall not exceed the Purchase Price, and shall be satisfied at Closing.

c. **Defective Title.** If title to the Property cannot be conveyed to Purchaser on the Closing Date subject only to the matters described in Subsection (a) above, then in

addition to all other rights and remedies provided herein or by law, including the right to specific performance, Purchaser shall have the option of:

i. taking such title as Seller can cause to be conveyed with a reasonable and appropriate abatement of the Purchase Price only to the extent of monetary liens of an ascertainable amount, whereupon the parties shall proceed to Closing; or

ii. terminating this Agreement by giving written notice to Seller, whereupon Escrow Agent shall return the Deposit, plus accrued interest thereon, to Purchaser, and Seller shall immediately reimburse Purchaser for all costs incurred by Purchaser with respect to this transaction, including title company fees, any loan and/or mortgage application fees, appraisal fees, legal fees, and expenses incurred for all tests and studies, up to a maximum aggregate of \$10,000.00.

4. **Closing.** Closing hereunder ("Closing") shall take place on or before the date which is sixty (60) days after the expiration of the Financing Contingency Period (as defined herein) ("Closing Date"), at the offices of Purchaser, 379 Main Street, Harleysville, Pennsylvania 19438, or Purchaser's solicitor, Wisler Pearlstine, LLP, 460 Norristown Road, Suite 110, Blue Bell, Pennsylvania 19422. The parties may advance the Closing Date by mutual agreement. Purchaser shall have one (1) option to extend the Closing Date for a period not to exceed sixty (60) days by delivery of written notice of the same to Seller at any time prior to the then-current Closing Date.

5. **Provisions with Respect to Closing.** At Closing hereunder:

a. **Delivery by Seller.** Seller shall deliver to Purchaser the following:

i. **Deed.** A special warranty deed to the Realty prepared by Purchaser or Purchaser's agent, duly executed and acknowledged by Seller and in proper recordable form. If the legal description shown on any survey obtained by Purchaser differs from the legal description contained in the chain of title to the Property, Seller agrees to include the legal description disclosed by the survey in the deed, provided that the surveyor certifies the legal description to Seller.

ii. **Bill of Sale.** A bill of sale for the Personalty, prepared by Purchaser or Purchaser's agent, duly executed and acknowledged, and in a form as is customary in the Commonwealth of Pennsylvania and complying with all applicable provisions of the Pennsylvania Uniform Commercial Code in effect on the date of Closing.

iii. **Title Company Affidavits.** Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered by Seller pursuant hereto, including the customary form of said title company's Seller's Affidavit.

iv. **Affidavit as to Representations and Warranties.** A duly executed and acknowledged affidavit stating that the representations and warranties of Seller set

forth herein are true and correct as of the Closing Date.

v. **Assignment of Plans and Incidental Rights.** Duly executed assignment agreement(s), in form acceptable to Purchaser, assigning to Purchaser, all of Seller's right, title and interest in and to any and all Plans and Incidental Rights,

vi. **Resale Certificates.** Any and all resale certificates required by any governmental or quasi-governmental authority having jurisdiction over the Property.

vii. **FIRPTA Certificate.** A written certification dated no earlier than ten (10) days prior to the Closing Date, which certification shall be in compliance with The Tax Reform Act of 1984 (the "Act"), and the regulations thereunder that are imposed by the Foreign Investment in Real Property Tax Act ("FIRPTA"), and certifying that Seller is not a person subject to withholding under FIRPTA and the Act, and containing Seller's tax identification number and business address.

viii. **Clearance Certificates.** Any clearance certificate (or indemnity agreement in lieu of the same) required pursuant to the paragraph of this Agreement entitled "Bulk Sales".

ix. **Licenses and Permits.** Originals, or copies if originals are not available, of all permits, licenses, approvals and certificates of occupancy for the Property (to the extent the same have not been delivered prior to the Closing Date).

x. **Resolutions.** Reasonable and appropriate documents of authority of Seller authorizing the transactions contemplated by this Agreement.

xi. **Possession.** Actual, sole and exclusive physical possession of the Property, unoccupied and free and clear of any leases (except as set forth herein), liens, claims to or rights of possession.

xii. **Additional Instruments.** Such further documents or instruments in form suitable for recording, if appropriate, as may be deemed reasonably necessary to effectuate the provisions of this Agreement.

b. **Delivery by Purchaser.** Purchaser shall deliver to Seller the following:

i. **Balance of Purchase Price.** The balance of the Purchase Price which is due at Closing.

ii. **Title Company Affidavit.** Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered by Purchaser pursuant hereto, including the customary form of said title company's Purchaser's Affidavit.

iii. **Assumptions.** A duly executed assumption of the leases as set forth herein and Incidental Rights (if any).

iv. **Resolutions.** Reasonable and appropriate documents of authority of Seller authorizing the transactions contemplated by this Agreement.

v. **Additional Instruments.** Such further documents or instruments in form suitable for recording, if appropriate, as may be deemed reasonably necessary to effectuate the provisions of this Agreement.

c. **Transfer Fees and Taxes.** All realty transfer fees and/or taxes imposed on or arising in connection with this transaction shall be borne equally by Purchaser and Seller. Purchaser hereby waives its entitlement to any realty transfer tax so that the Purchaser shall only be responsible for ½ of 1% rather than the normal 1%. Seller and Purchaser shall have the right to seek further waivers of the transfer taxes from the applicable governmental authorities to the mutual benefit of Purchaser and Seller. In the event that Seller and Purchaser are able to obtain a waiver of the school district's entitlement to any realty transfer tax, Purchaser agrees to allocate such waiver to the Seller in a mutually agreeable manner so that Seller and Purchaser are each responsible for 1/2 of the 1% otherwise required to be paid by Seller. In any case, the responsibility to pay any real estate transfer fees and/or taxes ultimately due shall be split equally between the parties.

d. **Real Estate Taxes.** Except as set forth in subparagraph (e) below, all real estate taxes shall be adjusted as of the date of Closing hereunder on a per diem basis and such apportionments shall be made, where applicable, with relation to the fiscal year of the taxing authority.

e. **Roll Back Taxes.** Purchaser shall be responsible for the payment of any rollback taxes imposed as a result of any breach of the existing Act 319 covenant and preferential assessment applicable to the Property which is caused by the purchase of the Property described herein, or any action of Purchaser subsequent to Closing. Seller shall maintain the existing Act 319 covenant in full force and effect through the Closing Date, and shall take any action reasonably requested by Purchaser, at no material cost to Seller, to cause the continuation of the Act 319 covenant following Closing, provided that Purchase complies with the terms of such covenant.

6. **Site Investigation.** Purchaser shall have a period of one hundred twenty (120) days after the Effective Date of this Agreement (the "Investigation Period") in which to investigate the condition of the Property including, but not limited to, environmental conditions, soil conditions, wetlands, the proximity and availability of utility services, condition and structural integrity of any Improvements, title matters, suitability for Purchaser's intended use, and zoning. Purchaser, and Purchaser's agents, employees and representatives, shall have the right to enter upon the Property during the Investigation Period, upon reasonable advance notice to Seller, to conduct any and all of such tests in connection therewith as it deems reasonably necessary, provided the Property is returned to substantially the same condition as existed prior to Purchaser's entry. At all times in which Purchaser is present upon the Property, Purchaser

shall maintain a policy of commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Purchaser agrees to indemnify and save Seller harmless from all claims asserted against Seller as a direct result of injury or damage caused by Purchaser's or Purchaser's agent's activities upon the Property.

Purchaser shall have the right to terminate this Agreement at any time during the Investigation Period for any reason and for no reason, in its sole discretion, by delivery of written notice of such termination to the Seller prior to the expiration of the Investigation Period.

In the event the Purchaser shall fail to give such timely notice of termination then the Purchaser shall be deemed to have waived this contingency, and this Agreement shall remain in full force and effect (subject, nevertheless, to all other conditions and contingencies set forth herein). In the event that the Purchaser shall terminate this Agreement pursuant to this paragraph, this Agreement shall be null and void, the Deposit, plus interest, shall be promptly returned to Purchaser, and the parties hereto shall be released from any and all further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement).

Within fifteen (15) days of the Effective Date of this Agreement, Seller shall deliver to Purchaser copies of all currently existing Plans, permits, licenses, contracts, agreements, studies, tests, surveys, title policies, and any other materials relevant to the physical condition, and /or use and operation, of the Property which are in the possession of Seller or Seller's agents or representatives, except for any development plans presented by other proposed purchasers of the Property.

Except as is deemed necessary by Purchaser because of its obligations to its constituents or for it to obtain its financing, Purchaser shall not disclose the results of its tests and expenses, including Purchaser's legal and other consultant fees, to the general public or any third party other than service providers on a need-to-know basis.

If Closing does not occur because of Purchaser's breach of the Agreement or failure to obtain the financing or termination as permitted during the Investigation Period, Purchaser shall deliver to Seller copies of all plans, studies and tests Purchaser or its agents have obtained pertaining to the Property at no cost to Seller within ten (10) days of any termination of this Agreement. Except as a result of Seller's default, it shall be a condition precedent to Purchaser's receipt of its Deposit in the event of a permitted termination of this Agreement that (i) Purchaser provide copies of all plans, studies, and tests to Seller, and (ii) return the Property to its original condition in the event Purchaser performs any invasive testing of the Property.

7. **Condemnation.** Seller represents that it has not received any notice of any condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property. In the event of the taking by eminent domain proceedings of any part of the Property on or prior to the Closing Date, which would, in the opinion of Purchaser, preclude, hinder, or render more costly the full completion by Purchaser of its planned use of the Property, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement. If the

Agreement is so terminated, Escrow Agent shall return the Deposit (plus interest) to Purchaser, this Agreement shall thereupon become null and void, and thereafter neither party shall have any further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement). If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller prior to Closing with respect to any taking. At Closing, Seller shall assign to Purchaser all rights of Seller in and to any other awards or proceeds payable to the condmnee by reason of any taking. Seller agrees to notify Purchaser of any eminent domain proceeding within five (5) days after Seller learns of any such proceeding, and, in order to exercise its right of termination, Purchaser must so notify Seller within thirty (30) days after Purchaser receives such notice.

8. **Casualty.** Seller shall maintain in effect until the Closing Date the insurance policies now in effect with respect to the Property. If, on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall immediately give written notice thereof with specificity to Purchaser, and for a period of thirty (30) days thereafter, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement. If the Agreement is so terminated, Escrow Agent shall return the Deposit (plus interest) to Purchaser, this Agreement shall thereupon become null and void, and thereafter neither party shall have any further liability or obligation hereunder (except for any obligations which expressly survive Closing or the earlier termination of this Agreement). If Purchaser does not so terminate this Agreement, the proceeds of any insurance paid between the Effective Date of this Agreement and the Closing Date shall be paid to Purchaser by Seller on the Closing Date, together with the deductible amount, if any, under Seller's casualty insurance policy and Seller shall assign to Purchaser all rights Seller has to any future insurance proceeds arising from such casualty, without in any manner affecting the Purchase Price.

9. **Assessments.** Seller shall be responsible to pay for all assessments levied against the Property on or before the Effective Date of this Agreement, or levied against the Property after the Effective Date of this Agreement by reason of work commenced or completed on or before the Effective Date of this Agreement. If Closing is completed hereunder by Purchaser, Purchaser shall be responsible to pay for all assessments levied against the Property after the Effective Date of this Agreement by reason of work commenced after such date. However, if Closing does not take place for any reason whatsoever, Purchaser shall have no liability or obligation to pay for such assessments. If on the Closing Date, the Property, or any portion thereof, shall be affected by any assessment(s) which is required to be paid by Seller pursuant to the provisions of this paragraph and which is or may be payable in annual or other installments of which the first installment is then a lien or has been paid, then for the purpose of this Agreement, all of the unpaid installments of any such assessment(s) including those which become due and payable after Closing hereunder shall be deemed to be due and payable and lien upon the Property and shall be paid and discharged by Seller at such Closing.

10. **Seller's Representations and Warranties.** Seller, to induce Purchaser to enter into this Agreement and to purchase the Property, covenants, warrants and represents to Purchaser that the following matters are true as of the date hereof and shall be true as of the date of the Closing hereunder:

a. Seller has, as of the Effective Date of this Agreement, and will have as of the date of the Closing, good, marketable and indefeasible title to the Property, subject only to the matters permitted by this Agreement. Except for the ROFR (as defined in section 37), and as expressly contemplated herein, there are no other agreements of sale, options, or rights of first refusal affecting the Property.

b. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement and the execution, delivery and performance of this Agreement by the Seller constitutes a valid and binding obligation of the Seller enforceable in accordance with its terms. Except for the ROFR, no consent, waiver, or approval by any other parties is required in connection with the execution and delivery by the Seller of this Agreement or with the performance by the Seller of its obligations hereunder or any instrument contemplated hereby. The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is a party or by which the Seller is bound provided that the ROFR is waived, or, if Seller is not an individual, by the Seller's governing documents.

c. Seller is not a non-resident alien for purposes of U.S. income taxation.

d. There is no suit, action, or proceeding pending or threatened against or affecting Seller or the Property before or by any court, administrative agency or other governmental or quasi-governmental authority, or which brings into question the validity of this Agreement or this transaction or which could adversely affect title to, or the use and enjoyment of, or value of the Property.

e. There are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Property in effect as of the date of this Agreement except for the leases for farming (the "Farm Lease") and residential tenants (the "Residential Lease"). Seller agrees not to enter into any lease, license or agreement for the occupancy or use of any portion of the Property after the date of this Agreement without Purchaser's written consent, except for renewal of or replacement of the Farm Lease and Residential Lease. Seller and Purchaser agree that the Residential Lease shall be terminated or allowed to expire in accordance with the terms of such lease prior to Closing Date, and any areas subject to lease shall be delivered to Purchaser on the Closing Date in broom clean condition. Seller and Purchaser further agree that the term of the Farm Lease may be permitted to extend beyond the Closing Date for a period not to exceed the harvest season immediately following the Closing Date.

f. There are no contracts or agreements (including, without limitation service contracts and/or management agreements), written or oral, to which Seller is a party and which affect the Property, other than those described on Exhibit "B" hereto (the "Contracts"). All amounts due under any such Contracts for any work or improvements respecting the Property shall have been paid by Seller, through the Closing Date, on or prior to the Closing Date. From the Effective Date of this Agreement through the Closing Date, except for (i) renewal of or replacement of the Residential Lease and Farm Lease, (ii) contracts to establish storage leases,

and (iii) contracts deemed necessary by Seller to address emergency situations, maintain, reasonably manage, and repair the Property, Seller shall not enter into new contracts and shall not modify or terminate any of the existing Contracts without Purchaser's prior written consent. On or prior to the Closing Date, Seller shall, at its sole cost and expense, terminate any of the Contracts and any additional contractual arrangements that Purchaser elects to be terminated, except for the Farm Lease which may continue through the harvest season immediately following the Closing Date.

g. No assessments for public improvements have been made against the Property which remain unpaid and Seller has no knowledge and has received no notice of any proposed assessment for public improvements or of any proposed public improvements for which an assessment may be levied against the Property.

h. Seller has no notice of any proposed increase in the assessed valuation of the Property and no notice of any proceeding pending for the reduction of the assessed valuation of all or any portion of the Property.

i. There is no pending condemnation, expropriation, eminent domain, or similar proceeding affecting all or any portion of the Property and Seller has not received any written or oral notice of any of the same and has no knowledge that any such proceeding is contemplated.

j. Based upon information presented by the Purchaser, the Property is zoned MU and R-1 under the Zoning Ordinance of Lower Salford Township.

k. To the best of Seller's knowledge, there are no outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, code or requirement affecting any portion of the Property, and no written notice of any such violation has been issued by any governmental or quasi-governmental authority. In the event that any such notice is received by Seller after the date of this Agreement, Seller shall promptly notify Purchaser and afford Purchaser full opportunity, with Seller's cooperation, to contest such action or to initiate or participate in such proceedings as Purchaser may deem necessary or desirable to protect Purchaser's interests.

l. To the best of Seller's knowledge, no default or breach exists under any of the covenants, conditions, restrictions, rights of way or easements, or preferential assessment programs, if any, affecting all or any portion of the Property which are to be performed or complied with by the Seller.

m. No work has been performed at, or is in progress at, and no materials have been furnished to, the Property which though not presently the subject of might give rise to mechanic's or materialmen's or other liens against the Property or any portion thereof.

n. Seller discloses that portions of the farm land that is part of the Property may have been modified by field tiling or similar methodology to effectuate water drainage and erosion control to support the farming activities upon the land.

o. To the best of Seller's knowledge, there are no Hazardous Substances (as defined below) stored, used or present in, or at the Property, except as is consistent with customary farming use, and as is in compliance with all applicable Environmental Laws. To the best of Seller's knowledge, the Property has never been used by the Seller, to refine, produce, store, handle, transfer, process or transport Hazardous Substances, except as is consistent with customary farming use, and as is in compliance with all applicable Environmental Laws. To the best of Seller's knowledge, (i) there has been no Release (as defined below), actual or threatened, of any Hazardous Substances by Seller or any other party including owners or operators of adjacent property at on, over, into, through or from the Property (ii) there has been no Release of any Hazardous Substances for which Seller (or, to Seller's knowledge, its predecessor in interest or successor in interest) is or may be liable; (iii) there has been no violation of any Environmental Law in the use or occupancy of the Property; (iv) there have been no air emissions, or discharges to surface waters or ground waters, of Hazardous Substances which have occurred from the Property prior to the Effective Date hereof. There are no above ground or underground storage tanks, vessels or related equipment or containers located on the Property, except for two underground residential heating oil tanks, one underground fuel tank, and a manure pit. Seller has not engaged in any land filling or dredging activities on or adjacent to the Property and Seller is not aware that any of the Property has been subjected to such activity prior to acquisition of the Property by Seller. For purposes of this Agreement, each of the terms "Release", "Environmental Law" and "Hazardous Substance" shall be defined as follows:

i. **"Hazardous Substance"** means any substance presently listed, defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise regulated, under any Environmental Law, whether by type or by quantity, including any material containing any such substance as a component. Hazardous Substance includes without limitation petroleum or any derivative or by-product thereof, asbestos, radioactive material, and polychlorinated biphenyls;

ii. **"Environmental Law"** means any federal, state or local law, statute, ordinance, rule, regulation, code license, permit, authorization, approval, consent order, judgment, decree, injunction or agreement by or with any governmental entity relating to (1) the protection, preservation or restoration of the environment (including, without limitation, air, water vapor, surface water, groundwater, drinking water supply, surface soil, subsurface soil, plant and animal life or any other natural resource), and/or (2) the use, storage, recycling, treatment, generation transportation, processing, handling, labeling, production, release or disposal of Hazardous Substances. The term Environmental Law includes without limitation: (1) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, as amended, 42 U.S.C. §7401, *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*; the Toxic Substances Control Act, as amended 15 U.S.C. §9601, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300(f), *et seq.*; and all comparable state and local laws, and (2) any common law (including without limitation common law that may impose strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of or exposure to any Hazardous Substance;

iii. **"Release"** means the releasing, spilling, leaking, discharging, disposing, discarding or dumping of any Hazardous Substance from, on, into or about the Property.

11. **Conditions Precedent.** Notwithstanding anything contained herein to the contrary, Purchaser's obligations to complete Closing hereunder are contingent upon the satisfaction of each of the following conditions (each, a "Condition Precedent"):

a. All the representations by Seller as set forth in this Agreement shall be true and correct at and as of the Closing Date in all respects as though such representations were made both at and as of the date of this Agreement and at and as of the Closing date.

b. No material change in the physical condition or title of the Property shall have occurred, unless the same is consented to in writing by Purchaser.

c. Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the date of Closing.

d. Seller shall deliver title to the Property in accordance with the terms of this Agreement.

If any of the Conditions Precedent listed above are not fulfilled by the Closing Date, or waived in writing by Purchaser, then in addition to any other rights and remedies hereunder, or otherwise available at law or at equity, Purchaser shall have the right to postpone the Closing for the period of not more than sixty (60) days to allow such Condition Precedent to be satisfied, or to terminate this Agreement by written notice to Seller and receive a refund of the Deposit (plus accrued interest).

12. **Contingencies.** Notwithstanding anything contained herein to the contrary, Purchaser's obligations to complete Closing hereunder are contingent upon the satisfaction of each of the following contingencies (each, a "Contingency"):

a. The approval of this Agreement by the Lower Salford Township Board of Supervisors (the "Approval Contingency"), at the next regularly scheduled, duly called and advertised public meeting following the execution of this Agreement by Seller at which the approval of this Agreement may be lawfully listed on the public meeting agenda (the "Approval Contingency Period"). If Purchaser is unable to satisfy the Approval Contingency within 3 months of the execution of this Agreement by Seller (the "Approval Contingency Period"), then Seller shall have the option to terminate this Agreement by written notice to Purchaser whereupon the Deposit, plus interest, shall promptly be returned to Purchaser, this Agreement shall be null and void, and the parties shall have no further liability or obligation to the other (except for any obligations which expressly survive Closing or the earlier termination of this Agreement).

b. Purchaser shall have received, within one (1) year of the Effective Date of this Agreement (the "Financing Contingency Period"), the funding or commitments for financing

or funding for the purchase of the Property deemed necessary by Purchaser (including but not limited to government grant programs, not-for-profit grant programs, corporate and municipal sponsorships, additional tax revenue, and/or township debt or bond financing), in an amount of not less than Twenty-One Million Four Hundred Thousand Dollars (\$21,400,000.00), from sources reasonably acceptable to Purchaser, and pursuant to terms and conditions reasonably acceptable to Purchaser (the "Financing Contingency"). Purchaser shall have the option to extend the Financing Contingency Period for up to two (2) additional periods of ninety (90) days upon the delivery of written notice to Seller not less than thirty (30) days prior to the then-applicable expiration of the Financing Contingency Period, provided that Purchaser is proceeding diligently with obtaining the necessary financing. If during the Financing Contingency Period the Purchaser concludes in good faith that it shall not satisfy the Financing Contingency, then Purchaser agrees to acknowledge that the Financing Contingency shall not be fulfilled and terminate the Agreement as set forth below.

- In the course of Purchaser's efforts to satisfy the Financing Contingency, Purchaser shall at least: Update the Seller every 60 days by written input to Seller's legal counsel on the status of Purchaser's efforts to satisfy the Financing Contingency.
- Respond in good faith to Seller's inquiries regarding the status of Purchaser's efforts to satisfy the Financing Contingency, which inquiries shall be made no frequently than every 30 days during the Financing Contingency Period.

In addition, the Purchaser anticipates that it will undertake the following efforts to satisfy the Financing Contingency, unless the Purchaser determines through the exercise of its reasonable discretion and in good faith that the circumstances by which the Purchaser can obtain the necessary financing within the Financing Contingency Period dictates that an alternative path to financing is possible (subject to the Purchaser's obligation to proceed diligently and in good faith as set forth herein):

- Act under the Open Space Lands Acquisition and Preservation Act to pursue financing by:
 - Considering adoption of an Ordinance no later than the first week of February 2026 authorizing the placement of a referendum question on ballot for the May 2026 primary election to determine whether voters support the imposition of a tax for open space acquisition purposes.
 - If the Ordinance is enacted, it is expected that the Township will then actually place the question on the ballot for the May 2026 primary election.

- If such referendum receives the required voter approval, the Township will advertise and enact the necessary Ordinance to codify the tax by July or August of 2026.
- If such referendum receives the required voter approval, the Township will diligently pursue, with the assistance of its financial consultant and Bond Counsel, authorization, issuance, and the sale of notes or bonds to finance all or a portion of the Purchase Price, backed by the full, faith, credit, and taxing power of the Township (to include the projected revenue from the “open space tax”).
- Make applications through various grant programs as determined appropriate by Purchaser.

Seller shall have the option by a written 10 day notice to Purchaser to unilaterally terminate the Agreement if in the course of Purchaser’s effort to satisfy the Financing Contingency, Purchaser (i) fails to provide the updates or respond to Seller’s inquiries as required above within a reasonable period of time, subject to Purchaser’s opportunity to cure within 5 days after the receipt of Seller’s notice to terminate, (ii) acknowledges to Seller that it is more likely than not that it will not satisfy the Financing Contingency, and/or (iii) fails to pass the imposition of an open space tax as outlined above, unless the Purchaser has determined in its reasonable discretion and in good faith that alternative sources of financing have been committed to or received by Purchaser (and Purchaser has notified Seller’s legal counsel in writing of such alternative sources of financing), then the rights and obligations of the parties upon such termination shall be as set forth below as if the Financing Contingency has failed. Provided, however, if within 10 days of receiving such notice, Purchaser pays to the Escrow Holder an additional \$200,000 deposit (the “Financing Deposit”), then Seller’s termination shall not be permitted and the Agreement shall remain in force. If the Financing Contingency shall fail after the Financing Deposit is made, the Purchaser shall be entitled to the return of the Deposit as set forth below, but the Financing Deposit shall be forfeit to the Seller.

If any of the Contingencies listed above are not fulfilled, or waived in writing by Purchaser, by the expiration of the Approval Contingency Period and Financing Contingency Period set forth above (as applicable), or if Purchaser determines, in its good faith judgment that a Contingency will not be satisfied by the expiration of the applicable Contingency Period, then Purchaser shall have the right to terminate this Agreement by written notice to Seller delivered at any time prior to the expiration of such Approval Contingency Period or Financing Contingency Period (as applicable), in which event the Deposit, plus interest, shall promptly be returned to Purchaser and the Financing Deposit (if paid) shall be forfeit to Seller, this Agreement shall be null and void, and the parties shall have no further liability or obligation to the other (except for any obligations which expressly survive Closing or the earlier termination of this Agreement).

13. Operations Prior to Settlement. Between the Effective Date of this Agreement and the Closing Date:

- a. Seller, in accordance with its normal practices and procedures, will

continue to maintain the Property so as to keep the Property in substantially its present condition, and will continue to maintain in full force and effect all insurance policies pertaining to the Property.

b. Seller shall observe and keep in full force and effect all of its licenses, permits, and preferential assessment covenants (if any) in respect of the Property.

c. No contract for or on behalf of or affecting the Property shall be negotiated or entered into which will not be terminated as of the Closing at Seller's sole cost and expense, except for the Farm Lease as set forth herein.

d. Seller will not permit the Property to be encumbered by any liens, easements, encumbrances or other clouds on title which will not be terminated as of the Closing Date at Seller's sole cost and expense. Nothing herein shall restrict Seller from pledging the Property as collateral for a mortgage loan, provided that the total amount of the any indebtedness encumbering the Property shall not exceed the Purchase Price and shall be paid off at or before Closing.

14. Risk of Loss. Until the completion of Closing hereunder, all risk of loss to the Property shall be borne by Seller.

15. Indemnification. Subject to the applicable limitations provided herein, the Seller agrees to indemnify and hold Purchaser harmless against any and all actually incurred losses, costs, expenses, claims, including reasonable attorneys fees, damages or liabilities (including the amount of any settlement and any expenses incurred in enforcing this Agreement), which Purchaser may suffer, incur or become subject to, and to reimburse Purchaser for any legal or other expenses incurred by it in connection with the investigation of any claims and the defense of any actions, insofar as such losses, costs, expenses, claims, damages, liabilities or actions arise out of or are based upon (i) any false or untrue covenant, warranty or representation, or the knowing breach of any warranty, covenant or representation made by Seller; (ii) any breach or default in performance by Seller of any of its covenants or agreements with Purchaser contained herein; and (iii) any claims against the Purchaser with respect to the Property for expenses, costs, damages or contribution under any Environmental Law based on any Release of Hazardous Substances during the ownership of the Property by Martha Allebach. Seller's obligations under this Paragraph shall survive Closing, or any earlier termination of this Agreement. Notwithstanding, Purchaser's rights to indemnification under section (iii) shall be limited as follows:

a. It would not apply to the field tiling noted in section 10.n. nor the conditions disclosed in section 10.o. (the oil tanks, the fuel tank, and the manure pit.

b. It would not apply to environmental issues that would originate or emanate from outside of the Property.

c. It would be limited to items specifically identified by Purchaser within 6 months of the Closing Date.

d. It would not include items that are found by Purchaser during the Investigation Period.

e. Liability would be only for Purchaser's actual and documented remediation costs and shall be capped at the sum of \$500,000 and only paid by Seller to the extent the remediation costs are above the sum of \$25,000.

16. **Seller's Default.** Notwithstanding anything to the contrary contained in this Agreement, in the event that Seller fails to complete Closing as and when required, or otherwise fails to comply with its obligations hereunder and the same continues for a period of ten (10) days after Seller's receipt of written notice of the same from Purchaser, Purchaser, at its option, shall be entitled to either (i) terminate this Agreement, immediately recover the Deposit and all interest thereon, or (ii) Purchaser shall also be entitled to specific performance, which may include a claim for fees and costs, including reasonable attorneys fees.

17. **Purchaser's Default.** Should Purchaser fail to complete Closing as and when required, or otherwise fails to comply with its obligations hereunder, and the same continues for a period of ten (10) days after Purchaser's receipt of written notice of the same from Seller, the Deposit and all accrued interest thereon shall be retained by Seller as liquidated damages, as Seller's sole and exclusive remedy, at which point this Agreement shall be void and the parties shall have no further liabilities or obligations hereunder, except for those obligations which expressly survive the termination of this Agreement.

18. **Tax Deferred Exchange.** Seller may elect to exchange the Property for other real estate of a like kind in accordance with Section 1031 of the Internal Revenue Code of 1986 as amended ("Section 1031"), or Purchaser may elect to acquire the Property as replacement Property for a like kind exchange. To exercise any rights under this Section, the party electing to utilize Section 1031 shall provide the other with a written statement stating its intent to enter into an exchange prior to the Closing Date. Either party's election to exchange, rather than sell or buy, the Property for other real estate of a like kind shall be at no cost or liability whatsoever to the other party. Should this Agreement become part of a Section 1031 transaction, the party electing to exchange the Property (the "Exchanger") hereby agrees that the other party may enforce any and all representations, warranties, covenants and other obligations of the Exchanger under this Agreement directly against Exchanger, and the other party agrees that the Exchanger may enforce any and all representations, warranties, covenants and other obligations of the other party under this Agreement directly against the other party. Exchanger shall indemnify, defend and hold the other party harmless against any cost, loss, liability or expense suffered as a result of Exchanger's election to structure this transaction as a like kind exchange. The Seller may exercise this right by distributing a one quarter (1/4) interest in the Property to any of the residuary beneficiaries of the Estate of Martha Allebach, namely Robert Brent Allebach, Anita Dawn Beetler, Renae Michelle Derstine, and/or Karyn Lynn Hummel (each an "Heir" and collectively the "Heirs"), who may engage in a Section 1031 exchange with his/her share of the proceeds. Upon such distribution made prior to Closing, the Heir receiving the Property shall individually join in this agreement by written joinder agreement satisfactory to Seller and Buyer whereby the individual Heir agrees to honor all terms and conditions that otherwise binds the Seller.

19. Bulk Sales. The parties acknowledge that as per Pennsylvania Department of Revenue Form REV-1076, Bulk Sales notification requirements do not apply to transfers made by executors, and therefore the Bulk Sales Laws are inapplicable to this transaction.

20. Notices. Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered either: (a) upon hand delivery in person; (b) one (1) day after having been sent by nationally recognized overnight courier service; (c) three (3) days after mailing if sent by first class certified mail, postage prepaid; or (d) if sent by electronic mail or facsimile transmission upon confirmation of delivery, provided that the same is confirmed within twenty-four (24) hours thereafter by a signed original sent by one of the methods listed as subsections (a) - (c) above, to the address set forth below or to such other address as any party may give to the other in writing:

To the Seller at: Estate of Martha Allebach
Attn: Renae M. Derstine
Email: derstine4@yahoo.com
and
Attn: Karyn L. Hummel
Email: karyns13@gmail.com

With a copy to: Landis, Hunsberger, Gingrich & Weik, LLP
Attn: Jeffrey K. Landis, Esq.
114 East Broad Street, P.O. Box 64769
Souderton, PA 18964
Email: jlandis@lhgwlaw.com
Facsimile: 215-723-4353

To the Purchaser at: Lower Salford Township
Attn: Joseph S. Czajkowski, Township Manager
379 Main Street
Harleysville, PA 19438-2309
Email: jczejkowski@lowersalfordtownship.org
Facsimile: 215-256-4869

With a copy to: Wisler Pearlstine, LLP
Attn: Andrew R. Freimuth, Esq.
460 Norristown Road, Suite 110
Blue Bell, PA 19422
Email: afreimuth@wispearl.com
Facsimile: 610-828-4887

To the Escrow Agent at: Commonwealth Agency, Inc.
Attn: Marc A. Franzoni, President
1515 Market Street, Suite 1200
Philadelphia PA 19102

21. **No Recording.** This Agreement shall not be lodged for recording in any place or office of public record.

22. **Waiver of Tender.** Formal tender of an executed deed and the purchase money is hereby waived.

23. **Assignment - Nominee.** Purchaser shall not be permitted to assign this Agreement without the approval of Seller, which may be withheld for any reason.

24. **Brokerage.** Seller and Purchaser represent and warrant that neither has dealt with any broker, agent, finder or other intermediary who is entitled to receive a commission or other payment in connection with the conveyance of the Property under this Agreement, and each agrees to indemnify and hold the other harmless from any other claims of a broker made through such indemnifying party.

25. **Effective Date.** Notwithstanding the date which may be listed on Page 1 of this Agreement, the term "Effective Date of this Agreement" as used herein shall mean the later of (a) the date that the Approval Contingency is satisfied, and (b) the ROFR is irrevocably waived or certified by Seller to not have been elected after 30 days' written notice given to the ROFR holder.

26. **Time of Essence.** Time, wherever mentioned herein, shall be of the essence of this Agreement.

27. **Business Day.** If any deadline or date on which Closing is to occur, or notice is to be provided, is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next following business day.

28. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and/or assigns.

29. **Interpretation.** This is the entire Agreement between the parties hereto with respect to the purchase and sale of the Property and there are no other terms, covenants, conditions, obligations, warranties, representations or statements, oral or otherwise, of any kind whatsoever other than those which are set forth herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together constitute one and the same

agreement.

31. **Headings.** The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

32. **Governing Law.** This Agreement shall be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania.

33. **Survival.** Notwithstanding any presumption to the contrary, all representations and warranties contained in this Agreement shall survive Closing for a period of one (1) year. All obligations of the parties which, by their nature, impliedly or expressly, involve performance, in any respect, after Closing, or which cannot be ascertained to have been fully performed until after Closing, shall survive Closing, until performed.

34. **Confidentiality.** Except as otherwise required by law, Purchaser agrees that it will not intentionally disclose any information regarding the condition of the Property to any other person or entity, except for its attorneys, accountants, financing sources, underwriters, financial advisors, engineers, and/or inspectors in connection with the evaluation of this transaction, each of whom shall agree not to voluntarily or intentionally disclose any such information on the Property. However, Seller acknowledges and agrees that Purchaser is a governmental entity which is subject to the disclosure of public records pursuant to the Pennsylvania Right to Know Law, the Pennsylvania Sunshine Law, and other similar laws.

35. **Due Diligence Materials.** If this Agreement is terminated for any reason other than a default by Seller, then Purchaser shall promptly deliver to Seller, without warranty, copies of all studies, plans, investigations, and reports obtained by Purchaser with respect to the Property during the term of this Agreement, and shall return to Seller all materials provided by Seller to Purchaser with respect to the Property pursuant to Section 6 of this Agreement.

36. **Post-Closing Covenant.** If the Purchaser determines that it will raze the barn and/or outbuildings within five (5) years of the date of Closing, Purchaser shall notify Seller in writing of Purchaser's intent to raze the barn and/or outbuildings and thereafter permit Seller to remove the structural components of such buildings at its own risk before it is razed, provided that Seller notifies Purchaser in writing of Seller's intent to remove structural components within thirty (30) days of the date of Purchaser's notice to Seller. Seller shall thereafter have up to six (6) months from the date of Seller's notice to Purchaser to complete all work to salvage the structural components. In such event, Seller: (a) will obtain all necessary permits and approvals for the demolition prior to commencement of the work, (b) will provide evidence of commercial general liability insurance from all of Seller's contractors, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, naming Purchaser as additional insured, prior to commencement of the work, (c) will perform the work at times and pursuant to a schedule reasonably acceptable to Purchaser, (d) will assure that Purchaser's activities on the Property are not unreasonably disturbed during the performance of the demolition, (e) will restore any damage to the Property caused by the demolition, remove all debris, and fill any holes or trenches, leaving the Property in clean, neat,

and safe condition, (f) will defend, indemnify, and hold Purchaser harmless from and against any and all costs, losses, damages, claims, and/or expenses suffered as a result of Seller's activities on the Property, and (g) will comply with any other reasonable terms and/or conditions imposed by Purchaser in connection therewith. If Purchaser determines that it will raze the barn and/or outbuildings more than five (5) years following the date of settlement on the Property, Purchaser shall have no obligation to notify Seller and Seller shall have no right to salvage any components of the barn and/or outbuildings. The provisions of this Section shall survive Closing.

37. Right of First Refusal. The parties acknowledge that the Property may be subject to a 30 day right of first refusal in favor of Warren Henning, Sr., or his heirs, successors or assigns, pursuant to an agreement of sale dated May 27, 1971 (the "ROFR"). Within five (5) days of Purchaser's presentation of this Agreement as a bona fide offer to purchase the Property on the terms and conditions set forth herein (subject only to satisfaction of the Approval Contingency), Seller shall provide notice to attorney Robert Gundlach, attorney for H & A Properties, Limited Partnership ("H & A"), which has introduced itself as the successor in interest to Warren Henning, Sr. Seller shall provide evidence satisfactory to Purchaser that the ROFR has been irrevocably waived in writing if H & A responds in that manner. If such written waiver cannot be obtained despite Seller's request for such from H & A, then after H & A's 30 day ROFR right has passed, Seller may represent, warrant and certify that the 30 day time period for H & A to act on the ROFR has expired without election by H & A to exercise it, and Seller shall use its best efforts to provide evidence and/or documentation to cause Purchaser's title insurance company to insure over the ROFR, and if Purchaser's title company will not do so, then Purchaser shall permit Seller additional time to satisfactorily clear title, which shall not exceed 30 days from the date Purchaser's title company determines that it cannot insure over the ROFR based on the evidence and/or documentation provided by Seller. Upon receipt of the evidence of the waiver of the ROFR described in the preceding sentence or certification by Seller that 30 days have passed without election to exercise and notice that it will take no additional time to clear title as aforesaid, Purchaser shall have a period of thirty (30) days in which to elect to: (a) accept the waiver of the ROFR or the certification of Seller pursuant to the requirements of the preceding terms in writing and confirm that the Effective Date of this Agreement has occurred as of the date of Purchaser's acceptance of the waiver of the ROFR or Seller's certification that 30 days have passed, or (b) terminate this Agreement by written notice to Seller, in which event, the Deposit, if posted, plus interest, shall be returned to Purchaser, this Agreement shall be void, and the parties shall have no further obligations to each other, except for those which expressly survive the termination of this Agreement. In no event shall the ROFR be deemed a Permitted Exception. If H & A, exercises its right of first refusal and enters into an agreement to purchase the Property on the same terms and conditions as presented in this Agreement, then the parties shall terminate this Agreement, whereupon the Deposit, if posted, plus interest, shall be returned to Purchaser, this Agreement shall be void, and the parties shall have no further obligations to each other, except for those which expressly survive the termination of this Agreement or are specifically noted to take effect upon a termination.

38. Part Gift / Part Sale. In the event that the Purchaser's appraisal for the Property is greater than the Purchase Price, the parties confirm that it is their intent that the value of the Property in excess of the Purchase Price shall be considered a charitable gift to the Purchaser. In such case, Purchaser shall deliver a copy of the appraisal to Seller after the

Investigation Period ends and direct the appraiser to modify the appraisal to indicate the charitable gift intention in the in the appraisal in such a manner as required to support the federal tax deductibility of the excess value above the Purchase Price. Further, in such case, Purchaser shall issue to Seller an IRS Form 8283 to memorialize the charitable gift.

39. Naming of Property. If the Purchaser determines that the Property or any portion of it shall be used as a public park, recreational fields, playground, or the like, and determines that such shall be named, Purchaser shall inform Seller of such and consider but shall not be obligated to name the park, recreational fields, playground, or the like after the Allebach family. Seller shall have no recourse against the Purchaser if it chooses not to name the Property after the Allebach family.

40. Development of the Property. The parties acknowledge Seller's desire to see the Property remain mostly undeveloped, and therefore Purchaser agrees and covenants that at least 80% of the acreage of the Property including specifically the view shed at the intersection of Route 63 and Quarry Road shall remain as open space, which may include park land, playgrounds, walking trails, and recreational fields. The only permitted uses for the remaining 20% of the acreage of the Property shall be a public works facility and/or senior center. These restrictions shall be secured by the imposition at Closing of a deed restriction which may be enforced by any lineal descendant of Martha Allebach. Further, if the Purchaser files a land development plan with the Lower Salford Township between the Effective Date and Closing for any building purpose other than development of park, open space, and recreation improvements, a public works facility, and/or senior center, then the Purchaser shall on the date of filing such pay to Seller the sum of \$1,000,000 as a non-refundable payment in addition to the Purchase Price ("Development Payment"). Failure of Purchaser to pay the Development Payment shall be an immediate event default of this Agreement which shall not require written notice from Seller to Purchaser as a condition precedent to Seller exercising its rights under paragraph 17 of this Agreement.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first above written.

SELLER:
THE ESTATE OF MARTHA
ALLEBACH

Witness: _____ By: _____
Renae M. Derstine, Executrix

Witness: _____
Karyn L. Hummel, Executrix

PURCHASER:
LOWER SALFORD TOWNSHIP

Attest: _____ By: _____
Keith Bergman
Chairman of the Board of Supervisors

JOINDER BY ESCROW AGENT

The Undersigned, as Escrow Agent hereunder, hereby acknowledges receipt of the Deposit and agrees to hold it in accordance with the terms of the attached Agreement of Sale.

ESCROW AGENT:

COMPANY NAME

By: _____
Name, Title

EXHIBIT "A"

Legal Description

EXHIBIT “B”

The Contracts

1. Farming lease.
2. Residential tenant lease.

LOWER SALFORD TOWNSHIP
BOARD OF SUPERVISORS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NO. 2025-28

Be It Resolved, by authority of the Board of Supervisors of the Lower Salford Township, Montgomery County, and it is hereby resolved by authority of the same, that the Chairman of the Board of Supervisors of said Municipality be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

Lower Salford Township

(Signature and designation of official title)
Joseph S. Czajkowski, Township Manager

By: _____
(Signature and designation of official title)
Keith A. Bergman, Chairman

I, Keith A. Bergman, Chairman of the Board of Supervisors of the Lower Salford Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Lower Salford Township Board of Supervisors, held on the 1st day of October, 2025.

DATE: October 1, 2025

(Signature and designation of official title)
Keith A. Bergman, Chairman Board of Supervisors

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.



Richard C. Mast Associates, P.C. | *Consulting Engineers and Land Surveyors*

The Village at Lederach | 658 Harleysville Pike, Suite 150 | Harleysville, PA 19438 | 215-513-2100 | Fax 215-513-2101

September 26, 2025

Lower Salford Township
345 Main Street
Harleysville, PA 19438

ATTN: Mr. Michael Beuke, Director of Building and Zoning

**SUBJ: Carney Subdivision (862 Harleysville Pike) – Request for Waivers
Lower Salford Township, Montgomery County, PA
RCMA Project Number 3302**

Dear Mike:

We respectfully request the following Waivers from the Lower Salford Township Subdivision and Land Development Ordinance in conjunction with the above referenced Land Development Application. I have listed the section for each Waiver request along with an explanation of the request below.

Section 142-29.C.2, 142-41 Curbs, Stormsewers, Road Widening and Biketrails

A deferral is requested from installation of improvements, including sidewalks, curbs, storm sewers, and bike trails. The request is due to the simple nature of the Plan (no proposed roadways, sewer mains, water mains or road widening), and the physical constraints to the property (eight-foot high embankment, utility poles, and existing farmhouse).

Section 142-42.E.3. Street Trees.

A waiver is requested to allow six (6) existing trees to be utilized to satisfy the street tree requirement.

Please feel free to contact me if you have any questions.

Sincerely:

Richard C. Mast Associates, P.C.

By: Richard C. Mast, P.E., President

Cc: Mr. and Mrs. Carney

Q:\ProjectAdmin\3300 Series\3302 - Carney 862 Harleysville Pike\3 Files Sent\3 Originals\3302 C004-MBeuke (Waivers).docx

www.rcmaonline.com

Site Development • Land Subdivision • Land Planning • Boundary Survey • Construction Stakeout



Richard C. Mast Associates, P.C. | *Consulting Engineers and Land Surveyors*

The Village at Lederach | 658 Harleysville Pike, Suite 150 | Harleysville, PA 19438 | 215-513-2100 | Fax 215-513-2101

February 6, 2007

Last Revised: September 26, 2025

Lower Salford Township
379 Main Street
Harleysville, PA 19438-2391

ATTN: Mr. Joseph S. Czajkowski, Township Manager

**SUBJ: Clemens' Mill Land Development – Request for Waivers
Lower Salford Township, Montgomery County, PA
Project Number 2283**

Dear Joe:

I respectfully request the following waivers in conjunction with the above-referenced Land Development Application:

I. ROADWAY CONFIGURATION WAIVERS

Section 142-24.A Street Alignment

A waiver is requested to permit the site access driveway as designed with a horizontal curve of 66 feet whereas 150 feet is required. The less than required minimum radius curve is needed to minimize site fill due to the steep grades and to provide the minimum vehicle parking length for certain residential units. The access is relatively short and will provide access to only those along the driveway. Furthermore, the access shall be posted at 15 mph.

Section 142-24 Street Alignment

A waiver is requested to permit the site access driveway as designed with vertical curves recommended for a vehicle speed of 20 mph whereas greater than 20 mph is required. The access is relatively short and is expected to provide access to only those along the driveway. Furthermore, the access shall be posted at 15 mph.

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Section 142-24.D(5) Street Alignment

A waiver is requested to permit up to an 8% proposed grade for the site access driveway within 50' from the Main Street curbline (at intersections), whereas a maximum of 4% grade is required.

Section 142-19.E and 142-41 Sidewalk Standards

A partial waiver is requested from proposed sidewalks along a portion of one side of Chelsea Lane and Main Street adjacent to steep slopes and the stormwater management facility. All other sidewalks will be provided.

II. PROJECT SPECIFIC WAIVERS

Section 142-39 Maximum Permitted Lawn Grades

A partial waiver is requested to permit proposed grading in certain areas of the development to exceed a maximum slope of 4:1. 4:1 slopes have been provided to the greatest extent possible. However, due to the existing slope of the property and locations of proposed improvements, certain grades must be installed with grading steeper than 4:1 in order to blend back to existing conditions without encroaching unnecessarily on adjoining properties and/or valuable features such as trees. Specific locations include: (1) roughly 200 l.f. of 1:1 embankment adjacent to Chelsea Lane, and (2) in and around the front yard adjacent to the existing residential dwelling unit 17.

A waiver is requested to permit the proposed sidewalk along Main Street to slope away from the curb toward the right-of-way (into the site) whereas sidewalks should slope to the curb. The sidewalk is also proposed to be installed 6" lower than top-of-curb. This will alleviate steep grades otherwise necessary to reach existing grade on-site. Required 4:1 slopes are depicted and shall be noted to be installed within the right-of-way to ensure pedestrian safety. It should be noted that regardless of the impending application, relief would be necessary for anyone to install curbs and sidewalks along the property frontage due to existing structures and existing grades.

Section 142-41.F Sidewalks, Curbs, Storm Sewers and Bicycle Trails

A partial waiver is requested to permit internal sidewalks to be closer than three (3) feet to proposed curbs. Proposed sidewalks along Main Street are depicted at the required three (3) feet. An effort has been made to limit the cut and fill due to the existing project slopes. The additional 3' feet of width on each side of the internal street allows for proposed cuts and fills to return to existing grade quicker and with less fill. The internal drive speed will be posted with reduced speeds.

Section 142-41.M Sidewalks, Curbs, Storm Sewers and Bicycle Trails

A partial waiver is requested to permit a variable width proposed trail right-of-way within the site, whereas 25' wide is required. The right-of-way ranges between 12 and 16 feet wide. Due to the existing and proposed steep grades, as well as close proximity to dwellings, storm features and property lines, reasonable locations for the path trail are limited. 25' appears unnecessary. A Note on the Record Plan now indicates the Homeowner Association documents will grant access and use of the Chelsea Lane sidewalks for public egress between Main Street and the proposed trail.

Section 142-42.F(1)(a) Sidewalks, Curbs, Storm Sewers and Bicycle Trails

A waiver is requested to permit certain proposed and existing trees within 30 feet of the impoundment and emergency spillway as shown.

Section 142-42.F.(2)(e) Maximum Permitted Basin Grades

A waiver is requested to permit 3:1 basin side slopes whereas a maximum slope of 5:1 is required. 3:1 slopes are provided due to close proximity with the adjoining property and existing trees.

III. TYPICAL VILLAGE COMMERCIAL WAIVERS

Section 142-13.D Existing Features

A partial waiver is requested from showing existing features within 100 feet of the property except where required by the Township Engineer. Features within the Township Open Space affected by the walking path will be located as directed by the Township Engineer. Additional topography has been collected within the Township Open Space, along Main Street to the west of the site, and within the parking facilities on lands of H & G Properties, L.P. to the east of the site.

Section 142-13.D.(6)(a) Tree Identification

A partial waiver is requested from tree species identification for all trees to be removed. All trees on the property have been located and indicated as to their size and major classification (evergreen or deciduous). The applicant will identify all trees to remain.

Section 142-42.B.(1)(c) Definition of Preserved Tree

A waiver is requested from the definition of a preserved tree. It is requested to define trees “not preserved” as only those trees that will be removed as a result of construction. The total caliper inches of trees associated with this waiver is 122 (8" to 23").

Section 142-42.C Tree Replacement Requirements

A partial waiver is requested from the provision of replacement trees. A paved offsite walking path through township open space is proposed to be installed in-lieu of the remainder of the replacement trees. Twenty-four (24) proposed replacement trees, of ninety-four (94) required have been depicted along the proposed path through the township open space. Calculations have been submitted to the Township Engineer to verify that the cost of the trail exceeds the cost of the replacement trees.

Thank you for your cooperation and please feel free to call me if you have any questions or require additional information.

Sincerely:

Richard C. Mast Associates, P.C.

A handwritten signature in black ink, appearing to read "Richard C. Mast", is written over a horizontal line. The signature is enclosed within a hand-drawn oval.

By: Richard C. Mast, P.E.,

Cc: Jeffrey Clemens

