

ADDRESS: 502-04 S JUNIPER ST

Proposal: Demolish building owing to hardship; reconstruct building with addition

Review Requested: Final Approval

Owner: James Ernst

Applicant: James Ernst

History: 1830

Individual Designation: 12/31/1984

District Designation: None

Staff Contact: Kim Chantry, kim.chantry@phila.gov

OVERVIEW: This application proposes to demolish a three-story residential building at 504 S. Juniper Street, and the adjacent non-historic garage at 502 S. Juniper Street. The building at 504 S. Juniper Street is a small three-story detached trinity built about 1830. The house has been vacant for many years and is in very poor condition. The application also includes architectural plans for a new building to be constructed on the site, which are not fully developed yet, and which propose a reconstruction of the historic building with a four-story adjacent “addition.” James Ernst, the property owner who intends to reside at the reconstructed building, not a developer, submitted the application.

Section 14-1005(6)(d) of the historic preservation ordinance prohibits the Historical Commission from approving the complete demolition of a historic building unless the Historical Commission finds that issuance of the building permit is necessary in the public interest, or unless the Historical Commission finds that the building cannot be used for any purpose for which it is or may be reasonably adapted, i.e. that compelling the preservation of the building would cause the owner to suffer a “financial hardship.” In order to show that the building cannot be used for any purpose for which it is or may be reasonably adapted in order to justify a demolition, the owner must demonstrate that the sale of the property is impracticable, that commercial rental cannot provide a reasonable rate of return, and that other potential uses of the property are foreclosed. This application claims that the condition of the building and the cost to repair it prohibit a sale or reuse of the building. The financial hardship application will be reviewed by the Architectural Committee and Committee on Financial Hardship as well as the Historical Commission.

In late 2017, the Historical Commission and its advisory Architectural Committee reviewed an application for this property which proposed demolition of the rear wall and roof of the historic building, demolition of the non-historic garage, and construction of a four-story addition. At that time, the Historical Commission voted to deny the application pursuant to Standards 2, 9, the Roofs Guideline, and the prohibition against demolition, Section 14-1005(6)(d) of the historic preservation ordinance. The Architectural Committee, which recommended denial of the application, suggested that the applicant provide a letter from a structural engineer substantiating the demolition. In late 2018, the Architectural Committee reviewed a similar proposal which included the requested structural engineering reports. At that time, the Architectural Committee voted to recommend denial, pursuant to the Historical Commission’s denial of October 2017 and Standards 2 and 9, the Roofs Guideline, and the prohibition against demolition, Section 14-1005(6)(d) of the historic preservation ordinance. That application was withdrawn prior to review by the Historical Commission. In May 2022, the Architectural Committee reviewed an application that proposed complete demolition and included several engineering reports that recommended demolition of the building owing to its condition. At that time, the Architectural Committee voted to recommend denial of the demolition of the three-story building, pursuant to Standard 2 and the prohibition against demolition, Section 14-1005(6)(d) of the historic preservation ordinance, but approval of demolition of the adjacent non-historic one-story garage. That application was withdrawn prior to review by the Historical Commission. The Department of Licenses and

Inspections (L&I) issued Unsafe violations for this property in 2018 but has not since upgraded the condition to Imminently Dangerous.

The application includes an affidavit by the owner, a discounted cash flow and internal rate of return analysis, and multiple supporting documents. The financial analysis looks at four scenarios: rehabilitate and rent the existing structure; leave the building in its existing uninhabitable condition; demolish the structure and sell the cleared lot; and demolish the structure and construct a larger residence that covers the full lot.

The first scenario, to rehabilitate and rent the existing structure, utilizes two different renovation costs, a seemingly high \$691 per square foot, and a more reasonable \$309 per square foot. Given the poor condition of the building, the \$691 per square foot cost may be reasonable, but even when using the lower \$309 per square foot renovation cost, the analysis predicts a negative cash flow through its first decade with a net present value of negative \$111,879. The staff questions the applicability of this scenario, however, given that other documentation in the application claims that the building is unable to be rehabilitated owing to its condition. For the second scenario, to do nothing with the current structure and leave it uninhabitable and therefore unable to rent or sell, the analysis predicts a negative cash flow through its first decade with a net present value of negative \$235,589. This scenario notes that the property has been listed for sale several times over the last few years and no offers have been received to purchase the property in its current condition. The third scenario assumes that the building can legally be demolished but with the Historical Commission disallowing new construction on the property, which results in a negative net present value. The application claims that this scenario would constitute a “taking.” This scenario does not need to be part of the consideration. The fourth scenario, to demolish the building and build a larger rentable building, proposes the project that the property owner would like to undertake. This scenario results in a net present value of \$667,886.

The application includes two engineer’s reports that conclude that the building at 504 S. Juniper Street is severely deteriorated and suffers from structural defects. The application also includes two letters from contractors that conclude that the masonry structure is unable to be repaired. The application concludes with new construction plans for the site, which show the owner’s intent to reconstruct the historic building using new materials while also constructing a four-story structure on the adjacent half of the lot in order to have a new residential property with sufficient square footage for his family.

STAFF RECOMMENDATION:

The staff recommends that the Historical Commission:

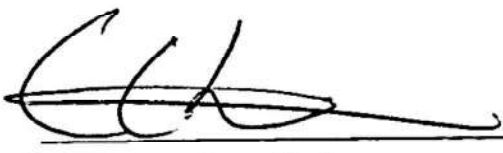
- acknowledge that the complete demolition of the designated resource triggers the demolition prohibition in Section 14-1005(6)(d) of the historic preservation ordinance. For the Historical Commission to approve the complete demolition, the applicant must demonstrate that the demolition is necessary in the public interest or that the building cannot be used for any purpose for which it is or may be reasonably adapted;
- find that the financial analysis demonstrates that the building cannot be used for any purpose for which it is or may reasonably be adapted; and,
- approve the application, pursuant to Section 14-1005(6)(d) of the historic preservation ordinance.

504-502 S Juniper St
Affidavit re: Financial Hardship

1. The Property (502-504 S Juniper St, Philadelphia, PA 19147) was purchased from William H. Lublin and James J. Walsh on September 12th, 2016 for a purchase price of \$365,000. At no time have I, James Ernst, ever shared either familial or business relationships with the previous owners Mr. Lublin and Mr. Walsh. They were unknown to me at time of purchase.
2. The assessed value of the property is \$550,800. A copy of the Philadelphia Office of Property Assessment is attached. No appraisal of the property has ever been obtained by me.
3. The Property was vacant, unoccupied and had been for many years at the time it was purchased by me; that condition has not changed. Real Estate taxes for 2022 and 2023 were \$6230.51 and \$7780.09, respectively. The property has never produced revenue or cash flow. Total gross income from the property is zero. There are no operating costs to the property itself. There has been no maintenance expenses for the last two years. The current annual debt service is \$21693.72. The property has not been depreciated and produces no additional tax write-offs.
4. The property was listed with Berkshire Hathaway on April 4th, 2018, the Listing Agreement was for 180 days and was extended under the same term for an additional 180 days. We received no offers on the property. It was again listed for sale on March 22, 2023 with Maxwell Realty Co. and again listed with Maxwell Realty on February 3rd, 2024. We have received no offers from these listings as well. We had one informal offer made by the owner of the adjacent real estate firm on the corner of Juniper and Lombard. She wanted to split the lots and only purchase the 502 lot to use as parking for her building. She offered \$100,000 in an informal conversation with our realtor, but never made a formal offer.
5. All other potential profitable and/or adaptive uses for the property are foreclosed until a safe resolution to the structural issues of the building on lot 504 is delineated.

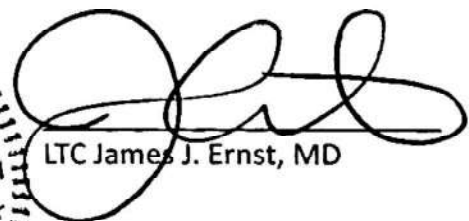
I, James J Ernst, hereby affirm that I am the owner of 504-502 S Juniper St in Philadelphia, PA and that the statements set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Sworn to and subscribed before me
this fifth day of February, 2024:


Cristian A. Castro, LIC, USA

RAMSTEIN AB
GERMANY




LTC James J. Ernst, MD

Feb 3rd, 2024

Mr. Jon Farnham, Ph.D., Executive Director
Philadelphia Historical Commission
1515 Arch Street - 13th Floor
Philadelphia Pennsylvania 19107

Re: 502-504 S. Juniper St.

Dear Mr Farnham as well as the rest of the staff and associated committee members of the Philadelphia Historic Commission:

My name is James Ernst, I am currently serving in the United States Army, at the rank of Lieutenant Colonel, in Landstuhl, Germany, where I have been stationed since June of 2019. I am the current owner of 502-504 S. Juniper St, an individually listed building on Philadelphia's Historic Register. Attached to this cover letter is a narrative summary of my ownership of the property at 502-504 S. Juniper outlining the difficulties I have had as an owner who first attempted to rehabilitate and restore this historic property, has attempted every means available to me to maintain it and now, with this application, will attempt to demolish it. In addition to that narrative summary, a document outlining my contractors' concerns and the difficulties they are facing in attempting to rehabilitate this property is also provided. These items are attached simply to satisfy the questions of committee and board members that they may have about certain choices that have been made during this process, as well as the length of time it has taken to procure a workable solution to the many problems posed by the condition of this building.

The property in question, as the address would imply, is actually made up of what was formerly two lots, 502 and 504 S. Juniper. On the 504 lot is a historically designated, 3-story, brick, residential home (commonly referred to as a trinity) that was estimated to have been built in the 1830s. The 502 lot contains a modern, non-historic brick and wood garage. These two lots were originally part of a larger complex of buildings that comprised much of the area between this Juniper St and Lombard St intersection and Broad Street to the West. The other remaining buildings, including the main house which sits on the corner of Lombard and Juniper St are not listed as historic.

There is no evidence of any historical figure, or person of significance associated with the property. It was not designed by a known architect who contributed significantly in any meaningful historical sense. It is not associated with any events of historical importance. It does not feature any elements of design or details that represents significant innovation. It is not part of a square or park. It has no anticipated archeological significance. It is, in fact, and has been for quite some time an active blight on the street where it resides for many decades as an abandoned building in a state of total disrepair. This is simply an old building that happens to have construction and design features typical of the era in which it was erected. There is

little to no information available in the record on the property, its history or its nomination process that determined it to be historic, so I will defer to the Historic Commission on their expertise and understanding of how those factors effect this application.

At the time of my purchase the building had been vacant for decades and was in a state of total disrepair. The foundation was shifting due to footings made of stone rubble which was noticeably effecting the integrity of the masonry outer structure of the building. The brick work required substantial repairs and renovations, to include the removal of many of the bricks that were damaged beyond repair. The rear brick wall appeared to be partially collapsing. The interior wood framing was completely rotted and suffering from insect damage. The floor joists were largely unsupported. The roof structure was rotting and was actively collapsing.

Despite this, my intention upon purchasing this property in October of 2016 was the full restoration of the historic 3-story building on 504, along with the demolition of the non-historic garage on lot 502, with subsequent building of an addition to be attached to the historic structure on 504. This would have allowed the building to provide a space consistent with modern expectations of a home as well as provide additional structural support to the historic building. To note, the livable, interior square footage of the 3 story building is incredibly small (less than 500 sq feet).

However, since that time, through discussions with multiple structural engineers and contractors in the city of Philadelphia, it was determined that the building and its underlying structural elements were not capable of being fully and safely restored without first demolishing the outer brick structure and rebuilding it in full. With the roof, wood framing, floors and footings all, additionally, requiring full replacement, this was no longer a restoration, but rather a total rebuild.

Unfortunately, there exists no clear legal remedy specifically for such a situation as the Philadelphia Code governing historic properties explicitly forbids demolition, leaving only "in the public interest" and "financial hardship" as avenues to pursue for exceptions to this prohibition on demolition (of which taking the brick walls down entirely, along with every other structural element of the building, even as part of an attempt to rebuild the structure, is considered).

However, as I believe this application will clearly show, this property meets the standard for financial hardship. The written reports from structural engineers in combination with the letters from contractors will show that restoration is not possible to proceed safely due to the current combined state of the individual structural elements that make up the building. The financial analysis presented by Sean Heberling, CFA shows conclusively that, even if you assumed the restoration of these elements were possible at a reasonable cost, that there exists no path towards any financial return on this investment, regardless of what reuse options are explored. And, the fact that the building has been listed for sale repeatedly since April of 2018, without receiving a single offer, despite multiple price drops, including most recently to an

asking price of \$425k which would represent a substantial loss on our investment in this property, should show that the sale of the property has been attempted in good faith and is not feasible as things currently stand. This is by definition, as outlined in Sections 14-1005(5)(b) and (6)(d) of the Philadelphia Code and Section 9 of the Rules & Regulations of the Philadelphia Historical Commission, a Financial Hardship.

Considering the weak case for classification under the current criteria for designation, along with the evidence of the severe structural issues with the property, the subsequent difficulty in safely attempting the restoration, combined with the clear financial analysis of Mr Heberling, I respectfully urge the committee to approve this request for demolition due to financial hardship. In addition, I have committed to working with the current Historic Commission staff to ensure that the original structure will be replaced with a single family residence that is respectful, sympathetic and aesthetically consistent with regards to the historic building it is replacing and the value that those aesthetics provide to the surrounding community, while also providing a functional living space both in size and structural integrity.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Ernst', with a large, stylized loop at the end.

James J Ernst, MD
LTC, MC, USA
LRMC
Landstuhl Regional Medical Center

502-504 S. Juniper St.
A Narrative Summary of the Current Owner's Attempts to Restore the Property

My name is James Ernst. I am a US Army soldier currently deployed abroad in Germany. 7 years ago, my mother was going through a particularly devastating divorce while simultaneously battling breast cancer. Due to her tenuous financial situation following the divorce, my mother was unable to secure a loan for her own house. As her son, I stepped in to assist her in securing a mortgage so that she would have a place to live that she could call her own.

Due to her financial situation we were looking for a building that was a "fixer-upper," that we could renovate, hoping to provide her a place to live and eventually a return on my investment in her home. We settled on 502-504 S. Juniper St. The building appeared to need significant work, if not a full rebuild. We engaged with an architect who assured us that securing permits to do the necessary work or even the demolition, should it be deemed unsafe, even in spite of it being listed on the registry of historical properties, would not be a problem.

The building on lot 504 was, in fact, a designated historical property. Something I knew little to nothing about at that time. As such, I immediately engaged with the Historic Commission, specifically Randal Baron. I expressed to Mr Baron at this time that I was very passionate about maintaining the historic look and feel of the City of Philadelphia and that I was excited to work with him to achieve a proper historic appearing building that could be used by my family in what was now an otherwise abandoned and unusable structure.

At Mr Baron's insistence we hired an architect to create plans (both sight elevations and floor plans), at great cost to myself (in excess of \$60,000 total), in which Mr Baron would assist the architect in developing plans that would be agreeable to the Historic Commission. After months of back and forth, we settled on plans that Mr Baron assured us would be approved and went as far as to sign his name in pen, physically, to the plans we had developed.

These initial plans were developed in a manner to secure, refurbish, restore and maintain the existing structure (a 3 story trinity that no longer meets the standard, acceptable dimensions for a home on its own) while adding on a 4-story addition in the adjacent lot (502) where only a hastily built, shack of a garage now stands and for which the Historic Commission had no preservation concerns. At the full committee meeting where these plans were submitted for approval, they were subsequently denied at great shock to us considering the lengthy and costly process we had undertaken with Mr Baron where he assured us that these plans would be approved.

I was not present at this meeting as I was deployed to Kuwait/Iraq at that time. However, my mother was there on my behalf. When she attempted to approach Mr Baron regarding the failure of our plans to pass through the committee, he ran away from her and locked himself in a bathroom and refused to come out.

In deciding how to proceed after spending so much money on a path that was now apparently closed, we first took steps to assess the structural integrity of the building and

any work that might need to be done in the intermediary. It quickly became clear that structural elements of the building were far worse than we had anticipated. The roof and rear wall were actively collapsing. The star bolts were not properly secured to anything within the building's structure, causing the building's front wall to precariously bow forward. A condition that noticeably worsened in just the first 6 months to a year that we owned the property and were largely tied up creating architectural plans with Mr Baron. The bricks, that had previously been hidden behind dry wall, were in such poor condition that when you touched them with your hands they turned to sand and crumbled (please see attached addendum regarding the bricks as well as the statement from WM Proud Masonry Restoration Company, INC). There was little to no wood framing within the structure, and what did remain had been severely damaged by years of exposure to water and insect infestation. The wooden floor joists were completely rotted. The roof structure was full of vermin and rot. The chimney structure had already collapsed partially. The footings were simply stone rubble which had occasionally shifted and further stressed this already tenuous structure. As one contractor put it to me, "This building is a house of cards. It's just a brick rectangle only being held up by itself. I'd be scared to remove a window from this place, let alone the roof...the whole structure will probably collapse the moment you take anything out."

We immediately engaged with contractors from around the city to see if anything could be done to secure and shore up the structural integrity of the building. Every contractor said the same thing. 1) The structure itself was unstable owing to the faulty footings and deteriorating materials used in its construction. With the front wall bowing out it would be a precarious endeavor to remove the many bricks that were no longer in good enough condition to even be repaired. 2) Many of the bricks are in such bad shape and are so soft and brittle, from a combination of years of water damage and faulty repair techniques, that even though they appear solid, there is simply no way to secure the building without replacing the majority of the bricks themselves. Essentially, the entire building (roof, brick walls, internal wood framing, floors, etc) needed to be brought down and rebuilt from the ground up with new materials.

All of the contractors and structural engineers that I approached about attempting to restore this structure expressed doubts to whether that was possible and many refused outright to take the job, citing liability concerns. I had many structural engineers tell me they had no interest in designing the plans for a restoration project on this building, because they felt its collapse during the project regardless of whatever protective measures they designed, was of high likelihood and that they would be held liable for anything that happened while instituting their plans. A common refrain from contractors was that there was so much construction in this city and plenty of jobs to be had that there was no reason for them to take on a job like this that came with so much risk. As such I spent a considerable amount of money and time in the early years of owning this property on internal work done at the property that could help prevent the rear wall and roof from collapsing. Up until now, that work has held the property together.

When we brought up these concerns to Mr Baron, we were explicitly threatened. Mr Baron told us, and I quote, "If you attempt any path forward that results in bringing this building down, I will make your life a living hell and you will rue the day you ever crossed me or this office." Following this conversation we immediately hired a lawyer to guide us through all future endeavors regarding this building.

We secured over the years, three separate structural engineer reports all that come to the same conclusion, that the building is not safe, the structure is not sound, the roof, wood framing, floors, and brick walls all needed to come down and be rebuilt and, ultimately, the building poses an imminent threat to the local community and needs to be demolished immediately to prevent catastrophic collapse. We obtained written letters of concern from contractors that expressed legitimate issues dealing with the safety of construction personnel that would perform any work that could be done to secure the property, as well as written statements from restoration experts that claimed that it was not physically possible to restore these bricks, and, the building needed to be rebuilt with new bricks from the ground up.

These concerns, the structural engineering reports, the letters from architects and contractors, were not sufficient to convince the commission that there was an imminent threat to public safety as L&I had not upgraded the designation from unsafe to imminently dangerous. And, judging by the minutes from the last hearing with my lawyer and the committee, it appeared we were being accused of demolition by neglect, an accusation that I am vehemently opposed to. This building has not been neglected. Neglecting something implies that you are willfully and intentionally refusing to provide the necessary care to something. I have tried every avenue available to me to restore this property. It is simply impossible to restore at this time owing to the deterioration of every single structural element that comprises it and the contractors in the City of Philadelphia being unwilling to even take the job if it doesn't involve first demolishing the bricks that encase it. The bricks are too brittle to be repaired and cannot support new roofing, or even the other bricks and surrounding structure itself. All of the original bricks need to be removed in full and replaced with new bricks. Essentially the building must be rebuilt from the ground up.

To ensure that this is, in fact, the case, I have gone so far as to reach out to both L&I and the Historic Commission staff asking for recommendations of who in this city could restore and secure this structure's brick work. L&I does not respond to any requests for help in how to secure this building. The Historic Commission staff, particularly Kim Chantry have been incredibly gracious in providing me the Historic Commissions recommended contractor for such work, WM. Proud Masonry Restoration Company, INC. The vice president of the company, Mr. Gary Martin, subsequently put in writing that such work was not possible on this building and that the building needed to be demolished as it was structurally unsound. As such, I feel I am being held accountable for not performing work that every contractor in the city, that I have been able to get to the property, has deemed physically impossible.

Many of these endeavors (ie getting contractors and structural engineers, to examine the property, creating architectural plans, instituting measures to help improve the structural integrity of the building, obtaining permits and scheduling meetings with various city commissions) have experienced delays owing to the fact that the year after purchasing the property I was deployed to Iraq and spent the majority of the following year in a desert hut with limited internet access, our architect suddenly was forced to retire due to health issues, shortly after my return from deployment I was moved to Germany, and less than a year after arriving in Germany the covid-19 pandemic started, further complicating our ability to timely achieve almost any task as it related to the property.

It was recommended to me at one point that I should simply sell the property to someone who respects the historic nature of the property and is willing to spend the money necessary to restore it. Again, I resent this classification as I am extremely respectful of the need to preserve historically important or classically representative structures in this city. I have offered to work hand in hand with the Historic Commission to design a building that fits those criteria while providing an adequate space for life, and I've even gone as far as offering the Historic Commission the opportunity to design the outward appearance of the building themselves at my full expense. I've spent 7 long years and nearly half a million dollars attempting to find a realistic solution to this problem that gives the Historic Commission the type of property that they want to see maintained in this great city. And, finally, I have tried to sell this property. It has been listed for sale for multiple years and we have not received a single offer. Every buyer knows that this property is not only worthless, but a never-ending money pit that puts the owner at tremendous liability for as long as it is held up in this catch-22 situation where it must be restored because it is historic, and the only way to restore it is by first removing/ demolishing the original defective bricks, but where it cannot be demolished because it's listed as historic.

The only path towards any resolution that would allow for a realistic solution that is outlined in the laws governing this process, is the exception granted for financial hardship connected with our plans to demolish the unstable and unsafe property on lot 504. As early as January, 2018 I instructed my lawyer to pursue this path, I collected all the information required in the Rules & Regulations of the Philadelphia Historic Commission, to do so and provided it to him. As far as I was aware this was what he was working on during the following year. When the pandemic struck, my lawyer informed me that all city offices were shut down and that this would have to be tabled until they reopened. It was not until I requested the minutes from those eventual meetings and discussed this with the current Historic Commission staff that I discovered that 1) the commission was continuing to hold meetings regularly during the pandemic via zoom, and 2) that my lawyer had essentially presented the same case he had already presented twice before, and had never pursued the financial hardship as he had been instructed to do. This is why he was subsequently relieved of his duties as my representation and why I am here representing myself today.

As such, contained in this packet for your consideration are my plans to demolish this property on lot 504, as well as the, non-historic attached garage on lot 502, along with our architectural plans to eventually replace those structures with a single family home, where my family and I will reside when I return from my military service in 2025.

I am not a big money developer doing this to make a quick buck. I'm not planning on putting up some hideous, modern building with vinyl siding. I love the City of Philadelphia. I love the historic buildings that make it such a beautiful and unique American city. And, more than anything I want to contribute positively to that community. And, I'm willing to do anything I can to create a safe home on this lot that respects the historic aesthetics of the one that had become an impossible to restore structure before I ever purchased it due to decades of neglect that preceded my ownership.

I have spent considerable money and effort attempting to secure these crumbling facades, powdering bricks and a collapsing roof. But, no definitive fix to the structural

integrity of the building is feasible without addressing the need to remove and replace the unstable outer walls and the bricks that comprise them first. Unfortunately, the building's structure appears to now be shifting once again causing bricks to fall to the sidewalk below endangering those who walk beneath it.

I apologize to the commission for all the mistakes I've made along the way, learning this process as I go and for the many delays that have been experienced in the lead up to today. Hopefully this hearing will provide a definitive path forward.

A handwritten signature in black ink, appearing to read 'J. Ernst', with a large, stylized loop at the end.

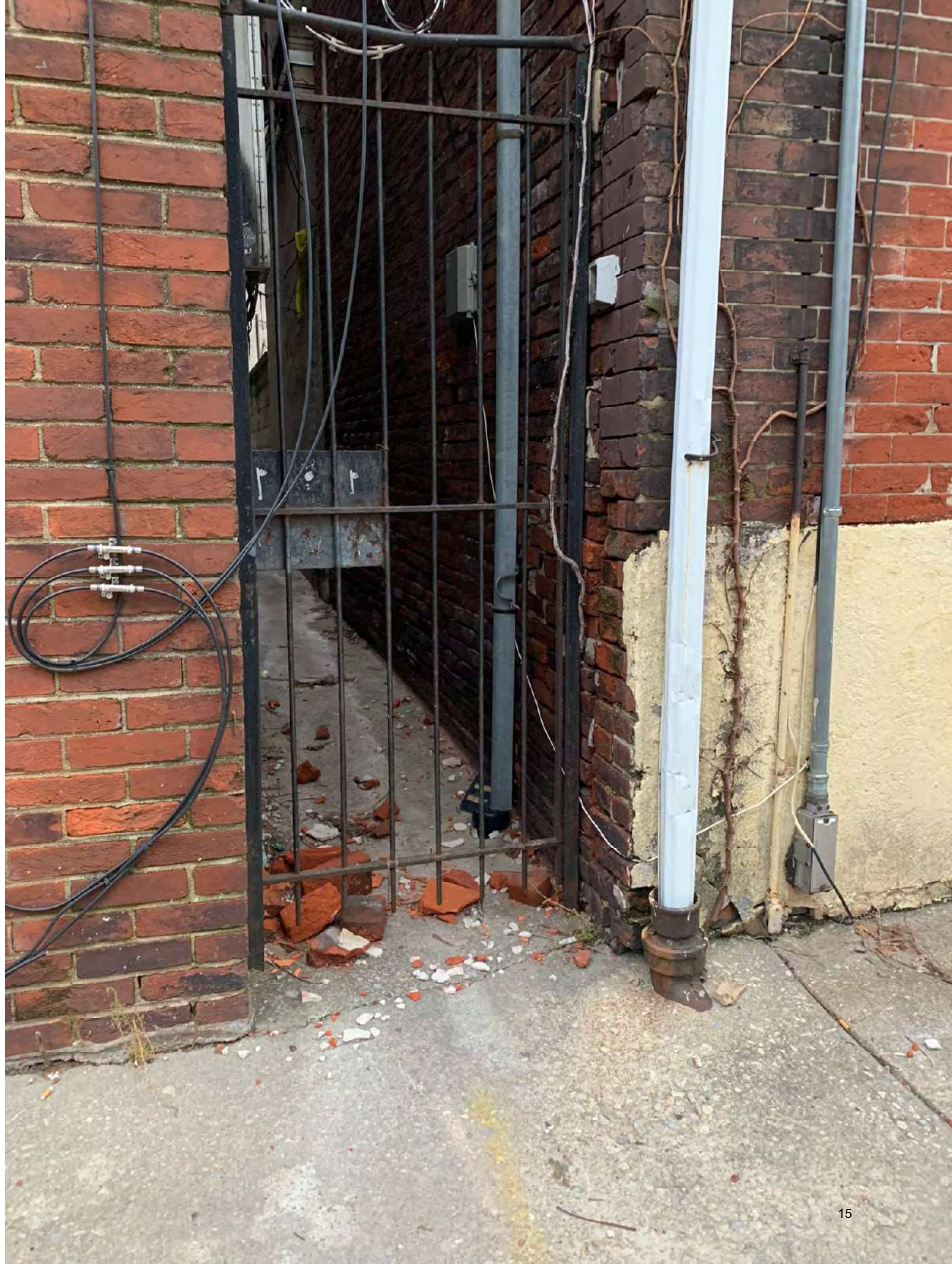
LTC James J Ernst
MD, USA, MC
LRMC
Landstuhl Germany





Maxwell Realty Co., Inc.
For Sale
215-546-6000
www.MaxwellRealty.com
Nancy Alperin-Regni
215.620.0099





Discounted Cash Flow and IRR Analysis for **502-504 S Juniper St**

Property Owner Financial Hardship Justification for
Philadelphia Historical Commission

February 2024

**MARION
STREET
CAPITAL**



Recommendation

The Philadelphia Historic Commission should permit the property's owner to either

- a. Demolish the existing structure and to build a de novo one with greater inhabitable space, OR
- b. rehabilitate the existing structure with modifications to increase inhabitable space, AND

Earn a fair economic return upon rent/sale of the property and thus avoid financial hardship.

Conclusions from Financial Analysis (1/2)

Scenario 1, Rehabilitate Inhabitable Space

| At Quoted \$691/sqft Renovate Cost | At \$309/sqft Renovate Cost |
|------------------------------------|---|
| NPV: (\$404,028) | NPV: (\$111,879) |
| Levered IRR: NM | Levered IRR: -3.8% |
| Unlevered IRR: -2.6% | Unlevered IRR: 1.5% (<4.1% 10yr UST rate) |

Scenario 2, Do Nothing and Leave Uninhabitable

| |
|---|
| NPV: (\$506,913) |
| Property Received ZERO Offers After 5 Years in the Market |

Conclusions from Financial Analysis (2/2)

Scenario 3, Demolish and Not Rebuild

At Quoted \$28K Cost of Demolition

NPV: (\$198,661)

Scenario 4, Rehabilitate and Rent Larger Inhabitable Space

At Quoted \$619K Cost of Demolition + Construction of Larger Rentable Area

NPV: \$667,886

Levered IRR: 20.4%

Unlevered IRR: 12.9%

Major Assumptions for Each Scenario (1/2)

Scenario 1, Rehabilitate Inhabitable Space

| Assumptions | |
|-----------------------------|--|
| Inflation: 2.4% | Annual Property Appreciation: 3.1% |
| Discount Rate for NPV: 6.5% | Renovation Loan: \$591,250 (\$690.71psf * 856sqft) |
| Vacancy Rate: 5.6% | Interest Rate on Renovation Loan: 6.0% |

Scenario 2, Do Nothing and Leave Uninhabitable

| Assumptions |
|---|
| \$400,883 Estimated Value of Building Fully Depreciated by 2030 |
| \$114,160 Estimated Value of Land appreciates at 3.1% annually |

Major Assumptions for Each Scenario (2/2)

Scenario 3, Demolish and Not Rebuild

| Assumptions |
|--------------------------------|
| Cost of Demolition: \$28K |
| Same assumptions as Scenario 2 |

Scenario 4, Rehabilitate and Rent Larger Space

| Assumptions | |
|--|--|
| Inflation: 2.4% | Terminal Value of Renovated Property (\$731K for 642 sqft) Proportionally Increases with Increase in Rentable Area (\$2.8MM for 2,465 sqft) |
| 4.2% Vacancy Rate, 25% lower than the 5.6% rate used on other scenarios due to “new construction” | Demolishment + Rebuild Loan: \$619K |
| Discount Rate: 6.5% 30-Year Mortgage Rates for Single-Family Homes in Zip Code 19147 Sourced from Bankrate | Loan Interest Rate: 6.0% |

Financial Hardship:

Scenario 1 - Rehabilitated and Rented

If the existing property were rehabilitated and rented/sold in its current form with no change to its rentable size, it would not generate an economic return for its owner whether the rehab cost were financed wholly in cash or with debt at current market rates, and thus this option represents financial hardship for its owner.

| At Quoted \$691/sqft Renovate Cost | At \$309/sqft Renovate Cost |
|---|--|
| Renovation with Financing: NPV: (\$404,028) IRR: Not Meaningful | Renovation with Financing: NPV: (\$111,879) IRR: -3.8% |
| Renovation with NO Financing: IRR: -2.6% | Renovation with NO Financing: IRR: 1.5% (<4.1% 10yr UST rate) |

Financial Hardship:

Scenario 2 - Left Uninhabitable

If the property were left in its current condition, its owner could not rent it nor sell it, it would incur carrying costs (property taxes, etc.), and thus this option represents financial hardship for its owner.

- NPV = (\$235,589)
- The property has been intermittently listed over the past 5 years and has received ZERO offers
- Lots in Zip Code 19147 have been on the market for an average of 248 days with several re-listings for lower prices

Financial Hardship:

Scenario 3 - Demolish but Not Rebuild

If the PHC permits the property's owner to demolish the property he purchased for \$365K, but not to rebuild an inhabitable property, the \$28K cost of demolition and the estimated \$154,917K resale value of land on which an inhabitable structure could not be built would not justify the cost of demolition, and thus this option represents financial hardship for its owner.

- NPV = (\$198,661)

Recommendation:

Scenario 4 - Demolish and Rebuild Larger Rentable Area

If the PHC permits the property's owner to demolish the property he purchased for \$365K and to rebuild a larger rentable area, the project would yield the property owner an NPV of \$667,886 and a Levered IRR of 20.4%, thus demonstrating the optimal economic option for the property owner.

APPENDICES

Scenario 1

- \$691psf renovation cost
 - DCF
 - Unlevered and levered IRR calculations
- \$309psf renovation cost
 - DCF
 - Unlevered and levered IRR calculations

Scenario 2

- DCF

Scenario 3

- NPV calculation

Scenario 4

- DCF
- Unlevered and levered IRR calculations

Support for Major Assumptions

- Rental Rates for Neighboring Properties
- 19147 Land Prices
- Estimated OpEx as % of Rental Revenue
- 30-Year Mortgage Rates for 19147 Single Family Properties
- List of Sources

- SCENARIO 1 -

502-504 Juniper Street
Discounted Cash Flow Analysis: Scenario 1, \$691psf Renovation Cost
For the Period 2024 - 2033

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Estimated gross revenue | \$ 14,223 | \$ 14,561 | \$ 14,908 | \$ 15,263 | \$ 15,626 | \$ 15,998 | \$ 16,378 | \$ 16,768 | \$ 17,167 | \$ 17,576 |
| Residential | \$ 14,223 | \$ 14,561 | \$ 14,908 | \$ 15,263 | \$ 15,626 | \$ 15,998 | \$ 16,378 | \$ 16,768 | \$ 17,167 | \$ 17,576 |
| <i>Less: Vacancy</i> | <i>\$ (796)</i> | <i>\$ (815)</i> | <i>\$ (835)</i> | <i>\$ (855)</i> | <i>\$ (875)</i> | <i>\$ (896)</i> | <i>\$ (917)</i> | <i>\$ (939)</i> | <i>\$ (961)</i> | <i>\$ (984)</i> |
| Residential | \$ (796) | \$ (815) | \$ (835) | \$ (855) | \$ (875) | \$ (896) | \$ (917) | \$ (939) | \$ (961) | \$ (984) |
| <i>Less: Commission Fees</i> | <i>\$ (1,422)</i> | <i>\$ (1,456)</i> | <i>\$ (1,491)</i> | <i>\$ (1,526)</i> | <i>\$ (1,563)</i> | <i>\$ (1,600)</i> | <i>\$ (1,638)</i> | <i>\$ (1,677)</i> | <i>\$ (1,717)</i> | <i>\$ (1,758)</i> |
| Residential | \$ (1,422) | \$ (1,456) | \$ (1,491) | \$ (1,526) | \$ (1,563) | \$ (1,600) | \$ (1,638) | \$ (1,677) | \$ (1,717) | \$ (1,758) |
| Estimated net revenue | \$ 12,004 | \$ 12,290 | \$ 12,582 | \$ 12,882 | \$ 13,188 | \$ 13,502 | \$ 13,823 | \$ 14,152 | \$ 14,489 | \$ 14,834 |
| <i>Operating Expenses</i> | <i>\$ (12,853)</i> | <i>\$ (12,973)</i> | <i>\$ (13,097)</i> | <i>\$ (13,223)</i> | <i>\$ (13,353)</i> | <i>\$ (13,486)</i> | <i>\$ (13,621)</i> | <i>\$ (13,760)</i> | <i>\$ (13,903)</i> | <i>\$ (14,049)</i> |
| Residential | \$ (5,073) | \$ (5,193) | \$ (5,317) | \$ (5,443) | \$ (5,573) | \$ (5,706) | \$ (5,841) | \$ (5,980) | \$ (6,123) | \$ (6,268) |
| Property taxes | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) |
| Net operating income | \$ (849) | \$ (684) | \$ (515) | \$ (342) | \$ (165) | \$ 16 | \$ 202 | \$ 392 | \$ 586 | \$ 786 |
| Loan payments (principal+interest) | \$ (42,989) | \$ (49,084) | \$ (49,084) | \$ (49,084) | \$ (49,084) | \$ (49,084) | \$ (49,084) | \$ (49,084) | \$ (49,084) | \$ (49,084) |
| Terminal year loan principal repayment | | | | | | | | | | \$ (603,773) |
| Initial cash equity investment | \$ (186,012) | | | | | | | | | |
| Discretionary Cash Flow | \$ (229,850) | \$ (49,767) | \$ (49,599) | \$ (49,426) | \$ (49,249) | \$ (49,067) | \$ (48,882) | \$ (48,692) | \$ (48,497) | \$ (652,071) |
| Property Value | | | | | | | | | | \$ 731,554 |
| Project Net Present Value | \$ (404,028) | | | | | | | | | |
| YE24 value of discretionary cash flow | \$ (795,493) | | | | | | | | | |
| YE24 value of terminal property value | \$ 391,464 | | | | | | | | | |
| | <div> <div>Levered IRR</div> <div>NM</div> </div> <div> <div>Unlevered IRR</div> <div>-2.6%</div> </div> | | | | | | | | | |

Notes:

[1] Estimated using the forecasted 2024 property value growth rate of 3.1% as an annual growth rate from 2024 to 2033

[2] Not Meaningful because the cash flows for every year are negative

Scenario 1: Estimated Project Levered and Unlevered IRR, \$691psf Cost

502-504 Juniper Street
Scenario 1: Estimated Project Levered and Unlevered Internal Rate of Return ("IRR"), \$691psf Cost
As of February 1, 2024

| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------|
| Discretionary Cash Flow (Including Initial Equity) | \$ - | \$ (229,850) | \$ (49,767) | \$ (49,599) | \$ (49,426) | \$ (49,249) | \$ (49,067) | \$ (48,882) | \$ (48,692) | \$ (48,497) | \$ (652,071) |
| Estimated terminal property value | - | | | | | | | | | | 731,554 |
| Total | \$ - | \$ (229,850) | \$ (49,767) | \$ (49,599) | \$ (49,426) | \$ (49,249) | \$ (49,067) | \$ (48,882) | \$ (48,692) | \$ (48,497) | \$ 79,483 |
| Levered IRR | NM | | | | | | | | | | |
| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
| Unlevered Discretionary Cash Flow (Including Initial Equity) | \$ (956,250) | \$ (849) | \$ (684) | \$ (515) | \$ (342) | \$ (165) | 16 | 202 | 392 | 586 | 786 |
| Property value | - | | | | | | | | | | 731,554 |
| Total | \$ (956,250) | \$ (849) | \$ (684) | \$ (515) | \$ (342) | \$ (165) | 16 | 202 | 392 | 586 | 732,340 |
| Unlevered IRR | -2.6% | | | | | | | | | | |

Notes:

[1] Estimated using the forecasted 2024 property value growth rate of 3.1% as an annual growth rate from 2024 to 2033

[2] Not Meaningful because the cash flows for every year are negative

502-504 Juniper Street
Discounted Cash Flow Analysis: Scenario 1, \$309psf Renovation Cost
For the Period 2024 - 2033

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Estimated gross revenue | \$ 14,223 | \$ 14,561 | \$ 14,908 | \$ 15,263 | \$ 15,626 | \$ 15,998 | \$ 16,378 | \$ 16,768 | \$ 17,167 | \$ 17,576 |
| Residential | \$ 14,223 | \$ 14,561 | \$ 14,908 | \$ 15,263 | \$ 15,626 | \$ 15,998 | \$ 16,378 | \$ 16,768 | \$ 17,167 | \$ 17,576 |
| <i>Less: Vacancy</i> | <i>\$ (796)</i> | <i>\$ (815)</i> | <i>\$ (835)</i> | <i>\$ (855)</i> | <i>\$ (875)</i> | <i>\$ (896)</i> | <i>\$ (917)</i> | <i>\$ (939)</i> | <i>\$ (961)</i> | <i>\$ (984)</i> |
| Residential | \$ (796) | \$ (815) | \$ (835) | \$ (855) | \$ (875) | \$ (896) | \$ (917) | \$ (939) | \$ (961) | \$ (984) |
| <i>Less: Commission Fees</i> | <i>\$ (1,422)</i> | <i>\$ (1,456)</i> | <i>\$ (1,491)</i> | <i>\$ (1,526)</i> | <i>\$ (1,563)</i> | <i>\$ (1,600)</i> | <i>\$ (1,638)</i> | <i>\$ (1,677)</i> | <i>\$ (1,717)</i> | <i>\$ (1,758)</i> |
| Residential | \$ (1,422) | \$ (1,456) | \$ (1,491) | \$ (1,526) | \$ (1,563) | \$ (1,600) | \$ (1,638) | \$ (1,677) | \$ (1,717) | \$ (1,758) |
| Estimated net revenue | \$ 12,004 | \$ 12,290 | \$ 12,582 | \$ 12,882 | \$ 13,188 | \$ 13,502 | \$ 13,823 | \$ 14,152 | \$ 14,489 | \$ 14,834 |
| <i>Operating Expenses</i> | <i>\$ (12,853)</i> | <i>\$ (12,973)</i> | <i>\$ (13,097)</i> | <i>\$ (13,223)</i> | <i>\$ (13,353)</i> | <i>\$ (13,486)</i> | <i>\$ (13,621)</i> | <i>\$ (13,760)</i> | <i>\$ (13,903)</i> | <i>\$ (14,049)</i> |
| Residential | \$ (5,073) | \$ (5,193) | \$ (5,317) | \$ (5,443) | \$ (5,573) | \$ (5,706) | \$ (5,841) | \$ (5,980) | \$ (6,123) | \$ (6,268) |
| Property taxes | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) |
| Net operating income | \$ (849) | \$ (684) | \$ (515) | \$ (342) | \$ (165) | \$ 16 | \$ 202 | \$ 392 | \$ 586 | \$ 786 |
| Loan payments (principal+interest) | \$ (26,147) | \$ (28,874) | \$ (28,874) | \$ (28,874) | \$ (28,874) | \$ (28,874) | \$ (28,874) | \$ (28,874) | \$ (28,874) | \$ (28,874) |
| Terminal year loan principal repayment | | | | | | | | | | \$ (403,508) |
| Initial cash equity investment | \$ (120,663) | | | | | | | | | |
| Discretionary Cash Flow | \$ (147,659) | \$ (29,557) | \$ (29,388) | \$ (29,215) | \$ (29,038) | \$ (28,857) | \$ (28,672) | \$ (28,482) | \$ (28,287) | \$ (431,596) |
| Property Value | | | | | | | | | | \$ 731,554 |

| | |
|---------------------------------------|---------------------|
| Project Net Present Value | \$ (111,879) |
| YE24 value of discretionary cash flow | \$ (503,343) |
| YE24 value of terminal property value | \$ 391,464 |

| | |
|----------------------|--------------|
| Levered IRR | -3.8% |
| Unlevered IRR | 1.5% |

Notes:

[1] Estimated using the forecasted 2024 property value growth rate of 3.1% as an annual growth rate from 2024 to 2033

Scenario 1: Estimated Project Levered and Unlevered IRR, \$309psf Cost

502-504 Juniper Street
Scenario 1: Estimated Project Levered and Unlevered Internal Rate of Return ("IRR"), \$309psf Cost
As of February 1, 2024

| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|
| Discretionary Cash Flow (Including Initial Equity) | \$ - | \$ (147,659) | \$ (29,557) | \$ (29,388) | \$ (29,215) | \$ (29,038) | \$ (28,857) | \$ (28,672) | \$ (28,482) | \$ (28,287) | \$ (431,596) |
| Estimated terminal property value | - | | | | | | | | | | 731,554 |
| Total | \$ - | \$ (147,659) | \$ (29,557) | \$ (29,388) | \$ (29,215) | \$ (29,038) | \$ (28,857) | \$ (28,672) | \$ (28,482) | \$ (28,287) | \$ 299,958 |
| Levered IRR | -3.8% | | | | | | | | | | |
| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
| Unlevered Discretionary Cash Flow (Including Initial Equity) | \$ (629,504) | \$ (849) | \$ (684) | \$ (515) | \$ (342) | \$ (165) | 16 | 202 | 392 | 586 | 786 |
| Property value | - | | | | | | | | | | 731,554 |
| Total | \$ (629,504) | \$ (849) | \$ (684) | \$ (515) | \$ (342) | \$ (165) | 16 | 202 | 392 | 586 | \$ 732,340 |
| Unlevered IRR | 1.5% | | | | | | | | | | |

Notes:

Estimated using the forecasted 2024 property value growth rate of 3.1% as an annual growth rate from 2024 to 2033

- SCENARIO 2 -

502-504 Juniper Street
Discounted Cash Flow Analysis: Scenario 2, Do Nothing with Current Inhabitable Property
For the Period 2024 - 2033

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Estimated gross revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Less: Vacancy</i> | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Less: Commission Fees</i> | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Estimated net revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Operating Expenses</i> | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Property taxes | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) |
| Depreciation of Rentable Area | \$ (40,088) | \$ (40,088) | \$ (40,088) | \$ (40,088) | \$ (40,088) | \$ (40,088) | \$ (40,088) | \$ (40,088) | \$ (40,088) | \$ (40,088) |
| Net operating income | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) | \$ (47,868) |
| Loan payments (principal+interest) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) |
| Terminal year loan principal repayment | | | | | | | | | | \$ (241,392) |
| Initial cash equity investment | \$ (67,762) | | | | | | | | | |
| Discretionary Cash Flow | \$ (128,144) | \$ (60,382) | \$ (60,382) | \$ (60,382) | \$ (60,382) | \$ (60,382) | \$ (60,382) | \$ (60,382) | \$ (60,382) | \$ (301,774) |
| Property Value | | | | | | | | | | \$ 154,917 |

| | |
|---------------------------------------|---------------------|
| Project Net Present Value | \$ (506,913) |
| YE24 value of discretionary cash flow | \$ (589,811) |
| YE24 value of terminal property value | \$ 82,898 |

Notes:

[1] Assuming infrastructure fully depreciated to \$0 and projected appreciation of land value by 2030

- SCENARIO 3 -

502-504 Juniper Street
Discounted Cash Flow Analysis: Scenario 3, Demolish Not Rebuild
For the Period 2024 - 2033

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Estimated gross revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Less: Vacancy</i> | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Less: Commission Fees</i> | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Estimated net revenue | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| <i>Operating Expenses</i> | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) |
| Residential | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Property taxes | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) |
| Net operating income | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) |
| Loan payments (principal+interest) | \$ (10,428) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) | \$ (12,513) |
| Terminal year loan principal repayment | | | | | | | | | | \$ (241,392) |
| Initial cash equity investment | \$ (28,000) | | | | | | | | | |
| Discretionary Cash Flow | \$ (46,208) | \$ (20,293) | \$ (20,293) | \$ (20,293) | \$ (20,293) | \$ (20,293) | \$ (20,293) | \$ (20,293) | \$ (20,293) | \$ (261,685) |
| Property Value | | | | | | | | | | \$ 154,917 |
| Project Net Present Value | \$ (198,661) | | | | | | | | | |
| YE24 value of discretionary cash flow | \$ (281,559) | | | | | | | | | |
| YE24 value of terminal property value | \$ 82,898 | | | | | | | | | |

Notes:

[1] Projected value of land appreciated at 3.1% annually

- SCENARIO 4 -

502-504 Juniper Street
Discounted Cash Flow Analysis. Scenario 4, Rehabilitate and Rent Larger Inhabitable Space
For the Period 2024 - 2033

| | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Estimated gross revenue | \$ 54,609 | \$ 55,909 | \$ 57,239 | \$ 58,601 | \$ 59,996 | \$ 61,424 | \$ 62,886 | \$ 64,383 | \$ 65,915 | \$ 67,484 |
| Residential | \$ 54,609 | \$ 55,909 | \$ 57,239 | \$ 58,601 | \$ 59,996 | \$ 61,424 | \$ 62,886 | \$ 64,383 | \$ 65,915 | \$ 67,484 |
| <i>Less: Vacancy</i> | <i>\$ (2,294)</i> | <i>\$ (2,348)</i> | <i>\$ (2,404)</i> | <i>\$ (2,461)</i> | <i>\$ (2,520)</i> | <i>\$ (2,580)</i> | <i>\$ (2,641)</i> | <i>\$ (2,704)</i> | <i>\$ (2,768)</i> | <i>\$ (2,834)</i> |
| Residential | \$ (2,294) | \$ (2,348) | \$ (2,404) | \$ (2,461) | \$ (2,520) | \$ (2,580) | \$ (2,641) | \$ (2,704) | \$ (2,768) | \$ (2,834) |
| <i>Less: Commission Fees</i> | <i>\$ (5,461)</i> | <i>\$ (5,591)</i> | <i>\$ (5,724)</i> | <i>\$ (5,860)</i> | <i>\$ (6,000)</i> | <i>\$ (6,142)</i> | <i>\$ (6,289)</i> | <i>\$ (6,438)</i> | <i>\$ (6,591)</i> | <i>\$ (6,748)</i> |
| Residential | \$ (5,461) | \$ (5,591) | \$ (5,724) | \$ (5,860) | \$ (6,000) | \$ (6,142) | \$ (6,289) | \$ (6,438) | \$ (6,591) | \$ (6,748) |
| Estimated net revenue | \$ 46,854 | \$ 47,970 | \$ 49,111 | \$ 50,280 | \$ 51,477 | \$ 52,702 | \$ 53,956 | \$ 55,240 | \$ 56,555 | \$ 57,901 |
| <i>Operating Expenses</i> | <i>\$ (27,256)</i> | <i>\$ (27,720)</i> | <i>\$ (28,194)</i> | <i>\$ (28,680)</i> | <i>\$ (29,178)</i> | <i>\$ (29,687)</i> | <i>\$ (30,208)</i> | <i>\$ (30,742)</i> | <i>\$ (31,289)</i> | <i>\$ (31,848)</i> |
| Residential | \$ (19,476) | \$ (19,940) | \$ (20,414) | \$ (20,900) | \$ (21,398) | \$ (21,907) | \$ (22,428) | \$ (22,962) | \$ (23,509) | \$ (24,068) |
| Property taxes | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) | \$ (7,780) |
| Net operating income | \$ 19,598 | \$ 20,250 | \$ 20,917 | \$ 21,600 | \$ 22,299 | \$ 23,015 | \$ 23,748 | \$ 24,498 | \$ 25,266 | \$ 26,053 |
| Loan payments (principal+interest) | \$ (52,412) | \$ (60,391) | \$ (60,391) | \$ (60,391) | \$ (60,391) | \$ (60,391) | \$ (60,391) | \$ (60,391) | \$ (60,391) | \$ (60,391) |
| Terminal year loan principal repayment | | | | | | | | | | \$ (836,808) |
| Initial cash equity investment | \$ (186,012) | | | | | | | | | |
| Discretionary Cash Flow | \$ (218,826) | \$ (40,142) | \$ (39,474) | \$ (38,791) | \$ (38,092) | \$ (37,376) | \$ (36,643) | \$ (35,893) | \$ (35,125) | \$ (871,146) |
| Property Value | | | | | | | | | | \$ 2,808,849 |
| Project Net Present Value | \$ 667,886 | | | | | | | | | |
| YE24 value of discretionary cash flow | \$ (835,166) | | | | | | | | | |
| YE24 value of terminal property value | \$ 1,503,051 | | | | | | | | | |

Notes:

- [1] Proportional increase in terminal valuation from an increase in rentable square footage for demolition+construction
[2] 5.6% vacancy rate used on other scenarios discounted 25% to 4.2% in this scenario due to "new construction" rentable space

Scenario 4: Estimated Project Levered and Unlevered IRR

502-504 Juniper Street Scenario 4: Estimated Project Levered Internal Rate of Return ("IRR") As of February 1, 2024

| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
|--|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| Discretionary Cash Flow (Including Initial Equity) | \$ - | \$ (218,826) | \$ (40,142) | \$ (39,474) | \$ (38,791) | \$ (38,092) | \$ (37,376) | \$ (36,643) | \$ (35,893) | \$ (35,125) | \$ (871,146) |
| Estimated terminal property value | - | | | | | | | | | | 2,808,849 |
| Total | \$ - | \$ (218,826) | \$ (40,142) | \$ (39,474) | \$ (38,791) | \$ (38,092) | \$ (37,376) | \$ (36,643) | \$ (35,893) | \$ (35,125) | \$ 1,937,703 |
| Levered IRR | 20.4% | | | | | | | | | | |
| | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
| Unlevered Discretionary Cash Flow (Including Initial Equity) | \$ (956,250) | \$ 19,598 | \$ 20,250 | \$ 20,917 | \$ 21,600 | \$ 22,299 | \$ 23,015 | \$ 23,748 | \$ 24,498 | \$ 25,266 | \$ 26,053 |
| Property value | - | | | | | | | | | | 2,808,849 |
| Total | \$ (956,250) | \$ 19,598 | \$ 20,250 | \$ 20,917 | \$ 21,600 | \$ 22,299 | \$ 23,015 | \$ 23,748 | \$ 24,498 | \$ 25,266 | \$ 2,834,902 |
| Unlevered IRR | 12.9% | | | | | | | | | | |

Notes:

[1] Estimated using the forecasted 2024 property value growth rate of 3.1% as an annual growth rate from 2024 to 2033

- SUPPORT FOR MAJOR ASSUMPTIONS -

502-504 Juniper Street
Rental Rates for Neighboring Properties
As of February 1, 2024

| Address | Square Feet | Monthly Rent | Annual rent/sqft |
|------------------|--------------------|---------------------|-------------------------|
| 525 S Juniper St | 1,530 | \$ 4,379 | \$ 34.35 |
| 518 S Juniper St | 1,398 | \$ 3,598 | \$ 30.88 |
| 515 S Juniper St | 1,215 | \$ 2,999 | \$ 29.62 |
| 513 S Juniper St | 900 | \$ 1,849 | \$ 24.65 |
| 506 S Juniper St | 925 | \$ 1,515 | \$ 19.65 |
| 522 S Juniper St | 1,428 | \$ 2,178 | \$ 18.30 |
| 508 S Juniper St | 1,709 | \$ 1,450 | \$ 10.18 |
| 508 S Juniper St | 1,709 | \$ 1,450 | \$ 10.18 |
| Average | | \$ | 22.23 |
| Median | | \$ | 22.15 |
| Max | | \$ | 34.35 |
| Min | | \$ | 10.18 |

Sources: Philadelphia Property Department, Zillow

502-504 Juniper Street
Land Price per Sq Ft in Zip Code 19147
As of February 1, 2024

| Address | Square Feet | Lot Price | Days on Market | Lot Price/sqft |
|---------------------------|-------------|-------------------|----------------|------------------|
| 502-504 Juniper St | 612 | \$ 114,160 | | \$ 187 |
| 512-516 Manton St | 1,695 | \$ 350,000 | 204 | \$ 206 |
| 429 Manton St | 661 | \$ 125,000 | 231 | \$ 189 |
| 427 Manton St | 684 | \$ 125,000 | 231 | \$ 183 |
| 1040 S Randolph St | 590 | \$ 99,000 | 324 | \$ 168 |
| Average | | | | \$ 186.54 |
| Median | | | | \$ 185.93 |
| Max | | | | \$ 206.49 |
| Min | | | | \$ 167.80 |

Source: Zillow

502-504 Juniper Street
Summary of Guideline Public REIT Comparables
As of February 1, 2024

| Company | Property Type | OpEx as % of Revenue | | | | |
|-------------------------------------|---------------|----------------------|--------|--------|-------|---------|
| | | FY2020 | FY2021 | FY2022 | TTM | Average |
| Camden Property Trust | Residential | 39.3% | 41.1% | 44.4% | 41.6% | 41.6% |
| Essex Property Trust | Residential | 39.5% | 39.7% | 37.1% | 37.0% | 38.3% |
| Equity Residential Properties Trust | Residential | 33.8% | 36.3% | 34.4% | 32.9% | 34.4% |
| AvalonBay | Residential | 33.4% | 36.1% | 34.3% | 32.7% | 34.1% |
| American Homes 4 Rent | Residential | 33.4% | 32.9% | 33.2% | 32.9% | 33.1% |
| Invitation Homes | Residential | 33.8% | 33.5% | 31.8% | 31.0% | 32.5% |
| Sun Communities | Residential | 35.0% | 31.1% | 29.4% | 28.9% | 31.1% |
| Equity Lifestyle Properties | Residential | 19.9% | 20.7% | 20.6% | 20.6% | 20.4% |

Source: Quarterly and annual filings

502-504 Juniper Street
30-Year Mortgage Rates for Zip Code 19147
As of February 1, 2024

| Institution | 30-Year Fixed Mortgage Rate |
|--------------------------------------|------------------------------------|
| Truist | 7.40% |
| Citadel Federal Credit Union | 6.63% |
| Bank of America | 6.63% |
| TruMark Financial Credit Union | 6.50% |
| Pennsylvania State Empl Credit Union | 6.50% |
| Bethpage | 6.38% |
| Aurora Financial | 6.38% |
| Chemung Canal Trust Company | 6.38% |
| Penn Community Bank | 6.13% |
| Optimum First Mortgage | 5.62% |
| Average | 6.45% |
| Median | 6.44% |
| Max | 7.40% |
| Min | 5.62% |

Source: Bankrate

SOURCES

[City of Philadelphia Property Information Data](#)

Quoted by Demolition Man LLC

Quoted by CS Contract Services

[Philadelphia County Records.](#)

New Rentable Size of Construction Quoted by CS Contract Services

Zillow and property.phila.gov.

[Philadelphia Fed: 2023 1Q-4Q, 10-Year-Ahead Inflation](#)

[30-Year Mortgage Rates for Single-Family Homes in Zip Code 19147, Bankrate](#)

[City of Philadelphia Property Tax Rate](#)

Estimates derived from public REIT comparables

[Philadelphia, Average Residential Rental Vacancy Rates](#)

apartmentpropertyvaluation.com

Cap rates forecasted using 10-Year Inst. Fwd Treasury Rate

City of Philadelphia Forecasted Annual Property Appreciation 2024

[St Louis FRED](#)

[Federal Reserve](#)

Structural Engineering Reports and Contractor Letters

WM. PROUD MASONRY RESTORATION COMPANY, INC.

2610 North American Street • Philadelphia, PA 19133 • Phone: 215-423-9320 • Fax: 215-423-9324
www.wmproudrestoration.com / Info@wmproudmasonry.com

September 5, 2023

To whom may concern,

The building at 504 Juniper Street Philadelphia, PA 19147 seems to be structurally unstable and repairing it would be impossible.

Gary Martin, Vice President

A handwritten signature in black ink, appearing to read 'Gary Martin', with a long horizontal flourish extending to the right.

Addendum Re: Structural Deficiencies of Brick Work at 502-504 S Juniper St.

Background: The bricks that constitute the outer and inner walls of the structure at 504 S Juniper are being effected by a multitude of issues simultaneously. They have been exposed to decades worth of water damage. Previous owners of the properties have taken cheap, temporary steps to fix the problems which have made the issues much worse. And, the shifting foundation, secondary to footings comprised of stone rubble, have made the walls structurally unstable. The combination of the sheer number of bricks damaged beyond the point of repair and the structural instability of the walls themselves, makes any attempt at removing these unrepairable bricks an impossible task to complete safely. As such, local masonry restoration experts refuse to attempt this job and recommend that the only safe way to fix this issue is by removing these walls in their entirety and rebuilding the structure from the ground up. Three separate and independent structural engineers agree with this assessment and have provided reports attesting to that.

Brick Damage: Many of the bricks comprising the structure at 504 S Juniper, particularly those on the upper floors (as they are exposed to increased water erosion due to a faulty and damaged roof) are in such poor condition and are so brittle that they literally powder and crumble when light force is applied to them. There is substantial spalling (spalling refers to the condition where the outer surface of the brick detaches entirely from its softer core and falls away from the brick. There is also substantial horizontal, vertical and stepwise cracks throughout the masonry of the building. (Please see attached photos)

What Causes Spalling?:

1) The use of the wrong mortar, either in initial design or during repairs and repointing. This happens most often on historic buildings which have softer bricks than modern building. These softer bricks are incompatible with modern mortars which are much harder than the historic lime mortars. Brick and mortar must be carefully selected to be compatible. The bricks must be harder than the mortar that surrounds them. The mortar must also be more breathable than the bricks it surrounds.

Modern brick is perfectly suited to Portland cement mortar which can have a psi strength of between 750 and 3000. Whereas historic clay bricks from before approximately 1920 were designed for a lime mortar with a psi of between 70-250. As the wall expands and contracts with temperature swings the harder and less flexible Portland cement mortar literally crushes the bricks between it until the facing of the bricks fall off or eventually the brick is crushed entirely and shatters into pieces.

Advanced techniques like microscopic analysis or mass spectrometry are not necessary to tell if a building has used incorrect mortar. Using rudimentary techniques, it is also possible to tell the difference to a reasonable degree of certainty. Portland cement tends to have a duller grey coloration and a Lime based mortar tends to be whiter, with white lime inclusions. Softer lime mortar can easily be scratched away with any hand-held metal device, even a key, as the large white lime inclusions readily scratch off and break away like chalk. The more modern and harder Portland cement is impervious to scraping of this nature. And, finally, white vinegar reacts with the lime in lime mortar to create substantial fizzing due to this chemical reaction, which is largely absent in cement mortars.

It is clear from both visible inspection and these rudimentary tactile analyses that the mortar used for much of the repointing, repairing and replacing missing segments of mortar between these historic bricks is cement based mortar rather than the appropriate lime mortar.

In fact, the difference is starkly clear in areas where you can see the old, white lime mortar in direct contrast to the modern, grey, cement used to repair it. (please see attached photo)

Further, it is clear from visible inspection alone that previous owners of the structure took little to no care in materials used to replace missing mortar as can be seen in some areas of the structure where mortar has been replaced by foam expanding spray insulation rather than mortar at all, let alone the mortar with the correct lime concentration. When combined with the litany of other evidence of bad repairs (i.e. mortar/cement haphazardly smeared over stone/bricks; ribbons of mortar emphasizing pointing, not masonry; along with inappropriate substances being used in many of these repair areas) it appears clear that the last owners of this building were not addressing these problems appropriately or with professional masonry experts doing the repairs.

The results of these repairs with inappropriate mortars/cements have been to quite literally crush many of the bricks as the yearly cycle of expansion and contraction of the bricks that occurs due to temperature changes throughout the year presses them against a cement that is not pliable enough to relieve these cyclical changes in pressure. The resultant spalling has exposed the softer interior segments of these bricks which have then been subjected to decades of water erosion from defects in the roofing structure above them.

2) Water damage and moisture issues are the other leading cause of spalling. Brick and mortar walls are like a sponge. Bricks being a porous material are constantly pulling in and expelling moisture. They are even transferring moisture from inside the building that accumulates naturally due to condensation to the outside and vice versa. This often shows itself early on in the form of efflorescence, which is a white or yellowish deposit on the face of the brick as the moisture moves through the brick and leaves mineral deposits on the brick as it evaporates. (Please see attached photos)

In addition to this, if improper (non-breathable) brick sealant is applied to the exterior of a brick building in an attempt to prevent moisture from entering it can paradoxically make this problem worse, because while it might keep water from entering, it also keeps water from leaving. Moisture that enters from the interior of the home or defects in the sealant/cracks in the bricks and mortar has difficulty leaving the brick as many of the routes for exit are blocked by the sealant. More water gets trapped inside the brick during hot, humid months and when freezing temperatures arrive, this moisture freezes, expands and if bad enough can literally push the faces of the bricks clean off.

While it is impossible to know at this time what was or was not used by previous owners of the building, there is ample evidence that still remains within the building and on the north facing outside wall of the building, in the form of discolorations, streaking, drip marks, etc that some form of hydrophobic water sealant was used over areas of moisture concern in the past. If the same level of care was taken in selecting these sealants as was taken when someone replaced sections of mortar with foam expanding insulation, this might offer an explanation as to why the bricks are so fatally diminished at this time.

Conclusions on the State of Bricks at 504 S Juniper: The bricks themselves are severely damaged throughout the entirety of the structure. In addition to spalling, we see multiple instances of vertical cracks through the center of bricks. These are an indication of settlement issues, owing to the total collapse of the footings holding up the structure. There are terraced cracks, horizontal or diagonal lines across multiple bricks, which are sure signs that the foundation of the building is in serious trouble. These lead to bowing of the wall which eventually will lead to collapse. You also see stair-step pattern cracks across the structure which is another sign that the foundation is shifting (see attached photos).

Additionally, the structural integrity and ability to withstand forces and stress placed upon the individual bricks is clear to anyone who closely inspects them. Many of the bricks are not only experiencing spalling, but the interior portions of the bricks are actually crumbling and are extremely brittle to the touch, turning to powder with minimal force applied. This is indicative of severe water damage to the bricks over the course of many years combined with, in some places, the crushing effect by the cement mortar, all which occurred long prior to the current owner's purchase of the building.

It is important to note that the outer portion of a brick is harder and stronger than the interior portion of the brick. Like a loaf of bread that comes out of the oven, there is essentially a crust and a core. When this outer layer is lost due to spalling, crush or erosion the softer interior portion, which is even more prone to erosion, is now exposed to the elements. If they are left like this for decades, the accumulation of further erosion and water entering the porous interior of the bricks, expanding and contracting with the seasons, the internal lattice structure of the brick can become fatally deteriorated and the brick becomes dangerously brittle and unstable. Once this occurs it is necessary to remove that brick entirely as it is no longer structurally sound, and repair is not possible. This has occurred to some degree in nearly all sections of the building. This alone would require the removal of vast portions of the brick work.

In many instances it is possible to repair damaged or even spalled bricks without too much hassle, but when the actual structural integrity of the internal portion of the brick begins to break down there is nothing that can be done besides replacing the brick entirely.

Structural Failure of the Building: As noted previously, the footings of the building are nothing more than stone rubble. The internal wood support structures of the building are entirely rotted out, there is evidence of insect damage, the wood floor joists are unsupported or poorly fashioned and, in total, they provide little additional stability to the structure. The roof is rotted, partially unsupported and does not fully protect the underlying structure from the elements. It is also infested with vermin and insects.

In total, the underlying structural deficiencies of the property provide a disastrous foundation for unstable bricks to be built upon. This has led to increasingly dangerous bowing of the front wall. Bowing of a brick wall is a seriously dangerous condition as collapse could happen at any time. If caught early in the process and ideally with no underlying damage to the bricks themselves and with less than 2 inches of bowing, measures can be taken to repair a bowed brick wall. However, if spalling of the bricks is noted or the bowing has progressed past 2 inches off the vertical axis, the entire wall must be removed. Typically, if a brick wall is bowing and the structure is unsound, repair of damaged bricks is not undertaken as the structural deficiencies leading to the bulging wall weaken the whole structure, and it is considered best practice to change all bricks, even those that appear fine, to correct the underlying structural issues with the wall before addressing individual bricks. Without addressing the underlying structural issues inherent in the wall to cause bowing the bricks and thus the wall will continue to deteriorate. Removing individual damaged bricks from such a wall is too dangerous as removal of the wrong brick could easily lead to catastrophic failure of the entire brick wall.

Conclusions: In conclusion, each individual item on the checklist for any potential or proposed restoration of the property is precluded by another one. For instance, in order to stop excessive moisture from getting into the building and thus contributing to the rapid deterioration of the bricks, it is essential to replace the failing roof system. However, no roofers in the Philadelphia area want to attempt this repair because the underlying structure (the

crumbling bricks, collapsing foundation, unsteady, bowing walls and a largely unsupported and rotted out wooden framing) are unlikely to be able to support the physical effects of the work required in removing the roof, the integrated structural and load shifts that the removal of the roof will cause, as well as the weight of the workers and their equipment to perform those tasks. So, you need to address those issues first. If you tried to address the wood framing or the foundation, you run the risk of causing a shift in structural dynamics that could lead to sudden catastrophic failure of the largely unstable, deteriorating, and bowing brick walls. The only safe way to repair the myriad issues with this property is to first bring down the brick walls in their entirety so the building can be rebuilt from the ground up. However, this is precluded by the restrictions to demolition inherent in the structures Historic Designation. Which has kept this building in a holding pattern where the definitive and necessary work that it requires to be made structurally sound cannot be completed.

All three structural engineers and every individual contractor that have been brought out to inspect the building have independently come to the same conclusion. The entire underlying structure of the building, from the foundation to the roof, through the actual strength and fidelity of the building materials themselves that connect them (crumbling, water damaged bricks, rotted, insect infested, wood framing, rusted metal braces) is compromised leading to an inherently unsound, unstable and ultimately unsafe structure. Safe restoration of this structure is not possible without first removing the unstable brick walls.

The resultant impasse has forced years of dangerous inaction on the underlying structural deficiencies of this building. The owner has undertaken steps to secure the rear wall that had begun to collapse shortly after purchase. He has also taken steps to secure some of the more unstable bricks, and he is in the process of attempting to secure and properly install the existing, unsupported star bolt system. However, these are all likely temporary measures that will only serve to delay the inevitable. Without addressing the core issues of this building from a shifting rubble foundation to disintegrating bricks this building will eventually collapse.



02/05/2024

Charles Staiano
General Contractor
License # 8028637

Photo 1: North elevation of 504 S Juniper showing deteriorated bricks infilled with cement. Additionally rotted wood roof structure can be visualized as well.



Photo 2: Shows closer look at deteriorated bricks. Note damaged faces of the bricks, cracks within the body of some bricks and the filling of gaps with cement



Photo 3: Additional photo of north facing elevation of 504 S Juniper showing open gaps between the bricks as well as severe deterioration of many of the bricks.



Photo 4: This is a zoomed in photo of the deterioration of the bricks on the north facing elevation of 504 S Juniper Street. Note the very many holes forming in the center of these bricks. Many of these holes had been filled with cement some time in the past and this has made the deterioration of these bricks worse.



Photo 5: Again, shows the north facing elevation pf 504 S Juniper. Note extensive deterioration of bricks, spalling, cracks, and missing segments/holes present in many of the bricks. Many of these defects are filled with cement.



Photo 6: interior brick work in the 504 Structure. Notice severely damaged bricks, especially the 4 bricks on the bottom right. These bricks are powdering.



Photo 7: Many of these bricks have had gaps between them filled with cement. There are airline cracks showing on the outside of many of these bricks.



Photo 8: Cracked, rotted floor joists with evidence of insect damage. Holes bored through them to allow pipes to pass further decrease their integrity.

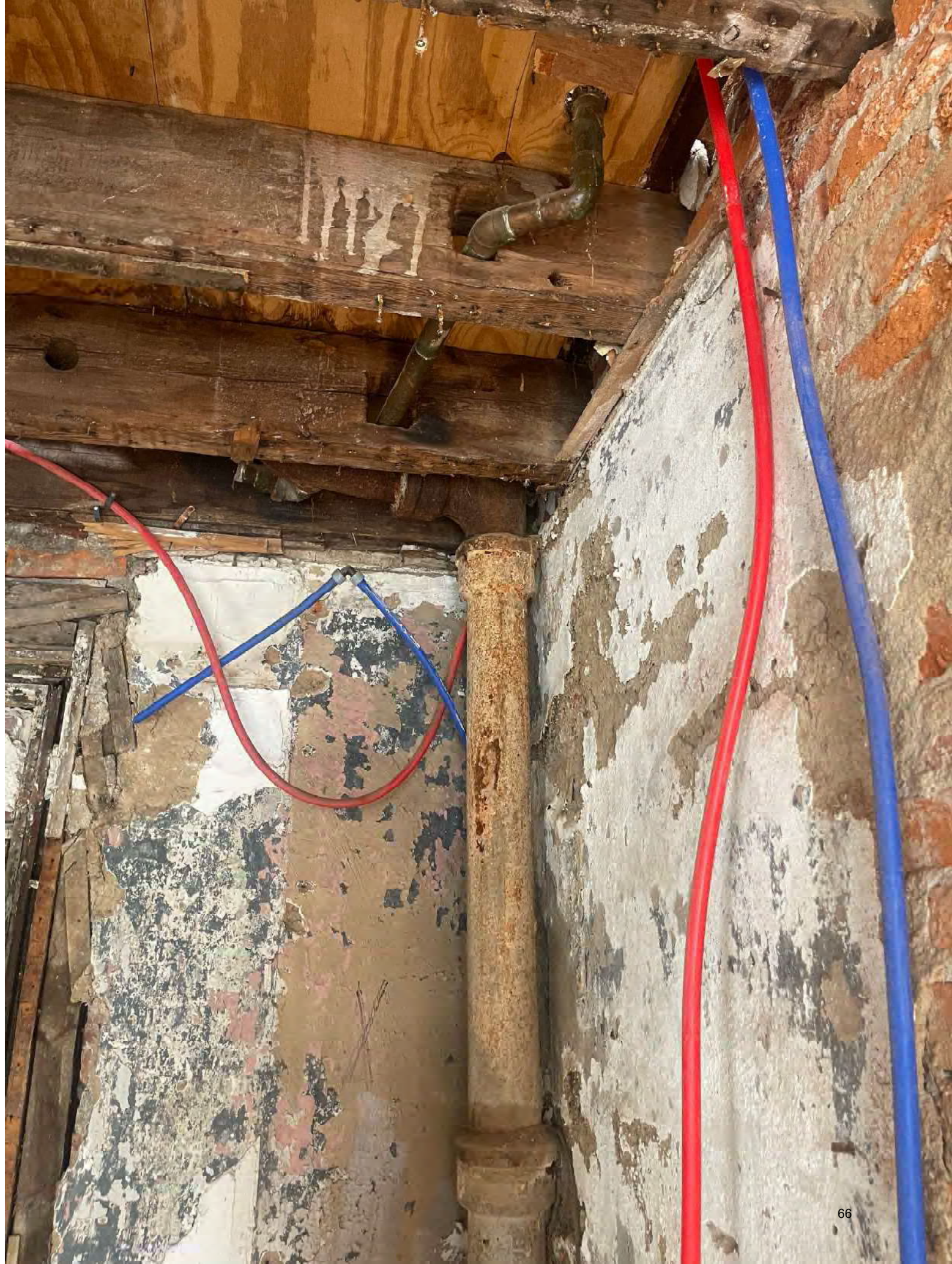


Photo 9: Pipe entering the basement



Photo 10: Severely deteriorated bricks around the window on the second floor.



Photo 11: Missing bricks and attempts by previous owners to cover deficiencies in the bricks with cement.



Photo 12: Additional look at deteriorated second floor bricks and previous attempts to address this with cement filling between gaps.



Photo 13: Third floor window again with deteriorated bricks and attempts at correcting deficiencies with cement.



Photo 14: Significant gaps between second floor and third floor as well as the underlying brickwork.



Photo 15: Deteriorated bricks in the basement.



Photo 16: Gap between first floor and basement



Photo 17: Third floor of the strucutre.



Photo 18: Roof structure along with bricks and cement repairs to deficiencies.



Photo 19: Deteriorated brick of the chimney structure.



Photo 20: wall of the third floor

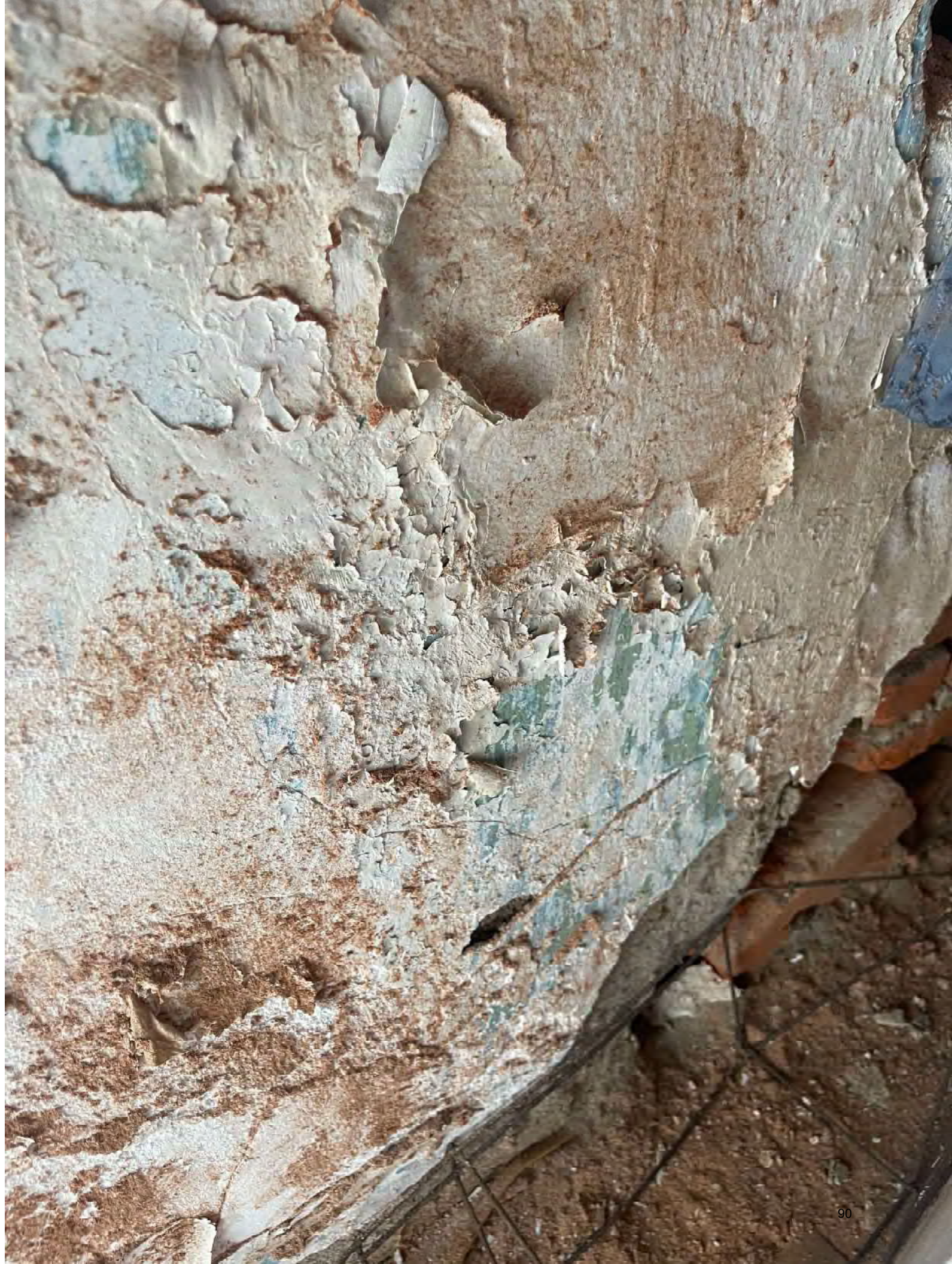


Photo 21: top of window on the front facade of the building showing full thickness cracks in the building as well as severely deteriorated bricks.



Photo 22: Image shows north facing elevation where evidence of sealant being applied to outer brick faces is evident on the lower half of the building.



Photo 23: Bottom of North side Elevation taken from inside the garage showing the use of foam expanding insulation used between bricks rather than mortar.

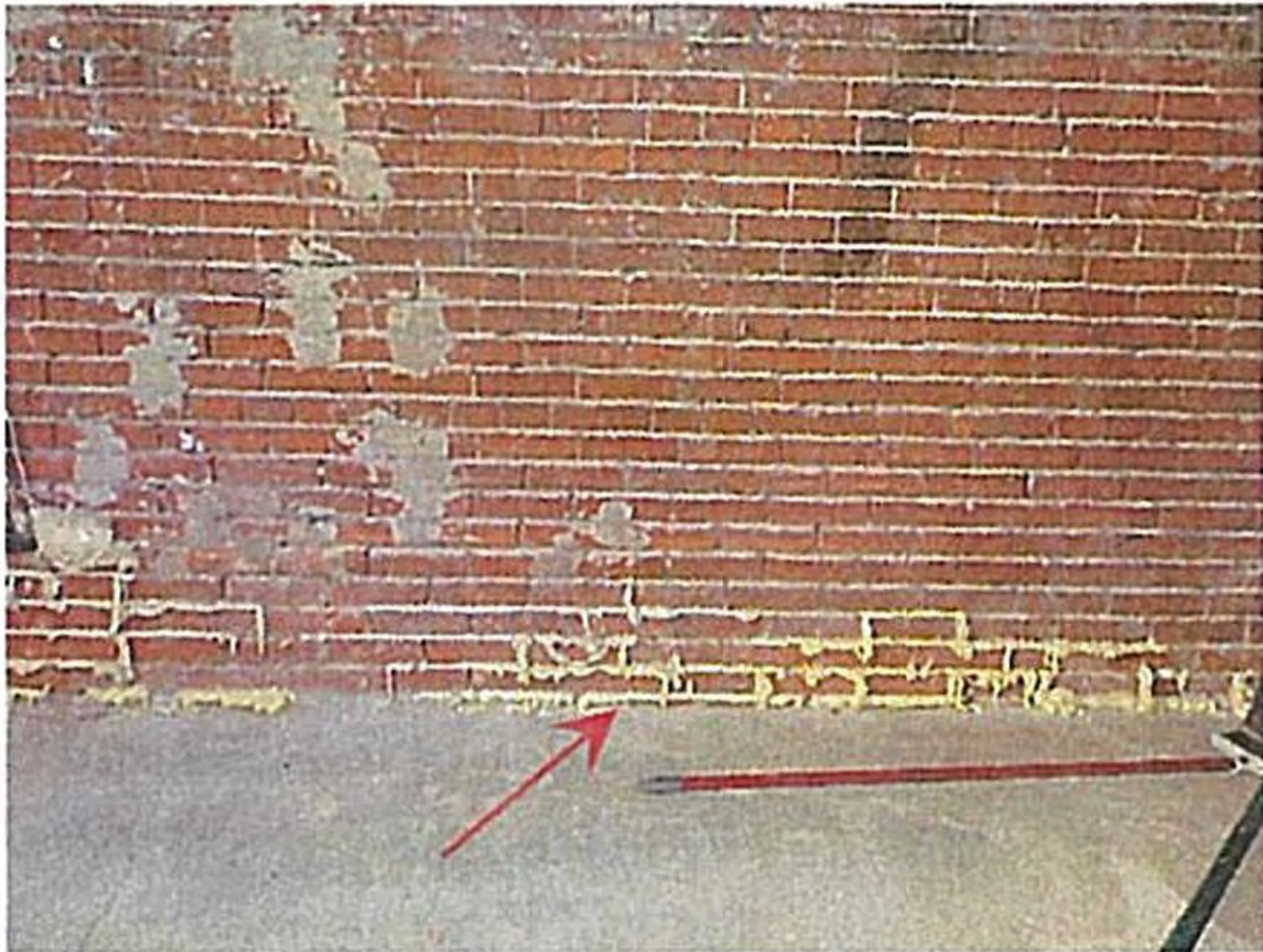


Photo 24: Basement of 504 structure, showing stone rubble footings, sinking foundation, and foam expanding insulation sprayed between bricks rather than appropriate mortar.



STRUCTURAL REPORT

Project site: 504 S. Juniper Street

Philadelphia, PA 19147

Prepared for:

James J. Ernst
CMR 402 Box 1824
APO, AE 09180
e-mail: jayernst1@gmail.com

Prepared by:

Earl F. Buser, PE

43 Lawrence Drive
Manahawkin, NJ 08050

Professional Engineer: PA 12184-E
Philadelphia Business License Number: 477281



October 10th, 2021

Dear Mr. Ernst,

Earl F. Buser, PE inspected the property at 504 South Juniper Street, Philadelphia, PA 19147 on September 24, 2021. The building structure consists of brick masonry bearing walls and wood floor framing.

The scope of our work was limited to inspecting the readily visible and accessible areas of the building and determining the structural condition. The scope of work did not cover the inspection of any non-structural elements such as roofing, HVAC, electrical elements, etc.

During the time of inspection, we noted deteriorations in the following areas:

- 1) Cracks to the exterior of the building that has continued to increase over time
- 2) Deteriorating masonry conditions at the front wall of the main building, the party wall between the main building, garage, the interior brick chimney, and alley facing side wall
- 3) Deteriorating masonry conditions in the garage structure
- 4) Garage roof framing is partially unsupported
- 5) The deterioration around the windows / doors in the front of the house

Based on the field inspection and engineering judgment, it is my conclusion that the building exhibits deficiencies that has deteriorated further over time since the first report was completed in 2018 (ie: front wall bulging) as well as new deficiencies that need to be addressed (items listed above). Based on the building's age and the current structural condition, it is my recommendation that the main building and the garage should be torn down.

The findings and conclusions of this report with respect to the inspection of the property at 504 South Juniper Street are based on normal visual observations of the site. No conclusions, expressed or implied, shall represent that I, Earl F. Buser, has made an evaluation of the material, fabrication, or erection deficiencies beyond that which would be detectable by a normal visual inspection. Please feel free to contact me or my partner Chris Hammel (609) 504-0224 if you have any questions. Thank you.

Regards,
Earl F. Buser, PE





Image No. 1- Above View of 504 S. Juniper Street, Philadelphia, PA, 19147



Image No. 2- Street View of 504 S. Juniper Street, Philadelphia, PA, 19147



Image No.3- Streetview of the attached garage structure



Image No. 4- View of brick masonry in the garage structure



Image No. 5- View of garage corner



Image No. 6- View of unsupported roof framing in the garage structure



Image No. 7- Loose masonry/ masonry voids at the exterior wall



Image No. 8- View of sidewall, masonry, and joints show deterioration w/ a vine the is making its way into the mortar joints



Image No. 9- Closer look of the deteriorating sidewall



Image No. 10- Front door of the main housing structure & the continuation of the deterioration around the door



Images 11,12, and 13- View of windows located on the front of main structure & the continuation of the deterioration around the windows

HOME INSPECTION ENGINEERS

LICENSED PROFESSIONAL ENGINEERS
926 Haddonfield Road, Suite E
PMB #162
Cherry Hill, NJ 08002

Phone 856-482-6615

October 24, 2021

Mr. Jay Ernst
Jayernst1@gmail.com

RE: 502-504 Juniper Street
Philadelphia, PA

Dear Mr. Ernst,

You have asked for my opinion concerning the structural integrity of the subject property. You have asked that I inspect the house and attached garage and determine the structural integrity of the house.

I am presently the owner of Home Inspection Engineers, which I have operated since 1983. I have earned a Bachelor of Engineering degree, with a major in Mechanical/Structural Engineering, as well as a Masters of Science in Engineering. My company conducts a variety of services, including inspection of commercial and residential properties, construction inspections, structural design work, plan approval/specification, consulting on various aspects of building and acting as an expert witness in building construction, home inspections, code compliance and construction related accidents. I am a Registered Professional Engineer with active licenses in Delaware, Maryland, New Jersey, Pennsylvania, Virginia, and New York. I am also a member of the National Society of Professional Engineers and National Academy of Building Inspection Engineers. A copy of my complete CV is attached.

This building is a three story (trinity) single family home with an attached two car garage. The building has brick exterior walls with a sloped roof surfacing. The house is approximately 100 plus years old.

In preparation for this report, I have reviewed a report from AR Engineers dated May 11, 2018 and prepared by Alex Rong P.E. I have received no other documentation or discovery on this property. This report is based solely on this visit to the property plus review of this report.

Site Inspection

In accordance with your request, I visited the subject property on October 22, 2021. The weather during the inspection was sunny and approximately 65 degrees F.

The purpose of this structural inspection was to view the building including the garage to determine the structural integrity of the building and its safety for use and occupancy. The exterior of the building and the accessible areas of the interior were viewed.

The basic structure of the building is masonry/brick foundation and bearing walls supporting side to side wood joists for the various floors. The attached garage has a wood frame roof and brick exterior perimeter walls. This is a standard method of construction for this age house.

I was able to inspect the exterior of the building, the garage and the first floor of the building. This inspection showed the following major structural issues:

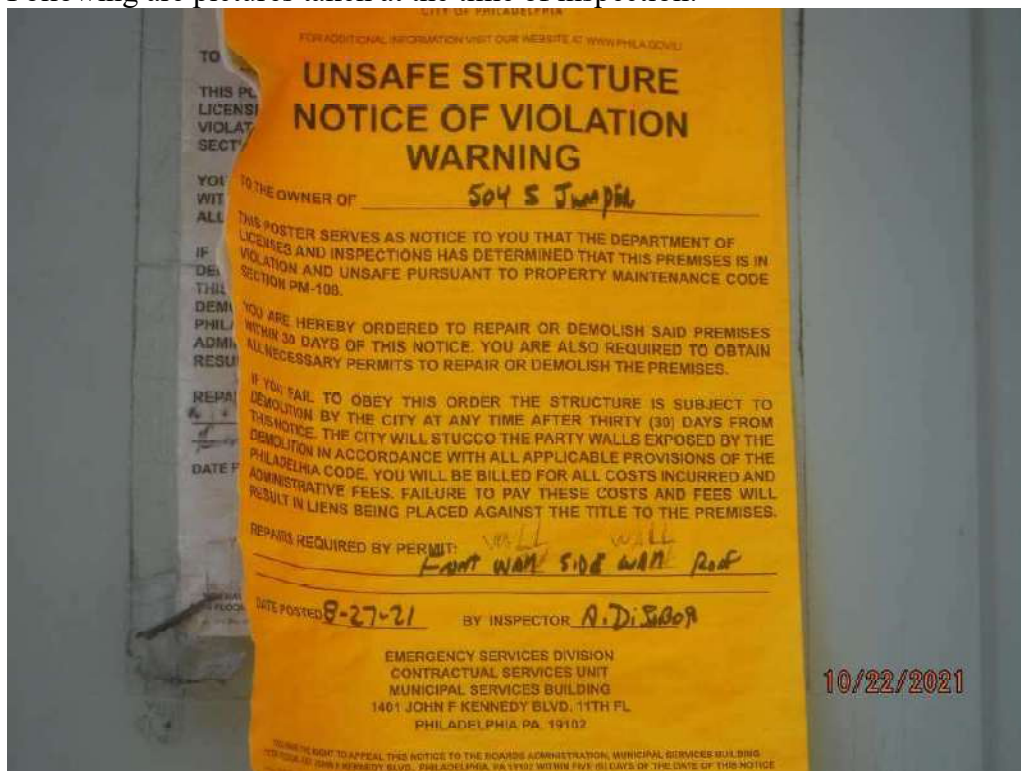
- Garage
 - The roof of the garage is not sound. There is unsupported roof framing in the rear of the building.
 - There is rotted roof underlayment.
 - The perimeter brick walls have deteriorated brick and mortar joints
- Interior
 - The interior has had ceilings and walls and steps removed.
 - The interior brick walls have much missing mortar, loose bricks, deteriorating bricks.
 - The wood floor system has deteriorated wood ends in the brick pockets.
 - The front star washer supports on the brick walls are not properly fastened to floor systems. There is no blocking/solid bridging and fastening of the rear end.
- Exterior
 - The exterior bricks are deteriorating. There are loose bricks, missing bricks, missing and porous mortar.
 - The roof level of the left side around and below the chimney area has much missing and loose bricks and not supporting roof.
 - The left side bricks are cracking and deteriorating and many are broken and missing.
 - The front brick wall has a bulge in it. There are four star washers on it but the washers are not holding the bricks properly. There are new cracks and movement especially at window lintels.
 - The front roof edge is bowing out. The roof is collapsing.

Based on this inspection of the building, this building has many very significant structural issues in it and the building is not safe and not sound. as a minimum all of the roofs (house and garage) need to be totally removed and replaced with new framing, new roof sheathing, etc. The exterior brick walls of the building need to be replaced. The brick walls are not sound and require all bricks to be removed and replaced with new bricks and new mortar. The interior wood floor joist system needs replacement.

Basically the building needs to be demolished to be able to be rebuilt into a safe condition. Therefore, the building is not safe and not sound and needs to be taken down. At this time, the building should not be entered and should be closed off. The building is not safe.

I have also reviewed the report written by Alex Rong on May 11, 2018. This report basically has the same conclusion as my evaluation. The conditions shown on Mr. Rong's report have continued to deteriorate as shown on my inspection.

Following are pictures taken at the time of inspection:



CITY STICKER INDICATING UNSAFE STRUCTURE



FRONT



FRONT SHOWING BUILDING AND GARAGE ON RIGHT SIDE



RIGHT WALL



FRONT



FRONT AND SHOWING STAR WASHERS



FRONT LEFT CORNER



LEFT WALL



LEFT WALL



ROTTED WOOD IN BRICK



LEFT FRONT CORNER



LEFT SIDE



FRONT



FRONT BOWING ROOF



FRONT ROOF CORNICE



LEFT BRICK WALL NEAR CHIMNEY



LEFT WALL



INTERIOR OF GARAGE



UNSUPPORTED ROOF



GARAGE WALLS



UNSUPPORTED ROOF IN GARAGE



REAR YARD



REAR WALL



REAR WALL



INTERIOR



INTERIOR DETERIORATED BRICK



STAR WASHER BRACE



STAR WASHER BRACE ON JOISTS



STAR WASHER BRACE



INTERIOR



INTERIOR



INTERIOR


Conclusions and Recommendations

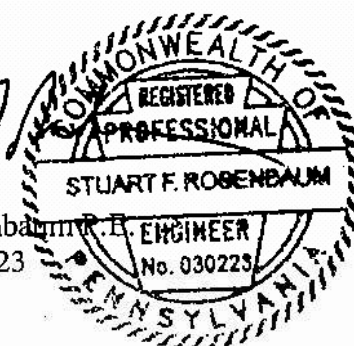
In conclusion, this building and its attached garage are not structurally sound and not safe. The perimeter bearing walls and the roof structures and many floor joists are deteriorating and pose a significant safety concern. This house could collapse at any time and should be demolished to prevent collapse.

These conclusions have been reached with a reasonable degree of professional certainty, based on a review of materials provided to me as well as my site inspection. I reserve the right to supplement this report upon the provision of any additional material or facts.

Should you need anything further from me, please let me know.

Sincerely,


Stuart F. Rosenbaum, P.E. ENGINEER
PA PE # 030223



NJ PE # 28903

NJ home inspector license #24GI00041700



**National Society of
Professional Engineers®**
Signatory, NSPE Licensed Member

CS CONTRACTING SERVICES

LICENSE # 13VH09609600

423 Landing St, Apt 4S
Lumberton, NJ 08048
CstaianoSR@gmail.com
Astaiano1327@gmail.com

PROJECT: JAY ERNST- HOME RENOVATION
LOCATION: 502-504 JUNIPER STREET, PHILADELPHIA, PA

LETTER OF CONCERN

DATE: 6/6/22

This letter is to address the structural condition of 502-504 Juniper Street, Philadelphia, PA. The building is in need of extreme structural repairs as reports conducted on the property have previously observed.

The details of the repairs needed are as follows:

- The interior and exterior brick work needs major repairs on all exterior walls from foundation to roof.
- Top courses of the brick work need to be replaced around the total perimeter of the home to connect to new roof framing needed on the structure.
- Total chimney repairs are needed
- Front wall headers and window framing are needed on all windows and door.

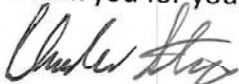
Currently, the front brick wall is danger of collapsing before any work for its repair or renovation has begun.

To reinforce the structure and complete this work, the cost would be extensive and the safety of the contractors conducting renovations could be in jeopardy by OSHA job standards. The undertaking of this extensive renovation could possibly injury workers on the site or result in hazards to the public while the building is under renovations.

We would hope to rebuild this structure after total demolition to the original appearance to satisfy the standards, codes, and historic preservation of the buildings in Philadelphia, PA.

Please feel free to contact me for any additional questions or clarification.

Thank you for your time,



Charles Staiano

Recent Real Estate Listing Contracts



BERKSHIRE HATHAWAY | Fox & Roach, REALTORS® HomeServices

EXCLUSIVE LISTING CONTRACT

1. Property

Address 502-504 S Juniper Street
 Municipality (City, Borough, Township) Philadelphia
 County Philadelphia School District Philadelphia
 Zoning and Present Use RM1, Residential Single Family
 Identification Number Tax ID #053162710, Lot #182
 (tax ID number, parcel number, deed book page, recording date, if known to Seller)

2. Seller (List all individuals and entities with any ownership interest)

Name James Ernst
 Name _____
 Name _____
 Mailing Address 1124 Daylilly Loop, GEORGETOWN, TX 78626
 Phone Number _____ Alternate Number _____
 Email Address jayernst1@gmail.com

3. Broker's Licensee/License #:

Paula Cohen #RS315825
 Additional Licensee/License #: _____
 Office Address 210 W Rittenhouse Square, Philadelphia, PA 19103
 Office Phone Number (215) 546-0550 Alternate Number (215) 284-7060
 Email Address paula.cohen@foxroach.com

4. Purpose of Contract. Seller is hiring Broker/Licensee (collectively, "Broker") to market the Property and find a Buyer (or if directed, a Lessee). During the term of this Contract, Seller will not hire any other broker to perform these or any other services related to the sale or lease of the Property. Seller agrees that Broker may list other properties for sale or rent and that Broker may show other properties to prospective Buyers or tenants.

5. Listed Price \$ 550,000.00

Seller has final authority over the setting of this price and any subsequent adjustment thereto.

6. Start and End Dates of Listing Contract ("Term"). This Contract starts on the date it has been signed by all Seller(s) and Broker, and ends at 5:00 p.m. 365 days following the starting date, unless a sale/rental is being negotiated. In that event, Broker will continue to represent the Seller until either negotiations are terminated without an agreement to sell/rent or settlement occurs. Either Seller or Broker can terminate this representation on or after 180 days from the starting date by providing written notice to the other party 30 days in advance of the desired termination.

7. Broker's Fee. The Broker's Fee is (check one) ☒ six percent (6%), ☐ seven percent (7%), ☐ eight percent (8%) of the sale price, and is to be paid by the Seller to Broker at time of final settlement. Seller and Broker agree that Broker will pay from Broker's Fee:

- (a) A fee to another broker (Buyer Agent), who represents the Buyer. ☒ Yes ☐ No 3.00 % or \$
 (b) A fee to another broker (Transaction Licensee), who does not represent either the Seller or a buyer. ☐ Yes ☐ No _____ % or \$
 BHHS Fox & Roach will not pay a fee to another broker acting as a sub-agent.

8. Obligation to Pay Broker's Fee. Seller must pay Broker's Fee to Broker if a ready, willing and able buyer (one who will pay the Listed Price, or a price mutually agreed to by Buyer and Seller, for the Property) is found by Broker or by anyone, including Seller. In addition, the Broker's Fee is owed by Seller if:

- (a) During the term of this Contract, Seller enters into an agreement to sell, exchange, lease or otherwise transfer any aspect of ownership of the Property, whether such agreement is brought by Broker, Broker's licensees, Seller or any other person or broker, at the above Listed Price or any other price acceptable to Seller. Provided the transaction closes, then Broker's Fee is to be paid at settlement. **OR**

SE

Seller initials p. 1 of 5

(b) Within one year of the ending date of this Contract, Seller enters into an agreement to sell, exchange, lease or otherwise transfer any aspect of ownership of the Property with a Buyer who was shown or negotiated to buy the Property during the term of this Contract. Provided the transaction closes, then Broker's Fee is to be paid at settlement.

In the event that Seller is, by agreement or adjudication, entitled to retain some or all of a Buyer's deposit in connection with a terminated agreement to sell, exchange, lease or otherwise transfer any aspect of ownership of the Property, then Seller will pay to Broker either one half (50%) of the retained deposit money or Broker's Fee, whichever is less. In the event that Broker is holding said deposit in escrow, then Seller hereby authorizes Broker to retain and apply said deposit on account of this obligation prior to any disbursement to Seller.

In the event that Seller enters into an agreement to lease the Property during the term of this Contract (or within one year of the ending date hereof to a lessee who was introduced to, shown or negotiated to buy or lease the Property during the term of this Contract), then Seller must pay a Leasing Broker's Fee to Broker in the amount of 1/12th of the annualized rent upon commencement of the lease.

In the event that subsequent to the termination of Broker's representation of Seller, Seller enters into an agreement to sell, exchange or otherwise transfer ownership of the Property while Seller is party to a *bona fide* exclusive listing contract with another broker, then Seller will not owe Broker the Broker's Fee.

9. Agency Relationships. An agency relationship between Broker and Seller cannot be presumed. Seller has the right to be represented by a broker (agency relationship) and may do so by agreeing to the terms of Seller Agency.

(a) Dual Agency. Seller agrees that Broker/Licensee(s) may also represent the Buyer(s) of the Property. Broker/Licensee is a DUAL AGENT when representing both Seller and the buyer in the sale of a property. Seller acknowledges that as a DUAL AGENT, Broker/Licensee will take no action that is adverse or detrimental to either party's interest in a transaction. Confidential information obtained within the fiduciary relationship of Designated Agency with Seller will not be disclosed without prior written consent.

(b) Designated Agency. Broker will designate licensee(s) to represent the interests of the Seller. Licensee(s) is/are the Designated Agent, who will act exclusively for the Seller. If Licensee(s) is/are also representing the Buyer(s), then Licensee(s) is/are a DUAL AGENT.

(c) Multiple Buyers.

1. More than one buyer may seek to purchase property through the Broker; it is agreed that Broker may represent those buyers whether such representation arises prior to, during, or after the end of this Contract. In the event that Broker represents multiple buyers seeking to purchase the same property, **it is agreed that Licensee will disclose to each buyer the existence of the other offer(s).**

2. In the event a Licensee represents multiple buyers who have competing interests in the same property, **it is agreed that Licensee will disclose to each buyer the existence of the Licensee's other offer.**

Only at the direction of and with Seller's written instruction during the negotiation of licensees other offer will Broker/Licensee disclose any material terms of any other offer to any buyer.

Seller agrees to Designated Agency with Disclosed Dual Agency SE / _____ (Seller initials)

10. Possession. Seller will give possession of the Property to Buyer at the time of settlement. If the Property is currently rented, a copy of the lease is to be attached to this Contract. Seller will not enter into or renew any lease during the term of this Contract or allow anyone else to occupy the Property.

11. Taxes and Association Fees. Prior to settlement, Seller will provide the title company with the following required information: Real Estate Property Tax Assessment, yearly taxes, trash and sewer fees, wage/income tax rate, per capita tax, and association fees, as applicable.

12. Title. At settlement Seller will give full rights of ownership, free and clear of debt, to Buyer. Seller represents that Seller has or will have sufficient funds to complete settlement and pay all settlement costs. Seller does not need approval from a court, lender or any other person or entity to sell, exchange or otherwise transfer the Property.

13. Inclusions.

Items included in the price of the Property Range, House Heater, Hot Water Heater

Items rented by Seller _____

14. Exclusions.

Items not included in the price of the Property _____

Items rented by Seller _____

SE

Seller initials p. 2 of 5

15. Inspection. Seller will make the Property available for inspection by brokers, licensees, and any potential buyers they may bring, insurance representatives, mortgage lenders, appraisers, municipal officials, surveyors and inspectors provided that an appointment has been made reasonably in advance of inspection.

16. Limitation of Liability. a. Seller represents and warrants that reasonable and customary homeowner's property and liability insurance coverage are in full force and effect for the Property and will so remain during the term of this Agreement. In the event that such coverage is cancelled, Seller will immediately notify Broker thereof in writing.

Seller agrees that Broker/Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Broker/Licensee(s).

Seller agrees that Broker's/Licensee's total maximum liability to Seller for any claim arising out of Broker's/Licensee's representation of Seller is limited to a refund of commission which Seller has paid or would otherwise owe under this Contract. Seller shall defend, indemnify and hold harmless Broker/Licensee from any claims, lawsuits or actions arising out of Broker's/Licensee's representation of Seller including, but not limited to, those arising out of the condition of and/or assessments, fines or taxes on the Property and/or failure to provide disclosure thereof, but not including any claims, lawsuits or actions arising out of Broker's/Licensee's negligence or misconduct.

Seller, Broker and Licensee knowingly, voluntarily, and intentionally waive their present or future rights to: (a) a jury trial in any action to resolve any dispute to which Seller, on the one hand, and Broker and/or Licensee, on the other hand, are adverse to each other arising under or relating to this Contract; and/or (b) consolidate or transfer any such action with or to another action where any of them might otherwise be entitled to a jury trial.

b. Dispute Resolution Procedures. Seller and Broker/Licensee will submit to mediation all claims, disputes or controversies between Seller and Broker/Licensee that in any way arise from or relate to this Contract and/or and the services, advertising, disclosures, practices and procedures related to the foregoing ("Claim"). Mediation will be conducted in accordance with the mediation system offered or endorsed by the local Association of REALTORS®. Mediation fees charged by the Association or mediator will be paid by Broker/Licensee. The mediation process must be concluded without resolution before either Seller or Broker may initiate legal proceedings. The statute of limitations related to the Claim will be tolled until fourteen calendar days following the conclusion of the mediation process. In the event that mediation is unsuccessful in resolving the claim, dispute or controversy, then the parties hereto agree to be bound by and follow the policies, procedures and limitations set forth in *Arbitration of Certain Disputes and Waiver of Class Actions*, which is fully incorporated herein by reference and which has been received by Seller.

SE / _____ (Seller initials)

17. Signs and keys – Seller allows:

Sale sign ☒ Yes ☐ No
Sold sign ☒ Yes ☐ No

Lock box: Electronic ☐ Yes ☐ No
 Key ☒ Yes ☐ No
 Combination ☒ Yes ☐ No
Key in office: ☐ Yes ☐ No

Other _____

18. Multiple Listing Service (MLS)/Internet Advertising. Seller authorizes Broker/Licensee to put a description of the Property in the MLS/Internet. Broker/Licensee is not responsible for mistakes in the MLS/Internet. The final sale price for the Property will be reported to MLS at time of settlement.

19. Publication of Sale Price. The final sale price for the Property is a matter of public record beyond the control of Broker/Licensee, and may be published by various media after settlement.

20. Use of Photographs/Buyer Information. Seller agrees to allow Broker/Licensee to take interior and exterior photographs of the Property to help market the Property, which photographs remain the property of the Broker/Licensee. Broker/Licensee may make copies of the photographs and include copies of the photographs in the MLS and/or internet. Seller will not hold Broker/Licensee responsible in any way for using the photographs to help market the Property. Broker/Licensee is not liable for any loss of or damage to the photographs, or any unauthorized use of the photographs by any third party. Any information regarding potential Buyers (sign-in sheets, sales lead tracking, etc.) which comes into Broker's possession as a result of this Listing is and will remain the property of Broker.

21. Disclosure. Most sellers of residential property are required by state law to complete a Seller's Property Disclosure Form. Unless exempted by law, Seller will complete this form before Broker/Licensee will list the Property for sale. Seller ALONE is responsible for the accuracy of the information contained in any Seller Property Disclosure Statement.

SE

Seller initials p. 3 of 5

- 22. Deposit Money.** Pursuant to state law, Broker will place all deposit monies it receives into an escrow account, although Seller agrees that Broker may wait to deposit any check received as deposit money until the Seller signs the Agreement of Sale. Broker will only release the deposit monies in connection with final settlement, unless prior to final settlement and while the agreement of sale is still in effect Broker receives a written disbursement directive signed by all Buyers and Sellers.

In the event that final settlement does not occur, state law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies, regardless of the apparent entitlement thereto. If the agreement of sale is terminated for any reason, Broker can only release the monies:

1. If there is no dispute between Buyers and Sellers over entitlement to the monies.
2. According to the terms of a written agreement signed by Buyers and Sellers directing Broker how to distribute some or all of the monies.
3. According to the terms of a final order of Court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies in the event of an unresolved dispute.
5. By paying the monies into Court and requesting that the Court decide entitlement thereto.

Broker shall have no liability if the monies are released on any of the grounds set forth above. In the event that Seller joins the Broker/Licensee in a lawsuit for the return of the monies, Seller will pay all of Broker's reasonable attorney fees and costs incurred in connection with such litigation.

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

- 24. Services to Buyer.** Broker may provide services to Buyer for which Broker may accept a fee. These services may include financing, title insurance and document preparation. The companies providing the service may be under common control with Broker and the services may be paid for by the Buyer. Broker will disclose to Seller if any such fees are to be paid by Buyer.

- 25. Conflict of Interest.** A conflict of interest is when the Broker has a financial or personal interest where Broker cannot put Seller's interest before any other. If Broker or any of Broker's licensees has a conflict of interest, Broker will notify Seller in a timely manner. Disclosed dual agency is not, *per se*, a conflict of interest.

- 26. Home Warranties.** A home warranty can help protect you from the cost of a failure in your home's major systems and appliances while your Property is for sale. At settlement, the warranty can be assigned to the Buyer in order to continue the protection subject to the terms of the warranty. Broker's Licensee will provide you with more detailed information about home warranties.

- 27. Offer.** All offers to purchase the Property will be made through the Broker/Licensee. All offers received by the Broker/Licensee will be presented to the Seller unless the Seller has already fully executed an Agreement of Sale.

- 28. Broker's Fee and Term of Contract.** The terms and length of the business relationship, the fees and the range of services that Broker will provide are determined as a result of negotiations between Broker and Seller and have not been recommended by any association of REALTORS®.

- 29. Transfer of This Contract.** Seller agrees that Broker may transfer this Contract to another real estate broker if: Broker stops doing business; Broker forms a new real estate business; or Broker joins its business with another for any other reason. If transfer occurs, Seller will follow all requirements of this Contract with new Broker. Should Seller give or transfer the Property or an ownership interest in it, to anyone during the term of this Contract, all owners must follow the requirements of this Contract.

- 30. Recovery Fund.** Pennsylvania has a Real Estate Recovery Fund to repay any person who has received a final court ruling against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

SE

Seller initials p. 4 of 5

- 31. Notice to Persons Offering to Solicit or Rent Housing in Pennsylvania.** Federal and State law makes it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION OR RELIGIOUS CREED, SEX, NATIONAL ORIGIN, HANDICAP OR DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), USE, HANDLING, or TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION WITH AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property.
- 32. Entire Contract.** This Listing Contract constitutes the entire agreement between the parties and any prior contracts, whether written or oral, have been merged and integrated into this Contract. All modifications to and/or terminations of this Contract are binding only when in writing and signed by all Sellers and Broker/Licensee.
- 33. Confidential Information.** After the termination of this Contract, Broker/Licensee is obligated to keep confidential any confidential information provided by Seller during the term of this Contract, subject to the laws of the Commonwealth of Pennsylvania.
- 34. Consumer Notice.** Seller acknowledges that Seller has received and understands the business relationships described in the **Consumer Notice adopted by the Pennsylvania Real Estate Commission at 49 Pa. Code §35.336. The duties and definitions of business relationships stated therein, are incorporated here as part of this Listing Contract as though written here in their entirety.**
- 35. Additional Terms and Conditions.** _____

**IF YOU DO NOT UNDERSTAND ALL OF THE TERMS OF THIS DOCUMENT,
 THEN YOU SHOULD SEEK LEGAL ADVICE BEFORE SIGNING IT**

All Sellers must sign this Contract.

SELLER DocuSigned by: James Ernst DATE 4/4/2018 | 9:54 AM EDT
AD35FC38B8E69421
James Ernst

SELLER _____ DATE _____

SELLER _____ DATE _____

ACCEPTED ON BEHALF OF BROKER, FOX & ROACH LP d/b/a BERKSHIRE HATHAWAY HOME SERVICES FOX & ROACH, REALTORS® BY:

DocuSigned by: PAULA COHEN DATE 4/4/2018 | 10:12 AM EDT
AD35FC38B8E69421
 Designated Licensee & License Number
Paula Cohen **#RS315825**
 _____ DATE _____
 Additional Designated Licensee & License Number

© Fox & Roach, LP. An independently operated subsidiary of HomeServices of America, Inc., a Berkshire Hathaway affiliate, and a franchisee of BHH Affiliates, LLC. Berkshire Hathaway HomeServices and the Berkshire Hathaway HomeServices symbol are registered service marks of HomeServices of America, Inc.® Equal Housing Opportunity. BHHS 03/2017



**LISTING CONTRACT (SELLER AGENCY CONTRACT)
EXCLUSIVE RIGHT TO SELL REAL ESTATE**

XLS

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

1 Broker (Company) Maxwell Realty Co., Inc Licensee(s) (Name) Nancy Alperin
 2 _____
 3 Company Address 1736 Pine Street Ste 100, Philadelphia, Direct Phone(s) (215)546-6000
 4 PA 19103 Cell Phone(s) (215)620-0099
 5 Company Phone (215)546-6000 Fax (215)546-0888
 6 Company Fax (215)546-0888 Email Nancyalperin@maxwellrealty.com

7 **SELLER** James Ernst
 8 _____
 9 **SELLER'S MAILING ADDRESS** _____
 10 _____
 11 **PHONE** _____ **FAX** _____
 12 **E-MAIL** _____

13 Seller understands that this Listing Contract is between Broker and Seller.
 14 Does Seller have a listing contract for this Property with another broker? ☐ Yes ☒ No
 15 If yes, explain: _____

16 **1. PROPERTY** **LISTED PRICE \$ 475,000.00**
 17 Address 502-504 S Juniper Street Philadelphia PA ZIP 19147
 18 Municipality (city, borough, township) Philadelphia
 19 County Philadelphia School District Philadelphia
 20 Zoning RM1
 21 Present Use _____
 22 Currently Occupied By _____
 23 Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date) 053162710
 24 _____

25 **2. STARTING & ENDING DATES OF LISTING CONTRACT (ALSO CALLED "TERM")**
 26 (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed and
 27 agreed upon the term of this Contract.
 28 (B) **Starting Date:** This Contract starts when signed by Broker and Seller, unless otherwise stated here: 03/22/2023
 29 (C) **Ending Date:** This Contract ends at 11:59 PM on 09/22/2023. By law, the term of a listing contract may not exceed
 30 one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically
 31 364 days from the Starting Date of this Contract.

32 **3. DUAL AGENCY**
 33 Seller agrees that Broker and Broker's Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a
 34 Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer and
 35 Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for a buyer
 36 and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that Broker is a
 37 Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.

38 **4. DESIGNATED AGENCY**
 39 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests
 40 of Seller. If Licensee is also the buyer's agent, then Licensee is a DUAL AGENT.
 41 ☐ **Designated Agency is not applicable.**

42 **5. BROKER'S FEE**
 43 (A) No Association of REALTORS® has set or recommended the Broker's Fee. Broker and Seller have negotiated the fee that Seller
 44 will pay Broker.
 45 (B) Broker's Fee is 6.000 % of the sale price OR \$ _____, whichever is greater, AND \$ 295.00, paid
 46 to Broker by Seller as follows:
 47 1. \$ _____ of Broker's Fee is earned and due (**non-refundable**) at signing of this Listing Contract, pay-
 48 able to Broker.

49 Broker/Licensee Initials: _____

XLS Page 1 of 7

Seller Initials: DS JE

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2023

rev. 9/22; rel. 1/23

2. Seller will pay the balance of Broker's Fee if:

- a. **Property, or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's Licensee(s), Seller, or by any other person or broker, at the listed price or any price acceptable to Seller, OR**
 - b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A willing buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller, OR
 - c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR
 - d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to sell the Property because of failing to do all the things required of the Seller in the agreement of sale (Seller default), OR
 - e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay from any money paid by the government, OR
 - f. A sale occurs after the Ending Date of this Contract IF:
 - (1) The sale occurs within 90 days of the Ending Date, AND
 - (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND
 - (3) The Property is not listed under an "exclusive right to sell contract" with another broker at the time of the sale.
- (C) If a sale occurs, balance of Broker's Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If the Property is transferred by an installment contract, balance of Broker's Fee will be paid upon the execution of the installment contract.

6. BROKER'S FEE IF SETTLEMENT DOES NOT OCCUR

If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker 1/2 of/from deposit monies.

7. COOPERATION WITH OTHER BROKERS

- Licensee(s) has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:
- (A) ☐ Represents Seller (SUBAGENT). Broker will pay _____ of/from the sale price.
 - (B) ☒ Represents the buyer (BUYER'S AGENT). Broker will pay 2.50% of/from the sale price. A buyer's Agent, even if compensated by Broker for Seller, will represent the interests of the buyer.
 - (C) ☐ Does not represent either Seller or a buyer (TRANSACTION LICENSEE). Broker will pay _____ of/from the sale price.

8. DUTIES OF BROKER AND SELLER

- (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential buyers. Broker will use reasonable efforts to find a buyer for the Property.
- (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.
- (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Seller's behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be referred to Broker.
- (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral, Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant's responsibilities.
- (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Broker's written consent.

9. BROKER'S SERVICE TO BUYER

Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services.

10. BROKER NOT RESPONSIBLE FOR DAMAGES

Seller agrees that Broker and Broker's Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker's Licensee(s).

11. DEPOSIT MONEY

- (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any uncashed check that is received as deposit money until Seller has accepted an offer.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
 - 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

JE

108 Broker/Licensee Initials: _____

XLS Page 2 of 7

Seller Initials: _____

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved.

(C) Seller agrees that if Seller names Broker or Broker's licensee(s) in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by Seller.

12. OTHER PROPERTIES

Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

13. ADDITIONAL OFFERS

Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by another Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

14. SELLER WILL REVEAL DEFECTS & ENVIRONMENTAL HAZARDS

(A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

1. is a possible danger to those living on the Property, or
2. has a significant, adverse effect on the value of the Property.

The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

(B) Seller will update the Seller's Property Disclosure Statement as necessary throughout the term of this Listing Contract.

(C) If Seller fails to disclose known material defects and/or environmental hazards:

1. Seller will not hold Broker or Licensee(s) responsible in any way;
2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;
3. Seller will pay all of Broker's and Licensee's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

15. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from the time an agreement of sale is signed to have a "risk assessment" or inspection for possible lead-based paint hazards done on the property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

16. HOME WARRANTIES

At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to Broker.

17. RECORDINGS ON THE PROPERTY

(A) Seller understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on the Property. Sellers should remove any items of a personal nature Seller does not wish to have photographed or recorded, such as family photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or Licensee) and all other personally identifiable information such as birth dates, social security numbers, telephone numbers, etc. Seller is responsible for providing this same notification to any occupants of the Property.

(B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state or federal wiretapping laws. **Seller hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them, from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the Property.**

DS
SE

Broker/Licensee Initials: _____

XLS Page 3 of 7

Seller Initials: _____

18. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658.

19. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

20. TRANSFER OF THIS CONTRACT

(A) Seller agrees that Broker may transfer this Contract to another broker when:

1. Broker stops doing business, OR
2. Broker forms a new real estate business, OR
3. Broker joins his business with another.

(B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements of this Contract with the new broker.

21. NO OTHER CONTRACTS

Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the Ending Date of this Contract.

22. CONFLICT OF INTEREST

It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller's interests before any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

23. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part of this Contract.

24. CHANGES TO THIS CONTRACT

All changes to this Contract must be in writing and signed by Broker and Seller.

25. MARKETING OF PROPERTY

(A) Multiple Listing Services (MLS)

1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS, Broker will make an offer of cooperating compensation to another participant who procures a tenant for the Property (See Paragraph 7). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used.

2. Sellers have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of MLS marketing may restrict Broker's ability to market the Property in other ways.

☐ Broker **will not** use an MLS to advertise the Property. Seller understands and agrees that the listing may be reported to an MLS, but will not be marketed for sale via an MLS. Further, Seller understands and agrees that any and all public marketing of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohibited. Seller may be required to sign an additional waiver or release to comply with MLS rules and policies.

☒ Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall communicate to the MLS all of Seller's elections made below. Seller agrees that Broker and Licensee, and the MLS are not responsible for mistakes in an MLS or advertising of the Property.

(B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)

1. Some brokers may use a VOW or IDX, which are governed by specific rules and policies. Sellers have the right to control some elements of how their property is displayed on a VOW and/or IDX website.

2. Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

☐ Comments or reviews about Seller's listings, or a hyperlink to such comments or reviews, in immediate conjunction with Seller's listing.

☐ Automated estimates of the market value of Seller's listing, or a hyperlink to such estimates, in immediate conjunction with the Seller's listing.

(C) Other

1. Where permitted, Broker, at Broker's option, may use: for sale sign, lock box, key in office, open houses and advertising in all media, including print and electronic, photographs and videos, unless otherwise stated here: _____

2. ☐ Seller does not want the listed Property to be displayed on the Internet.

☐ Seller does not want the address of the listed Property to be displayed on the Internet.

3. Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.

226 Broker/Licensee Initials: _____

XLS Page 4 of 7

Seller Initials: _____

DS
JE

227 (D) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in
 228 connection to the open house.

229 (E) Other _____

230 **26. PUBLICATION OF SALE PRICE**

231 Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the
 232 Property.

233 **27. COPYRIGHT**

234 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-
 235 wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and pro-
 236 vided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video
 237 recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License
 238 permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property list-
 239 ings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose
 240 that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of
 241 this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents
 242 and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any
 243 copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that
 244 Broker may produce using the Materials.

245 **28. FIXTURES AND PERSONAL PROPERTY**

246 (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded
 247 as part of the Property and therefore included in a sale. **Seller is encouraged to be specific when negotiating what items will be**
 248 **included or excluded in a sale.**

249 (B) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including plumb-
 250 ing; heating; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans);
 251 pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door
 252 openers and transmitters; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property
 253 at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to
 254 wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds;
 255 awnings; built-in air conditioners, built-in appliances, the range/oven, unless otherwise stated; and, if owned, solar panels, windmills,
 256 water treatment systems, propane tanks and satellite dishes. Also included: _____

258 (C) The following items are not owned by Seller and may be subject to a lease or other financing agreement (e.g., solar panels, windmills,
 259 water treatment systems, propane tanks, and satellite dishes): _____

261 (D) EXCLUDED fixtures and items: _____

263 **29. TAXES & SPECIAL ASSESSMENTS**

264 (A) At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: _____

266 (B) Yearly Property Taxes \$ **7,780.00** Property Assessed Value \$ _____

267 (C) Is the property preferentially assessed (including a tax abatement)? ☐ Yes ☐ No

268 If applicable, how many years remain? _____

269 (D) COA/HOA Name _____ COA/HOA Phone _____

270 COA/HOA special assessments \$ _____ Buyer's required capital contribution \$ _____

271 Please explain: _____

272 (E) COA/HOA Fees \$ _____ ☐ Quarterly ☐ Monthly ☐ Yearly

273 (F) Municipality Assessments \$ _____

274 **30. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

275 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
 276 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of
 277 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons
 278 purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
 279 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-
 280 ation of gains realized on disposition of such interests. The transferee/buyer, as the withholding agent, may request that you complete a
 281 FIRPTA Affidavit regarding your status as a foreign person as defined by the Act. Seller agrees to comply, if applicable.

282 **Broker/Licensee Initials:** _____

XLS Page 5 of 7

Seller Initials: _____

DS
JE

31. TITLE & POSSESSION

(A) Seller will give possession of Property to a buyer at settlement, or on _____

(B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:

☐ Oil ☐ Gas ☐ Mineral ☐ Other

If checked, please explain: _____

(C) Seller has:

☐ First mortgage with _____ Amount of balance \$ _____

Address _____

Phone _____ Acct. # _____

☐ Second mortgage with _____ Amount of balance \$ _____

Address _____

Phone _____ Acct. # _____

☐ Home Equity line of credit with _____ Amount of balance \$ _____

Address _____

Phone _____ Acct. # _____

☐ Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).

(D) Seller has:

☐ Judgments \$ _____ ☐ Past Due Municipal Assessment \$ _____☐ Past Due Property Taxes \$ _____ ☐ Past Due COA/HOA Fees \$ _____☐ Federal Tax Liens \$ _____ ☐ Past Due COA/HOA Assessments \$ _____☐ State Tax Liens (including sales, use and hotel occupancy taxes) \$ _____☐ Other: _____ \$ _____

(E) If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylvania county, list the county and the Domestic Relations Number or Docket Number: _____

31. BUYER FINANCING

Seller will accept the following arrangements for buyer to pay for the Property:

☒ Cash ☒ Conventional mortgage ☐ FHA mortgage ☐ VA mortgage☐ Seller's Assist to buyer (if any) \$ _____, or _____ %**32. SPECIAL INSTRUCTIONS**

The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

33. SPECIAL CLAUSES

(A) The following are part of this Listing Contract if checked:

☐ Property Description Addendum to Listing Contract (PAR Form XLS-A)☐ Single Agency Addendum (PAR Form SA)☐ Consumer Services Fee Addendum (PAR Form CSF)☐ Vacant Land Addendum to Listing Contract (PAR Form VLA)☐ Short Sale Addendum (PAR Form SSL)☐ _____☐ _____

(B) Additional Terms: Should the sale be in house 5% commission shall be due to Maxwell Realty Co., Inc.


DS
JE


Broker/Licensee Initials: _____

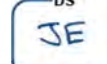
XLS Page 6 of 7


Seller Initials: _____

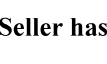
DS
JE

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

344  Seller has received the Seller's Property Disclosure form and agrees to complete and return to Listing Broker in a

345  timely manner, if required.

346  Seller has received the Lead-Based Hazards Disclosure form and agrees to complete and return to Listing Broker in

347  a timely manner, if required.

348 Seller has read the entire Contract before signing. Seller must sign this Contract.

349 Seller gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed.

350 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures

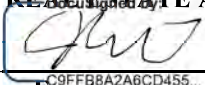
351 of all parties, constitutes acceptance by the parties.

352 This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts

353 together shall constitute one and the same Agreement of the Parties.

354 NOTICE BEFORE SIGNING: IF SELLER HAS LEGAL QUESTIONS, SELLER IS ADVISED TO CONSULT A PENN-

355 SYLVANIA REAL ESTATE ATTORNEY.

356 SELLER  DATE 3/22/2023

James Ernst

357 SELLER _____ DATE _____

358 SELLER _____ DATE _____

359 BROKER (Company Name) Maxwell Realty Co., Inc

360 ACCEPTED ON BEHALF OF BROKER BY _____ DATE _____

Nancy Alperin



CN

CONSUMER NOTICE

THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and sales persons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

Seller Agent

As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

Buyer Agent

As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

Dual Agent

As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

Designated Agent

As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

- The seller will accept a price less than the asking/listing price,
- The buyer will pay a price greater than the price submitted in the written offer, and
- The seller or buyer will agree to financing terms other than those offered.

Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

12/08

- Regardless of the business relationship selected, all licensees owe consumers the duty to:
 - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
 - Deal honestly and in good faith.
 - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
 - Comply with the Real Estate Seller Disclosure Law.
 - Account for escrow and deposit funds.
 - Disclose, as soon as practicable, all conflicts of interest and financial interests.
 - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
 - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
 - Keep the consumer informed about the transaction and the tasks to be completed.
 - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
 - The duration of the licensee's employment, listing agreement or contract.
 - The licensee's fees or commission.
 - The scope of the licensee's activities or practices.
 - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: 3/22/2023

James Ernst
(Consumer's Printed Name)

DocuSigned by:

C9FEB8A2A6C6455
(Consumer's Signature)

Date: _____

(Consumer's Printed Name)

(Consumer's Signature)

I certify that I have provided this document to the above consumer during the initial interview.

Date: _____

Nancy Alperin
(Licensee's Printed Name)

(Licensee's Signature)

RM0817L
(License #)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Historic Information

| | | | | | | |
|--|--|---|--|---|--|--|
| PENNSYLVANIA HISTORIC RESOURCE SURVEY FORM OFFICE OF HISTORIC PRESERVATION Box 1026 PA HISTORICAL & MUSEUM COMMISSION Harrisburg, PA 17120 | | 7. Local survey organization <p style="text-align: center;">Clio Group, Inc.</p> | | 1. County Philadelphia | | |
| 8. property owners name and address <p style="text-align: center;">Marlen Corp. 407 S. 12th St. Phila., PA 19147</p> | | 9. tax parcel number / other number <p style="text-align: center;">053162800</p> | | | 5. present name Philadelphia | |
| 12. classification site () structure () object () building (x) in N.A. district yes () no (x) | | 10. 1 1 8 4 8 5 9 4 0 U.T.M. zone easting <div style="display: flex; justify-content: space-around; margin-top: 5px;"> 4 4 2 1 3 2 0 </div> northing usgs sheet: Phila. Quad. | | | | 2. municipality Philadelphia |
| 13. date(s) (how determined) <p style="text-align: center;">1830 (alt)</p> | | 11. status (other surveys, lists etc.) | | | | |
| 14. period <p style="text-align: center;">1820-1839</p> | | 15. style, design or folk type <p style="text-align: center;">Late Federal</p> | | 3. street address or specific location 504 S. Juniper St. | | |
| 16. architect or engineer | | 17. contractor or builder | | | 4. survey code 061-64640-00506 | |
| 18. primary building mat./construction <p style="text-align: center;">Brick</p> | | 19. original use <p style="text-align: center;">Residence</p> | | | | |
| 20. present use <p style="text-align: center;">Residence</p> | | 21. condition <p style="text-align: center;">Poor</p> | | | | |
| 22. integrity <p style="text-align: center;">Average</p> | | 23. site plan with north arrow <div style="text-align: center;"> </div> | | 26. brief description (note unusual features, integrity, environment, threats and associated buildings) <p>A three-story, brick house with altered brick lintels on the double-hung sash windows and single-width door with transom. The basement and stairs are marble and the small wood cornice which projects from the facade.</p> <p style="text-align: right;">(continue on back if necessary)</p> | | |
| 24. photo notation <p style="text-align: center;">CD/U-13</p> | | 25. file/location | | | | |
| 27. history, significance and/or background <p style="text-align: center;">A residence on a block which is now a commercial-style architecture.</p> <p style="text-align: right;">(continue on back if necessary)</p> | | 28. sources of information | | | | |
| 29. prepared by: <p style="text-align: center;">N. Rappaport</p> | | 30. date <p style="text-align: center;">1/5/81</p> | | | | |
| 31. revision(s) | | 32. (continue on back if necessary) | | | | |

3. ADDITIONAL DATA/PHOTOS
number all continuations from front

4. survey code

061-46460-00506

EVALUATION

Would contribute to a district.

EVALUATOR(S)

N. Rappaport

504 S. Juniper St.

Plan 4s12, lot 111

m. erected

Grantor

Grantee

2/21/1846

Thomas B. Prichett,
gentleman

Adam Beatty,
manufacturer

a lot sit SW cor
Lombard & Juniper Sts.
Front on Lombard: 18'
Depth: 75' to a 3' wide
alley
Bounded W by other ground
of Thomas B. Prichett
S by said 3' wide alley
E by Juniper St. N by
Lombard St.

for \$1.00 and a
yearly rent of
\$72.00

NORW: 504 S. Juniper St.
will be situated on
the rear part of the
described lot

(AWM 6 311)

Adam Beatty died intestate 8/14/1853,
having two brothers and a sister - Samuel
Beatty, Robert Beatty and Martha Little -
to whom the below premises descended.

(ADB 29 301)

7/27/1858

Samuel Beatty,
manufacturer
Esther h/w
Robert Little,
manufacturer
Martha h/w (formerly
Beatty)

Robert Beatty,
manufacturer

for \$1,000.00 and
subject to a mortgage
debt of \$2,000.00

a 3 story brick messuage
on the above lot

NOTE: no mention of a
messuage on the
rear part of the lot

(ADB 29 301)

Robert Beatty by will to
Lavinia Beatty*

4/27/1883

Lavinia Beatty

Dudley McGarney*

a 3 story brick messuage and above lot

(JOD 110 260)

| | | |
|-----------|---|--|
| 6/19/1888 | Dudley McGarvey by Sheriff | <u>David M. Hess*</u> |
| | above premises | (Common Pleas 132 275) |
| 9/19/1894 | David M. Hess | <u>George W. Gray*</u> |
| | two 3 story brick messuages and above lot | for \$8,500.00 (TG 453 242) |
| 9/19/1894 | George W. Gray Elizabeth E. h/w | <u>David M. Hess*</u> |
| 2/18/1937 | The Bryn Mawr Trust Co. - admin. of the est. of David M. Hess | <u>G. Morris Robinson*</u> trustee of the est. of David M. Hess O's Court Jan. Term 1909 No. 545 |
| 5/17/1948 | Morris Robinson by Sheriff | <u>Joseph Vento*</u> |
| 5/17/1948 | Joseph Vento | <u>Samuel Cohen*</u> <u>Benjamin H. Wolf</u> |
| 1/25/1952 | Benjamin H. Wolf ½ share | <u>Dolores Lebowitz*</u> |
| 6/26/1962 | Estate of Samuel Cohen | <u>Rose Cohen*</u> |

* Information obtained from records of transfer, Registry Unit,
Department of Records, plan # S 12, lot 111.

Richard S. Fuller
Research Assistant
June 1, 1964

Maps of the City of Philadelphia, 1858-1860

Plate 35

SHARE

WORK TITLE:
Maps of the City of Philadelphia,
1858-1860

SUBTITLE:
Volume 3

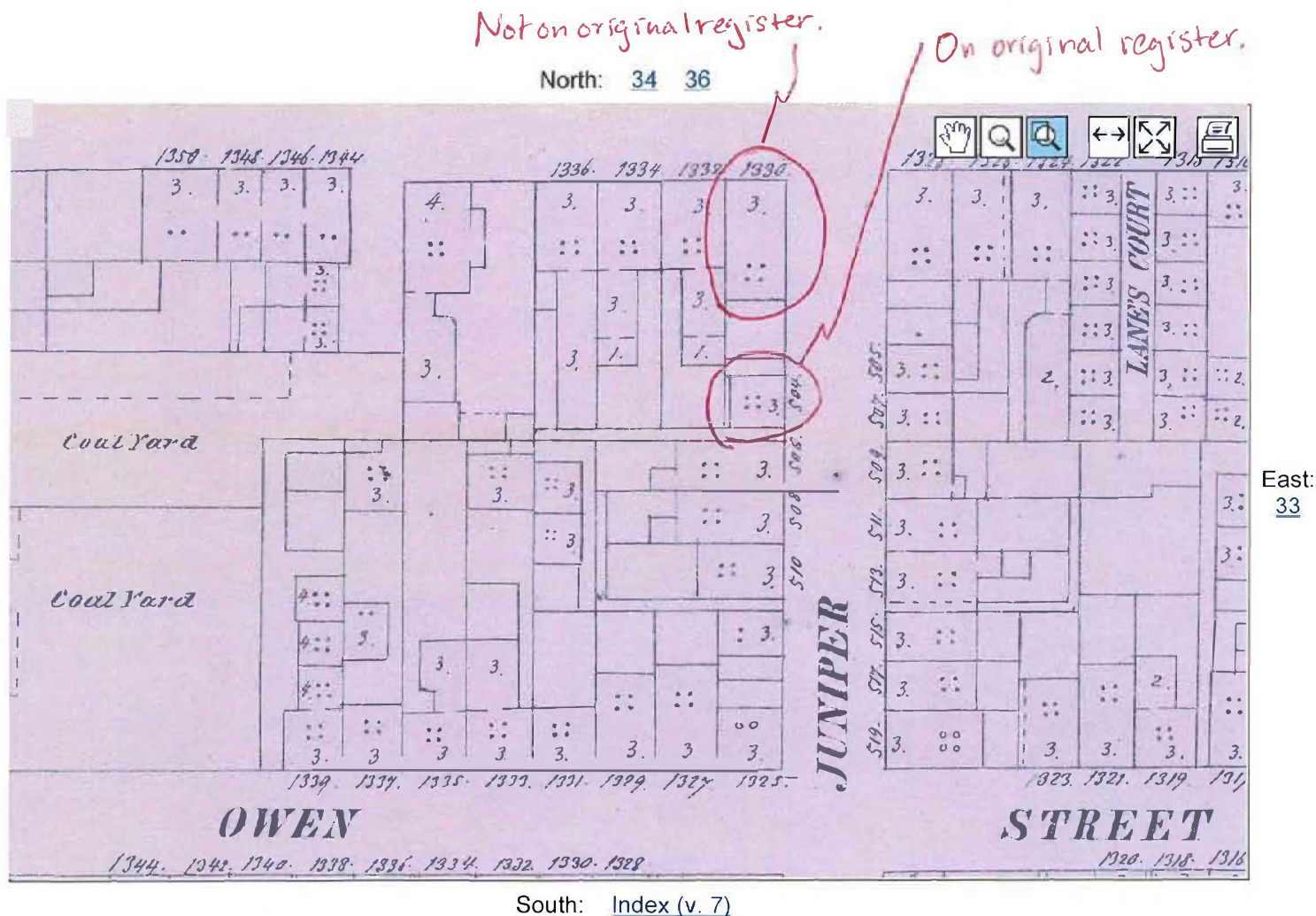
CREATOR:
Hexamer & Locher

DATE:
1858

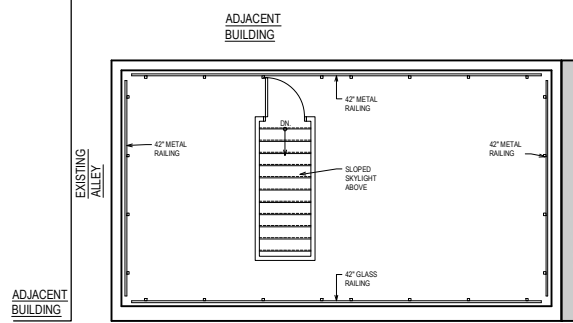
SOURCE:
[Map Collection, Free Library of Philadelphia](#)

IMAGE FILE(S):
HXL1858v3-PL35A (3.7 MB)
HXL1858v3-PL35B (3.9 MB)

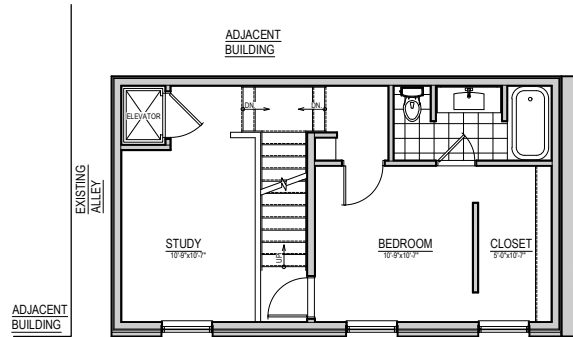
West:
37



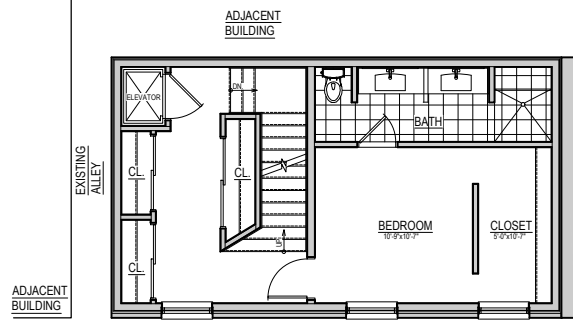
Materials are made available thanks to the generosity of the [Athenaeum of Philadelphia](#) and its partners.
Permission is required to duplicate or publish material on this site. ([Admin Login](#))



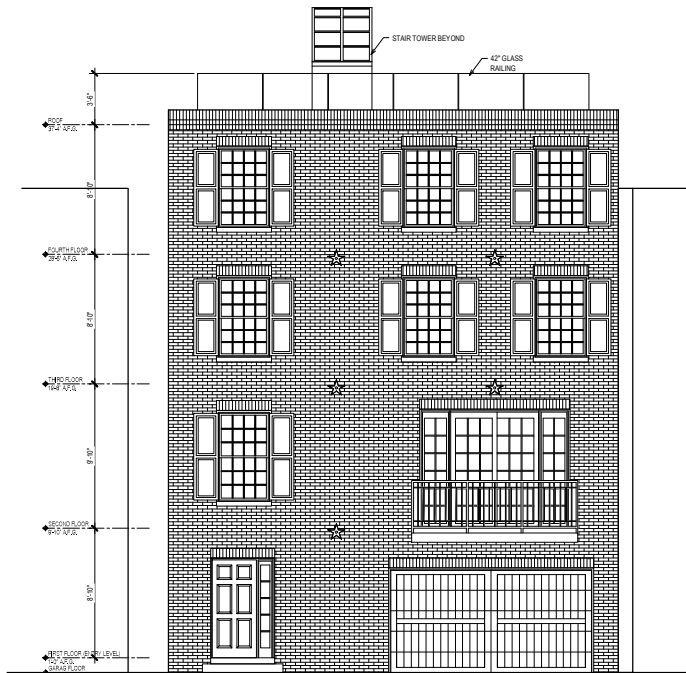
7 ROOF PLAN
SCALE: 1/4" = 1'-0"



6 FOURTH FLOOR PLAN
SCALE: 1/4" = 1'-0"

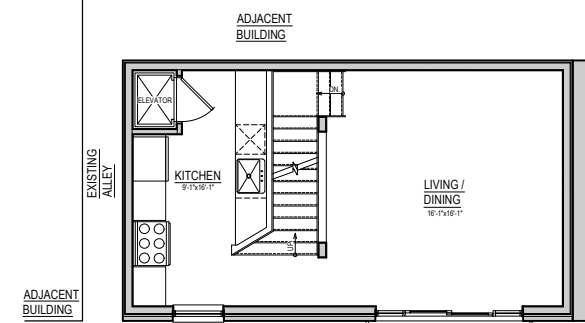


5 THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"

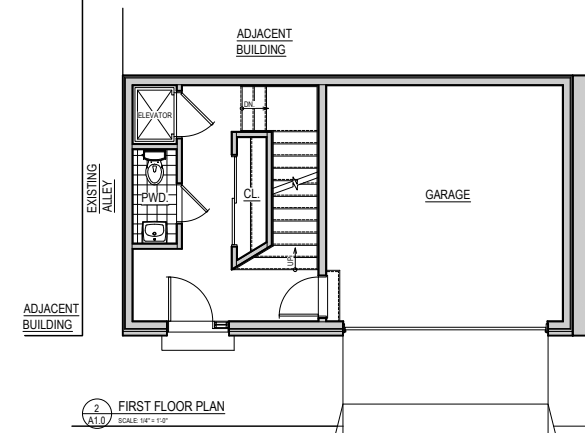


4 JUNIPER STREET ELEVATION
SCALE: 1/4" = 1'-0"

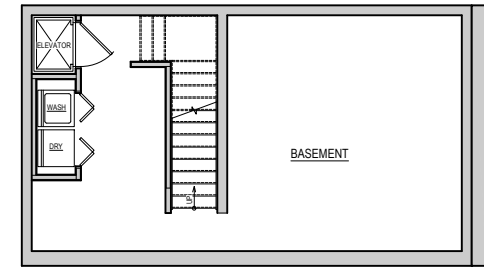
2020 new construction
plans - never provided
for PHC review



3 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 BASEMENT PLAN
SCALE: 1/4" = 1'-0"

Steh Architecture / Planning Associates, Inc.
115 AND STREET, SUITE 100, PHILADELPHIA, PA. 19106
TEL: 215-595-5000 FAX: 215-595-5001

PROJECT: Jay Ernet
201 NORTH 8TH STREET
PHILADELPHIA, PA. 19106

PROPOSED HOUSE
502-504 S. JUNIPER STREET
PHILADELPHIA, PA.

| NO. | DATE | DESCRIPTION |
|-----|------------|-------------|
| 1 | 10/10/2020 | AS NOTED |

DATE: 10/10/2020
SCALE: AS NOTED
SHEET NO.

A1.0

Photographs



North facing elevation showing sealant applied halfway up the structure



Photo 1: The stair header and the fireplace header are supported by a single member trimmer joist.

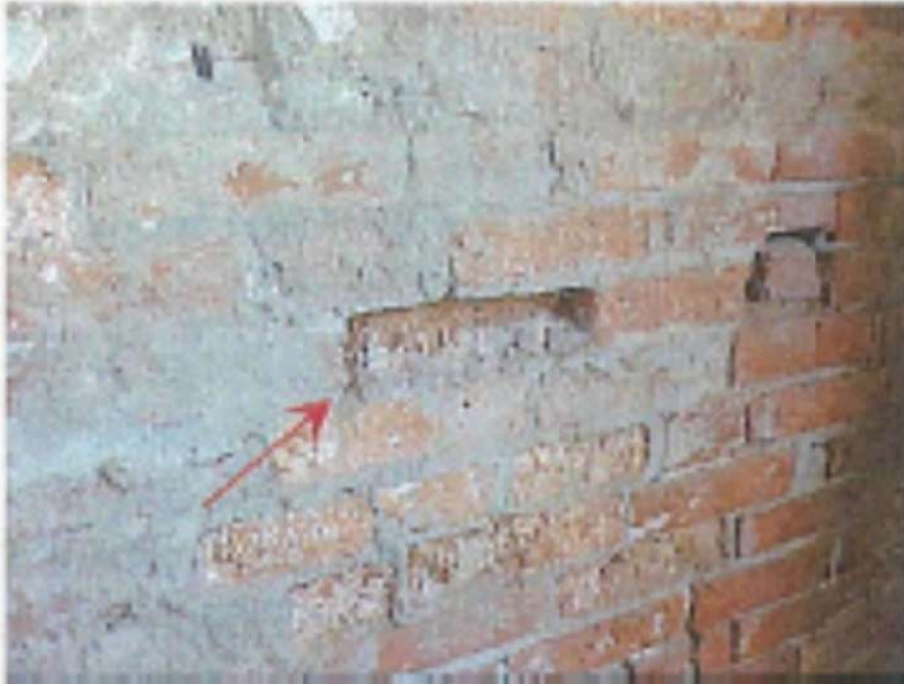


Photo 2: The roof and attic framing spans east-west between brick masonry bearing walls.

west



Photo3: There is evidence of insect damage on the underside of the first floor framing.



*Photo 4: In many locations, the interior surfaces of the bricks are deteriorated or bricks are missing
Note the use of cement mortar in previous attempts to repair these bricks.*



Photo 5: The water staining and possible decay may be the cause for the deflection of the west end of the ridge.

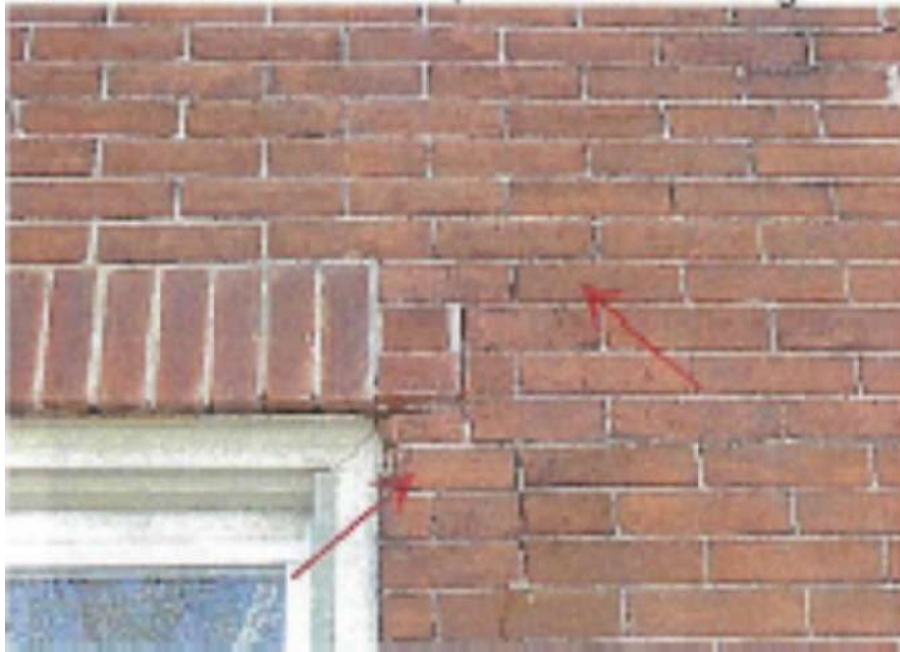


Photo 6: Surface corrosion of the window lintel has caused cracks to propagate from the corner of the window.



Photo 7: Some of the cracks on the east elevation extend through the full thickness of the wall.

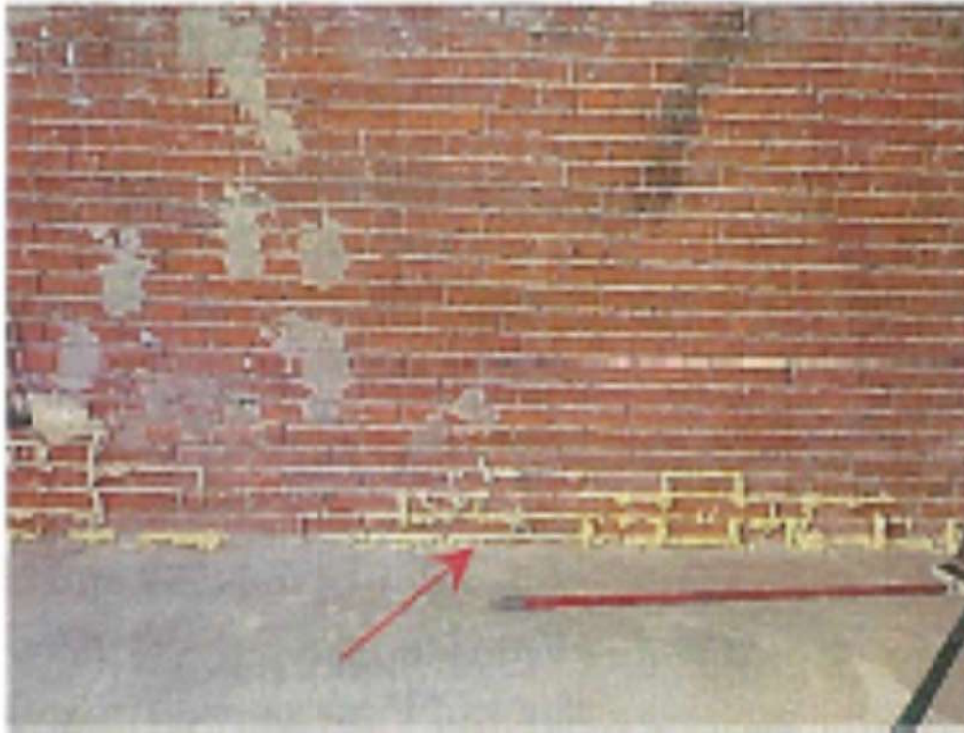


Photo 8: At the base of the north elevation (inside garage), the open mortar joints were filled with an expanding spray insulation.



Photo 9: At the top of the south elevation, the wall exhibits open mortar joints and deteriorated brick.



REAR WALL



STAIRS



EXISTING FRAMING



INTERIOR SIDE WALL



FRONT DOOR



INTERIOR FRONT WALL

EXISTING FIRST FLOOR INTERIOR PHOTOS

Stien Architecture / Planning Associates, Inc.
720 LOCUST STREET, SUITE 100, PHILADELPHIA, PA 19106
PH: 215-595-1000 FAX: 215-595-1001

Jay Ernst

201 NORTH 8TH STREET
PHILADELPHIA, PA 19106

Renovation / Addition

302-504 S. JAMES STREET
PHILADELPHIA, PA

DATE

PROJECT

OWNER

ARCHITECT

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE



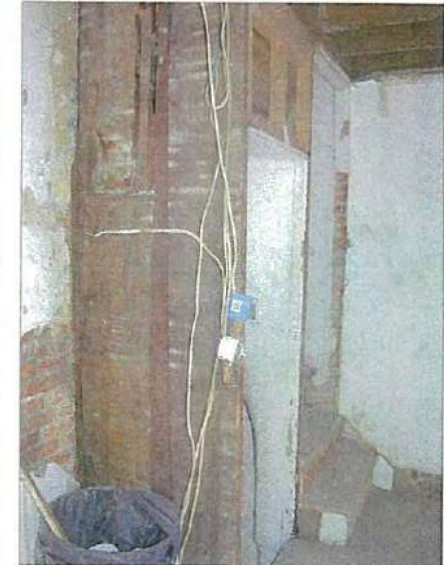
FRONT WINDOW



FRONT WINDOW



REAR WALL



STAIR

1
P3 EXISTING SECOND FLOOR INTERIOR PHOTOS



REAR WALL



ROOF FRAMING

2
P3 EXISTING THIRD FLOOR INTERIOR PHOTOS

Stein Architecture / Planning Associates, Inc.
1700 N. 10TH ST., SUITE 200, PHILADELPHIA, PA 19107
TEL: 215-626-1111 FAX: 215-626-1112

OWNER
Jay Ernst
200 NORTH 8TH STREET
PHILADELPHIA, PA 19106

PROJECT
Renovation / Addition
500-504 S. JAMER STREET
PHILADELPHIA, PA

| DATE | REVISION | DESCRIPTION |
|------|----------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DATE: 05/15/17
SCALE: AS NOTED
SHEET NO.

P3



S. JUNIPER STREET



JUNIPER STREET



Stein Architecture / Planning Associates, Inc.
220 N. 2ND STREET, 5TH FLOOR
PHILADELPHIA, PA 19106
TEL: 215-595-8888 FAX: 215-595-8889

OWNER
Jay Ernst

201 N. 2ND STREET
PHILADELPHIA, PA 19106

PROJECT
Renovation / Addition

201 N. 2ND STREET
PHILADELPHIA, PA

| DATE | REVISION |
|------|----------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

DATE: 02/15/17
DRAWN BY: AS NOTED
SHEET NO.

P4



📍 504 S JUNIPER ST

PHILADELPHIA, PA 19147-1007

Owner

ERNST JAMES

OPA Account Number

053162710

Mailing Address

502-04 S Juniper St
Philadelphia PA 19147-1007

Property assessment and sale information

| | |
|----------------|------------|
| Assessed Value | \$555,800 |
| Sale Date | 10/18/2016 |
| Sale Price | \$365,000 |

Office of Property Assessment (OPA) was formerly part of the Board of Revision of Taxes (BRT) and some City records may still use that name. Source: [Office of Property Assessment \(OPA\). \(https://www.phila.gov/opa/pages/default.aspx\)](https://www.phila.gov/opa/pages/default.aspx)

Valuation History (10)

Taxable and exempt land values can represent the contributory value of land in relation to the total market value, or were no structure is present, the value of vacant land. (Consistent with International Association of Assessing Officers (IAAO) standards, the value of an improved parcel is separated into the portion of value attributed to the improvement and the portion of value attributed to the land.)

| Year | Market Value | Taxable Land | Taxable Improvement | Exempt Land | Exempt Improvement |
|------|--------------|--------------|---------------------|-------------|--------------------|
| 2024 | \$555,800 | \$111,160 | \$444,640 | \$0 | \$0 |
| 2023 | \$555,800 | \$111,160 | \$444,640 | \$0 | \$0 |
| 2022 | \$445,100 | \$133,489 | \$311,611 | \$0 | \$0 |
| 2021 | \$445,100 | \$133,489 | \$311,611 | \$0 | \$0 |
| 2020 | \$445,100 | \$133,489 | \$311,611 | \$0 | \$0 |
| 2019 | \$430,800 | \$129,200 | \$301,600 | \$0 | \$0 |
| 2018 | \$433,800 | \$130,140 | \$303,660 | \$0 | \$0 |
| 2017 | \$433,800 | \$130,140 | \$303,660 | \$0 | \$0 |
| 2016 | \$433,800 | \$11,689 | \$422,111 | \$0 | \$0 |

| Year | Market Value | Taxable Land | Taxable Improvement | Exempt Land | Exempt Improvement |
|------|--------------|--------------|---------------------|-------------|--------------------|
| 2015 | \$433,800 | \$11,689 | \$422,111 | \$0 | \$0 |

Sales History (3)

| Date | Adjusted Total | Grantees | Grantors | Doc Id |
|------------|----------------|-------------------------------|-------------------------------|----------|
| 10/18/2016 | \$365,000 | ERNST JAMES | LUBLIN WILLIAM H; WALSH JAMES | 53127703 |
| 03/26/2008 | \$157,600 | LUBLIN WILLIAM H; WALSH JAMES | HSBC BANK USA NA TR | 51907371 |
| 02/03/2006 | \$400,000 | HYMAN RONALD M | LOMBARD CAPITAL LLC | 51375461 |





Property Details


Property characteristics described below are included for convenience, but may not reflect the most recent conditions at the property. For all property questions, [submit an official inquiry](#)

(https://opa.inquiry.phila.gov/opa/apps/help/PropInq.aspx?acct_num=053162710) or call OPA at (215) 686-9200 (tel: +12156869200).

| | |
|-----------------------|---|
| Year Built | 1920 (estimated) |
| Building Description | ROW OLD STYLE |
| Building Condition | Average |
| Number of Stories | 1 story |
| Number of Rooms | Not Available |
| Features | No basement No fireplace No garage (1 space) |
| Heating and Utilities | Heater type n/a Has central air Sewer type n/a |
| Lot Size | 612 sq ft |
| Improvement Area | 1,224 sq ft |
| Frontage | 34 ft |
| Beginning Point | 41' S LOMBARD ST |
| Zoning | RM1-Residential Multi-Family-1 ↗ (https://atlas.phila.gov/504%20S%20JUNIPER%20ST/zoning .) |
| OPA Account Number | 053162710 |
| OPA Address | 504 S Juniper St |
| Homestead Exemption | No |

Local Details

| | |
|---------------------|--|
| Political Divisions | Ward: 5th Council District: 1st  (http://atlas.phila.gov/504_S_JUNIPER_ST/voting) |
| School Catchment | Elementary: McCall, General George A. Middle: McCall, General George A. HS: Franklin Benjamin HS  (https://webapps1.philasd.org/school_finder/) |
| Police District | 3rd District  (https://www.phillypolice.com/districts/3rd/index.html) |
| Trash Day | Wednesday  (https://www.phila.gov/services/trash-recycling-city-upkeep/residential-trash-and-recycling/find-your-trash-and-recycling-collection-day/#/) |
| L&I District | CENTRAL EAST |
| Census Tract | 001101 |

You can download the property assessment dataset in bulk, and get more information about this data at metadata.phila.gov  (<https://metadata.phila.gov>)

Note: Taxable and exempt land values can represent the contributory value of land in relation to the total market value, or where no structure is present, the value of vacant land. (Consistent with International Association of Assessing Officers (IAAO) standards, the value of an improved parcel is separated into the portion of value attributed to the improvement and the portion of value attributed to the land.)

Demolition Documents



LICENSES - INSPECTIONS

BUILDING DEMOLITION SITE SAFETY PLAN CONTRACTOR WORK PLAN

A written document, which contains a comprehensive set of minimum safety requirements for demolition sites, is required to ensure the safety of the Demolition Contractor's personnel as well as the safety of the general public and the protection of adjoining property. The Demolition Contractor shall provide the requested information and/or documentation as detailed in this document. **"Attach additional sheets as necessary."**

CONTRACTOR WORK PLAN

Project Address: 502-504 S Juniper Street

A. DESCRIPTION OF STRUCTURE

1. Materials of Construction (check all that apply)

EXTERIOR WALLS

- ☒ Masonry
- ☐ Wood Frame
- ☐ Reinforced Concrete
- ☐ Steel Skeleton
- ☐ Other _____

FOUNDATIONS

- ☒ Masonry
- ☐ Reinforced Concrete
- ☐ Rubble Stone
- ☐ Other _____

INTERIOR WALLS

- ☐ Masonry
- ☐ Gypsum
- ☒ Wood Frame
- ☒ Plaster
- ☐ Other _____

INTERNAL COLUMNS

- ☐ Reinforced Concrete
- ☐ Steel Posts
- ☐ Masonry
- ☐ Wood
- ☒ Not Applicable

FLOORS

- ☐ Steel Framing
- ☒ Wood Framing
- ☐ Concrete
- ☐ Other _____

ROOF STRUCTURE

- ☒ Wood Framing
- ☐ Steel Framing
- ☐ Other _____

2. The building suffered damage resulting from fire, flood, explosion or other cause

Describe N/A

3. Other (attach additional sheets as necessary)

Describe N/A

B. DEMOLITION MEANS & METHODS (check all that apply)

The **Methods of Demolition** for safe demolition of the structure shall be provided below. A detailed **Sequence of Demolition** shall be provided to clearly detail the Demolition Contractor's plans for safely demolishing the building.

1. EQUIPMENT:

Exterior Walls

- ☒ Handheld Devices
- ☐ Mechanical

Floors/Ceilings

- ☒ Handheld Devices
- ☐ Mechanical

Interior Walls

- ☒ Handheld Devices
- ☐ Mechanical

Foundation

- ☒ Handheld Devices
- ☐ Mechanical

☐ Mechanical demolition equipment to be utilized. Describe N/A

2. Lateral bracing of the upper story walls will be required as the demolition proceeds. Describe N/A

3. Dust control measures to be utilized. Describe N/A

4. METHOD OF DEMOLITION (check all that apply; include additional sheets as necessary)

☒ Describe method of demolition, including any of the following items which apply:

- ☒ Method to be used for demolishing walls and partitions to ensure work above each tier of floor beams will be completed before any of the supporting structural members are disturbed.
- ☒ Measures to be taken to ensure that masonry walls, or other sections of masonry, will not be loosened or permitted to fall upon the floors of the building in such masses as to exceed the safe carrying capacities of the floors or the stability of structural supports.
- ☒ Methods to be used to ensure that no wall section, which is more than one story or 12 feet in height, will be permitted to stand alone.

- Where structural or load-supporting floor beams are located below stories that have yet to be demolished, and which will be cut for the disposal of materials or for the installation of demolition equipment, describe how this work will be accomplished to ensure that the cutting does not negatively impact the safety of the floor system. *N/D*
- Reinforced concrete, and heavy timber buildings, or portions thereof, shall be demolished column length-by-column length and tier-by-tier. Describe "chain or lashed in place" methods to be used to prevent any uncontrolled swing or drop of these structural members. *N/D*

See Attached paperwork

C. RESTORATION OF SITE (check all that apply)

- ☐ Where a building, or any portion, has been demolished to grade, the floor slab or foundation of such building, or portion shall be removed and the site backfilled to grade. Will the floor slab remain and not be backfilled? Yes ☒ No ☐ If yes, a Department approved waiver is required along with justification for the floor slab, including a demonstration of positive cellar drainage prepared by a registered design professional. A copy of all relevant documents shall be attached to this Site Safety Plan. *N/D*
- ☐ Details shall be provided regarding the future maintenance of the premises free from all unsafe or hazardous conditions, which may include the erection of necessary retaining walls and fences. Describe *N/D*

- ☒ Details shall be provided for the means and methods for restoration of established grades, including description of backfill material to be used. Describe *Contractor to backfill w/ clean fill.*

D. DISPOSAL OF DEBRIS

All demolition waste materials (debris) shall be removed from the site and disposed of at an approved facility / site. The Demolition Contractor shall provide L&I with the following information:

- ☒ Provide name and contact information of the landfill (or facility) where the debris will be disposed of: *Modern Dumpster*
- ☒ Provide an estimate of the volume of the debris (not including recycled materials) to be disposed of: *140 tons*

E. MISCELLANEOUS

- Provide PA One Call Number *20211510198*
- Describe any additional hazards

F. PROFESSIONAL ENGINEER'S CERTIFICATION

If required in accordance with Chapter 33 of the Philadelphia Building Code.

Signature of Design Professional

Date

5/30/21



AP#

FOR OFFICIAL USE ONLY

Demolition Supervisor's Name *Maurice Edwards*
Demolition Supervisor's Signature *Maurice Edwards*

**BUILDING DEMOLITION
 SITE SAFETY PLAN
 PUBLIC INFORMATION**

A written document, which contains a comprehensive set of minimum safety requirements for demolition sites, is required to ensure the safety of the Demolition Contractor's personnel as well as the safety of the general public and the protection of adjoining property. The Demolition Contractor shall provide the requested information and/or documentation as detailed in this document. "Attach additional sheets as necessary."

PUBLIC INFORMATION

Project Address: 502-04 S Jennifer Street

A. DESCRIPTION OF STRUCTURE

Building Height

Maximum height above grade 33'6" feet

Number of stories above grade 3

Number of stories below grade 1

Building Dimensions

Length 34' feet by Width 18' feet

B. SAFETY PROVISIONS

1. Safety Exposures & Environmental Issues (check all that apply)

All potential site hazards shall be identified, along with method for their remediation (encapsulation and/or removal). These materials shall be removed from the site prior to the commencement of the demolition work. All pipes, tanks, boilers or similar devices containing fuel shall be purged of such fuel.

☐ Hazardous Substances (paints, fuels, flammables, PCB's, etc.)

Present - yes/no _____

Removed - yes/no N/P

Describe method of disposal _____

☐ Asbestos (An asbestos inspection report, which is a prerequisite for a demolition permit, is required for all buildings, except for those constructed after January 1, 1980, or for buildings last legally used as 3-family or less) N/P

2. Other (attach additional sheets as necessary)

Describe N/P

C. PROTECTION OF ADJACENT PROPERTIES, WALKWAYS AND PUBLIC WAY (check all that apply)

Means of Protection to be utilized within the site shall be identified to ensure the safety of the general public and the protection of adjoining property, buildings, appurtenances, and related structures. Demolition operations shall not commence until the applicable protection is in place.

1. SITE SAFETY ZONE

☐ A site Safety Zone has been established and is clearly shown on the drawings. Describe N/P

☐ If mechanical demolition methods will be used, the minimum Safety Zone shall be equal to or greater than half the height of the building to be demolished. Otherwise, the minimum Safety Zone shall be equal to or greater than one-quarter the height of the building to be demolished. N/P

☒ A Site Plan has been prepared to indicate the location of all property lines; adjacent walkways, streets, and easements; all existing buildings; neighboring structures on adjacent lots; location of utilities; extent of demolition; and, planned pedestrian protections.

2. ADJACENT BUILDINGS IN SAFETY ZONE

☐ Building to be demolished is higher than the roof of adjoining building. Indicate height differential and method(s) of protection, if applicable. Describe N/P

- ☐ Temporary shoring provided to protect adjacent structures. Describe N/A
- ☐ Lateral bracing or underpinning to protect footings, foundations, exterior walls, party walls, chimneys, etc. of adjacent structures. Describe N/A

Note: If protection is required of any adjoining property, the Demolition Contractor shall obtain a license from the owner of the adjoining property prior to entering such property. Adjacent property owner must be notified of any impact to jointly owned party walls/ foundations a minimum of 10 days in advance of work.

3. STRUCTURES IN SAFETY ZONE

- ☐ Miscellaneous structures are present within the Safety Zone. Describe type/location in relation to the demolition work, and protection measures to be used N/A
- ☒ Traffic/Utility poles and trees to be protected. Describe protection Contractor to wrap Utility pole w/ 3/4" Plywood

4. WALKWAYS IN SAFETY ZONE

- ☒ Walkways/Public ways within the Safety Zone. Provide description of protection to be used Contractor to cover sidewalk w/ 3/4" plywood

5. RESTORATION OF SITE (check all that apply)

- ☒ Adjacent foundation walls shall be properly treated prior to backfilling of areas below grade. Describe Contractor to patch prior to backfilling
- ☒ Exposed walls shall be covered in accordance with Chapter 14 of the Building Code. Describe Contractor to skim coat walls w/ cement
- ☒ Openings in exposed party walls will require closing. Describe Contractor to fill opens w/ cement prior to skim coat

D. PROFESSIONAL ENGINEER'S CERTIFICATION

If required in accordance with Chapter 33 of the Philadelphia Building Code.

Signature of Design Professional

Date

5/30/21



AP#

FOR OFFICIAL USE ONLY

Demolition Supervisor's Name Maurice Edwards

Demolition Supervisor's Signature Maurice Edwards



City Of Philadelphia - Water Department Plumber's Permit

Permit Number: 202104271

Account Number: 4646000502001

Account Status: Active

Address: 00502 S JUNIPER ST

Account Type: Existing Water

Current Service Size: 5/8 IN.

Date Issued: 6/8/2021 12:36:04 PM

Invoice Number: 083814

Building Permit #: N/A

Meter Pit Required: N/A

Possible AKA Address: N/A

Pa One Call Number:

Highway District: 3

Stormwater Tracking ID: N/A

Plumber Name: Permit Issued to HomeOwner

License Number: HOMEOWNER

Plumber Address: :

Plumber Email Address: N/A

| Permit Item | Size | Unit Cost | Additional Charges | Item Total | Expires: |
|----------------|---------|-----------|--------------------|------------|----------|
| Discontinuance | 5/8 IN. | \$100.00 | \$0.00 | \$100.00 | N/A |

Printed: 6/21/2021

Total Permit Cost: \$100.00

For Street Openings, you must notify the Streets Department that your work is complete. Please visit the Streets Department Plumbers website @ www.phila.gov/streets/backfill. Effective August 1, 2012 backfill postcards will no longer be accepted.



City of Philadelphia - Water Department Invoice

Invoice Number: 083814

Fund: 02-284596-3630

Date Issued: 6/8/2021

Department: Water

*** This is NOT a permit. Please pay the cashier and return to the Permit Desk to receive the Permit. ***

Plumber Name: Permit Issued to HomeOwner

License Number: HOMEOWNR

Plumber Address:

| Address | Permit Number | Permit Items: | Cost |
|--------------------|---------------|----------------|----------|
| 00502 S JUNIPER ST | 202104271 | Discontinuance | \$100.00 |

Printed: Tuesday, June 08, 2021 12:40:39 PM

Total Permit Cost: \$100.00

*** Revenue Department Copy ***



City of Philadelphia - Water Department Invoice

Invoice Number: 083814

Fund: 02-284596-3630

Date Issued: 6/8/2021

Department: Water

*** This is NOT a permit. Please pay the cashier and return to the Permit Desk to receive the Permit. ***

Plumber Name: Permit Issued to HomeOwner

License Number: HOMEOWNR

Plumber Address:

| Address | Permit Number | Permit Items: | Cost |
|--------------------|---------------|----------------|----------|
| 00502 S JUNIPER ST | 202104271 | Discontinuance | \$100.00 |

Printed: Tuesday, June 08, 2021 12:40:39 PM

Total Permit Cost: \$100.00

*** Customer Copy ***

SITE LOCATOR

SAFETY PROTECTION SIGN:
PEDESTRIAN REDIRECTION SIGN
USE OTHER SIDE OF STREET

SITE SAFETY PLAN
SCALE: NTS

SAFETY PROTECTION SIGN:
PEDESTRIAN REDIRECTION SIGN
USE OTHER SIDE OF STREET

1. MY VISUAL INSPECTION OF THE PROPERTIES ON THE ONE SIDE IS AS FOLLOWS: THE PROPERTY ON THE LEFT SIDE IS A 3 STORY HOUSE AND ON THE RIGHT SIDE IS A 3 STORY HOUSE.
2. WE WOULD PUT AN 8' TEMP FENCE IN THE FRONT & REAR OF THE BUILDING THAT IS BEING DEMOLISHED.
3. THE DEMOLITION COMPANY HAS ALL SAFETY MEASURES IN PLACE SO THAT DURING THE DEMOLITION OF THE STRUCTURE THERE WILL BE NO HAZARDS.
4. THE UTILITY CONFIRMATION IS THE SERIAL NUMBER BELOW: (202107056)
5. THERE ARE NO KNOWN ENVIRONMENTAL ISSUES.
6. TYPE OF CONSTRUCTION IS NON-COMBUSTIBLE / COMBUSTIBLE
7. CONDITION OF STRUCTURE: THE STRUCTURE IS IN FAIRLY GOOD CONDITION.
8. THE FOUNDATION, INCLUDING APPROX. 3'± TO THE LEFT & APPROX. 3'± TO THE RIGHT.
9. THE ROOF ON THE LEFT IS APPROX. 3'± TO AND TO THE RIGHT IS APPROX. 34'±.
10. FOR SHORING NECESSARY WILL BE PUT IN PLACE IF NECESSARY BY DEMOLITION COMPANY.
11. NOTES:

SUPERVISOR AND SITE SAFETY PLAN
TO BE ON SITE AT ALL TIMES

CONTRACTOR TO CALL PAI SYSTEM INC
BEFORE DEMOLITION WORK TO VERIFY
UNDERGROUND UTILITY LOCATION &
SHUT OFF. (1-800-242-1776)

HAND DEMO, BACKFILL HOLE, &
PARGE WALLS

DEMOLITION GENERAL NOTES

DEMOLITION IS INTENDED TO PREPARE THE BUILDING TO RECEIVE THE NEW WORK. THE INFORMATION PROVIDED IN NO WAY INTENDS TO MEAN THAT THE DEMOLITION IS LIMITED ONLY TO THOSE ITEMS SPECIFICALLY IDENTIFIED. THE CONTRACTOR SHALL REMOVE ALL EXISTING ITEMS OF CONSTRUCTION AND EQUIPMENT WITHIN THE PROJECT AREA INDICATED FOR DEMOLITION. THIS INCLUDING, BUT NOT LIMITED TO, FLOOR MATERIALS, BASE WALLS, CASES, DOORS, DOOR FRAMES, CASE CRATES, ELECTRICAL, MECHANICAL, PUMPING, PIPES AND SYSTEMS AS REQUIRED TO ALLOW FOR THE EXECUTION OF NEW WORK.

THE CONTRACTOR SHALL REMOVE ALL ITEMS TO BE DEMOLISHED IN THIS ENTRY INCLUDING ALL ASSOCIATED PIPES, WIRING, HANGERS, SUPPORTS, PROJECTIONS, BOLTS, NAILS, ETC. FROM EXISTING SURFACES, AND PATCH ALL HOLES TO MATCH ADJACENT SURFACES OR PROVIDE NEW SCHEDULED FINISHES.

THE CONTRACTOR SHALL BRING TO THE ARCHITECT'S ATTENTION FOR DECISION ALL STRUCTURAL INTERFERENCE THAT WOULD AFFECT THE EXECUTION OF THE NEW WORK. NO FLOOR OR STRUCTURAL MEMBERS SHALL BE CUT WITHOUT PERMISSION OF A REGISTERED STRUCTURAL ENGINEER. ALL PROPOSED SLEEVES / CORNS SHALL BE REVIEWED BY THE ARCHITECT.

THE CONTRACTOR SHALL REMOVE ALL EXISTING FLOOR FINISHES AND ADHESIVE DOWN TO THE CONCRETE SLAB, AND LEAVE FLOOR SMOOTH FOR NEW FINISH. THE CONTRACTOR SHALL OBSERVE MANUFACTURERS REQUIREMENTS FOR SURFACE PREPARATION. REMOVE ALL EXISTING FLOOR FINISHES WITHIN AREA OF DEMOLITION SHALL BE AS FOLLOWS:

- A. CARPET: REMOVE ENTIRELY, INCLUDING PADDING. REMOVE REMAINING GLUE RESIDUE AND PATCH AS NECESSARY FOR NEW FLOOR FINISH.
- B. VINYL: REMOVE ENTIRELY. AFTER MATERIAL HAS BEEN TESTED FOR REMOVAL, REMOVE ALL CARPET OR GROUT RESIDUE, PATCH AS NECESSARY TO PROVIDE LEVEL SURFACE.
- C. CERAMIC TILE: REMOVE ENTIRELY. PATCH AND REPAIR FLOORS WITH A LATEX LEAVING COMPOUND TO PRODUCE A SMOOTH, LEVEL SURFACE TO RECEIVE NEW FINISHES.

THE CONTRACTOR SHALL REMOVE EXISTING FINISHES, INCLUDING CERAMIC TILE, VINYL WALL COVERING, WALL BASE, ETC., AT ALL EXISTING WALLS TO RECEIVE NEW FINISHES UNLESS OTHERWISE NOTED AND LEAVE WALL SURFACE SMOOTH TO RECEIVE NEW FINISHES.

THE CONTRACTOR SHALL REMOVE ALL EXISTING CEILING(S) TO ALLOW FOR PROPER INSTALLATION OF MECHANICAL, PLUMBING AND ELECTRICAL WORK.

THE CONTRACTOR SHALL REMOVE ALL EXISTING CEILING(S) TO ALLOW FOR PROPER INSTALLATION OF MECHANICAL, PLUMBING AND ELECTRICAL WORK.

ALL PIPING WHICH BECOMES EXPOSED DURING THE ALTERATION WORK SHALL BE REMOVED AND REQUITED TO BE CONCEALED BEHIND FINISHED SURFACES.

EXISTING BUILDING PLUMBING SERVICES TO BE SHUT-DOWN PRIOR TO DEMOLITION OF EXISTING WALLS SHALL BE COORDINATED WITH THE OWNER AND COMMUNITY ASSOCIATION.

COORDINATE WITH THE OWNER REGARDING THE REMOVAL AND/OR STORAGE OF EXISTING FURNITURE AND LAUNDRY APPLIANCES.

THE CONTRACTOR SHALL MAINTAIN ALL MEANS OF EGRESS FOR THE DURATION OF DEMOLITION. CONSTRUCTION OF THE CONTRACTOR SHALL PROVIDE FIRE RATED TEMPORARY PARTITIONS AND/OR EXISTING WALLS AND DOORS AND GATEWAYS FROM THE BUILDING TO THE PUBLIC WAY AS REQUIRED BY AUTHORITY HAVING JURISDICTION.

THE CONTRACTOR SHALL PROVIDE TEMPORARY PROTECTION WHILE WORKING IN THE SPACE BELOW OR ABOVE THE AREA OF DEMOLITION/ CONSTRUCTION.

THE ARCHITECT AND/OR ENGINEER SHALL NOT BE RESPONSIBLE FOR THE SAFETY AND CONSTRUCTION AND/OR DEMOLITION PROCEDURES, TECHNIQUES, OR THE FAILURE OF THE CONTRACTOR TO CARRY OUT THE WORK SAFELY WITHIN THE JURISDICTION OF LOCAL STATE OR FEDERAL REGULATIONS.



LEFT SIDE (2 STORY HOUSE)



502-04 S JUNIPER STREET



RIGHT SIDE (CORNER)

CONTRACTOR NOTES

THE CONTRACTOR SHALL PERFORM A SITE VISIT IN CONNECTION WITH THE WORK. THE CONTRACTOR HAS AGREED THAT THEY HAVE INVESTIGATED THE EXISTING CONDITIONS TO BE RENOVATED AND COMPARE THEM TO THE WORK TO BE PERFORMED ACCORDING TO THE REQUIREMENTS OF THE DRAWINGS. THE INFORMATION CONTAINED IN THESE DRAWINGS WITH REGARD TO EXISTING CONDITIONS OF CONSTRUCTION IS PROVIDED FOR THE CONVENIENCE OF THE USER OF THE DRAWINGS. THE CONTRACTOR'S OBLIGATION IS LIMITED TO PROVIDE COMPLETE AND ACCURATE REPRESENTATION OF SUCH EXISTING CONDITIONS. THIS INTERPRETATION HAS BEEN TAKEN FROM DRAWINGS SUPPLIED BY THE SUBMITTER OF THE PROJECT. THE CONTRACTOR'S OBSERVATIONS AND OBSERVATIONS; THE INFORMATION CONTAINED IN THESE DRAWINGS, WITH REGARD TO THE EXISTING CONDITIONS OF CONSTRUCTION IN NO WAY RELEASES THE CONTRACTOR FROM HIS RESPONSIBILITY TO COMPLY WITH ALL APPLICABLE CODES RELATIVE TO THE EXECUTION OF THE WORK, AS DESCRIBED IN THESE DOCUMENTS.

NO GUARANTEES ARE MADE AS TO THE GENERAL CONDITIONS OF THE EXISTING BUILDING OR THE EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO, ELECTRICAL, PLUMBING, MECHANICAL, STRUCTURAL, AND CONSTRUCTION TYPE THAT MAY AFFECT OR BE AFFECTED BY NEW WORK. SMALL COORDINATE SUCH FIELD VERIFICATION OF EXISTING CONDITIONS TO THE CONTRACTOR. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES AND/OR CONFLICTS INVOLVING EXISTING CONDITIONS AND REPORT THEM TO THE ENGINEER IMMEDIATELY. IF THE CONTRACTOR SHALL FIND THAT THE EXISTING CONDITIONS ARE AS THEY RELATE TO THE SPECIFIC PORTIONS OF THE WORK, VERIFICATION SHALL BE UNNECESSARY. IF THE CONTRACTOR FINDS THAT THE EXISTING CONDITIONS ARE NOT AS INDICATED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. THE SCHEDULED INSTALLATION OF NEW WORK, AS DESIGNED AND DETAILED BY THE ENGINEER, SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. IF DISCOVERED, THEIR IDENTIFICATION OF SUCH CONDITIONS SHALL PROVIDE FOR A REVISION OF THE SCHEDULED TIME FRAME. THE CONTRACTOR SHALL PROVIDE FOR ALL CONDITIONS AND MAKE RECOMMENDATIONS FOR THE ACCOMMODATING NEW WORK. THE CONTRACTOR SHALL VERIFY THE LOCATION AND EXTENT OF THE EXISTING UTILITIES AND THE LOCATION AND EXTENT OF THE EXISTING ELECTRICAL SYSTEMS. EMERGENCY LITING SYSTEMS ARE "AS THEY MAY BE AFFECTED BY THE NEW WORK." THE CONTRACTOR SHALL VERIFY THE LOCATION AND EXTENT OF THE EXISTING NEW WORK, SO THAT ALL APPLICABLE CODES REQUIREMENTS ARE SATISFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO BEING ADJUNCT TO THE PROJECT. ANY VIOLATIONS OF THE BUILDING AND FIRE CODES, REGULATIONS, ORDINANCES, AND ANY GOVERNMENT AGENCIES' REGULATIONS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY VIOLATIONS OF THE BUILDING AND FIRE CODES, REGULATIONS, ORDINANCES, AND ANY GOVERNMENT AGENCIES' REGULATIONS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO THE AREA ADJACENT TO NEW CONSTRUCTION OR OCCUPIED AREAS WHERE VACUUM SYSTEM CONNECTIONS OR DISCHARGES ARE REQUIRED AND SHALL BE RESPONSIBLE FOR DAMAGE CAUSED BY CONNECTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND EQUIPMENT AVAILABLE FOR USE. TRANSPORT TO NECESSARY CONNECTIONS MAY REQUIRE THE USE OF MATERIALS, AND COMPONENTS INTO THE BUILDING. USE OF SUCH ITEMS OF ACCESS SHALL BE APPROVED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND ASSEMBLY OF THE BUILDING THAT ARE REQUIRED TO BE PROTECTED AGAINST DAMAGE FROM THE ACTIVITIES OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BUILDING FROM DAMAGE INVOLVING EXISTING CONDITIONS AND BRINGS THEM TO THE ARCHITECTS ATTENTION IMMEDIATELY. THE CONTRACTOR SHALL TAKE ALL THE MEASURES TO MAINTAIN THE BUILDING IN A WEATHER TIGHT CONDITION. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING PROPER INTERFERENCE BETWEEN EXISTING AND NEW WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING CONDITIONS AND FOR THE SEQUENCE OF DECONSTRUCTION, UTILIZATION, AND ERECTED SAFETY PLAN.

CUTTING AND PATCHING GENERAL NOTES

[illegible]

PROJECT TITLE:

DEMOLITION MAN, LLC
502 - 04 S JUNIPER STREET
PHILADELPHIA, PA.

| | |
|------|----------|
| DATE | REVISION |
|------|----------|



DATE: 5/21/21

[illegible]

RN. BY: C.W.H.

| | |
|--|--|
| | |
|--|--|

1

1

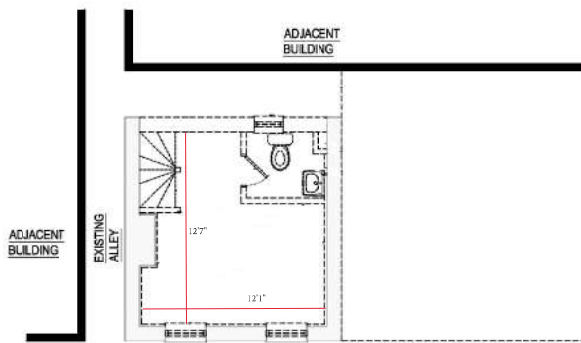
TITLE:

DRAWING T

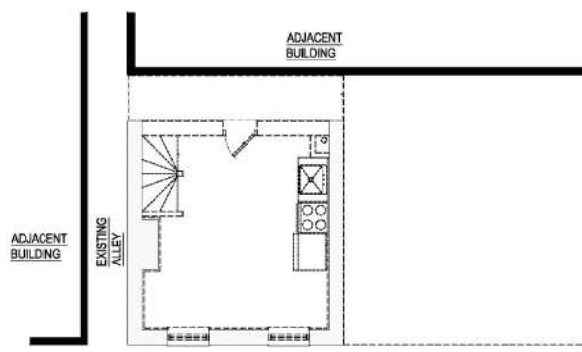
50B DRA

1

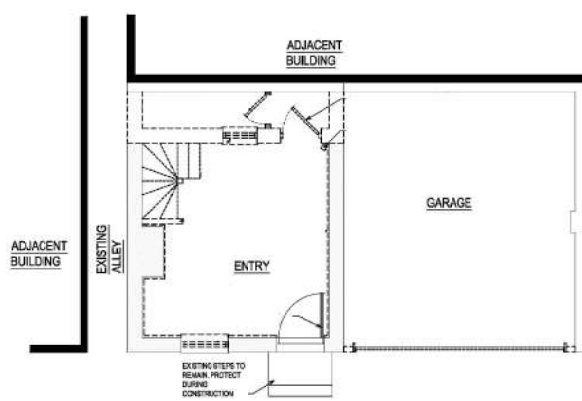
SHE



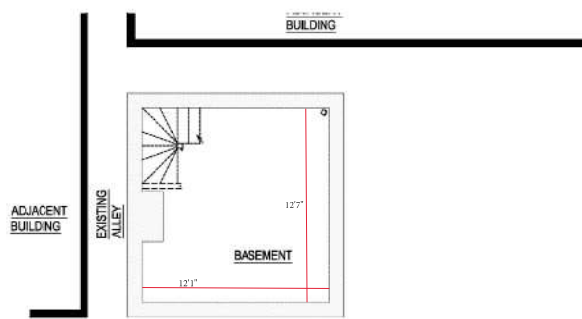
4 THIRD FLOOR DEMO PLAN
SCALE: 1/8" = 1'-0"



3 SECOND FLOOR DEMO PLAN
SCALE: 1/8" = 1'-0"



2 FIRST FLOOR DEMO PLAN
SCALE: 1/8" = 1'-0"



1 BASEMENT DEMO PLAN
SCALE: 1/8" = 1'-0"

| | |
|--|---|
| Stein Architecture / Planning Associates, Inc. <small>3734 LOCUST STREET, SUITE 200, PHILADELPHIA, PA 19104 TEL: 215-592-1234 FAX: 215-592-1235</small> | |
| OWNER: Jay Ernet <small>200 NORTH 8TH STREET PHILADELPHIA, PA 19106</small> | PROJECT: Renovation / Addition <small>502-504 S. JUNIPER STREET PHILADELPHIA, PA</small> |
| DATE: 07/16/17 SCALE: AS NOTED SHEET NO.: | |
| D1.0 | |

May 15, 2021

City of Philadelphia
Department of Revenue
Water Revenue Bureau

To Whom it May Concern,

I give Demolition Man LLC full rights to demolish the property listed below on S Juniper St in Philadelphia, that is owned by me, James J. Ernst, MD:

502-504 S. Juniper St
Philadelphia, PA
19147

I would like to have the water service discontinued at the following locations, effective immediately, due to the intended demolishing with intent to rebuild.

To enter the property, please first contact Michelle DiCicco at [redacted] There is a lockbox on the property with code [redacted] which will allow you entrance if no one is available to let you in.

Thank you,

James J Ernst, MD

A handwritten signature in black ink, appearing to be 'J. Ernst', written in a cursive style.

EARL F. BUSER, P.E.

STRUCTURAL & CIVIL ENGINEERING

**DESIGN • CONSULTATION • INSPECTION • REPORTS
BUILDINGS • STRUCTURES • DRAINAGE**

**1714 HOWE LANE
MAPLE GLEN, PA 19002**

**(215) 643-1175
FAX (215) 643-7522**

May 30, 2021

City of Philadelphia
Streets Department
1401 JFK Blvd
Municipal Services Building, Pa 19102

RE: 502-04 S. Juniper Street

Subject: Demolition of Existing Building

To whom it may concern,

I, Earl F. Buser P.E. have inspected the subject building at the above addressed referenced address. The building is indicated with pertinent dimensions and identifications on the attached drawing prepared by the owner.

It is my understanding that the subject building will be demolished and removed. The scope of my work was limited to inspecting the readily visible and accessible areas of the building and determining whether the demolition of the building will affect the structural stability and integrity of the adjacent buildings.

- * Prior to starting Demolition Company will set up a site inspection with licensing + inspection to go over site safety plan and all safety measures to be put in place.
 - * All utilities will be disconnected, abandoned and/or sealed prior to starting demolition.
 - * Demolition will start 21 days after receiving permit form licensing and inspection.
1. Establish temporary fence line around perimeter of the building. (Put up signing, informing the public of demolition work and sidewalk closure)
 2. Demolish the building from the roof down to the ground floor by hand tools.
(Refer to Site Safety Plan)

EARL F. BUSER, P.E.

STRUCTURAL & CIVIL ENGINEERING

DESIGN • CONSULTATION • INSPECTION • REPORTS
BUILDINGS • STRUCTURES • DRAINAGE

1714 HOWE LANE
MAPLE GLEN, PA 19002

(215) 643-1175
FAX (215) 643-7522

a (Shoring is not necessary)

3. As we demolish from the roof down to the ground floor we will demolish exterior walls in a safe manner down to the ground by hand tools. Saw cut away from adjacent building front.

4. Load out C&D debris into 40-yard container boxes for disposal.

{Milestone: Within 20 days the building will be demolished down to the ground floor}

* Site safety plan will be on site at all times and reviewed on a daily basis.

Hours of operation:

Monday through Saturday 7 AM to 4 PM (Saturday start time 8 AM)

Estimated time of completion approximate 30 work days.

Health and safety:

Prior to starting every day all safety measures will be checked in place.

Every Monday morning there will be a toolbox safety meeting for all employees.

(different topic every week)

Thanks in advanced for processing this request. If you have any other questions, please feel free to contact me or my partner Chris Hammel (609) 504-0224.

Respectfully,

Earl F. Buser, PE

PA Lic No 12184E

Phila. Bus. Lic. No 477281



EARL F. BUSER, P.E.

STRUCTURAL & CIVIL ENGINEERING

DESIGN • CONSULTATION • INSPECTION • REPORTS

BUILDINGS • STRUCTURES • DEMOLITION

1714 HOME LANE
MAPLE GLEN, PA 19002

(215) 643-1175
FAX (215) 643-7522

METHOD OF DEMOLITION DESCRIPTION

For hand demolition our method to be used for demolishing walls and partitions to ensure work above each tier of floor beams will be completed before any of the supporting structural members are disturbed is to start at the roof level. Once the roof is off the roof joists are removed by hand. Then the masonry walls to be removed are taken down by hand and dropped through the open floor joists of each floor and into the basement. This procedure is repeated for each floor until we meet grade.

For hand demolition our measures to be taken for to ensure the that masonry walls, or other sections of masonry, will not be loosened or permitted to fall upon the floors of the building in such masses as to exceed the safe carrying capacities of the floors or the stability of structural supports is to remove all subflooring. We will leave all joists attached for stability. All masonry is knocked down across all involved walls evenly (this is usually a couple of courses at a time) by hand using wrecking bars and sledge hammers. Because of the subflooring removal, all masonry removed never puts load on the structural members.

For hand demolition our methods to be used for ensuring that no wall section, which is more than one story or 12 feet in height, will be permitted to stand alone is as stated above. All masonry removed by hand is removed evenly at all involved walls. Joists are not removed by hand until masonry is removed at that point of attachment.



Zoning Permit

Permit Number ZP-2021-008784

| | | |
|---|-------------------------|--------------------------|
| LOCATION OF WORK 502 S JUNIPER ST, Philadelphia, PA 19147-1007 | PERMIT FEE \$51.00 | DATE ISSUED 8/25/2021 |
| | ZBA CALENDAR | ZBA DECISION DATE |
| | ZONING DISTRICTS RM1 | |

| | |
|------------------------------|---|
| PERMIT HOLDER ERNST JAMES | 502-04 S JUNIPER ST PHILADELPHIA, PA 19147- |
|------------------------------|---|

| | |
|---------------------------------|---|
| APPLICANT Demolition Man LLC | 311 Manton Street Philadelphia, PA 19147USA |
|---------------------------------|---|

| |
|---------------------------------|
| TYPE OF WORK Full Demolition |
|---------------------------------|

| |
|--|
| APPROVED DEVELOPMENT FOR THE COMPLETE DEMOLITION OF EXISTING STRUCTURES ON LOT. |
|--|

| |
|---------------------------|
| APPROVED USE(S) Vacant |
|---------------------------|

| |
|--|
| THIS PERMIT IS SUBJECT TO THE FOLLOWING PROVISIO(S) AS ESTABLISHED BY THE ZONING BOARD OF ADJUSTMENT (ZBA) |
|--|



CONDITIONS AND LIMITATIONS:

- Permits, including Zoning Permits **not** involving development, shall expire if the authorized work or Use is not commenced within, or if work is suspended or abandoned for period of, **six (6) months from the date of issuance** with the following exceptions:
 - 30-days or 10-days** for Permits related to Unsafe or Imminently Dangerous properties respectively.
 - 3-years** from issuance or date of decision by ZBA for Zoning Permits involving development.
 - 60-days** for Plumbing, Electrical or Fire Suppression Rough-In Approvals.
 - Any Permit issued for construction or demolition is valid for no more than **five (5) years**.
- All provisions of the Philadelphia Code must be complied with, whether specified herein or not. This permit does NOT constitute approval of any Violation of such Code.



The issuance of this CO/permit does not affirm that the subject property is federally compliant with the Americans with Disabilities Act. Owner remains responsible for ensuring property complies with all local, state and federal requirements. Permit must be posted within 5 days of issuance.

Zoning Permit

Permit Number ZP-2021-008784

ADDITIONAL LOCATION(S)

See front side for primary parcel associated with this permit

PARCEL

502-04 S JUNIPER ST, Philadelphia, PA 19147-1007

ADDITIONAL USE DETAILS

See front side for specific use(s) associated with this permit

This permit is subject to the following specific conditions.

CONDITIONS

This Zoning Permit (ZP) shall expire if construction or operation pursuant to the permit or approval has not begun within three years after the date the permit or approval was granted.

Changes of use shall be valid for a period of six months unless an application for a Certificate of Occupancy is submitted for that use within such period.

See § 14-303 of the Philadelphia Zoning Code for more information.



Tax Exemption(Abatement): Information and applications for Real Estate Tax Abatement for new construction and improvements available from the Office of Property Assessment www.phila.gov/opa, 215-686-4334, 601 Walnut St., 300W, Phila, PA 19106. Applications for new construction and commercial improvements due within 60 days of permit issuance. Residential rehab and builder/developer applications due by Dec 31 of year of permit issuance.

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES

BUYER(S): JAMES ERNST

SELLER(S): WILLIAM H. LUBLIN
JAMES J. WALSH

BUYER'S MAILING ADDRESS:

1124 Daylilly Loop, GEORGETOWN, TX 78626

SELLER'S MAILING ADDRESS:

PROPERTY

ADDRESS (including postal city) 502-504 S JUNIPER STREET, PHILADELPHIA

ZIP 19147

in the municipality of PHILADELPHIA

County of PHILADELPHIA

in the School District of PHILADELPHIA

in the Commonwealth of Pennsylvania.

Tax ID #(s): #053162710

and/or

Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recording Date): TAX MAP #4512, LOT #182

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Buyer is not represented by a broker)Broker (Company) BHH3 Fox and Roach
Rittenhouse Hotel

Licensee(s) (Name) Andy Oei, Paula Cohen

Company License #

State License #

Company Address 210 W Rittenhouse Square, Philadelphia,
PA 19103

Direct Phone(s) (215) 731-4102

Cell Phone(s) (215) 284-7060

Company Phone (215) 546-0550

Fax

Company Fax

Email paula.cohen@foxroach.com

Broker is (check only one):

Licensee(s) is (check only one):

☒ Buyer Agent (Broker represents Buyer only)☐ Buyer Agent (all company licensees represent Buyer)☐ Dual Agent (See Dual and/or Designated Agent box below)☒ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Seller is not represented by a broker)Broker (Company) CENTURY 21 ADVANTAGE
GOLD- CASTOR

Licensee(s) (Name) PAULA CAPATI

Company License # RB 047627 C

State License # RS 227870 L

Company Address 7104 CASTOR AVENUE
PHILADELPHIA, PA 19149

Direct Phone(s) (215) 671-4709

Cell Phone(s) (215) 669-5400

Company Phone (215) 722-7050

Fax (215) 464-9965

Company Fax

Email PAULA.CAPATI@C21AG.COM

Broker is (check only one):

Licensee(s) is (check only one):

☒ Seller Agent (Broker represents Seller only)☐ Seller Agent (all company licensees represent Seller)☐ Dual Agent (See Dual and/or Designated Agent box below)☒ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: JE /

ASR Page 1 of 13

Seller Initials: [Signature]



Pennsylvania Association of Realtors

Revised 2/16

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2016

BHH3 - Fox & Roach REALTORS - Rittenhouse Hotel, 210 West Rittenhouse Square, Suite 406 Philadelphia, PA 19103

Phone: (215) 284-7000

Fax: (215) 546-3419

502-04 S Juniper St

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026

www.ziplogix.com

1. **By this Agreement**, dated September 12, 2016,
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
2. **PURCHASE PRICE AND DEPOSITS (4-14)**
(A) Purchase Price \$365,000.00
(Three Hundred Sixty-Five Thousand U.S. Dollars), to be paid by Buyer as follows:
- | | |
|--|---------------------|
| 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: | \$ <u>1,000.00</u> |
| 2. Additional Deposit within <u>14</u> days of the Execution Date: | \$ <u>17,250.00</u> |
| 3. TOTAL DEPOSITS IN ESCROW | \$ <u>18,250.00</u> |
- Remaining balance will be paid at settlement.
- (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.
- (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.
3. **SELLER ASSIST (If Applicable) (1-10)**
Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.
4. **SETTLEMENT AND POSSESSION (4-14)**
(A) Settlement Date is October 18, 2016, or before if Buyer and Seller agree.
(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.
(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:
(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.
School tax bills for all other school districts are for the period from July 1 to June 30.
(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.
(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
☐ **Tenant-Occupied Property Addendum (PAR Form TOP)** is attached and made part of this Agreement.
5. **DATES/TIME IS OF THE ESSENCE (1-10)**
(A) Written acceptance of all parties will be on or before: September 13, 2016
(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.
(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**
(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.
(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

63 Buyer Initials: SE / _____

ASR Page 2 of 13

Seller Initials: [Signature]

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

502-04 S Juniper St

6. ZONING (4-14)

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

Zoning Classification, as set forth in the local zoning ordinance: P50/RM1, Residential Single Family

7. FIXTURES AND PERSONAL PROPERTY (4-14)

(A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; radiator covers; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; built-in air conditioners; built-in appliances; the range/oven; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems. Also included: RANGE, REFRIGERATOR, SINK, SMOKE DETECTORS, CARBON MONOXIDE ALARMS.

(B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment systems, propane tanks, satellite dishes and security systems): _____

(C) EXCLUDED fixtures and items: _____

8. MORTGAGE CONTINGENCY (4-14)

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

☒ ELECTED.

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

| First Mortgage on the Property | Second Mortgage on the Property |
|---|---|
| Loan Amount \$ <u>280,000.00</u> | Loan Amount \$ _____ |
| Minimum Term <u>30</u> years | Minimum Term _____ years |
| Type of mortgage <u>CONVENTIONAL 30 YR FIXED RATE</u> | Type of mortgage _____ |
| For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <u>80.000</u> % | For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % |
| Mortgage lender <u>TRIDENT MORTGAGE COMPANY</u> | Mortgage lender _____ |
| Interest rate <u>3.625</u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <u>4.000</u> %. | Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %. |
| Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan. | Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan. |

(B) Mortgage Commitment Date October 7, 2016

Upon receiving a mortgage commitment(s), Buyer will promptly deliver a copy of the commitment(s) to Seller.

(C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

(D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

(F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.

126 Buyer Initials: Se

ASR Page 3 of 13

Seller Initials: [Signature]

- (G) 1. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing.
2. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:
- Does not satisfy the terms of Paragraph 8(A), OR
 - Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. If this Agreement is terminated pursuant to Paragraphs 8(G)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- (H) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
- If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
 - If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(H)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

- (I) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.
- Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."
- (J) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- (K) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

10. SELLER REPRESENTATIONS (4-14)

(A) Status of Water

Seller represents that the Property is served by:

☒ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐

Buyer Initials: SE / _____

ASR Page 4 of 13

Seller Initials: SE fw

(B) Status of Sewer

1. Seller represents that the Property is served by:

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

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: ~~SELLER IS AWARE OF HISTORIC CERTIFICATION DESIGNATION REGARDING THIS PROPERTY.~~

(D) Land Use Restrictions

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):
☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
☐ Other

2. Notices Regarding Land Use Restrictions

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying maybe located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

251 Buyer Initials:

ASR Page 5 of 13

Seller Initials:

d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(E) **Real Estate Seller Disclosure Law**

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) **Public and/or Private Assessments**

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

(G) **Highway Occupancy Permit**

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

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.**

12. BUYER'S DUE DILIGENCE/INSPECTIONS (4-14)

(A) **Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13 (A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal to Seller, according to the terms of Paragraph 13 (B).

Home/Property Inspections and Environmental Hazards (mold, etc.)

| | | |
|--|---|--|
| <input checked="" type="checkbox"/> Elected | Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home inspection must be performed by a full member in good standing of a national home inspection association, or a person supervised by a full member of a national home inspection association, in accordance with the ethical standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See Notices Regarding Property & Environmental Inspections) | <input type="checkbox"/> Waived |
|--|---|--|

Wood Infestation

| | | |
|--|---|--|
| <input checked="" type="checkbox"/> Elected | Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mortgage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be | <input type="checkbox"/> Waived |
|--|---|--|

Buyer Initials: ☒ / _____

ASR Page 6 of 13

Seller Initials: _____

limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

Deeds, Restrictions and Zoning

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____ **Waived** ☒ / ☐

Water Service

Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. **Waived** ☒ / ☐

Radon

Elected Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection. Information about radon and about certified testing or mitigation firms is available through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov **Waived** ☒ / ☐

On-lot Sewage (If Applicable)

Elected Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency. **Waived** ☒ / ☐

Property and Flood Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. **Waived** ☒ / ☐

Property Boundaries

Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate. **Waived** ☒ / ☐

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

Elected Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property. **Waived** ☒ / ☐

Other

Elected ~~STRUCTURAL ENGINEERING INSPECTION~~ **Waived** ☒ / ☐

The Inspections elected above do not apply to the following existing conditions and/or items: _____

(D) Notices Regarding Property & Environmental Inspections

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.

Buyer Initials: ☒ / _____

ASR Page 7 of 13

Seller Initials:  _____

- 381 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 382 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and dispos-
- 383 al of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-
- 384 sibility to dispose of them properly.
- 385 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer
- 386 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop
- 387 the property would be affected or denied because of its location in a wetlands area.
- 388 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
- 389 pollen and viruses) have been associated with allergic responses.
- 390 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
- 391 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
- 392 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
- 393 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
- 394 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
- 395 calling 1-877-724-3258.

9/13/2016 | 11:37 PM EDT

396 **13. INSPECTION CONTINGENCY (4-14)**

- 397 (A) The Contingency Period is 10 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elect-
- 398 ed in Paragraph 12(C).
- 399 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer
- 400 will, **within the stated Contingency Period:**
- 401 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 402 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 403 Paragraph 26 of this Agreement, OR
- 404 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**
- 405 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
- 406 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the correc-
- 407 tions. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental
- 408 requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 409 a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation
- 410 Period.
- 411 (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by writ-
- 412 ten or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements
- 413 to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 414 (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable
- 415 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
- 416 Negotiation Period ends.
- 417 b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, with-
- 418 in 5 days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
- 419 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
- 420 Agreement, OR
- 421 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 422 of Paragraph 26 of this Agreement.

423 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this**

424 **Agreement by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property**

425 **and agree to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the**

426 **Negotiation Period.**

- 427 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
- 428 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the
- 429 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected com-
- 430 pletion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the
- 431 **stated time**, Buyer will notify Seller in writing of Buyer's choice to:
- 432 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- 433 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 434 Paragraph 26 of this Agreement, OR
- 435 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by any
- 436 mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required
- 437 by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given
- 438 by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer
- 439 may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned
- 440 to Buyer according to the terms of Paragraph 26 of this Agreement.

441 **If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to**

442 **Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.**

443 Buyer Initials: SE

ASR Page 8 of 13

Seller Initials: WJ

14. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)

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

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

(A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

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

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.

2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 15(B)(3) will survive settlement.

16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (1-10)

(A) Property is NOT a Condominium or part of a Planned Community unless checked below.

- ☐ CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- ☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in Section 5407(a) of the Act.

(B) THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A PLANNED COMMUNITY:

1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first, Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

Buyer Initials: SP

ASR Page 9 of 13

Seller Initials: [Signature]

4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

17. TITLES, SURVEYS AND COSTS (4-14)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
- (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 17(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 17(C) items (1), (2), (3) and in Paragraph 17(E).
- (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.
- ☐ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**
- (I) **COAL NOTICE (Where Applicable)**
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
- (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here:

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

18. MAINTENANCE AND RISK OF LOSS (1-14)

- (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any part of the Property included in the sale fails before settlement, Seller will:
1. Repair or replace that part of the Property before settlement, OR
 2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed part of the Property.

Buyer Initials: SE / _____

ASR Page 10 of 13

Seller Initials: [Signature]

3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:

- Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
- Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

- Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

19. HOME WARRANTIES (1-10)

At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

20. RECORDING (9-05)

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

21. ASSIGNMENT (1-10)

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

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

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

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

23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (4-14)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of 600 U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)

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

25. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

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

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

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

Buyer Initials: SE / _____

ASR Page 11 of 13

Seller Initials: [Signature] / [Signature]

2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 26(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

27. MEDIATION (1-10)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

28. RELEASE (9-05)

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

29. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

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

Buyer Initials: SE

ASR Page 12 of 13

Seller Initials: SW

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

31. HEADINGS (4-14)

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

32. SPECIAL CLAUSES (1-10)

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

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
☐ Settlement of Other Property Contingency Addendum (PAR Form SSPS)
☒ Appraisal Contingency Addendum (PAR Form ACA) *JE* 9/13/2016 | 11:37 PM EDT
☐ Short Sale Addendum (PAR Form SHS)

(B) Additional Terms: 1. IT IS HEREBY KNOWN AND UNDERSTOOD BY ALL PARTIES THAT SELLERS ARE RESPONSIBLE FOR ANY AND ALL CHARGES, FINES AND/OR PENALTIES RELATED TO PAYMENTS DUE FOR PAST AND PRESENTLY DUE PHILADELPHIA REAL ESTATE TAXES.

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

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

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

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

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

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

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

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

744 BUYER *James Ernst* 9/12/2016 | 11:47 PM EDT
DATE _____
JAMES ERNST

745 BUYER _____ DATE _____

746 BUYER _____ DATE _____

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

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

749 SELLER *William H. Lublin* DATE *9/16/16*
WILLIAM H. LUBLIN

750 SELLER *James J. Walsh* DATE *9/16/16*
JAMES J. WALSH

751 SELLER _____ DATE _____

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

1 PROPERTY 502 - 504 S Juniper St.
 2 Philadelphia, PA 19147

3 SELLER James Walsh, William H. Lublin

4 BUYER James Ernst

5 DATE OF AGREEMENT September 13, 2016

7 A.) Buyers do hereby acknowledge that Seller, William H. Lublin, is Real Estate Broker
 8 licensed in PA and CEO of Century 21 Advantage Gold.

11 B.) Buyers hereby agree to order title insurance thru Colony Abstract Co., and further
 12 acknowledge that Seller, William H. Lublin, is a shareholder in Colony Abstract Co.,
 13 9/13/2016 | 11:37 PM EDT

14 C.) Buyers hereby agree and understand that Buyers are responsible for activating
 15 utilities for purpose of inspections.

17 D.) Buyers hereby agree and understand that all inspections are to be completed within 10
 18 business days.

20 9/13/2016 | 11:37 PM EDT

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

39 WITNESS _____ BUYER James Ernst DATE 9/14/2016 | 9:
 40 C9FFB8A2A6CD455

42 WITNESS _____ BUYER _____ DATE _____

45 WITNESS _____ BUYER _____ DATE _____

48 WITNESS _____ SELLER _____ DATE _____

49 James Walsh

51 WITNESS _____ SELLER _____ DATE 9/14/16

52 William H. Lublin

54 WITNESS _____ SELLER James J. Walsh DATE 9/14/16

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 1993

8 01



Pennsylvania Association of REALTORS®

Century 21 Advantage Gold 7104 Castor Avenue Philadelphia, PA 19149
 Phone: (215) 671-4709

Fax: (215) 464-9965

Paula Capati

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Unfiled

COLONY ABSTRACT CO., INC.
ALTA Universal ID
283 SECOND STREET PIKE
SOUTHAMPTON, PA 18966

File No./Escrow No.: 104210-CA
Print Date & Time: October 17, 2016 at 03:23 PM
Officer/Escrow Officer:
Settlement Location:
Property Address: 502-504 S. JUNIPER STREET
 PHILADELPHIA, PA 19147
Borrower: MICHELLE DICICCO, AGENT FOR JAMES ERNST
Seller: WILLIAM H. LUBLIN and JAMES WALSH
Lender: TRIDENT MORTGAGE COMPANY, LP
Settlement Date: October 18, 2016
Disbursement Date: October 18, 2016

| Seller | | Description | Borrower/Buyer | |
|---|---------------|---|----------------|---------------|
| Debit | Credit | | Debit | Credit |
| Financial | | | | |
| | \$ 365,000.00 | Sale Price of Property | \$ 365,000.00 | |
| | | Deposit | | \$ 18,250.00 |
| | | Loan Amount | | \$ 292,000.00 |
| | | Lender Credits | | \$ 46.10 |
| Prorations/Adjustments | | | | |
| | \$ 1,227.74 | City/Town Taxes 10/19/16 to 01/01/17 | \$ 1,227.74 | |
| Loan Charges to TRIDENT MORTGAGE COMPANY, LP | | | | |
| | | PROCESSING FEE | \$ 855.00 | |
| | | Prepaid Interest | \$ 435.00 | |
| | | \$29 per day from 10/18/16 to 11/01/16 | | |
| Other Loan Charges | | | | |
| | | APPRAISAL FEE to ROBERT A. YIZZI APPRAISALS | \$ 350.00 | |
| | | CREDIT REPORT to CORELOGIC CREDCO | \$ 27.57 | |
| | | FLOOD CERTIFICATION to CORELOGIC FLOOD SERVICES | \$ 10.00 | |
| | | TAX SERVICE FEE to THIRD PARTY | \$ 95.00 | |
| Impounds | | | | |
| | | Homeowner's Insurance | \$ 216.57 | |
| | | 3 mo @ \$ 72.19 /mo | | |

ALTA Settlement Statement Combined - Continued

| Seller | | Borrower/Buyer | |
|--|--|----------------|--------|
| Debit | Credit | Debit | Credit |
| | Property Taxes | \$ 5,566.33 | |
| | 11 mo @ \$ 506.03 /mo | | |
| | Aggregate Adjustment | \$ -288.80 | |
| Title Charges & Escrow / Settlement Charges | | | |
| | Title - Owner's Title Insurance (optional) | \$ 416.10 | |
| | to COLONY ABSTRACT | | |
| | Coverage: \$ 365,000.00 | | |
| | Premium: \$ 416.10 | | |
| | Title - Lender's Title Insurance | \$ 2,119.40 | |
| | to COLONY ABSTRACT | | |
| | Coverage: \$ 292,000.00 | | |
| | Premium: \$ 2,119.40 | | |
| | Title - ALTA Endorsement to COLONY | \$ 50.00 | |
| | Form 8.1 (Environmental ABSTRACT | | |
| | Protection Lien) | | |
| | Title - ENDORSEMENT to COLONY | \$ 50.00 | |
| | 100 ABSTRACT | | |
| | Title - ENDORSEMENT to COLONY | \$ 50.00 | |
| | 300 ABSTRACT | | |
| | Title - Closing Protection to First American | \$ 125.00 | |
| | Letter Title Insurance | | |
| | Company | | |
| | Title - Express Mail Fee to Colony Abstract | \$ 15.50 | |
| | Co., Inc. | | |
| | Title -Download to Colony Abstract | \$ 60.00 | |
| | Documents Fee Co., Inc. | | |
| | Title -Incoming Wire Fee to Colony Abstract | \$ 25.00 | |
| | Co., Inc. | | |
| | Title-Notary Fee to MICHAEL J | \$ 30.00 | |
| | MCGORREY | | |
| \$ 100.00 | Title - Document Prep. to Colony Abstract | | |
| | Co., Inc. | | |
| \$ 25.00 | Title - Outgoing Wire Fee to Colony Abstract | | |
| | Co., Inc. | | |
| Commission | | | |
| \$ 10,950.00 | Commission to C21 ADVANTAGE | | |
| | GOLD-CASTOR | | |
| \$ 10,950.00 | Commission to BHHS FOX & | | |
| | ROACH | | |
| Government Recording and Transfer Charges | | | |
| | Recording Fees/Deed/Mtg to Colony Abstract | \$ 474.00 | |
| | Co., Inc. | | |
| | Deed:\$252.00 Mortgage:\$222.00 | | |

ALTA Settlement Statement Combined - Continued

| Seller | | Borrower/Buyer | |
|----------------------|---------------|---|---------------|
| Debit | Credit | Debit | Credit |
| \$ 5,475.00 | | Transfer Tax-City/County to Philadelphia Recorder of Deeds | \$ 5,475.00 |
| \$ 1,825.00 | | Transfer Tax-State to Commonwealth of PA | \$ 1,825.00 |
| | | POWER OF ATTORNEY to Colony Abstract Co., Inc - Recording | \$ 93.50 |
| Payoffs | | | |
| \$ 225,000.00 | | Payoff of First Mortgage Loan to STONEBRIDGE BANK | |
| Miscellaneous | | | |
| \$ 30.00 | | NOTARY FEES to MICHAEL J. MCGORREY | |
| | | COMMISSION: FLAT FEE to BHHS FOX & ROACH | \$ 375.00 |
| \$ 125.00 | | REIMBURSE CITY CERT to ADVANTAGE CLOSING SERVICES | |
| \$ 195.00 | | REPLACE MISSING METER to WATER REVENUE | |
| | | LEIN #16-158424 | |
| \$ 191.45 | | WATER/SEWER DUE to WATER REVENUE | |
| | | 0124646000502001 | |
| \$ 390.00 | | TRANSACTION PROCESSING to ADVANTAGE CLOSING SERVICES | |
| \$ 273.25 | | 2016 RE TAX BALANCE to CITY OF PHILADELPHIA | |
| | | 053162710 | |
| | | Homeowner's Insurance Premium (12 mo.) to USAA CASUALTY INS | \$ 866.27 |
| \$ 255,529.70 | \$ 366,227.74 | Subtotals | \$ 385,544.18 |
| \$ 110,698.04 | | Balance Due FROM | \$ 310,296.10 |
| \$ 366,227.74 | \$ 366,227.74 | Balance Due TO | \$ 75,248.08 |
| | | TOTALS | \$ 385,544.18 |

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize COLONY ABSTRACT CO., INC. to cause the funds to be disbursed in accordance with this statement.

Michelle DiCicco agent for James Ernst
 MICHELLE DICICCO, AGENT FOR JAMES ERNST

ALTA Settlement Statement Combined - Continued

Seller


Debit

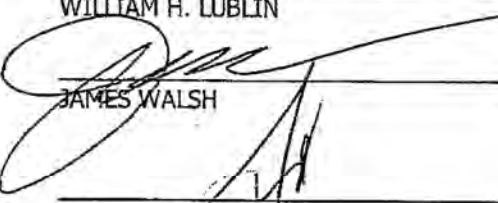
Credit

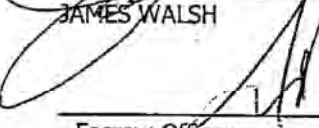
Borrower/Buyer

Debit

Credit


WILLIAM H. LUBLIN


JAMES WALSH


Escrow Officer

Rebuild and New Construction Plans

Feb 3rd, 2024

Mr. Jon Farnham, Ph.D., Executive Director
Philadelphia Historical Commission
1515 Arch Street - 13th Floor
Philadelphia Pennsylvania 19107

Re: 502-504 S. Juniper St

Dear Mr. Farnham as well as the rest of the staff and associated committee members of the Philadelphia Historic Commission:

My name is James Ernst, I am currently serving in the United States Army, at the rank of Lieutenant Colonel, in Landstuhl, Germany, where I have been stationed since June of 2019. I am the current owner of 502-504 S. Juniper St, an individually listed building on Philadelphia's Historic Register. Attached to this cover letter is a narrative summary of my ownership of the property at 502-504 S. Juniper outlining the difficulties I have had as an owner who first attempted to rehabilitate and restore this historic property, has attempted every means available to me to maintain it and now, with this application, will attempt to demolish it. In addition to that narrative summary, a document outlining my contractors' concerns and the difficulties they are facing in attempting to rehabilitate this property is also provided. These items are attached simply to satisfy the questions of committee and board members that they may have about certain choices that have been made during this process, as well as the length of time it has taken to procure a workable solution to the many problems posed by the condition of this building.

The property in question, as the address would imply, is actually made up of what was formerly two lots, 502 and 504 S. Juniper. On the 504 lot is a historically designated, 3-story, brick, residential home (commonly referred to as a trinity) that was estimated to have been built in the 1830s. The 502 lot contains a modern, non-historic brick and wood garage. These two lots were originally part of a larger complex of buildings that comprised much of the area between this Juniper St and Lombard St intersection and Broad Street to the West. The other remaining buildings, including the main house which sits on the corner of Lombard and Juniper St are not listed as historic.

There is no evidence of any historical figure, or person of significance associated with the property. It was not designed by a known architect who contributed significantly in any meaningful historical sense. It is not associated with any events of historical importance. It does not feature any elements of design or details that represents significant innovation. It is not part of a square or park. It has no anticipated archeological significance. It is, in fact, and has been for quite some time an active blight on the street where it resides for many decades as an abandoned building in a state of total disrepair. This is simply an old building that happens to have construction and design features typical of the era in which it was erected. There is little to no information available in the record on the property, its history or its nomination process that determined it to be historic, so I will defer to the Historic Commission on their expertise and understanding of how those factors effect this application.

At the time of my purchase the building had been vacant for decades and was in a state of total disrepair. The foundation was shifting due to footings made of stone rubble which was noticeably effecting the integrity of the masonry outer structure of the building. The brick work required substantial repairs and renovations, to include the removal of many of the bricks that were damaged beyond repair. The rear brick wall appeared to be partially collapsing. The interior wood framing was completely rotted and suffering from insect damage. The floor joists were largely unsupported. The roof structure was rotting and was actively collapsing.

Despite this, my intention upon purchasing this property in October of 2016 was the full restoration of the historic 3-story building on 504, along with the demolition of the non-historic garage on lot 502, with subsequent building of an addition to be attached to the historic structure on 504. This would have allowed the building to provide a space consistent with modern expectations of a home as well as provide additional structural support to the historic building. To note, the livable, interior square footage of the 3 story building is incredibly small (less than 500 sq feet).

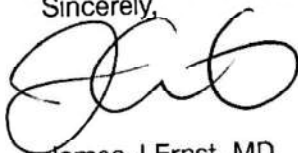
However, since that time, through discussions with multiple structural engineers and contractors in the city of Philadelphia, it was determined that the building and its underlying structural elements were not capable of being fully and safely restored without first demolishing the outer brick structure and rebuilding it in full. With the roof, wood framing, floors and footings all, additionally, requiring full replacement, this was no longer a restoration, but rather a total rebuild.

Unfortunately, there exists no clear legal remedy specifically for such a situation as the Philadelphia Code governing historic properties explicitly forbids demolition, leaving only "in the public interest" and "financial hardship" as avenues to pursue for exceptions to this prohibition on demolition (of which taking the brick walls down entirely, along with every other structural element of the building, even as part of an attempt to rebuild the structure, is considered).

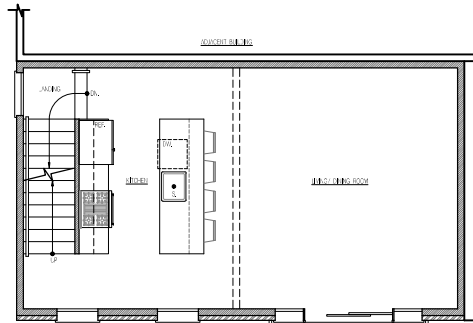
However, despite many years of attempts at restoration and many thousands of dollars spent on temporizing measures that have largely kept the building standing, the buildings foundation is once again shifting and the structure is continuing to deteriorate. At this time, it has become impossible to find contractors or even structural engineers that wish to take on the liability involved in any restoration attempt of this structure. With that being said, it is still my goal to attempt to rebuild this structure in its entirety from the ground up to appear nearly identical to the structure that exists there now. In discussing this vision with the staff of the historic commission, they have offered their support of the current proposed project. It is my hope that we can safely secure the deteriorated individual elements of this building, by first bringing them down and then working together with the Historic Commission to rebuild this structure in its entirety.

Considering the weak case for classification under the current criteria for designation, along with the evidence of the severe structural issues with the property, the subsequent difficulty in safely attempting the restoration, combined with the utter deterioration of each and every individual element that makes up this building, I respectfully urge the committee to approve this request to rebuild. In addition, I have committed to working with the current Historic Commission staff to ensure that the original structure will be replaced with one that as closely replicates the look and aesthetics of the original as is possible, while also providing a functional living space both in size and structural integrity.

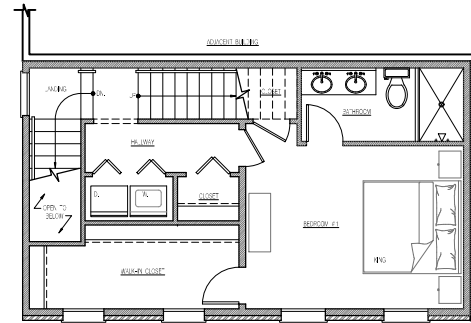
Sincerely,



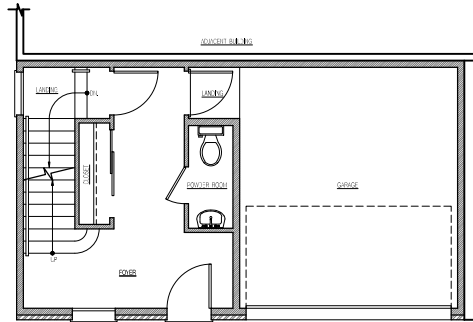
James J Ernst, MD
LTC, MC, USA
LRMC
Landstuhl Regional Medical Center



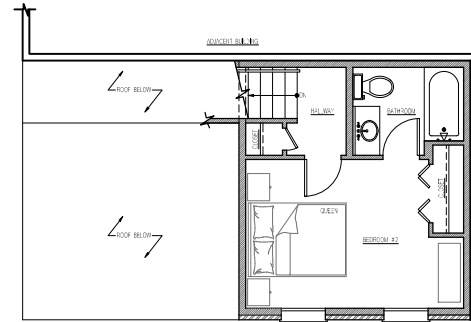
PROPOSED SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



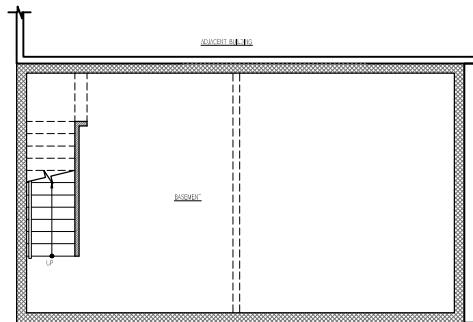
PROPOSED THIRD FLOOR PLAN
SCALE: 1/4"=1'-0"



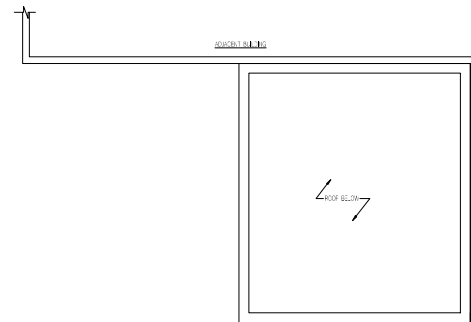
PROPOSED FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



PROPOSED FOURTH FLOOR PLAN
SCALE: 1/4"=1'-0"



PROPOSED BASEMENT FLOOR PLAN
SCALE: 1/4"=1'-0"



PROPOSED ROOF PLAN
SCALE: 1/4"=1'-0"



FINE ARCHITECTURE
PROFESSIONAL CORPORATION
179 COUNTRY ROAD
CAPE MAY COURT HOUSE, NJ 08210
TEL: 609-427-6792

CONSULTANTS:

PAMELA K. FINE P.A.
200 S. 3RD ST. 6TH FLOOR
PHILADELPHIA, PA 19106

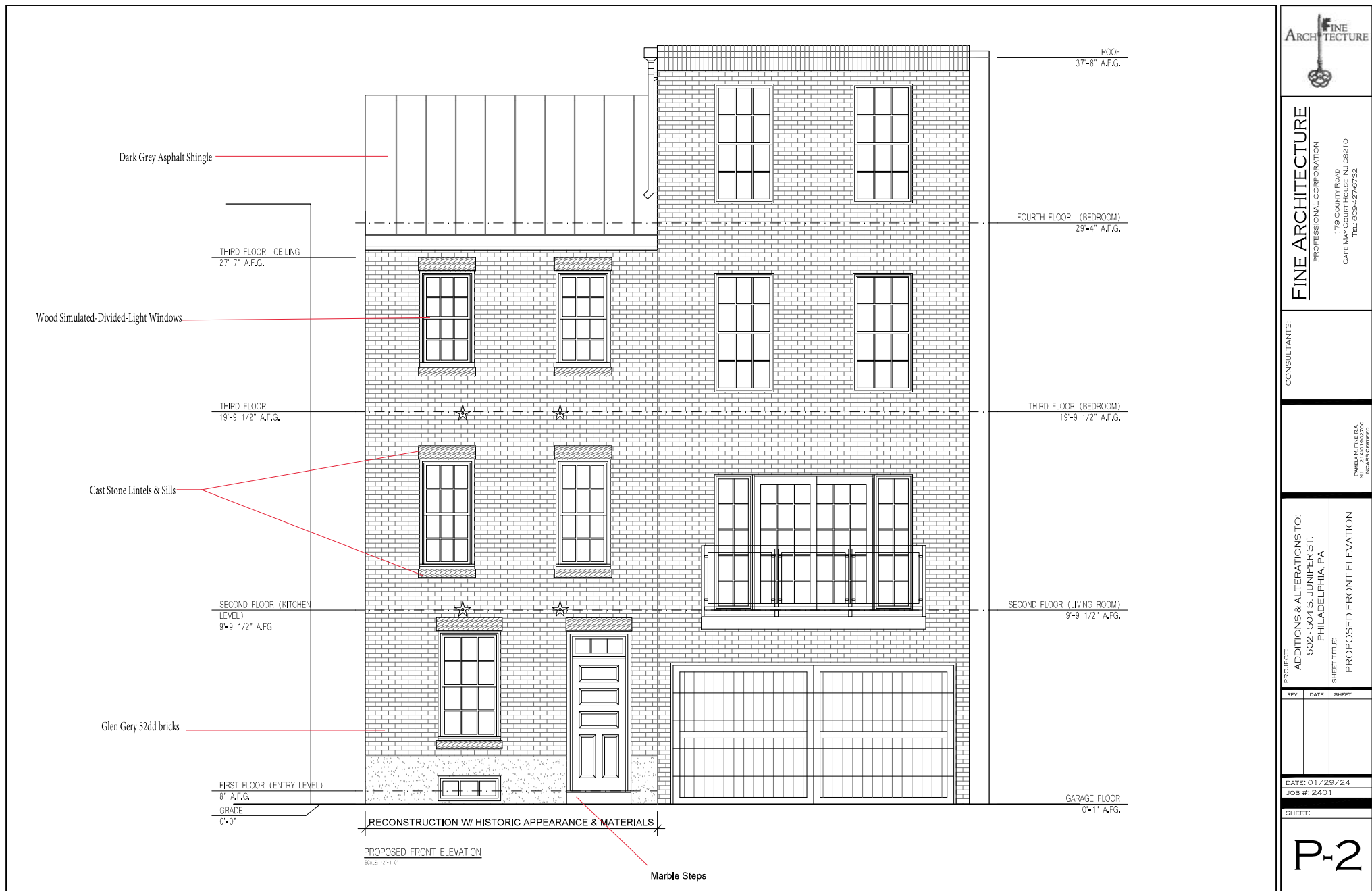
PROJECT:
ADDITIONS & ALTERATIONS TO:
502 - 504 S. JUNIPER ST.
PHILADELPHIA, PA
SHEET TITLE:
PROPOSED FLOOR PLANS

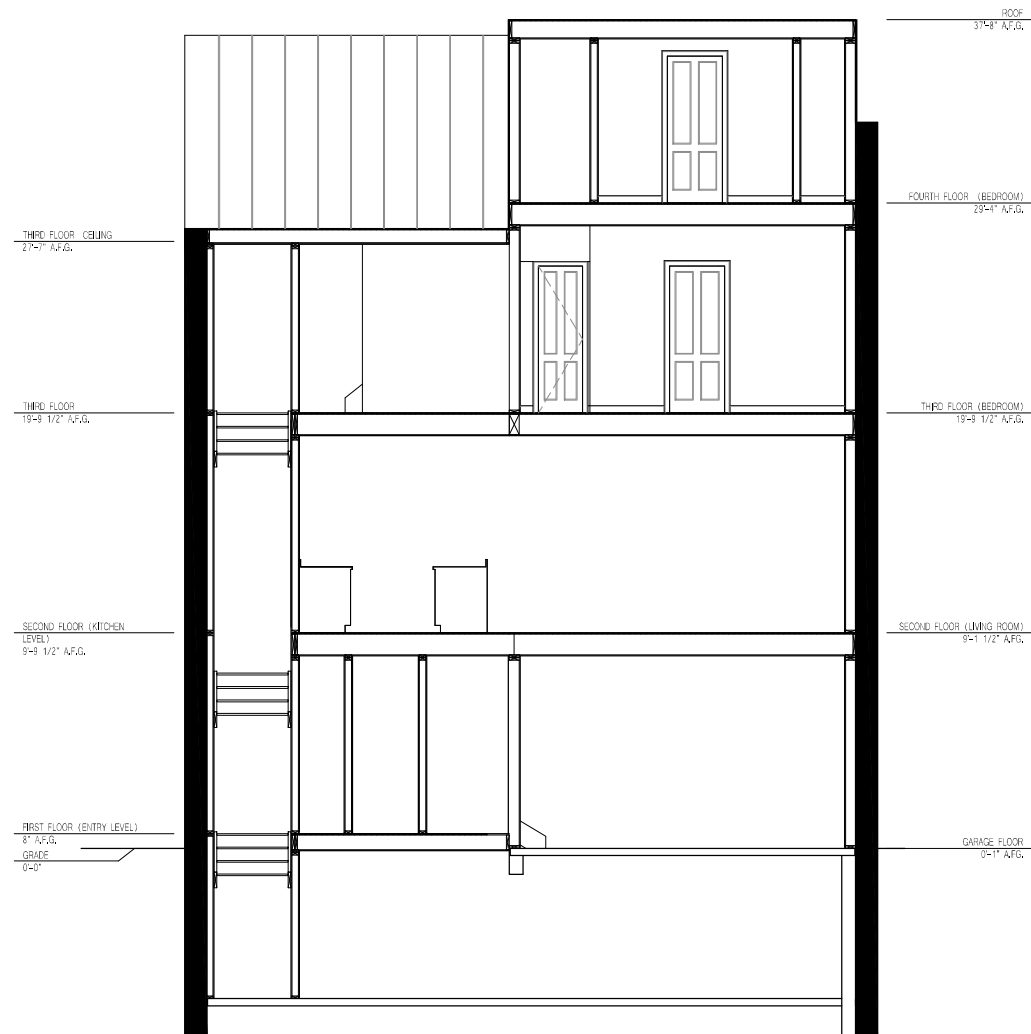
| REV | DATE | SHEET |
|-----|------|-------|
| | | |
| | | |
| | | |

DATE: 01/29/24
JOB #: 2401

SHEET:

P-1





PROPOSED BUILDING SECTION
SCALE: 3/8"=1'-0"



FINE ARCHITECTURE
PROFESSIONAL CORPORATION
179 COUNTY ROAD
CAPE MAY COURT HOUSE, NJ 08210
TEL: 609-427-6792

CONSULTANTS:

PAMELA M. FINE, P.A.
200 S. 3RD ST., 3RD FLOOR
PHILADELPHIA, PA 19106
TEL: 215-592-1212

PROJECT:
ADDITIONS & ALTERATIONS TO:
502 - 504 S. JUNIPER ST.
PHILADELPHIA, PA

SHEET TITLE:
PROPOSED BUILDING SECTION

| REV | DATE | SHEET |
|-----|------|-------|
| | | |

DATE: 01/29/24
JOB #: 2401

SHEET:

P-3