

**Perkasie Borough
Planning Commission Meeting
February 25, 2026**

AGENDA

1. Meeting Convenes – 7:00 PM
2. Pledge of Allegiance
3. Re-Organization
 - Chairperson
 - Vice Chairperson
 - Secretary
4. Approval of Minutes from December 10, 2025
5. Public Forum
6. Old Business
7. New Business
 - Sketch Plan application for Perkasie Place LLC
8. Other Business
9. Adjournment

Perkasie Planning Commission
December 10, 2025

620 W. Chestnut Street
Perkasie, PA 18944

Attendance:
Planning Commission

Maureen Knouse
Heather Nunn
Mairi Schuler (Absent)
Mary McKay
Dave Weaver
Dale Schlegel
Kim Bartells
Kelly Laustsen
Quinten Baker

Borough of Perkasie:

Cassandra L. Grillo, Borough Zoning Officer
Adrienne Blank, R.L.A., Borough Planner
Brendan Callahan, Borough Solicitor

Call to Order

Chairperson Maureen Knouse called the meeting to order at 7:03 p.m. The Pledge of Allegiance was recited. A quorum was present and the Commission proceeded with business.

Approval of Minutes

Upon motion by Heather Nunn, seconded by Quinten Baker, the minutes of the October 22, 2025 Planning Commission meeting were unanimously approved.

New Business

Perkasie Regional Authority (PRA) – Waiver of Land Development

Engineer Jacob Reily, representing the Perkasie Regional Authority (PRA), presented plans for improvements to the existing public water facility located at Ridge Avenue and North Ridge Road. The proposed improvements include construction of a small booster pump station building of approximately 458 square feet, installation of a generator pad, minor driveway relocation and improvements, and associated landscaping. The subject property contains an existing water storage tank and related utilities. The purpose of the project is to improve the reliability of the Borough's public water system and to enhance PRA's ability to manage water pressure during emergency situations. The property is

zoned R-2 Residential, and the proposed use is classified as a Public Utility, which is a permitted use by right. No zoning relief is required.

PRA submitted a Waiver of Land Development Application, which would allow the project to proceed without separate preliminary and final land development plan approvals. The project will remain subject to all applicable Subdivision and Land Development Ordinance requirements. The waiver request is based on the limited scope of the project and the fact that the improvements are being made to an existing public utility facility. PRA also requested that several waivers previously approved by Borough Council in 2022 for the water tank replacement project remain in effect, including waivers related to road widening, sidewalks and curbs, driveway standards, and certain plan detail requirements. No new major waivers are being requested beyond those previously approved for the site.

A motion was made by Maureen Knouse, seconded by Heather Nunn, to recommend approval of the Waiver of Land Development for the Ridge Road Booster Pump Project. A second motion was made by Kim Bartells to recommend approval of the waivers as outlined in the November 7, 2025 letter from Pennoni and to reaffirm the waivers previously granted by Borough Council on September 22, 2022, specifically Items 1 through 9 contained in that document.

Old Business

Accessory Dwelling Units (ADUs)

The Planning Commission continued its discussion regarding the regulation of Accessory Dwelling Units (ADUs). Topics reviewed included the definition of an ADU, the differences between Use by Right and Use by Special Exception, and which zoning districts should allow ADUs. The Commission reviewed and revised several items from its previous discussions and reached consensus to pursue an approval method of Special Exception for ADUs.

The Commission discussed zoning districts and dwelling types and agreed that ADUs would be permitted in the R-1A, R-1B, R-2, and R-3 Residential Districts, as well as in the C-2 District where residential uses exist. ADUs would be permitted on single-family detached dwellings and single-family attached (twin) dwellings.

The Commission discussed occupancy and rental regulations and reached consensus that rental of ADUs would be permitted; however, the ordinance would not distinguish between short-term and long-term rentals. A deed restriction would be required to specify an owner-occupied covenant for the principal dwelling.

The Commission reviewed ADU standards and design requirements and agreed that all sample ADU types, including detached ADUs, would be permitted. One ADU may contain multiple bedrooms but shall not exceed 800 square feet. ADUs shall be regulated by the applicable lot size, setback, impervious coverage, and building coverage requirements of the zoning district in which they are located. ADUs shall not

exceed 35 percent of the habitable floor area of the principal dwelling, nor exceed 800 square feet, whichever is less. Detached ADUs shall be located a minimum of 15 feet from the primary structure. ADU height shall be no higher than the existing roofline of the principal dwelling and shall not exceed 24 feet. One off-street parking space per bedroom shall be required. An impact fee shall apply.

Economic Development Plan Update

The Planning Commission discussed an update to the Economic Development Plan, including a brief overview of proposed strategies and goals. Desired growth and new business types discussed included a recreation center, hardware store, variety or specialty restaurants, sporting goods store, bike shop, gym, and distillery. The Commission also discussed participation in the Main Street Matters Designation Program and reached consensus that the program would be a good fit for Perkasio Borough.

Adjournment

With no further business, the meeting was adjourned at 8:00 p.m.



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

February 9, 2026

TO: Perkasio Borough Planning Commission

FROM: Cassandra L. Grillo, CZO, BCO, Zoning Officer and Code Enforcement

SUBJECT: Wednesday, February 25, 2026 PC Meeting – Perkasio Place LLC, Sketch Plan Application 505-545 Constitution Ave. - Recycling Center

I wanted to provide the Planning Commission with some background information related to the sketch plan that will be discussed at the upcoming meeting.

Sketch Plan Application– Recycling Center

The Perkasio Place LLC is presenting a new sketch plan concept for a Recycling Center on the vacant portion of the tract. This submission is for discussion purposes only, and no formal land development application has been filed at this time. The parcel is currently zoned I-2 Light Industrial District.

Included in this packet you will find the Borough Engineers and Planners review letter.

Property History

The subject property is part of the Perkasio Square Shopping Center tract located along Constitution Avenue. The shopping center was developed in the 1980s, and this portion of the property has remained vacant. A small portion of the western edge of the tract extends into Sellersville Borough.

In 2016, an application was submitted to subdivide this undeveloped area from the remainder of the shopping center parcel. Borough Council approved the subdivision by Resolution following Planning Commission review; however, the subdivision was never finalized. Any future development of this tract would need to address completion of that subdivision.

Conditions of the 2016 subdivision approval included:

- An easement to allow the developer of Perkasio Woods to construct a pedestrian trail connection between that development and the shopping center property
- Access easements to allow connectivity between the resulting lots

Previous Sketch Plan Application – Apartment Complex

In 2025, the Planning Commission reviewed a sketch plan from Perkasio Place LLC proposing a multifamily apartment community on this same tract. The concept included five apartment buildings and approximately 75 dwelling units, with access through the shopping center.

Because multifamily residential use is not permitted in the I-2 Light Industrial District, the applicant filed an application with the Perkasio Zoning Hearing Board seeking a use variance.

The Zoning Hearing Board did not grant approval for the requested residential use. Following that decision, the applicant filed an appeal with the Bucks County Court of Common Pleas. That appeal remains active at this time, and no final determination has been issued.

The Borough's Engineer, Planner, and Solicitor will be available to assist with any questions the Commission may have during discussion of this item.

Please let me know if there is any additional information you would like prior to the meeting.

SHAFKOWITZ LAW GROUP, P.C.

(267) 422-3340
(215) 940-9209 (fax)

350 S. Main Street, Suite 308
Doylestown, Pennsylvania 18901

1340 Parkway Ave, Unit B
Ewing, New Jersey 08628

E-Mail: dms@shafkowitzlaw.com
Reply to Pennsylvania

Admitted in PA & NJ

January 9, 2026

VIA Hand Delivery

Borough of Perkasio
620 W. Chestnut Street
Perkasie, PA 18944

**Re: Formal Sketch Plan Application / Zoning Hearing Board
503-545 Constitution Avenue
Tax Map Parcel #33-009-001**

Dear Sir or Madam,

Please be advised that this office represents the Applicant, Perkasio Place LLC with regard to the above captioned matter. Enclosed please find the following:

- Zoning Hearing Board Application;
- Eleven (11) copies of Zoning Plan (folded); and
- Agreement of Sale.

Thank you for your time and attention. Please contact my office should you require anything further to process the application.

Very truly yours,



David M. Shafkowitz

DMS/mka
Enclosures



BOROUGH OF PERKASIO

620 W. Chestnut St
P.O. Box 96
Perkasie, PA 18944

(215)257-5065
Fax (215)257-6875

SUBDIVISION/LAND DEVELOPMENT APPLICATION

Date of Application: 1/6/2026 Date of Plan or Revision: 10/20/2025

APPLICATION FOR:

☐ Subdivision ☒ Sketch Plan ☐ Lot Line Change
☐ Land Development ☐ Preliminary Plan ☐ Minor Subdivision
☐ Final Plan

Formal or Informal (Circle One)

NAME of Subdivision or Land Development: Perkasie Place
To be the name for the Duration of the Project

Location: 503-545 Constitution Avenue

Tax Parcel No(s): 33-009-001

Total Acreage Gross: Lot 1, 14.259 Acres Lot 2, 7.939 Acres Net Buildable Site Area: Lot 1, 12.817 Acres Lot 2, 7.326 Acres

ZONING REQUIREMENTS:

Zoning District I-2 Minimum Lot Size Lot 1, 2 Acres Lot 2, 1.75 Acres Maximum Density TBD

Yard Setbacks: Front Lot 1, 40 ft Lot 2, 100 ft Side Lot 1, 40 ft Lot 2, 50 ft Rear Lot 1, 40 ft Lot 2, 50 ft Number of Lots or Dwelling Units: 2

Water Supply: ☐ Private ☒ Public

Sewer Service: ☐ On-Lot ☒ Public

EQUITABLE OWNER of Record of Land: Perkasie Place LLC

Address: P.O. Box 538, Doylestown, PA 18901 Phone: 215-429-4426

APPLICANT: Perkasie Place LLC

Email: mtulio@csacinc.net Phone: 215-429-4426

Address: P.O. Box 538, Doylestown, PA 18901

REGISTERED ENGINEER OR SURVEYOR: CRC Design Group / Larry Gryboski, P.E.

Email: LGryboski@c2cdg.com Phone: 610-860-6050 Ext 104

Address: 37 East Penn Avenue, Wernersville, PA 19565

This is to certify that I have read the Perkasio Borough Subdivision and Land Development Ordinance and that the accompanying plan meets the requirements of the ordinance to the best of my knowledge.

Signature of Property Owner

x L.G. Gylsey
Signature of Registered Engineer or Surveyor

Borough of Perkasio**Sketch Plan Application of Perkasio Place, LLC****Checklist Item 5:**

The Applicant is seeking to subdivide the existing Perkasio Square shopping center into two (2) parcels of 14.29 acres, which shall remain with the existing shopping center and 7.939 acres for the proposed recycling center and outdoor storage facility. The proposed use will provide sufficient area for tractor trailer parking, truck turnaround areas and loading and unloading of recycling materials and other similar materials proposed for the outdoor storage area.

The Parcel and both proposed lots are located in the Borough's I-2 Light Industrial Zoning District which permits outdoor storage facilities and recycling centers as by-right uses in the zoning district. The use(s) as proposed comply with all bulk and area requirements of the zoning ordinance including but not limited to Lot Size, set back, building coverage and impervious cover.

Additional Information #3:

No contiguous or useable open space is being proposed.

**BOROUGH OF PERKASIE
SKETCH PLAN CHECKLIST**

1. Name of subdivision or land development.
2. Tax parcel (Bucks County Tax Map), should be shown directly beneath the name of the subdivision or land development.
3. Name and address of the owner/applicant/developer.
4. Name and address of engineer, surveyor, architect, or landscape architect responsible for the plan.
5. A brief description of the proposal.
6. Tract boundaries.
7. Date of plan.
8. True north point.
9. Location map.
10. Streets on and adjacent to the tract.
11. Significant topographical and physical features, including contours based on U.S. Coast and Geodetic maps and all natural resources for which the Zoning Ordinance establishes protection standards.
12. Site capacity calculations using the standards of the Zoning Ordinance.
13. Proposed general street layout.
14. Proposed general lot layout.
15. Location of construction (for land developments).
16. Graphic scale (not greater than 1"=200 ft; however dimensions on the plan need not be exact at this stage) and north arrow.
17. Zoning district on the subject tract and all adjoining parcels.
18. 100-year floodplain limits, and approximate location of wetlands, if any.

19. Topographic, physical, and cultural features including fields, pastures, meadows, wooded areas, trees with a diameter of fifteen inches or more, hedgerows and other significant vegetation, steep slopes (over 25%), rock outcrops, soil types, ponds, ditches, drains, dumps, storage tanks, streams within two hundred (200) feet of the tract, and existing rights-of-way and easements, and cultural features such as all structures, foundations, walls, well, trails, and abandoned roads.
20. Schematic layout indicating a general concept for land conservation and development.
21. General description of proposed method of water supply, sewage disposal, and stormwater management. Description of the manner in which stormwater will be captured for maximum infiltration. This should indicate that the areas best suited for stormwater infiltration have been selected for that purpose.
22. Identification and habitat of threatened or endangered species.

Additional material for Residential Performance Standard Subdivisions, mobile home parks, and Planned Residential Development (also subject to the PRD requirements of the Zoning Ordinance).

1. Existing resources site plan showing (1) soil types, flood plains, high water table, etc., (2) vegetation woodlands and large trees, (3) drainage ways, streams, swales, and ponds.
2. General site plan showing types of buildings, number and size of units, required open space ratio and maximum impervious surface ratio.
3. Written statement indicating the method for administration and maintenance of open space.

BOROUGH OF PERKASIE

PLAN CHECKLIST

(To Be Completed by Applicant)

GENERAL SUBMISSION ITEMS - Does the submission include:

PLAN REQUIREMENTS - Do the Plans have:

Yes* No Sheet No.

* Note (Insert NA if not applicable)

- | | | | | |
|----------|----------|-----|----|---------------------------------------------------------------------------------------------------------------------------|
| <u>X</u> | ___ | ___ | 1. | Plan drawings at a size of 24" x 36" |
| ___ | <u>X</u> | ___ | 2. | A scale of 1" = 50' or 1" = 100'? 1" = 60' |
| <u>X</u> | ___ | ___ | 3. | Dimensions set in feet and decimal part thereof and bearings in degrees, minutes and seconds? |
| <u>X</u> | ___ | ___ | 4. | Sheets numbered and show relationship to the total number of sheets? |
| ___ | <u>X</u> | ___ | 5. | An adequate legend indicating clearly which features are existing and which are proposed? |

GENERAL INFORMATION - Do the Plans have:

Yes* No Sheet No.

- | | | | | |
|----------|----------|----------|-----|-----------------------------------------------------------------------------------------------------|
| <u>X</u> | ___ | ___ | 6. | <u>Name</u> and address of Owner? |
| <u>X</u> | ___ | ___ | 7. | Name and location of subdivision or land development? |
| <u>X</u> | ___ | ___ | 8. | Graphic and/or written scales? |
| <u>X</u> | ___ | ___ | 9. | Date of plan and all subsequent revision dates? |
| ___ | <u>X</u> | ___ | 10. | Name and address, signature and seal of the licensed engineer or surveyor responsible for the Plan? |
| <u>X</u> | ___ | ___ | 11. | Location map at a minimum scale of 1" = 800'? |
| <u>X</u> | ___ | ___ | 12. | North arrow? |
| <u>X</u> | ___ | ___ | 13. | Site boundaries survey with tie-ins to all adjacent streets? |
| <u>X</u> | ___ | ___ | 14. | Location and type of existing monuments? |
| ___ | ___ | <u>X</u> | 15. | Forested areas? |
| <u>X</u> | ___ | ___ | 16. | Watercourses, lakes and wetlands (with names, if any)? |

Do the plans include the location of the following existing features on the site being subdivided or developed and within 400 feet of the site:

<u>Yes*</u>	<u>No</u>	<u>Sheet No.</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	17. Streets and rights-of-way (including name and right-of-way widths)?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	18. Existing lot layout on the site and on immediately adjacent tracts?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	19. Property lines, building locations, driveway locations, and names of adjacent property owners?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	20. Sewer lines, storm drains and easements, other utilities?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	___	21. Pennsylvania One-Call Serial No. and note.

PROPOSED FEATURES - Do the Plans show:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	22. Layout of streets with center lines, cartways and right-of-ways, and proposed names?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	23. Layout of lots and dimensions?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	24. Building setback lines from all lot lines?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	25. The arrangement and use of buildings and parking areas with all necessary dimensions and number of parking spaces?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	___	26. Rights-of-way and easements for all drainage, utilities, (electric, gas, telephone, and CATV) or other purpose which might affect development?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	27. Open space areas, proposed use and maintenance?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	___	28. Proposed monuments and individual lot pins.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	___	29. Applicable zoning requirements and the location of zoning district boundary lines affecting the subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	30. A reference to any land to be dedicated for parks, recreation areas, widening of streets or other public uses.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	31. For multi-family developments, the total area, total dwelling units, number of buildings, proposed total parking spaces, building coverage and the bedroom ratio shall be on the plan.

Plan Checklist

<u>Yes*</u>	<u>No</u>	<u>Sheet No.</u>	
<u>X</u>	—	—	32. An indication of any lots in which other than a residential use is intended.
—	—	<u>X</u>	33. For subdivisions, the total area, number of lots, average and minimum lot size shall be noted on the plan.
—	<u>X</u>	—	34. The location and size of storm drains, stormwater management facilities, sanitary sewers, culverts, watercourses and all appurtenances thereof, on-site sewage disposal facilities, gas mains, electric facilities, water mains, fire hydrants, street lights, planting, special structures and other underground conduits or structures.
—	<u>X</u>	—	35. Typical cross sections and centerline profiles for each proposed street. These plans may be submitted as separate sheets. Where the plan covers only a part of the owner's entire holding, a sketch shall be submitted of the prospective street layout for the remainder.
—	<u>X</u>	—	36. A plan for planting is required for open space subdivision; this plan shall show the location of all existing trees greater than three (3) inches in caliper. All new plantings shall indicate species and size.
—	<u>X</u>	—	37. The location of all trees to be saved.
—	<u>X</u>	—	38. The tree protection zone.
—	—	<u>X</u>	39. The location of proposed retaining walls.
—	<u>X</u>	—	40. A table showing open space ratio, density and impervious surface ratio.
—	<u>X</u>	—	41. Estimated average and peak volumes of water needed to serve the proposed subdivision or land development and an indication of the available water volume for fire flow and the water volume required to satisfy the Insurance Services Office (ISO) standards for fire protection.
—	<u>X</u>	—	42. Owners Statement of Acknowledgment

Plan Check 1/1

<u>Yes*</u>	<u>No</u>	<u>Sheet No.</u>	
—	X	—	43. The signature block for the Chairman and Secretary of the Borough Planning Commission?
—	X	—	44. The signature block for Executive Director of the Bucks County Planning Commission.
—	X	—	45. The signature block for the Borough Engineer.
—	X	—	46. The signature block for the President and Secretary of the Borough Council.

Prepared By: LARRY GRZYBOSKY, C2C DESIGN GROUP
(AGENT FOR APPLICANT)

Accepted by:

Date: 01-06-2026

Date:

Signature: x L. Grzybowski
Applicant or representative

Signature: _____
Borough Official

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BOROUGH OF PERKASIE

620 W. Chestnut St
P.O. Box 96
Perkasie, PA 18944

(215)257-5065
Fax (215)257-6875

Subdivision & Land Development Plan Submission Checklist

Date of Application: 01/06/2026

Subdivision/Land Development Name: Perkasie Place

Address of Property: 503-545 Constitution Avenue

Owner(s) Name: PACAZ Realty LLC

Applicants Name: Perkasie Place LLC

Tax Map Parcel Number: 33-009-001

Plan Sets – Folded to 8 ½ x 11: (11 Total)

☒ Planning Commission – 8 Copies ☒ Boro File – 2 Copies

☒ Borough Engineer – 1 Copy

The applicant must show **proof of submission** to the outside agencies listed below, as applicable, (stamped copy or cover letters and copy of application form). The following plan sets are subject to the requirements of the outside agency and **must be submitted to the outside agency by the applicant.**

N/A Sketch Plan Application
Bucks County Planning Commission (1 Copy)

_____ Bucks County Conservation District (1 Copy)

_____ Supplying Water Authority – (1 Copy)

_____ Bucks County Department of Health (1 Copy)

_____ Penn DOT (Highway Permit)

_____ Army Corps of Engineers (Wetlands)

APPLICATION FORMS & FEES ARE TO BE SUBMITTED TO THE BOROUGH. All applications must include these items or the application will be considered administratively incomplete and returned to the applicant.



BOROUGH OF PERKASIE

620 W. Chestnut St
P.O. Box 96
Perkasie, PA 18944

(215)257-5065
Fax (215)257-6875

SUBDIVISION / LAND DEVELOPMENT 90-DAY REVIEW WAIVER

Date: 1-6-26

Borough Manager
Perkasie Borough
620 W. Chestnut St.
P.O. Box 96
Perkasie, PA 18944


Re: Subdivision/Land Development Plan of Perkasie Place LLC

On January 6, 2026, I/We submitted for official filing, the above referenced plan of subdivision/land development.

Please be advised that, notwithstanding, any contrary provision of the Pennsylvania Municipalities Planning Code or the Perkasio Borough Code, this letter will serve as notice to Perkasio Borough that the requirement that action be taken on this subdivision proposal within ninety (90) days is hereby waived, without limitation as to time.

This Waiver can be revoked upon thirty (30) days written notice to Perkasio Borough.

Very truly yours,



David Skathorst
Attorney for Applicant

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of December 2024 ("Effective Date") by and between **PACAZ REALTY, LLC**, a Pennsylvania limited liability company with an address of c/o Gerald Simon, CFO, Carlyle Management Corporation, 5355 Town Center Rd, Suite 430 Boca Raton, FL 33486 ("Seller") and **PERKASIE PLACE LLC**, a Pennsylvania limited liability company with an address of P.O. Box 538, Doylestown, PA 18901, or its nominee or assignee ("Buyer"). For purposes of this Agreement, the "Effective Date" shall be the date this Agreement is last signed by the Buyer and Seller.

In consideration of the mutual promises and agreements herein contained, and intending to be legally bound hereby, the Buyer and Seller agree as follows:

1. **Agreement to Sell and Purchase.** Seller owns that certain lot or piece of ground located at 505 Constitution Avenue, Perkasio Borough, Bucks County, Pennsylvania, also known as Bucks County Tax Map Parcel No. 33-009-001 and consisting of approximately \pm 22.18 acres as described on **Exhibit "A-1"** attached hereto. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase all that certain lot or piece of ground consisting of approximately \pm 7.94 acres to be subdivided, at Buyer's expense, from the Seller's \pm 22.18 acres which lot or piece of ground is legally described on **Exhibit "A-2"** and depicted as Lot 2 on the Survey prepared by Nave Newell, Inc. dated November 5, 2015 attached as **Exhibit "A-3"** (the "Property"), such that Seller shall retain approximately \pm 14.24 acres of the land depicted as Lot 1 on the Survey as described on **Exhibit "A-3"** (the "Retained Lands"). Buyer acknowledges that the Property consists of undeveloped vacant land without any improvements thereon. Subject to Section 4(c) of this Agreement, the approximate location and approximate dimensions of the Property and Retained Lands shall be adjusted as needed to comply in all respects with the applicable subdivision and land development ordinances of Perkasio Borough. In addition, Seller shall grant and convey to Buyer at no additional fee to Buyer such easements across the Retained Lands or adjacent lands of Seller as are necessary to develop the Property in accordance with Buyer's Plan (as hereinafter defined), such easements to include, but not to be limited to, easements for ingress and egress, water service, sanitary sewer service, stormwater management facilities, electric, telephone, data, gas, access or cable television. Buyer shall pay for the cost to survey, engineer, document, and record necessary easements. Notwithstanding the foregoing, the subdivision, easements or any of the approvals to be obtained by the Buyer for Buyer's Intended Use of the Property as defined or described herein in no way shall prohibit or limit the Retained Lands from continuing to be used as a commercial shopping center, similar in size as depicted on **Exhibit "A-3"** or otherwise result in any changes to the existing zoning laws, use regulations, parking requirements, site and setbacks requirements, permits, approvals and license as presently existing for the use and operation of the Shopping Center or retained Lands. The provisions of this paragraph shall survive Settlement and the delivery of the Deed for the Property.

2. **Purchase Price.**

(a) **Purchase Price.** The purchase price for the Property, subject to adjustments as provided in this Agreement, shall be

("Purchase Price"). The Purchase Price shall be paid by
Buyer to Seller as follows:

(i) Buyer shall deposit the sum of
("Deposit") with Escrow Agent within five
(5) days of the complete execution of this Agreement, which shall be credited to the Purchase Price at Closing, should Closing occur; and

(ii) the balance of the Purchase Price shall be paid in full at the time of Closing by good funds, certified or cashier's check, or by wire transfer of immediately available federal funds.

3. **Due Diligence Contingency.**

(a) For a period of sixty (60) days from the Effective Date ("Due Diligence Period"), Subject to the provisions of paragraph 13, the Buyer shall have the absolute right to determine the feasibility of purchasing the Property and shall be entitled to conduct investigations and examinations of all documentation relating to the Property as well as documentation in possession of Seller for that purpose, which may include any or all of environmental (Phase I and II) investigation, zoning, economic feasibility studies, zoning, engineering, and any other feasibility study deemed necessary by Buyer at Buyer's sole discretion. Buyer shall have the right to terminate this Agreement at any time prior to the expiration of the Due Diligence Period if Buyer is not satisfied for any reason or no reason as a result of its investigation/examination. Should Buyer determine that the results of the investigation are unsatisfactory, Buyer shall notify Seller in writing of this election prior to the expiration of the Due Diligence Period and the Deposit shall be refunded to Buyer (subject to the provisions of paragraph 13), at which time the parties shall have no further liability to each other and this Agreement shall have no further effect.

(b) Intentionally Deleted.

(c) In the event Buyer notifies Seller prior to the end of the Due Diligence Period of its election to terminate the Agreement, Buyer shall be entitled to a refund of the Deposit from Escrow Agent.

4. **Zoning & Land Development Contingencies.** Buyer's purchase of the Property is expressly contingent upon Buyer obtaining zoning and land development approvals for Buyer's intended use of the Property, being multifamily apartment housing not exceeding two stories in height or seventy (70) units ("Buyer's Intended Use"). Following the Due Diligence Period, Buyer shall have the following contingency periods:

(a) Following the Due Diligence Period, Buyer shall have one-hundred-eighty (180) days to obtain the necessary zoning relief or approvals (the "Zoning Approvals") from the Borough to allow Buyer's Intended Use ("Zoning Approval Contingency Period"). Buyer shall use commercially reasonable efforts to obtain the necessary zoning relief or approvals for Buyer's Intended Use. In the event that Buyer is unable to obtain the necessary zoning relief or approvals prior to the end of the Zoning Approval Contingency Period, despite Buyer's commercially reasonable efforts, Buyer may notify Seller of its election to terminate this Agreement and Buyer shall be entitled to a refund of the Deposit from Escrow Agent. In the event an appeal to the Bucks Court of Common Pleas is necessary to for Buyer to obtain its Zoning Approval, Buyer shall have a day-for-day extension of the Zoning Approval

Contingency, and Buyer shall use commercially reasonable efforts to prosecute its appeal. If Buyer's appeal to the Court of Common Pleas is denied, Buyer shall be entitled to a refund of the Deposit.

(b) Following the Zoning Approval Contingency Period, Buyer shall have three-hundred (300) days to obtain final and unappealable subdivision and land development approvals from the Borough of Perkasi, inclusive of any and all necessary permits and approvals from utility providers, and any other outside agency including but not limited to the Pennsylvania Department of Transportation, the Pennsylvania Department of Environmental Protection, and any other agency having jurisdiction over the Property that requires approval for Buyer to record a final land development plan for Buyer's Intended Use ("Land Development Approvals"), for which Buyer shall use commercially reasonable efforts to obtain ("Land Development Contingency Period"). In the event Buyer is unable to obtain its Land Development Approvals prior to the end of the Land Development Approval Contingency Period, despite Buyer's commercially reasonable efforts, Buyer may (i) terminate this Agreement and receive a refund of the Deposit; or (ii) Buyer may exercise an extension of one-hundred-fifty (150) days to complete its Land Development Approvals ("Land Development Extension Period") by providing written notice of such exercise in writing to Seller prior to the conclusion of the Land Development Contingency Period ("Land Development Extension"). If Buyer exercises the Land Development Extension, Buyer shall make an additional deposit of

to Escrow Agent ("Extension Payment"), which shall be refundable, but applicable to the Purchase Price at Closing. If Buyer is unable to obtain its Land Development Approvals prior to the end of the Land Development Extension Period, despite Buyer's commercially reasonable efforts, Buyer may (i) terminate this Agreement and receive a refund of the Deposit and Extension Payment. If Buyer fails to give such written notice of its election to terminate this Agreement prior to 5:00 PM on the expiration of the Land Development Contingency Period or if extended, the Development Extension Period, then Buyer shall be deemed to have waived its right to terminate this Agreement based upon this Section 4 and the Deposit shall thereafter be non-refundable to Buyer, except as otherwise expressly provided in this Agreement.

(c) Related to Buyer's Zoning Approvals or Land Development Approvals, Buyer shall complete the necessary subdivision of the Property from the Retained Lands consistent with **Exhibit A-3** at Buyer's sole cost and expense. Moreover, it shall be a condition precedent to Closing that Buyer provide confirmation reasonably satisfactory to the Seller that the subdivision, easements or any of the approvals to be obtained by the Buyer for Buyer's Intended Use of the Property as described herein in no way shall prohibit or limit the Retained Lands from continuing to be used as a commercial shopping center, similar in size as depicted on **Exhibit "A-3"**, or otherwise result in any changes to the existing zoning laws, use regulations, parking requirements, site and setbacks requirements, permits, approvals and license as presently existing for the use and operation of the shopping center or Retained Lands.

(d) The Buyer shall use all diligent and commercially reasonable efforts to satisfy the foregoing contingencies and obtain the Zoning Approvals and Land Development Approvals (collectively, the "Approvals") required for Buyer's Intended Use under this Section 4. Buyer shall, at its sole expense, submit all necessary applications and documentation

to obtain the and shall provide the Seller with proof of such submittals for such Approvals, including but not limited to, copies of the applications, plans, and any other relevant documents, within ten (10) days of submission. The Buyer shall also provide written notice to the Seller of any material issues encountered during the approval process. If the Buyer fails to meet the foregoing due diligence obligations, including failing to apply for the necessary approvals in a timely manner the Seller may terminate this Contract and retain the Deposit as liquidated damages. Prior to exercising such termination right, Seller shall provide Buyer with Fifteen (15) days' notice with an opportunity to cure any failure on the part of Buyer in meeting its obligations under this Section 4.

5. **Status of Escrow Agent.** Land Services USA, ATTN: Art Keegan, Two Liberty Place, 1835 Market Street, Suite #420, Philadelphia, PA 19103, with an email address of (akeegan@lsutitle.com) shall be deemed the Escrow Agent ("Escrow Agent"). It is expressly understood, covenanted and agreed that:

(a) Escrow Agent is acting as an agent only, and will in no event whatsoever be held liable to either party for the performance of any term or covenant of this Agreement, or for damages for non-performance thereof;

(b) The duties of Escrow Agent are only as herein specifically provided and are purely ministerial in nature, and Agent shall incur no liability whatever except for willful misconduct or negligence, as long as Escrow Agent has acted in good faith;

(c) In the performance of its duties hereunder, Escrow Agent shall be entitled to rely upon any document, instrument or signatures believed by it to be genuine and signed by either of the other parties or their successors;

(d) Escrow Agent may assume that any person purporting to give any notice of instructions in accordance with the provisions hereof has been duly authorized to do so;

(e) Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by Seller, Buyer and Escrow Agent.

(f) The provisions of this Paragraph 5 shall survive the termination of this Agreement.

(g) Escrow Agent is acting as a stakeholder only with respect to the Deposit (the "Deposit Money"). If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit Money or as to whom the Deposit Money is to be delivered, Escrow Agent shall not be required to make any delivery, but in such event Escrow Agent may hold the same until receipt by Escrow Agent of an authorization in writing, signed by all of the parties having any interest in such dispute, directing the disposition of the Deposit Money and any interest accrued thereon or until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun within thirty (30) days after Settlement was to have occurred, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit the Deposit Money in court pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding by Seller and Buyer including, without

limitation, reasonable attorneys' fees and disbursements. Upon making delivery of the Deposit Money in the manner provided in this Agreement, Escrow Agent shall have no further liability hereunder or to Buyer or Seller.

6. **Settlement.** Settlement/Closing of this Agreement ("Settlement" or "Closing") shall occur thirty (30) days after Buyer obtains its Land Development Approvals ("Settlement Date").

7. **Title.**

(a) Title to the Property conveyed shall be good and marketable, free and clear of any mortgages, liens, encumbrances, subject however to:

(i) The state of facts as would be shown on an accurate survey of the Property, provided such facts do not render title to the Property unmarketable;

(ii) Zoning regulations, and municipal building restrictions, and all other laws, ordinances, regulations and restrictions of any duly constituted public authority enacted prior to the closing date;

(iii) Other covenants, easements and restrictions which do not adversely affect the use of the Property as permitted by zoning and related ordinances and laws on the date hereof, as well as grants to utility and/or power companies, the rights of the public in sidewalks and abutting public rights-of-way, and easements given to the public for water course maintenance, slope rights or sight rights;

(iv) Current taxes not due and payable;

(v) Any other matter which would constitute an Objection (as hereinafter defined) that the Buyer does not waive pursuant to the following subsection of this Agreement, provided that a title insurance company authorized to do business in the State of Pennsylvania agrees (at normal rates to be paid by the Buyer) that it will insure title free of such Objection or with affirmative insurance against the enforcement of such Objection against the Property; and

(vi) Those items listed on Schedule B-Part II ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company referenced under Issuing Office File No. SPA49106 CHI dated as of June 18, 2024 annexed hereto as Exhibit B to the extent that they affect the Property ("Permitted Exceptions"), but excluding any mortgages listed therein.

(b) The term "Objection" shall mean any title defect or encumbrance (including any lien), other than the matters referred to in subsection (a) above, which renders title to the Property unmarketable.

(c) Not later than ten (10) business days after the date of this Agreement, Buyer shall order, at the Buyer's expense, a title report or title commitment from a title insurance company authorized to do business in Pennsylvania. Within ten (10) days after its receipt of such title report or title commitment, the Buyer shall give written notice of any Objections to the Seller. The Buyer shall be deemed to have waived any Objection not specified in such

notice that is either set forth in such report or commitment or is otherwise known to the Buyer.

(d) The Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense or liability (contingent or otherwise) to remedy an Objection. If the Seller is unable to convey title in accordance with this Agreement or does not elect to remedy any Objection, the Buyer may elect in the case of non-monetary objections, either (i) to accept such title as the Seller is able to convey on the closing date, without any reduction of purchase price or any credit or allowance on account thereof or any other claim against the Seller, or (ii) to rescind this Agreement. In the case of objections, involving the existence of liens or judgments Buyer may elect either (i) to pay such lien or judgment in the event of the Seller's failure to do so and receive an appropriate reduction of Purchase Price or credit at the time of closing; or (ii) to rescind this Agreement. In either event, such election shall be made by the Buyer within five (5) business days of written notice by the Seller to the Buyer to the effect that the Seller is unable to convey title in accordance with this Agreement or does not elect to remedy an Objection.

(e) Seller shall have the right to remedy any Objection. For the purpose of remedying Objections, the Seller shall have the right to one or more adjournments of the closing date for an aggregate period not exceeding one hundred twenty (120) days. If the Seller fails to remedy the Objections prior to the adjourned closing date, the provisions of subsection (d) above shall be applicable, and the Seller shall be deemed to have elected not to remedy the Objections.

(f) If, at the closing date, there are any other liens, taxes or encumbrances which Seller is obligated to pay and discharge, Seller specifically authorizes Buyer's closing agent to use such portion of the balance of the Purchase Price as is needed to satisfy the same, provided the Seller shall simultaneously either deliver to the Buyer at closing, title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording and filing said instruments; or, provided that the Seller has made arrangements with the title company, Seller may deposit with the title company sufficient monies, acceptable to and required by the title company to insure the obtaining and recording of such satisfactions and the issuance of title insurance to the Buyer either free of any such liens and encumbrances, or with insurance against enforcement of same against the insured Property. The Buyer, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks and wired funds as requested, aggregating the amount of the cash balance of the Purchase Price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any taxes or other liens or encumbrances shall not be deemed Objections to title if the Seller shall comply with the foregoing requirements.

8. **Deliveries at Closing.**

(a) At Closing, Seller shall deliver to the Title Company or Buyer directly, as Seller may elect, the following original documents executed by Seller and in customary form as approved by Seller's counsel, which may include copies of electronically scanned signature documents where only electronic versions were provided to Seller:

(i) A special warranty deed (the "Deed") conveying to Buyer the Property, subject to the Objections (defined herein) not removed as per section 7. (b);

(ii) Bill of Sale and/or Assignment for the Property, if necessary, of any agreements, leases, security deposits, prorated rents as of Closing, approvals, development plans, and work product from Seller's engineering or other consultants related to the Property (the "Assignment and Assumption");

(iii) Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code;

(iv) An executed closing statement prepared by Buyer's title company in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Buyer (the "Closing Statement");

(v) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy.

(b) At Closing, Buyer shall deliver to the Title Company or Seller the following:

(i) The balance of the Purchase Price in accordance with this Agreement, plus Buyer's share of closing costs;

(ii) An executed Assignment and Assumption;

(iii) An acknowledgement of Buyer's acceptance of the Closing Statement;

(iv) A certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code; and

(v) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy.

9. **Representations & Warranties of Seller.** The Buyer acknowledges and confirms that the Buyer, except as expressly set forth in this Agreement, is not relying on any representation or inducement which was or may have been made or implied by the Seller or any other party acting on behalf of the Seller with respect to the Property or any circumstances or conditions affecting the Property and Seller shall have no liability or obligation in connection with any such conditions. However, to the best of its actual knowledge, without investigation, Seller represents as follows:

(a) Seller is the legal owner of the Property and the person signing this Agreement has the requisite authority to bind the Seller.

(b) The Seller has not received or been the subject of any notices of violations or potential liability, claims, requests for information, suits or any other administrative civil or criminal proceedings or investigations with respect to the Property under any applicable environmental laws.

(c) Seller has not received notice of any pending condemnation proceedings affecting the Property, and no condemnation proceedings have been threatened that would adversely affect the Property;

(d) There are no leases, tenancies, licenses or other claims or rights of occupancy or use for any portion of the Property;

(e) No portion of the Property is currently being used, or to the best of Seller's knowledge, has been used, for the disposal, storage, treatment processing or other handling of waste, contaminants, toxic substances or other hazardous substances as set forth in applicable federal and state law;

(f) Seller will not further sell, encumber, convey, assign, or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor take or cause to be taken any action in conflict with this Agreement unless this Agreement is terminated pursuant to its terms;

(g) To the best of Seller's knowledge, the Property and all operations conducted thereon, are now and, to the best of Seller's knowledge, always have been in compliance with all federal, state, and local statutes, ordinances, regulations, rules, standards, and requirements of common law concerning or relating to industrial hygiene and the protection of health and the environment (collectively, "Environmental Laws"). Seller has not received notice that there are conditions on, about, beneath or arising from the Land which might give right to liability, the imposition of a statutory lien or require "Response," "Removal" or "Remedial Action," as defined herein, under any of the Environmental Laws. As used in this Agreement, the terms "Response," "Removal" and "Remedial Action" shall be defined with reference to Sections 101(23) - 101(25) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act ("SARA"), 42 U.S.C. §§ 9601(23) - 9601(25).

(h) Neither the entering into of this Agreement, nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon Seller, will result in the violation of any law, order, rule or regulation of any governmental authority binding upon and applicable to Seller.

(i) Seller has no actual knowledge of any actual, pending or threatened suits, actions, arbitrations, claims or proceedings, at law or in equity, affecting the Premises. Seller has no actual knowledge of the existence of any material violation or alleged violation of any rule, regulation, ordinance, law or similar matter that applies to the Premises.

10. **Representations of Buyer.** Buyer hereby represents, warrants and covenants to Seller as follows:

(a) That the persons signing this Agreement have full power and authority to bind Buyer and this Agreement constitutes a fully authorized binding legal obligation upon the Buyer according to the terms set forth herein, and shall not violate any existing agreements to which Buyer is a party;

(b) That to the best of Buyer's knowledge, Buyer is financially capable of performing this Agreement and shall be financially capable on the Closing Date; and

(c) That all requisites of the Buyer concerning such authorization have been duly met, and that no other person needs to execute this Agreement in order for the same to be binding upon and enforceable against the Buyer.

(d) That Buyer has sufficient funds necessary to (a) seek the Approvals at its sole cost and expense and (b) fund the Purchase Price necessary to close this transaction in accordance with this Agreement.

11. **Possession.** Possession shall be given to Buyer at the time of Closing by delivery of a Special Warranty Deed and the Property shall be free and clear of all other rights of possession.

12. **Adjustments.** At Closing, Buyer and the Seller shall adjust for real estate taxes, school taxes and assessments on the Property, municipal water and sewer charges, and/or fuel, if any, such adjustments to be calculated as of 11:59 p.m. as of the day immediately preceding the closing date.

13. **Entry on Property/Inspection.** For all purposes permitted herein, at all reasonable times prior to Closing, Seller shall allow Buyer and its agents to enter upon the Property for the purposes of conducting inspections and surveys. Buyer shall provide Seller with 24 hours' notice of intent to enter on the Property. Buyer shall hold Seller harmless and shall indemnify and defend Seller against any and all claims, including costs, fees, expenses and reasonable attorneys' fees, for or in respect of injuries (including death) or damage of any kind to the person or property of Seller, Buyer, or of any other person whomsoever caused by or in connection with Buyer's entry onto the Property. As a condition precedent to Buyer's entry onto the Property, Buyer shall deliver to Seller a Certificate of Insurance evidencing general liability insurance coverage with limits not less than one million (\$1,000,000.00) dollars per person and per occurrence identifying the Property as an insured premises and naming Seller as an insured party. Buyer agrees to restore property to prior condition at the conclusion of such inspections and surveys. In the event that Buyer terminates this Agreement during the Due Diligence Period pursuant to paragraph 3, Buyer shall have no entitlement to a return of the Deposit unless the Property has been restored as required by this paragraph. The indemnification of this paragraph shall survive closing or earlier termination of this Agreement.

14. **Default.** If the Seller materially breaches this Agreement before the Closing, the sole liability of the Seller shall be (and the remedies of the Buyer shall be limited to) either, at the option of the Buyer and as the Buyer's sole remedy, (A) the return by the Seller to the Buyer of the Deposit, together with any additional sums paid pursuant to this Agreement (in which case this Agreement shall be terminated, and neither party shall have any further liability to the other), except in the event the deposit money has become non-refundable as set forth above, or (B) a suit by the Buyer against the Seller for specific performance only. If the Buyer materially breaches this Agreement before the Closing, the Seller shall be entitled to retain, as liquidated damages and not as a penalty, the Deposit, if paid, (the parties hereby agreeing that the amount of actual damages that would be incurred by the Seller would be difficult of proof, and that the amount of the Deposit herein, is a reasonable estimate thereof), and this Agreement shall be terminated and neither party shall have any further liability to the other. Additionally, upon breach by Buyer and at no cost to the Seller, Buyer shall deliver to Seller copies of all documentation, studies, inspection results, drawings, and the like pertaining to Property and assign over to the Seller Buyer's rights thereto.

15. **Condemnation.** If a condemnation proceeding is instituted against the Property or any portion thereof prior to closing, Seller is required to deliver ten (10) days prior written notice of the condemnation proceeding to the Buyer at which time either party may terminate this Agreement on written notice to the other, whereupon the Seller and Escrow Agent shall return the Deposit, to the Buyer and neither party shall have any further liability to the other. If neither party terminates this Agreement by reason of the taking, at the Buyer's sole option, this Agreement shall continue to be effective and the Seller shall assign to the Buyer at Closing all of the Seller's right to receive any award for such condemnation as a result of such damage, together with all of the Seller's rights to litigate such claim and to negotiate a settlement with the condemning authority.

16. **Fire/Casualty.** If, during the term of this Agreement and prior to Closing, either the Property or any of the improvements located thereon is damaged by fire or other casualty ("Casualty Event"), Seller shall either, in Seller's sole discretion, (a) assign to Buyer all Seller's right, title, and interest in and to any insurance proceeds with respect to such Casualty Event, or (b) pay to Buyer any proceeds actually received by Seller with respect to such Casualty Event.

17. **Brokerage.** Seller and Buyer each represent to the other that no brokers have represented either Buyer or Seller in this transaction. In the event that any real estate broker or agent asserts a claim for a commission, fee or other compensation relating to this transaction, the party against whom it is asserted by such real estate broker or agent dealt shall indemnify and hold the other party harmless against any such commission, fee or compensation, and shall defend all actions seeking same.

18. **Expenses.** Seller and Buyer shall each pay one-half (1/2) of the Pennsylvania and local transfer taxes in connection with the conveyance of the Property. Each party shall bear all other fees, charges and expenses incurred by it, without contribution from the other, including their own attorney's fees.

19. **Notices.** All communications under this Agreement shall be in writing, and shall be deemed to be sufficiently given when presented personally (including by Federal Express or other recognized courier for which receipt is given) or two (2) days after having been mailed by certified mail, return receipt requested, to a party at the following addresses, or to such other address as such party may designate to the other party in writing, or by electronic transmission, including e-mail, with confirmation of receipt, and hard carbon copy by USPS first class mail addressed to the parties as follows:

To the Seller: PACAZ REALTY, LLC
Gerald Simon, CFO
Carlyle Management Corporation
5355 Town Center Rd, Suite 430
Boca Raton, FL 33486

With Copy to: Louis J. Carbone, Esq,
Law Offices of Louis J. Carbone, P.A.
Attorneys at Law
90 SE 4th Avenue, Suite 1
Delray Beach, Florida 33483
E-mail: Louis@Carbonelegal.com

To the Buyer: Perkasio Place LLC
ATTN: Kevin Meadows and Michael Tulio
P.O. Box 538
Doylestown, PA 18901
meadows6767@yahoo.com and
mike@rockmcad.com

With a copy to: Obermayer Rebmann Maxwell & Hippel, LLP
ATTN: Nate Fox, Esq.
2003 S. Easton Road; Suite 304
Doylestown, PA 18901
nate.fox@obermayer.com

20. **No Survival.** Except as otherwise provided, none of the provisions of this Agreement shall survive the delivery of the deed.

21. **Further Assurances.** From time to time at the request of either the Seller or the Buyer (whether before, at or after Closing), the other party shall execute, acknowledge and deliver such other and further documents as the requesting party may reasonably request to better effectuate the provisions of this Agreement.

22. **Entire Agreement; Merger Clause.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, agreements and understandings, whether written or oral.

23. **"As-Is" Conveyance.** Buyer specifically acknowledges and agrees that Seller is selling and Buyer is purchasing the Property and all existing improvements on an "As-Is with all faults" basis and that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, any Seller related parties, or their agents or brokers, or any other person acting or purporting to act on behalf of Seller, as to any matters concerning the Property, except as expressly set forth above. In addition as part of the consideration for Buyer's acquisition of the Property from Seller, buyer shall, upon Closing, expressly assume all risk and liability, including the presence of toxic or hazardous substances or waste or other environmental contamination on or within or under the surface of the Property, whether known or unknown, apparent or non-apparent or latent, and whether existing prior to, at, or subsequent to, transfer of the Property, whether contractual, tortious and whether to a governmental agency, a private entity or otherwise, with respect to a past, current or future violation of the Property with any Environmental Laws. Notwithstanding anything to the contrary contained herein, Buyer shall assume no liability for any violation of Environmental Laws arising from or caused by occupants on the Retained Lands, whether occurring before or after Closing.

24. **Assignment.** Buyer shall have the right to assign this Agreement to another entity for purposes of completing Closing with the written approval of Seller, which approval shall not be unreasonably withheld, conditioned, or delayed. However, no such Assignment shall relieve Buyer of its obligations under this Agreement. In addition, in the event that such Assignment results in the imposition of additional transfer tax by the Pennsylvania Department of Revenue, Buyer shall be responsible for such additional transfer tax, it being understood that at no time shall Seller be required to pay transfer tax related to any assignment. Buyer agrees to indemnify and hold Seller harmless from

any and all responsibility for additional transfer tax resulting from such Assignment. Notwithstanding anything to the contrary contained herein, in the event Buyer assigns this Agreement to a single purpose entity controlled by Buyer, the parties expressly acknowledge and agree that Buyer is entering into this Agreement for the benefit of a to-be-formed nominee (the "Nominee") that will be formed and disclosed to Seller prior to Closing. The Buyer named herein has no intent to obtain legal or equitable title to the Premises in its own name. Upon formation of the Nominee, the Buyer shall have the right to assign this Agreement to the Nominee, and such assignment shall repudiate and terminate Buyer's duties and obligations hereunder and shall result in a novation on the part of the Nominee to the duties and obligations of Buyer hereunder. Following such assignment, all references herein to "Buyer" shall be deemed to be to the Nominee. Upon request of the Buyer and/or the Nominee, Seller shall agree to terminate this Agreement and enter into a new agreement with the Nominee on the same terms and conditions as are set forth herein, except that the time periods set forth in this Agreement shall be adjusted to take into consideration the period of time that elapsed between the date of this Agreement and the date of the new agreement with the Nominee, and the deposits made under this Agreement shall remain in escrow. Until the assignment of this Agreement to a Nominee or the termination of this Agreement, the Buyer shall have the full legal right to enforce the terms of this Agreement. Buyer shall be solely responsible for the payment of any and all transfer taxes that may be imposed in connection with any such assignment and shall defend, indemnify and hold Seller harmless from and against any and all costs, liabilities, claims and expenses in connection therewith. Buyer's indemnification obligation shall survive Closing.

25. **Miscellaneous.**

(a) No provision of this Agreement may be changed or waived orally, but only by an instrument in writing signed by the party to be charged therewith.

(b) This Agreement shall be construed and enforced in accordance with the internal laws of Pennsylvania without giving effect to the principles of conflicts of law.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute the same Agreement.

(d) As used herein, the term "including" shall be deemed to mean "including without limitation".

(e) This Agreement shall not be considered in force, binding or in effect in any manner or to any extent until and unless duly executed and delivered by Buyer and Seller. Seller at all times prior to such execution and delivery by Buyer and Seller (and at all times subsequent to any default or breach by Buyer), shall be free to negotiate for the sale of the Property to any other prospective Buyer or for any other disposition of any interest in the Property without prior notice to Buyer.

(f) No person or entity other than a party to this Agreement or a legal representative, successor in interest or permitted assign of a party hereto shall be entitled to rely on this Agreement or the performance of Buyer or Seller hereunder, and this Agreement is not made for the benefit of any person or entity not a party hereto and no such person or entity shall be entitled to assert a claim arising out of or in connection with this Agreement.

(g) This Agreement contains the entire agreement between the parties with referenced to this transaction and it is agreed that any and all prior contemporaneous oral or written agreements or representations as to the Property and/or the sale, except as specifically herein set forth, are void.

(h) This Agreement shall extend to, and be binding upon, the parties hereto, their respective heirs, executors, administrators, successors and assigns.

[THIS SPACE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, to be legally effective as of the date signature pages are delivered to each party by their respective counsel.

SELLER:

PACAZ REALTY, LLC
a Pennsylvania limited liability company

Sign: _____

Date: _____

BUYER:

PERKASIE PLACE, LLC, a Pennsylvania limited liability company

By: 

Name: Kevin Meadows

Title: Authorized Signatory

ESCROW AGENT:

LAND SERVICES USA, INC.

By: _____

Name:

Title:

EXHIBIT "A-1"

Legal Description

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of ground situate in Perkasio Borough and partly in Sellersville Borough, Bucks County, Pennsylvania, being shown on an ALTA/ACSM Land Title Survey prepared by Nave Newell, Inc., dated October 10, 2015, described as follows:

BEGINNING at a point in the Southeast line of Constitution Avenue, S.R. 0152 (56.50 feet wide, as widened to 40.00 feet along the Southeast side thereof), said point also being located the following two (2) courses from the point marking the intersection of the centerline of Constitution Avenue with the centerline of Spruce Street (33.00 feet wide): (1) as measured along the title line of Constitution Avenue in a Southwesterly direction 836 feet, more or less, to a point; (2) crossing the bed of Constitution Avenue, South 52° 39' 46" East, 40.00 feet to an iron pin found; thence, from said beginning point the following nine (9) courses and distances:

1. South 52° 39' 46" East, a distance of 966.50 feet to a concrete monument found; thence,
2. South 31° 37' 51" West, a distance of 317.85 feet to a concrete monument found; thence,
3. North 56° 55' 34" West, a distance of 235.60 feet to an iron pin found; thence,
4. South 38° 23' 55" West, a distance of 816.15 feet to a concrete monument found; thence,
5. North 51° 49' 44" West, a distance of 815.81 feet to a point of curvature being monumented by an iron pin found in the aforesaid Southeast line of Constitution Avenue; thence along said line,
6. Along a curve to the left having a radius of 5,689.87 feet and a central angle of 00 degrees 40' 16", an arc distance 66.65 feet, said arc subtended by a chord bearing North 42 degrees 30' 50" East a distance of 66.65 feet to a point of tangency being monumented by a concrete monument found; thence,
7. North 42° 10' 42" East, a distance of 571.55 feet to a point of curvature being monumented by a Mag nail set; thence,
8. Along a curve to the left having a radius of 2,904.79 feet and a central angle of 04 degrees 11' 59", an arc distance of 212.92 feet, said arc subtended by a chord bearing North 40 degrees 04' 43" East, a distance of 212.87 feet, to a point of tangency being monumented by a rebar set; thence,
9. North 37° 58' 43" East, a distance of 289.43 feet to the point and place of beginning.

CONTAINING 966,286 square feet or 22.1829 acres of land, more or less.

BEING known as 505 Constitution Avenue.

BEING Tax Parcel #33-9-1.

TOGETHER with an easement for storm drainage over lands now or formerly of John and Teresa Mains being part of Bucks County Uniform Parcel Identifier Tax Parcel No. 39-6-27, dated 8/19/1992 and recorded 4/28/1993 in Deed Book 656 page 1750, and also together with easement contained in Grant of Easement between Sellersville Borough and Berger-Epstein Associates, Inc., dated 1/11/1993 and recorded 4/28/1993 in Deed Book 656 page 1760.

BEING the same premises which Berger-Epstein Associates, a Pennsylvania corporation, Jeffrey A. Epstein and William M. Berger, Co-Partners by Deed dated 5/16/2006 and recorded 6/5/2006 in the County of Bucks in Land Record Book 4871 page 1211, conveyed unto PACAZ Realty, LLC, a Pennsylvania limited liability company, in fee.

EXHIBIT "A-2"

Property Legal Description

SURVEYOR'S LAND DESCRIPTION - LOT 2

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN PERKASIE BOROUGH AND PARTLY IN SELLERSVILLE BOROUGH, BUCKS COUNTY, PENNSYLVANIA, BEING LOT 2 AS SHOWN ON A PLAN PREPARED BY NAVE NEWELL, INC., ENTITLED "LOT LINE ADJUSTMENT, MINOR SUBDIVISION PLAN", DATED NOVEMBER 5, 2015, BEGINNING AT A POINT IN THE SOUTHEAST LINE OF CONSTITUTION AVENUE, S.R. 0152 (56.50 FEET WIDE, AS WIDENED TO 40.00 FEET ALONG THE SOUTHEAST SIDE THEREOF AS PER DEED FOUND IN DEED BOOK 4971, PAGE 1211), SAID POINT ALSO BEING LOCATED THE FOLLOWING SIX (6) COURSES FROM THE POINT MARKING THE INTERSECTION OF THE CENTERLINE OF CONSTITUTION AVENUE WITH THE CENTERLINE OF SPRUCE STREET (33.00 FEET WIDE): (1) AS MEASURED ALONG THE TITLE LINE OF CONSTITUTION AVENUE IN A SOUTHWESTERLY DIRECTION 836 FEET, MORE OR LESS, TO A POINT; (2) CROSSING THE BED OF CONSTITUTION AVENUE, SOUTH 52°39' 46"EAST, A DISTANCE OF 40.00 FEET TO AN IRON PIN FOUND, (3) SOUTH 37°58' 43"WEST, A DISTANCE OF 289.43 FEET TO A POINT OF CURVATURE BEING MONUMENTED BY AN IRON PIN SET, (4) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,904.79 FEET AND A CENTRAL ANGLE OF 04°11' 59", AN ARC DISTANCE OF 212.92 FEET, SAID ARC SUBTENDED BY A CHORD BEARING SOUTH 40°04' 43"WEST, A DISTANCE OF 212.87 FEET, TO A POINT OF TANGENCY BEING MONUMENTED BY A MAG NAIL SET, (5) SOUTH 42°10' 42"WEST, A DISTANCE OF 571.55 FEET TO A POINT OF CURVATURE BEING MONUMENTED BY A CONCRETE MONUMENT FOUND, (6) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,68987 FEET AND A CENTRAL ANGLE OF 00°40' 16", AN ARC DISTANCE OF 66.65 FEET, SAID ARC SUBTENDED BY A CHORD BEARING SOUTH 42°30' 50"WEST, A DISTANCE OF 66.65 FEET, TO A CONCRETE MONUMENT FOUND BEING THE POINT AND PLACE OF BEGINNING; THENCE, FROM SAID BEGINNING POINT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1. ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,68987 FEET AND A CENTRAL ANGLE OF 00°40' 16", AN ARC DISTANCE OF 66.65 FEET, SAID ARC SUBTENDED BY A CHORD BEARING NORTH 42°30' 50"EAST, A DISTANCE OF 66.65 FEET, TO A POINT OF TANGENCY BEING MONUMENTED BY A CONCRETE MONUMENT FOUND; THENCE,
2. NORTH 42°10' 42"EAST, A DISTANCE OF 233.46 FEET TO A POINT; THENCE,
3. SOUTH 51°49' 44"EAST, A DISTANCE OF 170.34 FEET TO A POINT; THENCE
4. SOUTH 83°58' 05"EAST, A DISTANCE OF 453.25 FEET TO A POINT; THENCE,
5. SOUTH 51°52' 39"EAST, A DISTANCE OF 242.46 FEET TO A POINT; THENCE,
6. SOUTH 38°23' 55"WEST, A DISTANCE OF 540.67 FEET TO A CONCRETE MONUMENT FOUND; THENCE,
7. NORTH 51°49' 44"WEST, A DISTANCE OF 815.81 FEET TO THE POINT OF AND PLACE OF BEGINNING.

CONTAINING 345780 SQUARE FEET OR 7.9380 ACRES OF LAND.

TOGETHER WITH AN EASEMENT FOR STORM DRAINAGE OVER LANDS NOW OR FORMERLY OF JOHN AND TERESA MAINS BEING PART OF BUCKS COUNTY UNIFORM PARCEL IDENTIFIER TAX PARCEL NO. 39-6-27, DATED 8/19/1992 AND RECORDED 4/28/1993 IN DEED BOOK 656 PAGE 1750, AND ALSO TOGETHER WITH EASEMENT CONTAINED IN GRANT OF EASEMENT BETWEEN SELLERSVILLE BOROUGH AND BERGER-EPSTEIN ASSOCIATES, INC., DATED 1/11/1993 AND RECORDED 4/28/1993 IN DEED BOOK 656 PAGE 1760.

EXHIBIT "A-3"

SURVEY

EXHIBIT "B"

Permitted Exceptions

Rights granted to Bell Telephone Company in Land Record Book 43 page 1709.

Rights granted to Bell Atlantic-Pennsylvania Inc. as in Land Record Books 746 page 1682 and 950 page 1365.

Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Constitution Avenue.

Grant of Easement as in Land Record Book 177 page 1147 and Deed Book 742 page 116.

Covenants contained in: Grant of Easement John Mains and Teresa Mains and Berger/Epstein Associates, Inc. dated 8/19/1992 and recorded 4/28/1993 in Land Record Book 656 page 1750 .

Covenants contained in Grant of Easement between Sellersville Borough and Berger-Epstein Associates, Inc., dated 1/11/1993 and recorded 4/28/1993 in Land Record Book 656 page 1760 .

Conditions disclosed by survey made by Edward S. McConnell Associates dated March 19, 1993:- (a) Building set- back lines (b) Portion of premises within Wetlands boundary lines as verified by Army Corp. of Engineers on Oct. 29, 1992, reference CENAP-OP-R-87-0170-43 (JD). Remains valid until August 14, 1997 (c) New Right-of-Way Line of Constitution Avenue.

Land Development Agreement as in Land Record Book 672 page 843 .

Estoppel Certificate as in Land Record Book 686 page 1652 .

Provisions of Acts of Assembly authorizing PennDot to extend boundaries of State Roads (SR #0152).

Memorandum of Lease to Fleming Foods East, Inc., as in Land Record Book 672 page 830.

Short Form Lease to Thrift Drugs, Inc. as in Land Record Books 672 page 836, 862 page 321 and 1033 page 2305.

Grant of Easement to Borough of Perkasio as in Land Record Book 1041 page 1037.

Deed of Easement, Right of Way Grant to the Perkasio Borough Authority as in Land Record Book 1049 page 761.

Deed of Dedication to Borough of Perkasio as in Land Record Book 1056 page 761 .

Term Agreement with Thrift Drug, Inc. as in Land Record Book 1073 page 839.

Land Development Agreement by and between Borough of Perkasio and McDonald's Corporation as in Land Record Book 1956 page 662 .

Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Plan Book 298 page 71 and Instrument# 2023009809.

Memorandum of Lease to McDonald's Corporation as in Land Record Book 2047 page 1719.

Supplement to Lease as in Land Record Book 2178 page 1615; Amended and Restated Memorandum of Lease as Instrument No. 2024024193.

Notice of Covenant not to Compete as in Land Record Book 2047 page 1730.

Deed of Easement, Right of Way Grant as in Land Record Books 2051 page 1966 and 2051 page 1976.

Temporary Construction Easement Agreement as in Instrument# 2015062639 .

Land Development Agreement as in Instrument# 2023009810.

Stormwater Controls and Best Management Practices Operations and Maintenance Agreement as in Instrument #2023033894 . Plan Exhibit thereto in Instrument# 2023033895 .



January 26, 2026

File No. 24-00991

Cassandra L. Grillo, CZO, BCO
Zoning Officer and Code Enforcement Administrator
Borough of Perkasio
620 West Chestnut Street
P.O. Box 96
Perkasie, PA 18944

RE: Tentative Sketch Plan Review #1
505 Constitution Avenue
TMP #33-009-001
Perkasie Borough, Bucks County, PA

Dear Cassandra:

In response to the Applicant's request, Gilmore & Associates, Inc. (G&A) has conducted a Tentative Sketch Plan review of the Zoning Exhibit Recycling Facility/ Contractor Building plan, as prepared by C2C Design Group, consisting of one (1) sheet (ZE-1), dated October 20, 2025, in reference to the latest Perkasio Borough Zoning Ordinance (Chapter 186) and Subdivision and Land Development Ordinance (SALDO) (Chapter 164). We offer the following comments for consideration by the Borough.

I. General Information

The subject site is located at 505 Constitution Avenue (S.R. 0152) within the same property as the Perkasio Square Shopping Center in Perkasio and Sellersville Boroughs, Bucks County, PA. A small portion of the site at the western corner is in Sellersville Borough. However, the property was assessed 100% in Perkasio. The site consists of tax map parcel 33-009-001. The Applicant and Owner of Record for the site is PACAZ Realty, LLC.

The site consists of the existing Perkasio Square Shopping Center, including two (2) multi-store buildings, McDonald's, Mavis Tire Center, and associated parking with two (2) access driveways onto Constitution Avenue (S.R. 0152) occupying approximately 14.24 acres of the total 22.183-acre site. The remaining area (7.943 acres) consists of vacant land with woodlands, individual trees, open space, and 'Waters of the United States', which consists of an unnamed tributary to the East Branch Perkiomen Creek.

The Applicant proposes a minor two (2) lot subdivision to create a 14.29-acre parcel (Lot 1) containing the existing Perkasio Square Shopping Center and a second 7.893-acre parcel (Lot 2) for a proposed 22,079 square foot recycling facility/contractor building with office, outdoor storage area and associated passenger vehicle parking, tractor trailer parking, truck turnaround areas, and areas for loading and unloading of materials. Lot 1 will continue to have access to Constitution Avenue, and Lot 2 will also have access to Constitution Avenue, as well as access to Wyckford Drive and the shopping center. The site is zoned Light Industrial (I-2) Zoning District and the existing use for Lot 1 is "Planned Commercial Development" (E15), which is a use permitted by right in the I-2 Zoning District, while the intended use for Lot 2 is "Recycling Facility" (G7) with "Contractor Office" (G1), which are uses permitted by right in the I-2 Zoning District. Lot 2 will also contain an outdoor storage area, which is a permitted "Accessory Use".

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

According to FEMA map 42017C0256J, dated March 16, 2015, the site is located in three (3) Zones: Zone "X", which is outside the 0.2% annual chance floodplain, Zone "X", which is an area of 1% annual chance flood with average depths of less than 1 foot, and Zone "AE" – Flood-Fringe Area (FF), which has determined base flood elevations. According to the U.S. Fish and Wildlife Service's National Wetlands Inventory, the site contains 'Waters of the United States', which consists of a tributary to the East Branch Perkiomen Creek fed by a freshwater pond. The site is served by public water and sanitary sewer provided by the Perkasio Regional Authority (PRA). We note that no areas in Lot 2 have been designated for proposed stormwater management.

II. Reference Plans

- A. Final Site Plan, as prepared by Korab, McConnell & Dougherty Associates, dated May 31, 1988 and last revised February 4, 1993.
- B. ALTA/NSPS Land Title Survey for Lands N/F PACAZ Realty, LLC, Perkasio Square Shopping Center, as prepared by Nave Newell, Inc. consisting of one (1) sheet, dated August 20, 2024.

III. Review Comments

A. Zoning Ordinance (Chapter 186)

We have identified the following issues in regards to the requirements and provisions of the current Perkasio Borough Zoning Ordinance:

- 1. §186-18.G.(7)(c) – The provisions set forth in §186-18G(9)(c) through (u) for resource recovery facility shall be met for a recycling facility use. The following items related to site design will need to be addressed:
 - a. §186-18.G.(9)(e) - In order to protect against indiscriminate and unauthorized dumping, every resource recovery facility shall be protected by locked barricades, fences or gates. Such barricade shall be at least six feet high. A six-foot-high fence will be required around the perimeter of the facility.
 - b. §186-18.G.(9)(i) - All parts of the process, unloading, handling and storage of municipal solid waste, shall occur within a building. We note that the proposed Recycling Facility/ Contractor Building illustrates pervious surfaces completely surrounding the building with no connections to any paved surface.
 - c. §186-18.G.(9)(k) - Any materials stored outdoors shall be properly screened so as not to be visible from any adjacent streets or property. The outdoor storage will need to be screened from the residential properties and the Perkasio Square Shopping Center.
 - d. §186-18.G.(9)(l) - No material shall be placed or deposited to a height greater than the height of the fence or wall herein prescribed. The outdoor storage will be limited to six (6) feet in height.
 - e. §186-18.G.(9)(p) - Waste from the resource recovery facility process shall be located at least 100 feet from any property line and stored in leakproof and vectorproof containers. We note that the recycling facility building is 85 feet from the southern property line. The location of waste storage will need to be clarified.
 - f. §186-18.G.(9)(q) - A dense evergreen buffer shall be provided on the outside perimeter of the fenced area. Evergreens shall be four to five feet in height and planted on ten-foot staggered centers. In addition, the buffer requirements of §186-54 of this chapter shall be met. The perimeter buffer along with a Type D buffer and fence will be required around the site.
 - g. §186-18.G.(9)(s) - The performance standards of Article VII (§186-47, 48, 49, 50 & 52) of this chapter shall be met regarding noise, smoke, emissions, heat and vibrations.

- h. §186-18.G.(9)(t) - A traffic impact study and a water impact study shall be required.
2. §186-20.I.(2) – The Maximum Lot Coverage for a Planned Commercial Development Use (E15) is 25%. The existing use of the site is a “Planned Commercial Development” with a lot coverage of 9.2%. The zoning table notes a proposed lot coverage of 66.5% for Lot 1, which appears to be incorrect. The ‘Maximum Lot Coverage’ should, by definition, represent “the proportion of the lot area, expressed as a percentage, that is covered by the maximum horizontal cross section of, all principal and accessory buildings (including balconies, decks, patios, porches, breezeways, and carports), and outside storage of materials”. The lot coverage does not include driveways, walkways, parking areas, etc.
 3. §186-20.I.(3) – The Maximum Lot Coverage for Any Other Principal Structure or Use, such as “Recycling Facility” (G7) is 30%. The ‘Required’ maximum lot coverage noted in the zoning table under Lot 2 is 25% and should be revised to 30%. Also, the zoning table notes a proposed lot coverage of 7% for Lot 2. This lot coverage does not appear to include the area of the outside storage of materials. The ‘Maximum Lot Coverage’ should, by definition, represent “the proportion of the lot area, expressed as a percentage, that is covered by the maximum horizontal cross section of, all principal and accessory buildings (including balconies, decks, patios, porches, breezeways, and carports), and outside storage of materials”.
 4. §186-45.B. – Based on the Borough’s Street Classification Map, Constitution Avenue is classified as an arterial street with a half-width right-of-way of 50 feet. The legal right-of-way appears to be 56.5 feet along the property frontage. Therefore, an ultimate right-of-way of 50 feet measured from the center line of Constitution Avenue should be shown on the plan. All zoning information, including setbacks, lot areas, lot coverage, etc., should be calculated based on the ultimate right-of-way.
 5. §186-47 – The sound level of any operation (other than the operation of motor vehicles or other transportation facilities, operations involved in construction or demolition of structures, emergency alarm signals or time signals) should not exceed the decibel levels in the designated octave bands and center frequency as required in this section. A note should be added to the future Record Plan specifying a restriction to the hours of unloading the storage bins in the outdoor storage area due to the excessive sound normally contributed with the emptying of bins and the close proximity of the outdoor storage area to the adjoining residential properties.
 6. §186-52.A.(1) – No use shall produce glare off the premises by illumination originating on the premises. Glare is defined as the sensation produced by light within the visual field that is sufficiently greater than the light to which the eyes are adapted and which causes annoyance, discomfort, or loss in visual performance or visibility, for any period of time, no matter how short in duration. The Zoning Exhibit does not include any proposed lighting. However, all proposed lights shall be designed to ensure no glare is produced and is in accordance with all lighting requirements of this section.
 7. §186-54 – The proposed industrial use is bordered by single family residential uses along the southeast and southwest property lines and shall provide a 50-foot-wide Class D buffer. Also, the proposed industrial use is bordered by a retail and consumer service use to the northeast and shall provide a 15-foot Class B buffer. Finally, the proposed industrial use fronts along an arterial road and shall provide a 10-foot-wide Class A buffer. We note that a portion of the access drive located within the required southwestern buffer area shall be relocated outside of the buffer.

8. §186-57.D – Watercourses shall be left as permanent open space and free flowing. Such areas shall not be altered, regraded, filled, piped, diverted or built upon, unless design approval is obtained from the Borough and the Pennsylvania Department of Environmental Protection as required. The plan proposes a driveway across the unnamed tributary to the East Branch Perkiomen Creek to access the Perkasio Square Shopping Center. All necessary permits from PADEP will be required for the proposed stream crossing.
9. §186-57.E & F – Based on the Final Site Plan as prepared by Korab, McConnell & Dougherty Associates, dated May 31, 1988 and last revised February 4, 1993, it appears that 3.197 acres of wetlands are present around the existing stream, which shall remain as permanent open space. Also, a separate ALTA/NSPS Land Title Survey for the subject property dated August 20, 2024 included wetland areas along the unnamed tributary to the East Branch Perkiomen Creek. The Applicant should verify the presences of wetlands and have the delineated location shown on the plan, as required in SALDO §164-69.C.(2). A buffer of 100 feet shall be maintained from the limits of any wetland. Within the buffer area, an eighty-percent (80%) existing natural cover must be undisturbed and maintained as permanent open space. The remaining 20% of the buffer area may be disturbed. While it does not appear that the proposed improvements are located within this buffer, the wetland areas and buffer shall be identified to verify that the layout preserves the required wetland buffer areas.
10. §186-57.G.(2) – No more than 50% of a woodland area not associated with another environmentally sensitive resource shall be altered, regraded, cleared or built upon. Woodlands are defined as areas, groves or stands of mature or largely mature trees covering an area greater than 1/4 acre in which the largest trees measure at least six inches ddb. The trees associated with the woodlands around the perimeter of the site shall be surveyed to determine the woodlands disturbance for the required fencing and access driveways to verify it does not disturb more than 50% of the woodlands.
11. §186-61.C. – The plan lists the parking requirements for a recycling facility of 3 spaces per 1,000 square feet of office floor area for a total of 12 required parking spaces. However, we note that the proposed building is labeled as Recycling Facility/ Contractor Building. The parking requirement for a “Contractor” use is 0.9 per 1,000 square feet of GFA, which would require an additional 17 spaces for a total of 29 spaces. The proposed layout currently provides for 28 spaces. The proposed use shall be clarified and the additional space provided if necessary. Also, the proposed handicap spaces shall be the closest spaces to the building to provide the shortest accessible route into the building as required by ADA Guidelines.
12. §186-70.F – An accessible walkway shall be provided from the proposed ADA parking spaces to the building.
13. §186-70.J – Except where entrance and exit drives cross street lines, all parking areas for any purpose other than single-family residences shall be physically separated from any public street by a concrete curb. Concrete curb shall be provided along the perimeter of the parking lot.
14. §186-70.K – In any parking area of more than three spaces in a residence district or abutting a residence or apartment district, all spaces not within a building shall be buffered with evergreen or other suitable planting which shall be at least four feet in height, designed to screen noise, odors, visibility and headlight glare and located between such parking spaces and any lot in a residence or apartment district that abuts directly or across a street. We note that the plan appears to show proposed trees along the southeast and southwest property boundaries. However, these trees are not identified. A landscape plan will be required, and additional buffer trees shall be provided as necessary for the parking area adjacent to the residential district.

15. §186-70.L – All artificial lighting used to illuminate any parking space or spaces shall be so arranged that no direct rays from such lighting shall fall upon any neighboring property. Lighting plans will be required to demonstrate lighting for the recycling facility does not impact the neighboring properties.
16. §186-71.A - Every industrial plant exceeding 6,000 square feet shall have at least one off-street loading space. The off-street loading space shall be shown on future plans and meet the requirements of §186-72 and §186-73.
17. §186-75.C.(1) – Prior to the erection of a sign and the issuance of a permit, the Borough Code Enforcement Administrator shall review all signs for conformance to the provisions of this Article, the Municipal Building Code. We note that the plan does not indicate a freestanding sign with the name of the business. If a freestanding sign is to be proposed for this development, then the location of the sign should be shown on the future land development plans along with appropriate details.

B. Subdivision and Land Development Ordinance (SALDO) Chapter 164

Although our office has not completed a comprehensive review of SALDO, the following comments are provided for reference when preparing formal land development plans:

1. §164-20.B.(3) – Provision for additional street width may be required by Borough Council where the minimum width does not meet with the specific requirements for the individual street classification. Wyckford Drive is a secondary street which requires a 34-foot-wide cartway. The existing cartway only appears to be 32 feet and should be widened to the required 34 feet along the property frontage.
2. §164-25.A.(1)(a) – No one row of off-street parking spaces shall exceed 12 spaces. The proposed parking space aisles both exceed 12 consecutive spaces. Raised planting beds should be at intervals not to exceed 12 spaces, with beds offset on alternating sides of parking rows.
3. §164-25.A.(1)(f) – The edge of any parking area or parking driveway shall not be closer than 15 feet to the outside wall of the nearest building. This area shall be used for foundation plantings and sidewalks to entryways. The northwestern and southeastern sides of the proposed building are less than 15 feet from the driveway aisle and should be revised to provide the required separation.
4. §164-25.A.(2) – A landscape plan shall be provided to demonstrate compliance with the parking lot landscaping requirements of §164-25.A.
5. §164-30.F – Lots excessively deep in relation to width or lots excessively irregular in shape are to be avoided. A proportion of 2½ in depth to one width is generally accepted as a proper maximum. Proposed Lot 2 has a width of 300 feet at the building setback line and a depth exceeding 750 feet. The proposed subdivision line should be revised to not exceed the 2½ to 1 ratio.
6. §164-32 – The plan proposes an access driveway to the Perkasio Square Shopping Center. An access easement from this connection point out to Constitution Avenue will be required.
7. §164-32.D. – Where a subdivision is traversed by a watercourse, there should be provided a drainage easement conforming substantially with the line of such watercourse and of such width as will be adequate to preserve natural drainage but not less than 20 feet or as may be required or directed by the Department of Forests and Waters. A drainage easement should be provided over the watercourse at a minimum width of 20 feet.

8. §164-38.G – Streets carrying nonresidential traffic shall not normally be extended to the boundaries of the adjacent existing or potential residential areas or connected to streets intended for predominantly residential traffic. We note that the plan does not propose an extension of any streets but does propose a driveway connection to Wyckford Drive, which is intended for predominantly residential traffic. We recommend this access be restricted to prevent trucks for the recycling center from using these residential roads.

C. General Comments

1. Since a small portion of the existing parcel is within Sellersville Borough, the Applicant should provide a copy of all submission packages to Sellersville Borough for review. A copy of the Review Letter should be provided to Perkasio Borough.
2. We note that prior Bucks County Planning Commission Review Letters have requested that an easement be shown for the existing paved path that provides access to the shopping center from the adjacent Meadow Wood residential community. The easement agreement should specify the maintenance responsibilities regarding snow removal and repairs to the paved path.
3. Truck turning templates should be provided demonstrating that refuse collection trucks, emergency vehicles and delivery trucks are able to navigate the site from each of the proposed driveways. A review and approval by the Perkasio Fire Chief and Fire Protection Consultant will be required to ensure adequate access is provided for emergency vehicles and that fire protection can be provided.
4. Constitution Avenue (S.R. 0152) is a state road owned by PennDOT. The plan proposes a driveway access to this road. An Applicant who encroaches within the legal right-of-way of a State highway or proposes a change in the use or intensity of use for an existing driveway, is required to obtain a Highway Occupancy Permit (HOP) from the Pennsylvania Department of Transportation (PennDOT). PennDOT permits will be required for both the proposed driveway and for the change in the intensity of the existing driveway for the Perkasio Square Shopping Center based on the increased traffic from the recycling center.
5. A legal description for each lot, all easements, and road ROW to be dedicated to the Borough should be provided to the Borough for review and approval prior to final plan recording.

If you have any questions regarding the above, please contact this office.

Sincerely,



Douglas C. Rossino, P.E.
Gilmore & Associates, Inc.
Borough Engineers

DCR/tw

cc: Andrea L. Coaxum, Borough Manager
Linda J. Reid, Assistant Borough Manager
Megan McShane, Executive Assistant
Jeffrey P. Garton, Esq., Borough Solicitor
David M. Shafkowitz, Esq., Shafkowitz Law Group, P.C.
Michael V. Tulio, Perkasio Place, LLC
Erik Garton, P.E., President, Gilmore & Associates, Inc.



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

January 23, 2026

File No. 24-00991.01

503-545 Constitution Avenue- Formal Sketch Plan Application / Zoning Hearing Board
Perkasie Place, LLC.

Cassandra Grillo
Zoning Officer and Code Enforcement Administrator
Borough of Perkasie
620 West Chestnut Street, P.O. Box 96
Perkasie, PA 18944

Reference: 503-545 Constitution Avenue – Planning Review
Perkasie Place LLC
Tax Map Parcel Number: 33-009-001

Dear Ms. Grillo:

As requested, Gilmore & Associates Inc. has reviewed the Sketch Plan Application for Perkasie Place– Zoning Exhibit Recycling Facility/Contractor Building prepared by C2C Design Group, dated October 3, 2025.

Background Information Summary

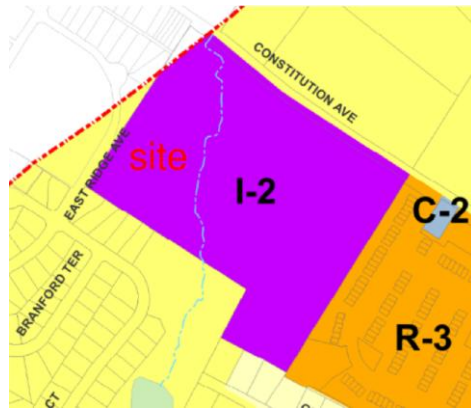
Application Title: Perkasie Place
Plan Stage: Formal Sketch Plan Application
Applicant: Perkasie Place, LLC
Plan date: October 3, 2025
Location: 503-545 Constitution Avenue
Total Site Area: 22.184 Ac

The site consisting of TMP Nos. 33009-001 is approximately 22.184 Acres. The plan proposes to subdivide the site into two lots with Lot 1 consisting of 14.25 Acres (Landis Supermarket) and Lot 2 consisting of 7.93 Acres. The plans propose a 22,079 SF Recycling Facility /Contractor Building and office on lot 2 with twenty-five (25) outdoor storage units proposed in the rear of the site along with tractor trailer truck parking. The site has frontage along Constitution Avenue. Three access drives are proposed –two from Constitution Avenue including the existing Shopping center entrance and one from Wyckford Drive.

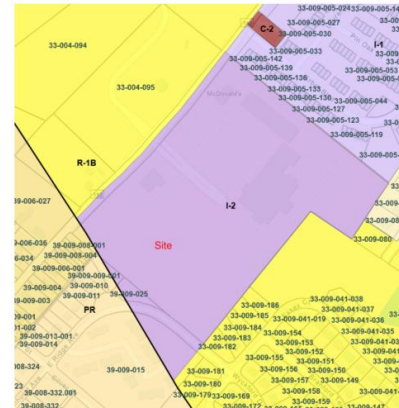
We offer the following comments for your consideration:

1. Existing and Surrounding Land Use

- a. The site is currently a Shopping Center with vacant land southwest of the stream. It is surrounded by residential use to the east and south, Institutional use (municipal park) to the north across Constitution Avenue, and residential use to the west in Sellersville Borough. The borough line traverses the northwest property corner of the site.



Zoning Map



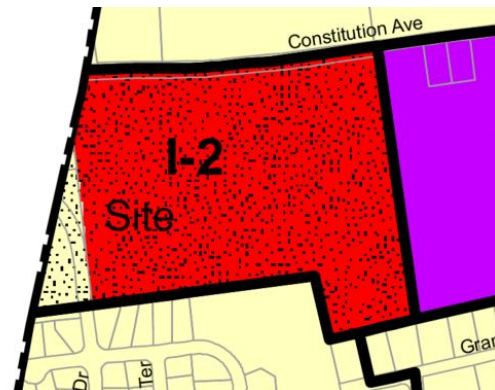
Bucks County Parcel viewer

2. Consistency with the Comprehensive Plan

- a. As per the 2014 Perkasio Borough Comprehensive Plan Future Land Use Map, the site is designated Commercial Center and noted as a Potential Change of Zoning. The Commercial Center is intended to provide areas for office, retail, personal services and related uses. The proposed use (recycling facility) is generally not consistent with the Comprehensive Plan.



Existing Land use map Comp Plan 2014



Future Land Use Map Comp Plan 2014

- b. The Economic Development section of the 2014 Perkasio Borough Comprehensive Plan includes a retail market analysis which encourages this business center to provide for a wide variety of retail and personal service business uses, serving residents of adjacent neighborhoods and beyond complementing, not competing with businesses in the Town Center. This plan had recommended that the I-2 light industrial zoning district be changed to the C-1 business professional zoning district. (p. 172) The proposed use (recycling facility) is generally not consistent with the vision of the Economic Development Plan.
- c. As per the Land Use Vision Map of the *Bucks 2040 Vision Plan* (pg. 62) the site is categorized as “Suburban Center” with unique history, character, and sense of place and serve a regional center providing goods, services, and jobs for people throughout county. Development and redevelopment in Suburban centers should continue to include compact and efficient development, a mixture of uses, a variety of transportation options, walkable

neighborhoods, distinctive communities with a strong sense of place and range of housing types. The proposed land use is generally consistent with the Bucks 2040 Vision Plan.

3. Use Regulations

- a. As per ZO Section 186-20. I. (1)(a), G(7) Recycling facility and H(1) accessory use (outdoor storage) are permitted by right in the I-2 Light Industrial District. The purpose and intent of this district is to provide for a greater variety of industrial development, including office, retail, and personal service uses.
- b. As per ZO Section 186-18. G. (7)(c) Industrial uses – Recycling facility, the provisions set forth in §186-18.G.9(c) through (u) for resource recovery facility shall also be met. Plans shall be revised to include notes demonstrating compliance with the requirements of the ordinance.
- c. As per ZO Section 186-20. I (2), the maximum lot coverage shall not exceed 25%. As part of the proposed subdivision, Lot 1 will need to comply with the table of dimensional requirements for Planned commercial development. The lot coverage on Lot 1 is shown at 66.5%, which exceeds maximum allowable of 25% and should be correct to demonstrate compliance with the ordinance.

4. General Planning Comments

- a. The plan proposes tractor trailer parking with trucks entering/exiting the site from Constitution Avenue and through Landis Shopping Center with access to Wyckford Drive, a residential development. Trucks circulation through the shopping center and neighboring residential neighborhood is a concern. A Traffic Impact Study shall be required.
- b. As per Chapter 186 Zoning Attachment 1 Table 1: Determination of Buffer Yard Class: a Class D buffer yard is required between Industrial use and adjacent residential development, within a 50-foot buffer yard. Plans propose a single row of evergreens to the south and west adjacent residential use. Plans shall be revised to include a double row of evergreen trees (5 ft. high), staggered and spaced no more than 20 feet apart to demonstrate compliance with the requirements of the ordinance.

Additionally, per ZO §186-54 C. (3) if other uses are determined to be potential conflicts or where unique site conditions warrant, the applicant shall provide a buffer class as specified by Borough Council, upon recommendation by the Borough Planning Commission. A 6-foot-high fence is recommended to be included in the buffer yards adjacent residential, in addition to the double row of evergreen trees required to eliminate open views to the proposed industrial site and to provide a continuous screen.

5. Pedestrian Connections

- a. A five-foot walking path is proposed from the existing shopping center (Lot 1) to the residential development to the south. A second pedestrian connection should be provided to the adjacent residential development to the west (Wyckford Drive) to eliminate disjointed pedestrian connections in and around the site.

In conjunction with any resubmission, the applicant must provide a response letter using the same numbering system and explaining how each comment has been satisfactorily addressed.

If you have any questions or require additional information, please do not hesitate to contact -me by phone at 610 587-8811 or by email ablank@gilmore-assoc.com.

Sincerely,



Judith Stern Goldstein, R.L.A., ASLA
Senior Project Manager
Gilmore & Associates, Inc.



Adrienne L. Blank, R.L.A, ASLA
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Gilmore & Associates, Inc.

JSG/sjy/sl

cc: Andrea L. Coaxum, Borough Manager
Jeffrey P. Garton, Esq., Borough Solicitor