



ZONING HEARING BOARD MEETING AGENDA

Tuesday, February 13, 2024 at 7:00pm | Borough Council Chambers

I. Convene Meeting

II. Review and Approve Agenda

III. Minutes

- A. Review and approve September 27, 2023 meeting minutes -
- B. Review and approve January 24, 2024 meeting minutes

IV. Case # ZHB-230006

Applicant Gettysgolf, LLC

Properties Affected 533 Steinwehr Avenue (Tax Parcel ID #16015-0013---000)

Applicant's Request The applicants seek a Special Exception for a Outdoor commercial recreation or entertainment activity in the TC, Tourism Commercial District as provided in § 27-903(B).

V. Additional Business

- A. 2023 Annual Report Draft

VI. Adjourn



ZONING HEARING BOARD MEETING MINUTES
Wednesday, September 27, 2023 at 7:00pm | Borough Council Chambers

Please refer to the Transcript of Testimony of the hearing held on Wednesday, September 27, 2023 at the Borough municipal building, 59 E. High Street, Gettysburg Pennsylvania for a verbatim record of the proceedings.

Call to Order: The meeting of the Gettysburg Borough Zoning Hearing Board was called to order at 7:00 p.m. by Chair Rodger Goodacre.

Members Present: Rodger Goodacre, John Butterfield, Darren Glass, Darlene Brown, and Michael Birkner

Staff Members: Carly Marshall, Planning Director; Matthew Teeter, Zoning Hearing Board Solicitor, Corrie Ondrazek Stenographer, Peter Griffioen, Code Compliance Officer; Paige Stewart, Planning Intern.

Members of the Public: Sue Cipperly, 314 N. Stratton St.; Martin Bagley, 48 South St.; John Kovaleski, 42 South St.; Michael and Christina Villanti, 44 South St.; Kimberly Mayers, 55 South St.; M&A Miner, 322 Gettys St.; Kurt Kramer, 12 Wade Ave.; Wayne Mayers, 55 South St.; Mike Helm, 52 South St. and John Wilson, 135 North George Street York, PA.

Review and Approve Minutes: Darlene Brown made a motion to accept the minutes for April 26, 2023, June 28, 2023, and July 26, 2023 as presented. John Butterfield provided a second, and the motion carried unanimously.

ZHB-230004 Gettysburg Station Special Exception and Variance Requests:

John Butterfield read the legal notice for the hearing for the record.

Attorney Teeter introduced for the record Board Exhibit 1- proof of publication of legal notice, letter dated September 7, 2023 to the applicants with notice of the hearing, notice that was posted to the property with notification of the hearing, signed list of mailed notices sent to 6 adjacent property owners on September 20, 2023. Attorney Teeter provided a pre-hearing brief explaining the purview and procedures for the Zoning Hearing Board for the purpose of deliberating the Special Exception and Zoning Variance applications.

The Villanti's, owners of 44 South Street presented their request to the Zoning Hearing Board for Variance from Sections 27-502, 27-503, and 27-50 9 to operate a vacation rental at the property.

Carly Marshall, Zoning Officer, provided the Planning Commission recommendations.

Cross examination between members of the public occurred with John Kovaleski asking about the location of the property and financial hardship. Mike Helm asked the applicants about the length of time their son would be attending Gettysburg College, identified as two years. Kimberly Mayers asked about how the applicant had researched the borough and its laws, with the applicant indicating that they relied upon their real estate brokers involved in the sale.

Wayne Mayers – 55 South Street – encouraged ZHB to deny variance and to encourage the Borough with regulating Short term rentals. Prior to the regulation of STR's we had a short term rental on the street and at that location. Mayers indicated that the house has since been bought by a couple that works and owns in the Borough. Mayers expressed that the overlay is working, and we have people in those houses all the time and all year long.. A lot was spoken about affordable housing, but there is also the affordability at settlement time. There are all these bidding wars that happen when a house goes to sale and people that want to buy the home can't compete with people wanting to use them for vacation rentals, and it prices out the average Joe that is looking to buy a house to live in.

Mike Helm 52 South Street – Agreed with Wayne that we really are against the variance. Helm indicated that the investment that we have all make on our houses on South Street, it is not transient in nature, and that people live in the neighborhood and the variances would dilute that. Mike Bagley stated the use of structures as being community focused.

John Kovaleski 42 South St provided he knew Mike and Christine and Mike and John had contact about their rental and that he was concerned with a hotel situation occurring.

Cross examination by Solicitor Wilson occurred with witnesses Bagley, Mayers, Kovaleski. Upon completion Rodger Goodacre opened public comment.

Mary Miner – 322 Gettys Street, indicated that she had lived there for 15 years form New York, and that she was not delighted with Airbnb's.

Kurt Kramer 12 Wade Avenue –strongly urged the Board to reject the application, and that he lived in a zone that is mixed zoning and I am surrounded now by Airbnb's. The owners are lovely people, but they aren't the people that are there. Kramer indicated that people parking on his grass, littering, and making noise at midnight. It was his opinion that Gettysburg doesn't need another Airbnb. This is a classic case of buyer beware.

Michael Birkner moved , Darren Glass provided a second and the Board voted unanimously to convene to executive session at 9:06 PM.

Mr. Goodacre called executive session to a close and reconvened the hearing at 9:20 PM

Darren Glass moved to deny the request based on the fact that the criteria for granting a variance had not been met. Darlene Brown provided a second. The motion passed unanimously.

Mr. Birkner explained to the applicant that while the applicant does seem to have a legitimate gripe with their realtor. We are delighted that you love Gettysburg, that your son loves Gettysburg, and that the owners have a commitment to the community.

Additional Business: None.

Adjournment . Rodger Goodacre then asked for a motion to adjourn the meeting with Micheal Birkner making the motion to adjourn, seconded by Darren Glass. The motion passed unanimously, and the meeting was adjourned at 9:25 p.m.



ZONING HEARING BOARD MEETING MINUTES

Wednesday, January 24, 2024 at 7:00 pm | Borough Council Chambers

Call to Order: The meeting of the Gettysburg Borough Zoning Hearing Board was called to order at 7:04 p.m. by Zoning Hearing Board Chair Rodger Goodacre.

Members Present: Rodger Goodacre, John Butterfield, Michael Birkner, Darlene Brown, and Darren Glass.

Members Absent: None

Staff Members: Corrie Ondrizek, Court Reporter, John Whitmore, AICP, Director of Planning, Zoning, and Code Enforcement and Matthew Teeter, Zoning hearing Board Solicitor.

Members of the Public: Gary Shaffer.

Introductions and Previous Meeting Minutes:

Rodger Goodacre began introductions of Zoning Hearing Board members and borough staff. Upon completion of introductions, Rodger Goodacre asked for modifications to the presented January 10, 2024 reorganization meeting minutes. Matthew Teeter identified a correction to the minutes regarding prior 2023 minutes and responsibility for investigation of those materials. After discussion regarding 2023 meeting minutes, Rodger Goodacre provided the addition of the material discussion regarding the vacant Zoning Hearing Board alternate member position and the Board's desire to have that position filled.

Rodger Goodacre then asked for a vote to approve the minutes as amended. Darren Glass made a motion to approve as amended, with Michael Birkner providing the second. The motion carried 5-0.

ZHB-230005 / 202 Carlisle Street / Goony 45, LLC:

Following approval of the January 10, 2024 meeting minutes, the Chair began the public hearing portion of the meeting regarding application ZHB-230005 an application for special exception and related variances to permit a Conversion Apartment land-use at 202 Carlisle Street by Goony 45, LLC.

Matthew Teeter provided John Butterfield the legal notice, and Butterfield read the notice into the record. Upon completion of the legal notice being read, Matthew Teeter provided exhibits 1, 2, and 3, providing the proof of publication of the legal notice, notice to the applicant of the public hearing, and the physical

positing provided on the 202 Carlise Street property. Chair Goodacre then asked Solicitor Teeter to address the procedures of the Board and conduct of the hearing, which was then provided to the Board and public. Discussion with Matthew Teeter and Michael Birkner regarding the property owner and legal representative was had following the board procedure information and was affirmed by Gary Shaffer, the representative present for Goony 45, LLC. Following discussion Gary Shaffer and John Whitmore were directed to be sworn in as witnesses.

Gary Shaffer provided the project overview and historic use of the property. The structure had previously been used in a multitude of non-traditional housing land-uses, with the most recent being a rental housing use with multiple tenants. As a result of a fire casualty, the structure is being planned to be renovated into a multi-family dwelling or two-family dwelling specifically catering to the Gettysburg College student population. A special exception to allow for the apartment conversion would be required as would variance from the minimum five-foot side yard setback requirements and variance from provisions to require the exterior fire stairway to be covered/ under roof.

Michael Birker asked the applicant's representative about the potential for a multi-family dwelling as opposed to a two-family dwelling. Gary Shaffer indicated that the costs associated with a multi-family dwelling and the need to provide fire protection may preclude the structure being converted into more than two housing units. The overall intent will be for twelve bedrooms in the structure. Additional questions regarding on-site parking and the nature of the land-use change given enrollment changes at Gettysburg College were also discussed. Rodger Goodacre asked about the fire stairway and why it would not be under roof, with Gary Shaffer indicating the historic nature of the structure, the functional need for the stairway, and the changes that would be necessary for roofing. John Butterfield asked about the rear accessory building on-site and if the building would be razed, which Gary Shaffer indicated that the accessory building would be redeveloped into a single-family dwelling unit.

John Butterfield asked John Whitmore about the Planning Commission recommendation and the lack of any recommendation regarding the variance associated with the exterior stairway roof. John Whitmore indicated that the Planning Commission was directed to provide either a positive or negative recommendation, but that the Planning Commission felt best to not provide any recommendation. Darren Glass asked about the need for the roof with John Whitmore providing information related to building and fire code as one area that would potentially encourage the design of the stairwell as well as aesthetic concerns. Gary Shaffer provided historic context on the development of the zoning ordinance.

Matthew Teeter asked Gary Shaffer if a new apartment would be constructed with an exterior stairway, to which Gary Shaffer provided design justification information as it relates to architectural standards and development economics. Additional discussion with staff regarding student housing was provided.

The Zoning Hearing Board then entered executive session at 8:11 p.m. and resumed the public hearing at 8:31 p.m. Chair Goodacre asked for a motion, with Darren Glass recommending approval of the special

exception to allow the land-use on site and approval of the variances required for the development. Darlene Brown seconded. The motion passed unanimously.

Adjournment:

After discussion with Gary Shaffer, Chair Goodacre asked for a motion to adjourn the public hearing, with Darren Glass making a motion to adjourn, seconded by Darlene Brown. The motion passed unanimously and the meeting was adjourned at 8:34 p.m.

DRAFT



**Application to Gettysburg Borough Zoning Hearing Board
Special Exception / Variance**

Applications must be made to the Zoning Officer by the first of the month. A hearing shall be scheduled only upon receipt of the following:

1. The completed application (original). Submit only those pages that are applicable to the type of application.
2. Fourteen (14) copies of the floor plan, plot plan and/or survey, images, and other relevant information. Each application must include at least one drawing and/or sketch indicating the actual outline of the lot, setback requirements, and existing structures.

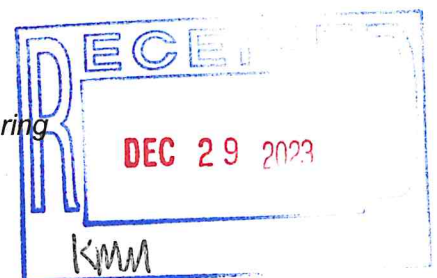
Where construction or renovation is proposed, drawings must also indicate changes to existing structures, any new proposed structures or units, and type of construction. All plans must include dimensions, and if applicable must also show improvements, public easements, individual easements, improvements to public right of ways, common areas and any other items necessary to explain the reasons for the hearing application.

3. Fee of \$ 1,000.00.

Additional notes regarding zoning hearings:

- It is the Applicant's responsibility to complete this application and provide all of the required information. Failure to do so will delay the hearing date.
- Applicant should carefully review the Zoning Ordinance for complete information on zoning regulations, zoning hearing procedures, and other pertinent information.
- Applicant or Applicant's designated representative must attend the zoning hearing, and should attend the Planning Commission meeting held prior to the hearing as well.
- At the hearing, the Applicant must provide the Zoning Board with "substantial evidence" to allow it to make the findings required by the Zoning Ordinance.
- Specific legal standards must be met before the Zoning Board may approve a special exception or variance. Although not required, Applicant is encouraged to consult with legal counsel regarding those legal standards.
- Application materials, including plans, sketches, drawings and photographs, become part of the permanent record and cannot be returned.

Failure to provide required information will delay your hearing



Property Address: 533 Steinwehr Avenue

Application to Gettysburg Borough Zoning Hearing Board

1. Type of Matter

**Complete and return only the pages relevant to the type of matter you are applying for.*

A - Special Exception per Ordinance Section (s): Section 27-903

B - Variance from Section(s): _____

C - Change/expansion of nonconformity, Section(s): _____

D - Zoning Appeal, Section(s): _____

2. Applicant Name(s): Gettysgolf LLC (equitable owner)

Mailing Address: 380 Steinwehr Avenue, Gettysburg, PA 17325

Phone: 302-270-1829 Email: nathanmares@gmail.com

3. Property Owner(s): Gettysburg Nature Alliance (legal owner)

Mailing Address: 297 Steinwehr Avenue, Gettysburg, PA 17325

Phone: 908-403-5469 Email: tshields2@comcast.net

4. Applicant's Agent or Representative, if any:

Name _____

Mailing Address: _____

Phone: _____ Email: _____

5. Applicant's Legal Counsel, if any:

Name: John J. Murphy III, Esquire

Mailing Address: 28 West Middle Street, Gettysburg, PA 17325

Phone: 717-334-8098 Email: johnmurphy@appleleaf.com

6. Property Covered By Application

Address or location of Property: 533 Steinwehr Avenue, Gettysburg, PA 17325

Tax Map and Parcel # 16015-0013---000

(Attach copy of Tax Map)

Current Zoning District: Tourist Commercial District

Applicable Zoning Overlays, if any: Streetscape Enhancement & Historic Overlay Districts

Property Address: 533 Steinwehr Avenue

7. Property Characteristics

Describe the present use of the property:
Vacant lot

Describe the existing structures on property, if any:
None, vacant lot

8. Applicant's Interest In The Property

- | | |
|---|---|
| <input type="checkbox"/> Own Property | Date title acquired: _____ |
| <input type="checkbox"/> Lease Property | Term of Lease: _____ |
| <input checked="" type="checkbox"/> To Purchase | Date contract: <u>December 15, 2023</u> |
| <input type="checkbox"/> Other | Explain: _____ |

9. Applicant's Verification

I verify that the statements made in the foregoing application are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Signature Martin Mares Title Member

For Office Use Only (do not write in this box)	
Date Accepted and Filed _____	Filing Fee \$1,000 Received <input type="checkbox"/>
Scheduled Dates: Planning Commission: _____	
Zoning Hearing Board: _____	
Date Received: _____	Zoning Officer Signature: _____

Grounds For Hearing

A. Special Exception

Purpose and Applicability A Special Exception is permission to use land in a zoning district for a purpose or land use that is permitted only if certain specific criteria are met. There are twelve general criteria contained in Part 17 of the Ordinance, and specific criteria in the Ordinance, particularly in Parts 13 and 15; ALL must be met for a special exception to be approved.

1. Please describe the proposed use of the land and structures:

Commercial Outdoor Recreation business, specifically miniature golf, as more fully set forth in Addendum to this Application.

2. What is the special request that you wish the Board to consider?

Grant of special exception to allow a Commercial Outdoor Recreation business, specifically miniature golf, in the Tourist Commercial District as more fully set forth in Addendum to this Application.

3. Please answer the following questions regarding the property:

- a. Yes No The proposed use is consistent with the Purpose of the Part whereby it is permitted, and the overall purposes contained in the Borough's Zoning Ordinance Chapter 27, Part 1 Community Development Objectives.
- b. Yes No The proposed use and its location is generally consistent with the Comprehensive Plan, and the current Gettysburg Borough Zoning Map.
- c. Yes No The proposed use meets with the lot requirements and the building height of the district where it is proposed.
- d. Yes No The proposed use is meets ALL applicable General and Supplemental Regulations set forth in the Zoning Ordinance, Part 13, Part 15, and, if applicable, the Design Standards, Part 19.
- e. Yes No The proposed use will not substantially detract from the use of neighboring property or from the character of the neighborhood, and that the use of the adjacent property is adequately safeguarded. Further, the proposed use, located on the proposed property, with the present and proposed characteristics of each, and considering the present and proposed characteristics of the neighboring properties, will not cause negative impacts over and above those typically associated with such uses located and operated in a usual manner.
- f. Yes No N/A The proposed use will provide a fence or a planting screen and/or additional yard or open space area to reduce the effect of the proposed use upon adjacent properties.
- g. Yes No N/A The proposed use will promote preservation or adaptive reuse of the site and structures identified by the Borough Historic District regulations.
- h. Yes No N/A The proposed use complies with the required off-street parking and loading regulations in the Zoning Ordinance, Part 13.
- i. Yes No The proposed use will provide safe and adequate access to streets and that the Applicant will make any improvements needed to guarantee compatibility with adjacent streets as recommended by the Borough Engineer.
- j. Yes No The proposed use will provide for pedestrian access to the site.
- k. Yes No The proposed use will not adversely affect public facilities and utilities such as water, sewer, police and fire protection, schools, etc.
- l. Yes No N/A The proposed use will comply with the signage regulations of Chapter 19 of the Borough's Code of Ordinances.

Unless the answer is "Yes" or "Not Applicable" to ALL of the above, and evidence in the form of testimony or documentation is provided, the Zoning Board cannot grant a special exception. In some cases, an Applicant might seek a variance to correct a specific item listed above.

**ADDENUM TO SPECIAL EXCEPTION APPLICATION
OF GETTYSGOLF LLC**

Project Narrative

Applicant Gettysgolf LLC is the equitable owner of 533 Steinwehr Avenue, Gettysburg, PA 17325, located in the Borough of Gettysburg, Adams County pursuant to an Agreement of Sale dated December 15, 2023 with Gettysburg Nature Alliance being the legal owner pursuant to a Deed recorded in Record Book 7065 at Page 207. Said Agreement is attached hereto and incorporated by reference as Exhibit “A” and said Deed is attached hereto and incorporated by reference as Exhibit “B”.

The subject real property is a vacant, level lot having an address of 533 Steinwehr Avenue, Gettysburg, PA 17325, being 0.94 acres fronting on Steinwehr Avenue with additional access to Johns Avenue. The subject real property has a tax parcel number of 16015-0013---000. A tax map is attached hereto and incorporated by reference as Exhibit “C”.

The subject real property is situate in the Tourist Commercial District (TC) zoning district. Additionally, the subject real property is located in the Streetscape Enhancement Overlay District (SE) and the Historic Overlay District (H).

The subject real property is bound on the northwest by Johns Avenue, the north by lands now or formerly of Gregory A. & Donna R. Sweesy currently being operated as a laundromat, the northeast by lands now or formerly of McDonald’s Corporation currently being operated as a McDonald’s fast-food restaurant, the southeast by Steinwehr Avenue, the southwest by lands now or formerly of ARI Properties LLC currently being operated as a KFC fast-food restaurant, and the west by lands now or formerly of the American Battlefield Trust formerly operated as a buffet.

Applicant seeks to operate a commercial outdoor recreation business on the subject real property. Applicant seeks to construct an eighteen (18) hole miniature golf course, together with a clubhouse and storage building, patio area, and fifty-three (53) parking spaces. A Concept Plan is attached hereto and incorporated by reference as Exhibit “D”.

Applicant hereby requests a Special Exception pursuant to the Borough of Gettysburg Code of Ordinances, adopted August 12, 1985, as amended (hereinafter “Ordinance”). Section 27-903(B) permits “Outdoor commercial recreation or entertainment activity” by Special Exception. Section 27-701 defines “Commercial Outdoor Recreation” as a use that: a) is used principally for active or passive recreation (such as a driving range); and b) is used for a profit-making purpose.

The Ordinance provides that the Zoning Hearing Board may authorize Special Exceptions provided that “the applicant shall provide evidence to indicate to the Zoning Hearing Board that:

- (a) The proposed use is consistent with the purpose of the Part whereby it is permitted and the overall purposes contained in Part 1.
- (b) The proposed use and its location are generally consistent with the Comprehensive Plan and the current Gettysburg Borough Zoning Map.
- (c) The proposed use complies with the lot requirements and the building height of the district where it is proposed.
- (d) The proposed use is consistent with the general and supplemental regulations set forth in Part 15, and the design standards of Part 19.

- (e) The proposed use will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood and that the use of the adjacent property is adequately safeguarded. Further, the proposed use, located on the proposed property, with the present and proposed characteristics of each, and considering the present and proposed characteristics of the neighboring properties, will not cause negative impacts over and above those typically associated with such uses located and operated in a usual manner.
- (f) The proposed use will provide a fence or a planting screen and/or additional yard or open space area to reduce the effect of the proposed use upon adjacent properties.
- (g) The proposed use will promote preservation or adaptive reuse of the sites and structures identified by the Local Historic District Regulations [Chapter 11].
- (h) The proposed use complies with the required off-street parking and loading regulations in Part 13.
- (i) The proposed use will provide safe and adequate access to streets and that the applicant will make any improvements needed to guarantee compatibility with adjacent streets as recommended by the Borough Engineer.
- (j) The proposed use will provide for pedestrian access to the site.
- (k) The proposed use will not adversely affect public facilities and utilities, such as water, sewer, police and fire protection, schools, etc.
- (l) The proposed use will comply with the signage regulations of Chapter 19 of the Borough Code.

Further, the Zoning Hearing Board may attach reasonable conditions as it deems necessary to assure compliance with the Ordinance.

In addition to the criteria specified in Section 27-1704(B) for Special Exceptions, Section 27-1524 of the Ordinance requires the Applicant to demonstrate that the total building coverage is less than fifteen percent (15%) of the lot area.

Applicant will provide evidence and testimony indicating that the required conditions have or will be met. Specifically, Applicant states as follows:

- (a) A miniature golf course is an outdoor commercial recreation or entertainment activity, also known as a Commercial Outdoor Recreation use. Applicant intends to provide outdoor recreation for profit on the subject real estate which is permitted in the Tourist Commercial District by Special Exception.
- (b) This use is consistent with the neighborhood in this Tourist Commercial District. The neighborhood consists of mixed-use properties, but primarily restaurants and hotels with significant walking traffic for visitors of the nearby battlefield and downtown Gettysburg.
- (c) There is no minimum lot requirement for the Tourist Commercial District, but a twenty foot (20') minimum width. The subject real estate is 0.94 acres or 41,026 square feet, with lot frontage on Steinwehr Avenue of one-hundred ten feet (110') and lot frontage on Johns Avenue of one-hundred seventy-four and seven-tenths feet (174.7'). The building height requirement is no less than twenty-four feet (24') and no greater than forty-eight feet (48'). Accessory buildings are anticipated to be one-story in height. There is a fifteen foot (15') front set back and ten foot (10') side setback, which compliance with shall be demonstrated on the subsequent land development plan.
- (d) Applicant will comply with Part 15 (General and Supplemental Regulations), specifically Section 27-1524(2)(N)(1) in that there shall be building coverage of less than 15% of the lot area. Further, Applicant will comply with the design standards of Part 19 (Streetscape Enhancement Overlay District) as set forth on the Concept Plan and as will be addressed on a

subsequent land development plan. The miniature golf course will be adjacent to existing lighted sidewalks, with off-street parking in the rear of the lot.

- (e) The proposed miniature golf course will enhance and supplement the restaurants, hotels and battlefield tourists by providing an additional recreational opportunity.
- (f) Fencing and landscaping will comply with the Ordinance and be more fully developed on a subsequent land development plan.
- (g) The proposed miniature golf course is a smart growth adaptive reuse of an existing vacant lot in the Tourist Commercial District.
- (h) Parking and loading will be provided at the rear of the lot, accessible by an existing public road.
- (i) The subject real property has adequate access to two (2) existing public roads, with anticipated rear parking to be set forth on a subsequent land development plan.
- (j) Pedestrian access is provided by existing lighted sidewalks along Steinwehr, and will be critical to the project's success.
- (k) The proposed miniature golf course will not adversely affect public facilities, water, sewer, police, fire protection or schools. No residence(s) is contemplated, with public accommodations for customers provided during operating hours.
- (l) Signage will comply with the Ordinance and all necessary permits will be obtained thru the Borough.

Further, improvements made to the existing vacant lot shall consist of an accessory building clubhouse with storage and patio area that will be less than fifteen percent (15%) of the lot area. Care will be given in design of any improvements to comply with the general historic and architectural nature of the neighborhood pursuant to the Historic District requirements of Section 11-110.

List of Adjoining Property Owners

1. Gregory A. & Donna R. Sweesy having an address of 922 Johns Avenue, Gettysburg, PA 17325.
2. McDonald's Corporation having an address of One McDonald's Plaza, #088, Oak Brook, IL 60523.
3. ARI Properties LLC having an address of 241 North Prince Street, Lancaster, PA 17602.
4. American Battlefield Trust having an address of 1156 15th Street NW, Suite 900, Washington, DC 20005.

Certificate of Ownership

The subject real property being the same which is recorded in a Deed dated December 29, 2022 in Record Book 7065 at Page 207.



AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

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

PARTIES	
BUYER(S): <u>Nathan R. Mares, dba Gettysgolf LLC</u>	SELLER(S): <u>Gettysburg Nature Alliance</u>

PROPERTY
PROPERTY ADDRESS <u>533 Steinwehr Avenue</u>
ZIP <u>17325</u>
in the municipality of <u>Gettysburg</u>
County of <u>Adams</u> , in the Commonwealth of Pennsylvania.
Identification (e.g., Parcel #: Lot, Block: Deed Book, Page, Recording Date): <u>Deed Book 7065, Page 207</u>
Tax ID #(s): <u>16015-0013-000</u>

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Sites Realty, Inc.</u> Company Address <u>571 West Middle Street, Gettysburg, PA 17325</u> Company Phone <u>717-334-4674</u> Company Fax <u>717-334-1701</u> Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>David L. Sites</u> Direct Phone(s) _____ Cell Phone(s) <u>717-487-4000</u> Fax <u>717-334-1701</u> Email <u>dsites@sitesrealtyinc.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Sites Realty, Inc.</u> Company Address <u>571 West Middle Street, Gettysburg, PA 17325</u> Company Phone <u>717-334-4674</u> Company Fax <u>717-334-1701</u> Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	Licensee(s) (Name) <u>David L. Sites</u> Direct Phone(s) _____ Cell Phone(s) <u>717-487-4000</u> Fax <u>717-334-1701</u> Email <u>dsites@sitesrealtyinc.com</u> Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: NRH

Seller Initials: DM



1. By this Agreement, dated 12/15/2023, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (3-15)

(A) Purchase Price \$500,000.00 550,000.00 (five hundred thousand five hundred fifty thousand U.S. Dollars), to be paid as follows:

- 1. Initial Deposit, within days (5 if not specified) of Execution Date. if not included with this Agreement: \$10,000.00
2. Additional Deposit within days of the Execution Date: \$
3. \$

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.

3. SETTLEMENT AND POSSESSION (1-23)

(A) Settlement Date is 07/19/2024, 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 pro-rated 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 or short-term rental agreement, possession is to be delivered by deed, existing keys and assignment of existing leases and short-term rental agreements 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 or short-term rental agreements, nor extend existing leases or short-term rental agreements, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) or short-term rental agreement(s) by initialing the lease(s) or short-term rental agreement(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.

4. DATES/TIME IS OF THE ESSENCE (3-15)

(A) Written acceptance of all parties will be on or before: 12/22/2023

(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.

5. FIXTURES AND PERSONAL PROPERTY (6-20)

(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 as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

Buyer Initials: [Signature Box]

Seller Initials: [Signature Box]

dotloop signature verification:

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

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

(D) EXCLUDED fixtures and items: _____

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: TC _____

7. BUYER FINANCING (7-22)

(A) Buyer may elect to make this Agreement contingent upon obtaining financing for the purchase of the Property. Regardless of any contingency in this Agreement, if Buyer chooses to obtain financing, the following apply:

1. Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.
2. Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.
3. Seller will provide access to insurers' representatives and, as may be required by the lender(s), to surveyors, municipal officials, appraisers, and inspectors.

(B) Financing Contingency

- WAIVED. This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency. Buyer and Seller understand that the waiver of this contingency does not restrict Buyer's right to obtain financing for the Property.
- ELECTED. This sale is contingent upon Buyer obtaining financing according to the terms outlined below. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller, but in any case no later than _____ (Commitment Date).

First Loan on the Property Loan Amount \$ _____ Minimum Term _____ years Type of Loan _____ Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.	Second Loan on the Property Loan Amount \$ _____ Minimum Term _____ years Type of Loan _____ Interest rate _____%; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____%.
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1. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24.
2. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

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

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will, within _____ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; 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.

9. SELLER REPRESENTATIONS (1-20)

(A) Status of Water

Seller represents that the Property is served by:

- Public Water Community Water On-site Water None _____

(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)

Buyer Initials:  _____

Seller Initials:  _____
2/22/23 10:27 AM EST dotloop verified

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

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


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

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

(I) Internet of Things (IoT) Devices

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

Buyer Initials:

 _____

Seller Initials:

 _____
12/22/23
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dotloop verified

10. WAIVER OF CONTINGENCIES (9-05)

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

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

WAIVED. This sale is NOT contingent upon the results of any inspection(s), although Buyer may inspect the Property (including fixtures and any personal property specifically listed herein). Buyer agrees to purchase the Property IN ITS PRESENT CONDITION, regardless of the results of any inspection(s) or findings that Buyer may learn of after the Execution Date of this Agreement within 90 days

ELECTED. This sale IS contingent upon the results of inspection(s). It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory. Buyer may, within 100 days (30 if not specified) from the Execution Date of this Agreement, conduct due diligence (Due Diligence Period), which includes, but is not limited to, verifying that the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If, as the result of Buyer's due diligence, Buyer determines that the Property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.

(A) Buyer has been given the opportunity to inspect the Property (including fixtures and any personal property specifically listed herein) and, subject to the Due Diligence contingency if elected, agrees to purchase the Property IN ITS PRESENT CONDITION unless the parties agree otherwise in writing. Buyer's decision to purchase the Property is a result of Buyer's own inspections and determinations and not because of or in reliance on any representations made by Seller or any other party. 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.

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

(C) 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 insurance agents regarding the need for flood insurance and possible premium increases.

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

(A) 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.

(B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within ___ days (10 if not specified) 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 26 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 ___ days (10 if not specified) 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 26 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 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12(B)(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 26 of this Agreement.

(C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to 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.

(D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement.

Buyer Initials: [Signature Box]

Seller Initials: [Signature Box] dotloop verified

Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

13. TAX DEFERRED EXCHANGE (4-14)

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

14. COMMERCIAL CONDOMINIUM (10-01)

- NOT APPLICABLE.
- APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 *et seq.*).

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

- (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 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.
- (C) 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.
- (D) If a change in Seller's financial status affects Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit 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. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.
- (E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 24 of this Agreement and 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 15(B) items (1), (2), (3) and in Paragraph 15(C).
- (F) 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 and made part of this Agreement.

(G) 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 acknowledgment 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.

Buyer Initials:  

Seller Initials:  
12/22/23
10:27 AM EST
dotloop verified

dotloop signature verification:

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

(I) 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 and made part of this Agreement.

2. **Notice 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.

16. **MAINTENANCE AND RISK OF LOSS (10-06)**

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.
- (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, Buyer will:
 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

17. **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.

18. **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.

19. **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. Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

20. **NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)**

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.

21. **CERTIFICATION OF NON-FOREIGN INTEREST (10-01)**

- Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.
- Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:
 - An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
 - A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
 - Other: _____

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

Buyer Initials:  

Seller Initials:  
12/22/23
10:27 AM EST
dotloop verified

23. **BROKER INDEMNIFICATION (6-13)**

(A) Buyer and Seller represent that the only Brokers involved in this transaction are: Sites Realty, Inc.

and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).

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

(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 24(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:

1. 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.
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 24(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) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of 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 or mediation 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 or mediation 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 Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 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 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 24(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.**

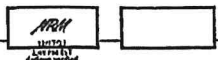
(H) If Seller receives all sums paid and/or owed by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

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

25. **ARBITRATION OF DISPUTES (1-00)**

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

Buyer Initials:



Seller Initials:


12/27/23
10:27 AM EST
dotloop verified

dotloop signature verification:

26. 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.

27. REAL ESTATE RECOVERY FUND (1-18)

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.

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

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 where required by law. 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.

29. NOTICE BEFORE SIGNING (4-14)

Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. 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. WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. 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.

30. SPECIAL CLAUSES (4-14)

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

- Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
- Exhibits 1-4
-
-

(B) Additional Terms:

Purchase is contingent upon and Buyers must receive approval from the Borough of Gettysburg to construct and develop the said parcel into an outdoor recreational facility within the due diligence period.

~~In the event the approval cannot be obtained within 180 days due to extensions and reviews by the Borough of Gettysburg, Seller agrees to extend for an additional 180 days for both the due diligence period and final settlement date.~~

In the event the approval cannot be obtained within 90 days due to extensions and reviews by the Borough of Gettysburg, Seller agrees to extend for an additional 90 days for both the due diligence period and final settlement date.


12/21/23
10:30 AM EST
dotloop verified


12/21/23
10:27 AM EST
dotloop verified

Buyer Initials:



Seller Initials:


12/21/23
10:27 AM EST
dotloop verified

dotloop signature verification:



Buyer has received the Consumer Notice, where applicable, 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 Nathan R. Mares, d01p.us/DrFO-g1bdrv-7qpV DATE _____
Mailing Address 125 Water Works Road, Gettysburg, PA 17325
Phone(s) _____ Fax _____ Email nathanmares@gmail.com

BUYER _____ DATE _____
Mailing Address _____
Phone(s) _____ Fax _____ Email lauraewitt@gmail.com

BUYER _____ DATE _____
Mailing Address _____
Phone(s) _____ Fax _____ Email _____

AUTHORIZED REPRESENTATIVE _____
Title _____
COMPANY _____

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

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

SELLER Gettysburg Nature Alliance dotloop verified 12/22/23 10:27 AM EST CNJB-B6BC-7MPI-VWSU DATE _____
Mailing Address _____
Phone(s) _____ Fax _____ Email _____

SELLER _____ DATE _____
Mailing Address _____
Phone(s) _____ Fax _____ Email _____

SELLER _____ DATE _____
Mailing Address _____
Phone(s) _____ Fax _____ Email _____

AUTHORIZED REPRESENTATIVE _____
Title _____
COMPANY _____



Karen Heflin, Register and Recorder
117 Baltimore St. Room 102
Gettysburg, PA 17325-2398
(717) 337-9826

ADAMS COUNTY, PA RECORDING COVER SHEET

Received From :
GETTYSBURG NATURE ALLIANCE
297 STEINWEHR AVENUE
GETTYSBURG, PA 17325

*First Direct

FUTURESTAKE INC

*First Indirect

GETTYSBURG NATURE ALLIANCE

*Index Type : GENERAL

Book : 7065

Page : 207

*Type of Instrument : DEED

*Recording Fee:

Affordable Housing	\$11.50
Deeds - Recording Fees	\$13.00
Recorder Improvement Fund	\$3.00
County Improvement Fund	\$2.00
Writ Tax - Deeds Taxable	\$0.50
School Fund	\$1,915.20
Commonwealth Acct	\$3,830.40
Municipality Fund	\$1,915.20
Access To Justice Fee	\$40.25

This is a certification page
DO NOT DETACH
This page is now part of this legal document.

*Recording Pages : 5

Clerk: Linda H

Recorded Information

State of Pennsylvania
Adams County, PA



Doc ID - 008810270005

I hereby certify that the within and foregoing was recorded in the Recorder's office for Adams County, PA

Stamp #2023-062422
 Consideration \$1.00
 Loc Gettysburg Borough
 Commonwealth of Pennsylvania \$3,830.40
 Gettysburg Borough \$1,915.20
 Gettysburg Area School District \$1,915.20
 Total : \$7,660.80

On (Recorded Date) : 02/15/2023
At (Recorded Time) : 12:39 PM

Karen Heflin, Register and Recorder

*Information denoted by asterisk may change during the verification process and may not be reflected on this page.



DEED

MADE THE 29th day of December, 2022.

BETWEEN, FUTURESTAKE, INC., a Pennsylvania corporation having an address of 634 Tremont Avenue, Westfield, New Jersey, party of the first part,

GRANTOR

- AND -

GETTYSBURG NATURE ALLIANCE, a Pennsylvania Nonprofit Corporation, having an address of 297 Steinwehr Avenue, Gettysburg, Pennsylvania, party of the second part, GRANTEE.

WITNESSETH, that in consideration of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee:

ALL that tract of land situated in the Borough of Gettysburg, Adams County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point marked by a 12 inch tree on the Southeastern property line of John's Avenue (50 feet wide) at a corner of land now or formerly of Emory N. Young and Westanna C. Young; thence along said land now or formerly of Emory N. Young and Westanna C. Young, South 55 degrees 45 minutes East, a distance of 121.5 feet to an iron pin; thence still with the property line of Emory N. Young and Westanna C. Young, North 34 degrees 15 minutes East, a distance of 30 feet to a point marked by an iron pin; thence along the line of land now or formerly of Petroleum Facilities, Inc., South 55 degrees 45 minutes East, a distance of 180 feet to an "x" marked in the concrete sidewalk on the Northwestern line of Steinwehr Avenue; thence along the Northwestern property line of Steinwehr Avenue, South 34 degrees 15 minutes West, a distance of 100 feet, to an "x" marked in the concrete sidewalk at a corner of land now or formerly of Francis D. Mason; thence along the same, North 55 degrees 45 minutes West, a distance of 180 feet to an iron pin; thence South 34 degrees 15 minutes West, a distance of 94.7 feet to an iron pin at

362


the line of land now or formerly of SMG Investments, Inc.; thence along the same, North 55 degrees 45 minutes West, a distance of 121.5 feet to an iron pin on the Southeastern property line of Johns Avenue; thence along the same, North 34 degrees 15 minutes East, a distance of 174.7 feet to the place of BEGINNING. All as more particularly shown on a plaque entitled "Property of Hardee's Food Systems, Inc., situated in Gettysburg Borough, Adams County, Pennsylvania, dated 6/29/1970 and prepared by Leroy H. Winebrenner."

Being a part of that which HR-Twenty Corp. a Nevada corporation, by its deed dated November 20, 2014, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 5988 at page 297, sold and conveyed unto FutureStake, Inc., the grantor herein.

AND the said Grantor hereby covenants and agrees that it will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has caused this deed to be signed in its corporate name by its President, and has caused to be affixed hereunto the common and corporate seal of the said corporation, attested by its Secretary, the day and year first above written.

FutureStake, Inc. ✓

BY: 
Timothy P. Shields,
Its President

ATTEST:


Timothy P. Shields, Its Secretary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

SS.

ON THIS, the 29th day of November, 2022,

before me, the undersigned officer, personally appeared Timothy P. Shields, who acknowledged himself to be the President of FutureStake, Inc., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Commonwealth of Pennsylvania - Notary Seal
Rose M. Jacobs, Notary Public
Adams County
My commission expires January 20, 2023
Commission number 1077919
Member, Pennsylvania Association of Notaries

Rose M. Jacobs
Notary Public
My commission expires:

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within named grantee is:

Gettysburg Nature Alliance
297 Steinwehr Ave., Gettysburg,

PA 17325
Andrew
Attorney for Grantee
Agent

Date: 1/19/2023

REV-183
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

1830019105

**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

RECORDER'S USE ONLY
State Tax Paid: 3830.40
Book: 7065 Page: 207
Instrument Number: —
Date Recorded: 2-15-23

SECTION I TRANSFER DATA

Date of Acceptance of Document					
Grantor(s)/Lessor(s) FutureStake, Inc.		Telephone Number (908) 403-5469		Grantee(s)/Lessee(s) Gettysburg Nature Alliance	
Mailing Address 634 Tremont Avenue		Mailing Address 297 Steinwehr Avenue			
City Westfield		State NJ	ZIP Code	City Gettysburg	State PA
				ZIP Code 17325	

SECTION II REAL ESTATE LOCATION

Street Address 533 Steinwehr Avenue			City, Township, Borough Gettysburg Borough		
County Adams		School District Gettysburg		Tax Parcel Number 16015-0013-000	

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? YES NO

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 336,000.00	5. Common Level Ratio Factor x 1.14	6. Computed Value = 383,040.00

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 0.00	1b. Percentage of Grantor's Interest in Real Estate 100 %	1c. Percentage of Grantor's Interest Conveyed 100 %
--	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
 - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

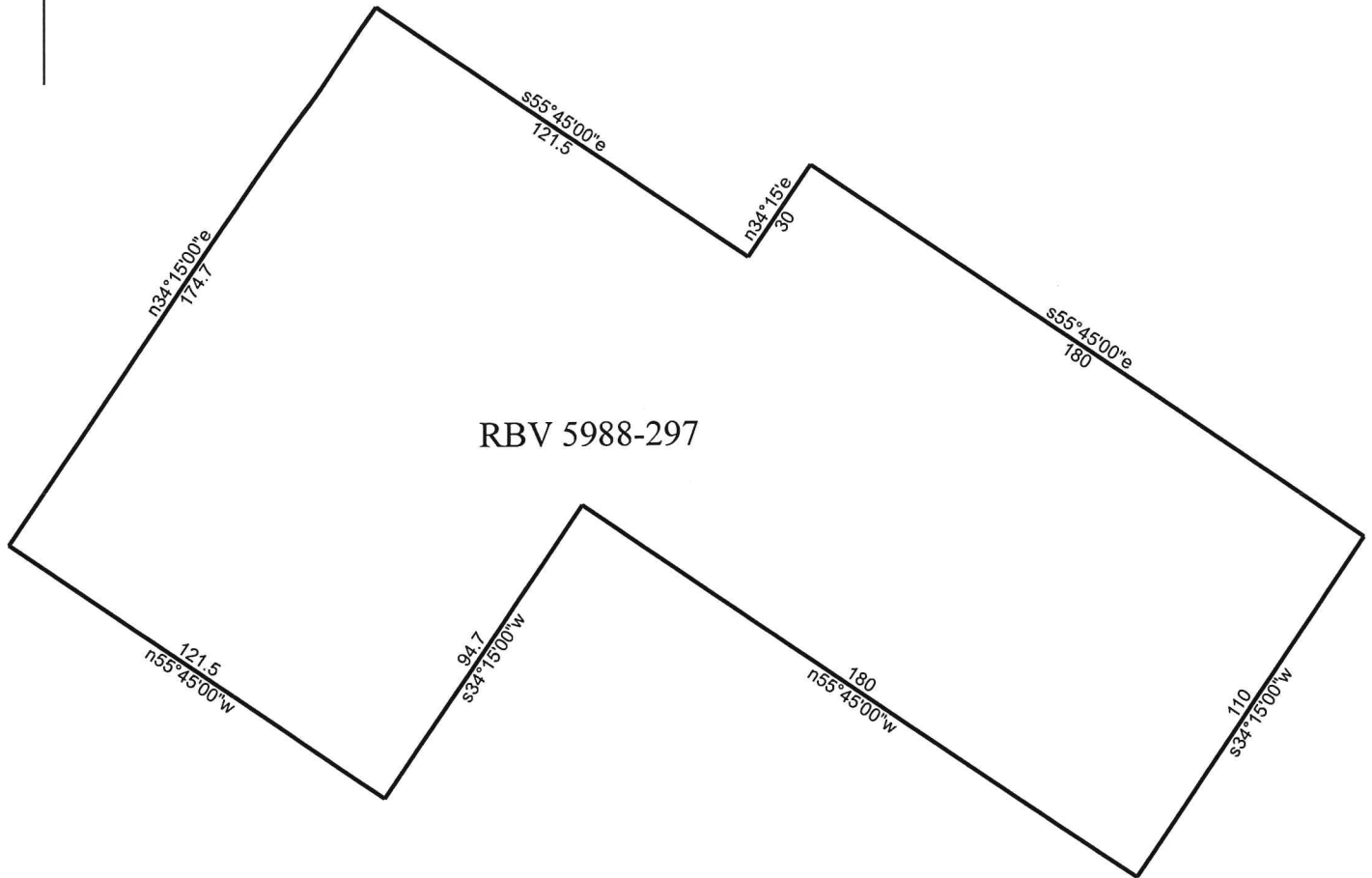
Name <u>Dru A. Neil</u>			Telephone Number		
Mailing Address <u>297 Steinwehr Ave</u>		City Gettysburg		State PA	ZIP Code 17325

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Dru Neil Date: 1-19-2023

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.





RBV 5988-297

12/14/2023

Scale: 1 inch= 50 feet

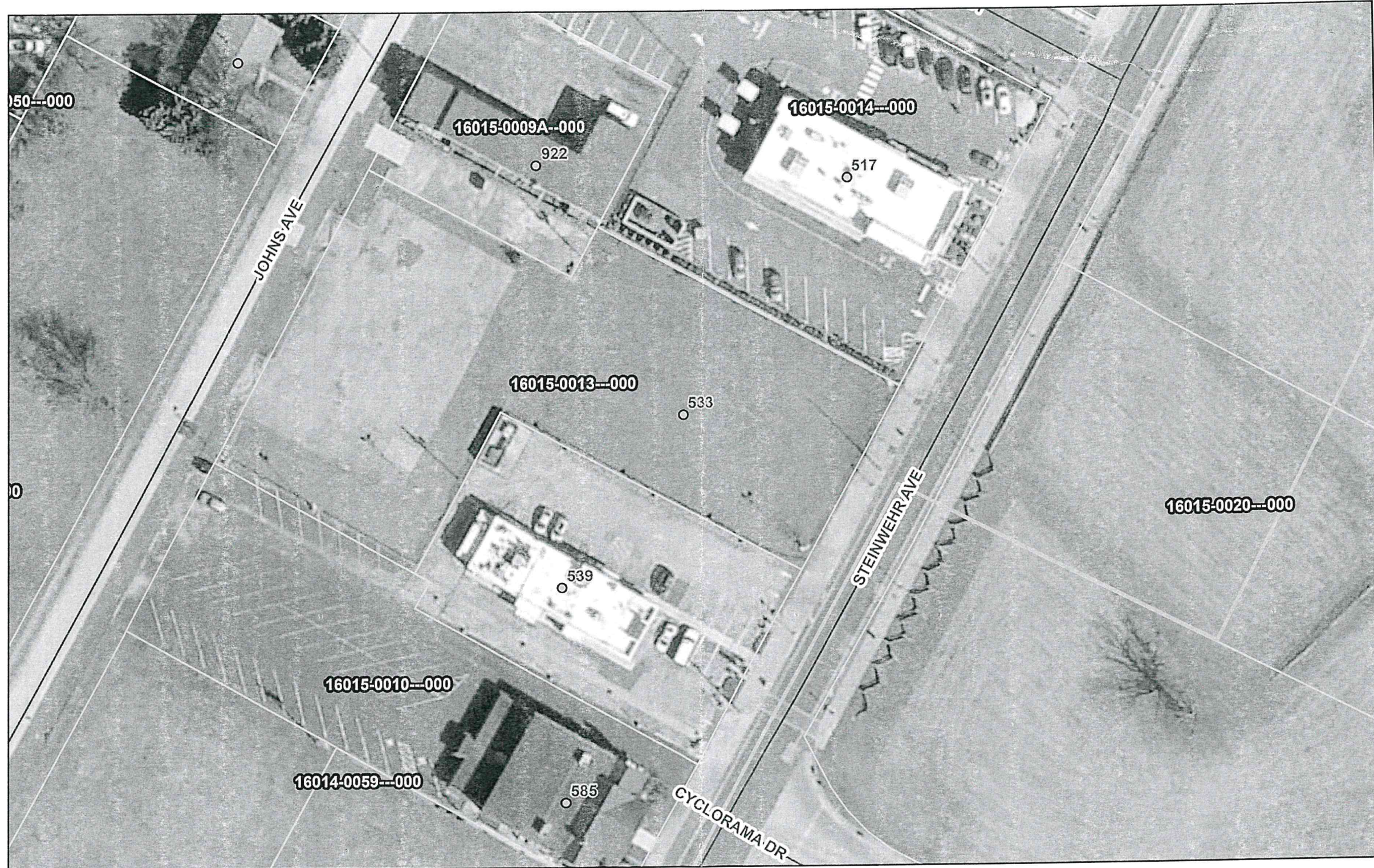
File:

Tract 1: 0.9418 Acres (41026 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1012 ft.








- 01 s55.4500e 121.5
- 02 n34.15e 30
- 03 s55.4500e 180
- 04 s34.1500w 110
- 05 n55.4500w 180
- 06 s34.1500w 94.7
- 07 n55.4500w 121.5

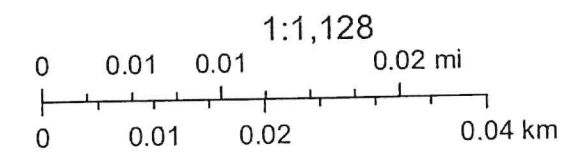
08 n34.1500e 174.7

Adams County Tax Parcel Viewer Map

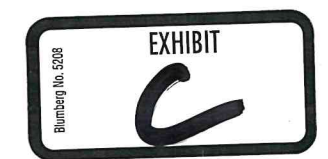


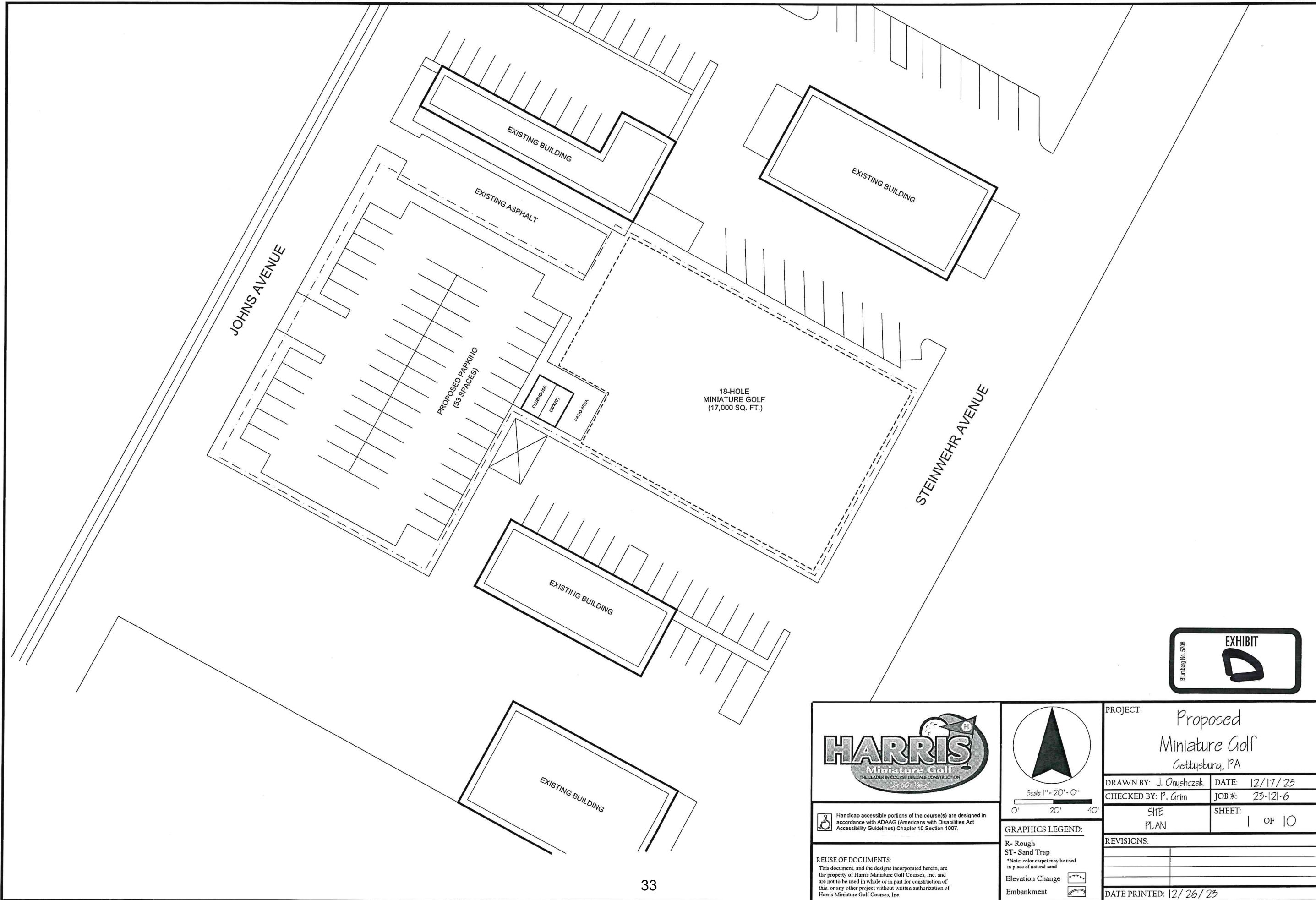
12/28/2023, 8:56:40 AM

- PAADAM23_Community.sid
-  Red: Band_1
 -  Green: Band_2
 -  Blue: Band_3
 -  Municipal Boundary
 -  Parcel Boundary
 -  Address Points
 -  Street Centerline



Pictometry, EagleView Technologies 2023, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Esri, HERE,





Blumberg No. 5208
EXHIBIT
D

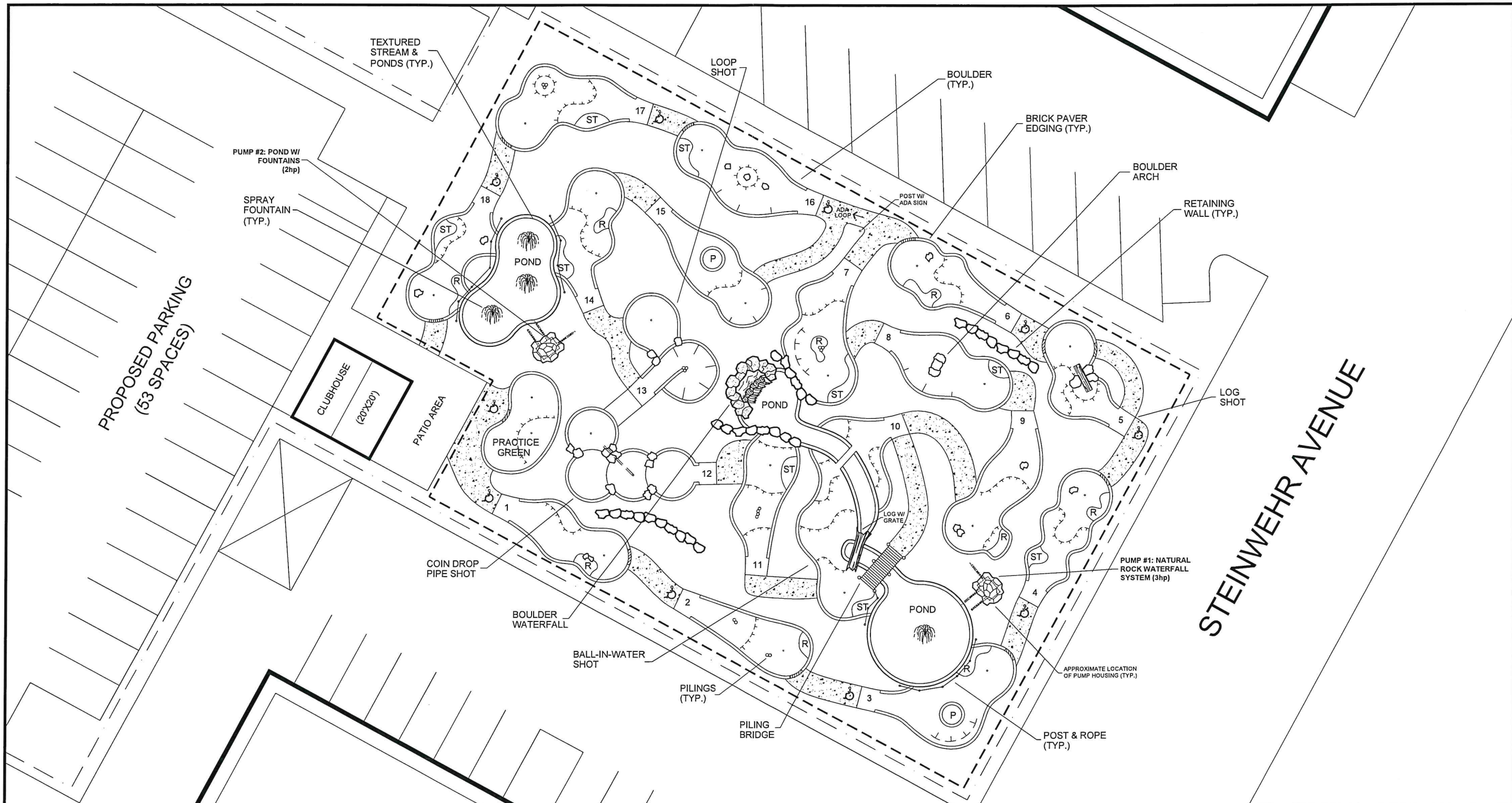


Handicap accessible portions of the course(s) are designed in accordance with ADAAG (Americans with Disabilities Act Accessibility Guidelines) Chapter 10 Section 1007.

REUSE OF DOCUMENTS:
 This document, and the designs incorporated herein, are the property of Harris Miniature Golf Courses, Inc. and are not to be used in whole or in part for construction of this, or any other project without written authorization of Harris Miniature Golf Courses, Inc.

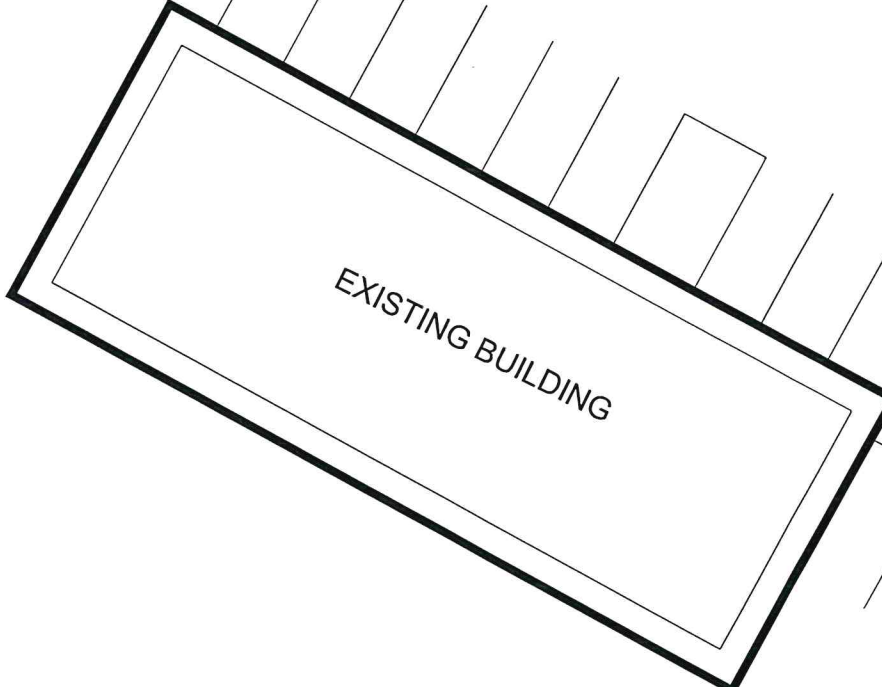
GRAPHICS LEGEND:
 R- Rough
 ST- Sand Trap
 *Note: color carpet may be used in place of natural sand
 Elevation Change
 Embankment

PROJECT: Proposed Miniature Golf Gettysburg, PA	
DRAWN BY: J. Onyszczyk	DATE: 12/17/23
CHECKED BY: P. Grim	JOB #: 23-121-6
SITE PLAN	SHEET: 1 OF 10
REVISIONS:	
DATE PRINTED: 12/26/23	



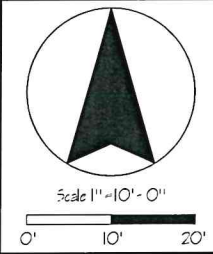
PROPOSED PARKING
(53 SPACES)

STEINWEHR AVENUE



NOTES:

- All concrete on site shall be a fiber mesh based concrete with a 3500 P.S.I. rating.
- Motor starters or timers should be used to turn pumps on/off. Harris cannot warrant pumps that are controlled by breakers alone.
- Three Phase available but motor starter is required. Please consult your electrician in choosing appropriate pump assembly.
- Owner **MUST** request Three Phase pumps **IN WRITING**.
- It is strongly recommended that a buck & boost transformer be installed if a single phase leg is taken from 3-phase service to power the pumps, due to the unstable voltage of this arrangement.
- Spray fountain heads in lower ponds **MUST** be **HIGHER** than pump.



Handicap accessible portions of the course(s) are designed in accordance with ADAAG (Americans with Disabilities Act Accessibility Guidelines) Chapter 10 Section 1007.

REUSE OF DOCUMENTS:
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GRAPHICS LEGEND:
 R- Rough P- Planter
 ST- Sand Trap
 *Note: color carpet may be used in place of natural sand
 Elevation Change
 Embankment

PROJECT: Proposed Miniature Golf Gettysburg, PA	
DRAWN BY: J. Onyszczyk	DATE: 12/17/23
CHECKED BY: P. Grim	JOB #: 23-121-6
LAYOUT PLAN	SHEET: 2 OF 10
REVISIONS:	
DATE PRINTED: 12/26/23	



PROPOSED PARKING
(53 SPACES)

CLUBHOUSE
(20x20)

PATIO AREA

RETAINING WALL (TYP.)

PROPOSED CONTOUR (TYP.)

STEINWEHR AVENUE

EXISTING BUILDING

NOTES:

-Elevations shown on this grading plan represent proposed rough grades. Fine grading for holes, walkways, and water systems will be done in the field.

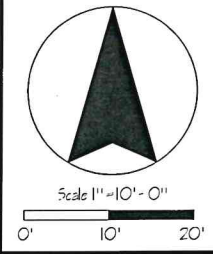
-When bringing in fill, Harris recommends using a granular, self-draining, compactable fill. Fill should be ROLLED and COMPACTED in 6" - 12" lifts to reduce SETTling. Harris also recommends having additional fill available for the shaping and contouring of the golf holes, walks, and water systems.

-Elevations must be CLEARLY MARKED with GRADE STAKES to ENSURE and VERIFY that the grading plan has been done properly and to the specifications of this plan provided by Harris Miniature Golf Courses, Inc.



Handicap accessible portions of the course(s) are designed in accordance with ADAAG (Americans with Disabilities Act Accessibility Guidelines) Chapter 10 Section 1007.

REUSE OF DOCUMENTS:
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GRAPHICS LEGEND:

- R- Rough
- ST- Sand Trap
- *Note: color carpet may be used in place of natural sand
- Elevation Change
- Embankment

PROJECT: Proposed Miniature Golf Gettysburg, PA	
DRAWN BY: J. Onyszczak	DATE: 12/17/23
CHECKED BY: P. Arim	JOB #: 23-121-6
LAYOUT & GRADING PLAN	SHEET: 4 OF 10
REVISIONS:	
DATE PRINTED: 12/26/23	



Borough of Gettysburg

59 E High Street
Gettysburg, PA 17325

Applicant

Billing Date	Total Amount Due	Invoice
12/29/2023	\$1,000.00	10409

Permit Number

ZHB-230006

Property Location

533 STEINWEHR AVE

Zoning Hearing Board

Owner/Contractor ID

184607

Bill To

Gettysgolf LLC

380 Steinwehr Avenue
Gettysburg PA 17325

FEES			
Fee Category	Rate	Quantity	Subtotal
Zoning Hearing Board	\$1,000.00	1	\$1,000.00
Total Fees			\$1,000.00



Amount Invoiced \$1,000.00

Amount Paid

Balance Due

Billing Date	Total Amount Due	Invoice
12/29/2023	\$1,000.00	10409

Permit Number

ZHB-230006

Property Location

533 STEINWEHR AVE



To: Gettysburg Borough Zoning Hearing Board

From: Peter Griffioen, Assistant Zoning Officer & Code Compliance Officer
John Whitmore, AICP, Zoning Officer and Director of Planning, Zoning, and Code Compliance

CC: Matthew E. Teeter, Solicitor

Date: February 8, 2024

RE: ZHB-230006
533 Steinwehr Avenue, Gettysburg, PA 17325
Special Exception Application

The following memorandum provides background information regarding a request for Special Exception from the owner of the above-referenced property.

PROJECT INFORMATION

Name of Project: Gettysgolf

Type of Project: Special Exception per Section 27-903

Project Address: 533 Steinwehr Avenue

Case Number: ZHB-230006

Zoning: (TC) Tourist Commercial District
(HD) Historic District
(SEO) Streetscape Enhancement Overlay

Property Owner(s): Gettysburg Nature Alliance
297 Steinwehr Avenue
Gettysburg, PA 17325

Applicant: Gettysgolf LLC
380 Steinwehr Avenue
Gettysburg, PA 17325

Applicant's Attorney: John Murphy, Esquire
28 West Middle Street
Gettysburg, PA 17325

Submission Date: A complete application was submitted to the Zoning Officer on December 29, 2023.

MPC Timeline:

- The applicant was notified of the February 13th hearing date via First Class Mail by the ZHB Solicitor.
- The hearing was advertised in the Gettysburg Times in accordance with the Pennsylvania Sunshine Law and Municipal Planning Code.
- The adjacent property owners were notified of the hearing via letter mailed first class sent on January 25, 2024.
- The property was clearly posted with signs on January 25, 2024 by the Zoning Officer.

BACKGROUND INFORMATION

1. PROPOSED ACTION

§ 27-903 Uses Permitted by Special Exception.

The applicant seeks a Special Exception for the following land use:

- (B) Outdoor commercial recreation or entertainment activity.

2. SITE HISTORY

Gettysgolf LLC a Pennsylvania Domestic Limited Liability Company entered into a purchase agreement for 533 Steinwehr Avenue, Gettysburg, PA 17325 in December of 2023. The Property is approximately 40,946 sq. ft. in area and is located within the TC (Tourist Commercial), the H (Historic), and the SE (Streetscape Enhancement Overlay) Districts.

Prior Use(s):

Our records dating back to 1998 indicate that this property had at one time been the site of a Hardee's Restaurant with drive through, which was razed in 2016. The site has remained vacant since that demolition.

Recent Permitting and License History:

06/24/2016 16-60 Historic District Work Permit for demolition of existing building, paving and curbing.

07/14/2016 COA-16-39 Demolition similar to permit 16-60 with an installation of split rail fence.

Prior Zoning Hearing Board Decision(s): None identified.

3. RELEVANT ZONING SECTIONS

a) DEFINITIONS

COMMERCIAL OUTDOOR RECREATION A use that:

- A. Is used principally for active or passive recreation (such as a driving range).
- B. Is used for a profit-making purpose.

RECREATION, COMMERCIAL Leisure-time uses that are principally operated for commercial purposes.

SPECIAL EXCEPTION A use for which the Zoning Hearing Board may grant permission following a public hearing & findings of fact consistent with this chapter, provided that the use complies with the conditions & standards required by this chapter.

b) PART 9 TOURIST COMMERCIAL DISTRICT (TC)

§ 27-901 Purpose. The purpose of this Part is to provide for and encourage the location of retail business establishments serving the tourist and visitor trade.

§ 27-902 Uses Permitted by Right

The “commercial outdoor recreation” land use is not included in the uses permitted by right in the TC District.

§ 27-903 Uses Permitted by Special Exception.

The “commercial outdoor recreation” land use is permitted by Special Exception in the TC District

c) PART 17 ZONING HEARING BOARD

1. § 27-1704 Standards for Zoning Hearing Board Action. In any instance where the Zoning Hearing Board is required to consider a special exception or variance in accordance with the provisions of this Part, the applicant shall provide evidence to allow the Board to, among other things, consider the following standards. The Board shall hear requests for variances where it is alleged that the provisions of this chapter inflict unnecessary hardship upon the applicant. The Board may, by rule, prescribe the form of application & may require preliminary application to the Zoning Officer. The Board may grant a variance, provided that all of the following findings are made where relevant in a given case:

B. For Special Exceptions:

- (1) The applicant shall provide evidence to indicate to the Zoning Hearing Board that:
 - (a) The proposed use is consistent with the purpose of the Part whereby it is permitted and the overall purposes contained in Part 1.
 - (b) The proposed use and its location are generally consistent with the Comprehensive Plan and the current Gettysburg Borough Zoning Map.
 - (c) The proposed use complies with the lot requirements and the building height of the district where it is proposed.
 - (d) The proposed use is consistent with the general and supplemental regulations set forth in Part 15, and the design standards of Part 19.
 - (e) The proposed use will not substantially injure or detract from the use of neighboring property or from the character of the neighborhood and that the use of the adjacent property is adequately safeguarded. Further, the proposed use, located on the proposed property, with the present and proposed characteristics of each, and considering the present and proposed characteristics of the neighboring properties, will not cause negative impacts over and above those typically associated with such uses located and operated in a usual manner.
 - (f) The proposed use will provide a fence or a planting screen and/or additional yard or open space area to reduce the effect of the proposed use upon adjacent properties.

- (g) The proposed use will promote preservation or adaptive reuse of the sites and structures identified by the Local Historic District Regulations [Chapter 11].
 - (h) The proposed use complies with the required off-street parking and loading regulations in Part 13.
 - (i) The proposed use will provide safe and adequate access to streets and that the applicant will make any improvements needed to guarantee compatibility with adjacent streets as recommended by the Borough Engineer.
 - (j) The proposed use will provide for pedestrian access to the site.
 - (k) The proposed use will not adversely affect public facilities and utilities, such as water, sewer, police and fire protection, schools, etc.
 - (l) The proposed use will comply with the signage regulations of Chapter 19 of the Borough Code.
- (2) The Zoning Hearing Board may attach reasonable conditions as it deems necessary to assure compliance with this chapter.



Gettysburg
HISTORIC CROSSROADS

Gettysburg Planning Department
59 East High Street
Gettysburg, PA 17325
www.gettysburgpa.gov

MEMO

To: Borough of Gettysburg Zoning Hearing Board
From: John Whitmore, Director of Planning, Zoning and Code Enforcement
Date: January 29, 2024
Re: **Planning Commission Review**
ZHB-230006 Gettygolf, LLC; 533 Steinwehr Avenue
Application for a special exception pursuant to Section 27-903. B for an
Outdoor Commercial Recreation or Entertainment Activity land use.

At its meeting on Tuesday, January 16, 2024 the Borough of Gettysburg Planning Commission reviewed the above-mentioned application to make recommendations, pursuant to Section 27-1703 of the Borough Code of Ordinances which states, "All requests for variances and special exceptions will first be sent by the Board to the Gettysburg Planning Commission for review and recommendation."

The Planning Commission voted unanimously to recommend approval of the request for special exception for an Outdoor Commercial Recreation or Entertainment Activity land use in consideration the following:

- The use would not negatively affect neighboring residents and provides an appropriate tourism based commercial land use.

Respectfully Submitted,

John Whitmore, AICP
Zoning Officer
Director of Planning, Zoning and Code Enforcement
Borough of Gettysburg
jwhitmore@gettysburgpa.gov



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HISTORIC CROSSROADS

Gettysburg Zoning Hearing Board
59 East High Street
Gettysburg, PA 17325
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February 13, 2024

Gettysburg Borough Council
c/o Matthew Moon, President
59 East High Street
Gettysburg, PA 17325

RE: Gettysburg Borough Zoning Hearing Board Annual Report

Dear Matthew Moon,

In accordance with paragraph 2.2 of the Bylaws and Rules of Procedure of the Gettysburg Borough Zoning Hearing Board (“Board”), this annual report details the Board’s status and activities for calendar year 2023.

The Board met five times to consider three applications and conduct one reorganization. The three applications in total requested two land-use variances, one special exception related to building height, and one variance related to building height. One application, ZHB-230002 / Gettysburg Station, did involve multiple meetings occurring on June 28, 2024, July 12, 2024, and concluding on July 26, 2024.

As compared to calendar year 2022, the number of applications remained the same at three.

All hearings were conducted in accordance with the Pennsylvania Municipalities Planning Code (“MPC”) and the Board’s bylaws. There were no changes to the Board’s bylaws proposed or adopted during the year.

None of the decisions rendered by the board were appealed to the Adams County Court of Common Pleas.

With respect to personnel, as of this report the Board has five members with one vacancy for the alternate position.

I would be happy to answer any questions you may have.

Very truly yours,

Rodger Goodacre, Chair
Zoning Hearing Board

cc: Zoning Officer
Zoning Hearing Board Solicitor

DRAFT