



Corporate Office:

559 Main Street, Suite 230  
Bethlehem PA 18018

Regional Office:

1456 Ferry Road, Building 500  
Doylestown, PA 18901

2756 Rimrock Drive  
Stroudsburg, PA 18360  
Mailing  
P.O. Box 699  
Bartonsville, PA 18321

May 4, 2022

Milford Township Board of Supervisors  
Milford Township  
P.O. Box 366  
Milford, PA 18337

**SUBJECT: CONDITIONAL USE SUBMISSION APPLICATION  
MILFORD DISTRIBUTION FACILITY  
MILFORD TOWNSHIP, PIKE COUNTY, PENNSYLVANIA  
PROPOSAL NO. 218686**

Dear Supervisors:

We would like to thank you for providing us with the opportunity to inform the Board of our intent to submit plans for a proposed warehouse located at 247 US-6, Milford, PA 18337. Enclosed, please find the following:

1. Twelve (12) copies of plans entitled "Conditional Use Plans for Milford Distribution Facility" dated April 29, 2022;
2. Conditional Use Application form;
3. Application fee in the amount of \$900.00.
4. Agreement of Sale.

As discussed, our Client, National Land Developers, LLC, intends to submit for approval of a proposed 450,000 s.f. structure. We understand the sensitivity of the watershed, particularly as it relates to Milford Water Authority's spring, located down gradient of this site. In acknowledgement of that, we have looked at advanced pretreatment systems for both stormwater and sanitary sewage discharges. Furthermore, we will be attending a Milford Water Authority meeting to present the plans to them, to demonstrate how the project will not have a negative effect on the source water, for Milford Borough's water system.

At this time, we are requesting the Board of Supervisors schedule a public hearing for a Conditional Use. We do understand that you may have referrals to various Township and outside agencies to consider as part of Conditional Use process. We are willing to attend working or formal meetings to keep a clear line of communication open with the Township.

It is important to note that the site is currently about one-third developed with uses including a salt storage bin, heavy equipment construction yard, pre-manufactured shed sales, and a trucking transfer station. These uses are all in an area that is gravel, with no stormwater protections, that discharges to a local man-made depression and directly to the ground water, without any water quality protections. The proposed use would be an expansion of an existing industrial use.

The Conditional Use application will be supplemented with the following additional information:

1. Phase 1 Environmental Assessment;
2. Evaluation of the site's ground water prepared by a Professional Geologist;
3. Evaluation of the site's vegetation and regulated waters including wetlands;
4. Preliminary traffic assessment;
5. Review of the site's employment and associated real estate and income tax revenue to the Township, County, and School District;
6. Historical Site Aerial land use plans dating to 1935;
7. Review of the proposed sanitary sewage disposal system including advanced pretreatment systems;
8. Review of the stormwater collection and pretreatment systems.

While it is our intent to present the above information to the Board in testimony as part of the Conditional Use Hearing, we can also present this information at a regular meeting with the Board, and/or the Planning Commission if so desired. We are also willing to provide additional, reasonable information and studies, as requested by the Board. It is our intent to be as transparent as possible through the Conditional Use process and extending that spirit of cooperation into the Land Development review.

We understand there may be considerable information and misinformation being published on social media regarding this site. It is important to us to keep the residents informed about the project, and we want to assure them that we do understand the importance of minimizing overall community impact and protecting the watershed. This is of utmost importance to us.

Thank you for your consideration on this project. We look forward to meeting with the Board again, to provide more detail on the proposed project.

Sincerely,



Michael E. Gable, P.E.


Vice President

Cc: Joesph Marley, National Land Developers, LLC.  
Allen Johns  
John Schneider, Esq.  
John A. VanLuvanee, Esq.

HOLD TO LIGHT TO VIEW FINE PRINT AND WATERMARK. HEAT SENSITIVE RED LOCK COLOURS ARE MORE VISIBLE.

1099

**NATIONAL LAND DEVELOPERS LLC**  
1160 N MIDDLETOWN RD  
MEDIA, PA 19063-4308

 3-7615/360

DATE 4-26-

PAY TO THE ORDER OF MILFORD TWP

\$ 200<sup>00</sup>

900 DOLS 00 CTS

DOLLARS

 Citizens

FOR \_\_\_\_\_



⑈001099⑈ ⑆036076150⑆ 6316560307⑈

Drawn on bank. Security Features

APPLICATION FOR CONDITIONAL USE  
MILFORD TOWNSHIP – PIKE COUNTY, PA  
(570) 296-5540 P.O. BOX 366 18337

Please fill in as completely as possible and supply any additional information which may be helpful

DATE: \_\_\_\_\_

YOUR NAME: NATIONAL LAND DEVELOPERS, LLC

Property in name of: MILPROP ASSOC. II, LIMITED

Mailing Address: 396 RIVERVIEW LAND, MELBOURNE BEACH, FL 32951

Phone number: \_\_\_\_\_

Physical location of property (give adjoining property, highway frontage, lot numbers, tax map number etc.)

247 ROUTE 6 MAP NO. 096.00-01-16

Buildings (give complete description)

PROPOSED 450,000 SQUARE FOOT DISTRIBUTION FACILITY AND OFFICE SPACE.

Present land and building use

EXISTING LANDSCAPE SUPPLY BUILDING AND STORAGE AREAS.

Proposed land use (give complete and accurate description of what you want to do with property) PROPOSED 450,000 SQUARE FOOT DISTRIBUTION FACILITY AND OFFICE SPACE

Other pertinent information which could affect the Board's decision ADDITIONAL PLANS AND DOCUMENTS ATTACHED.

When complete, please notify the Township Secretary. She will inform you when you can present your request to the Milford Township Planning Commission and what dates you should advertise for this Conditional Use Hearing.

Fee for Conditional Use Hearing - \$900.00 made payable to Milford Township and presented to Secretary before hearing. (any amount over \$500.00 not used will be refunded.) \$250.00 for minor uses.

P.O. Box 366  
Milford, PA 18337  
Tel. (570) 296-5540  
FAX (570) 409-8348  
Website: [www.milfordtownshippike.com](http://www.milfordtownshippike.com)

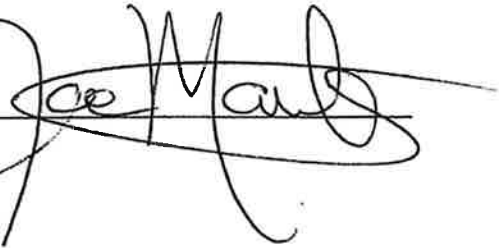
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# MILFORD TOWNSHIP

Due to the Covid-19 Public Health Emergency, the applicant will grant the Township a waiver of the required time limits for taking action on the application.

The Township will act as expeditiously as possible to process the application. The Township thanks you for your patience.

Property Owner's Signature



Date

4/26/21

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AGREEMENT OF SALE

THIS AGREEMENT OF SALE (The "Agreement") is made as of 18<sup>th</sup> day of January, 2022 (the "Effective Date") by and between Milprop Associates II, a Pennsylvania Limited Partnership located at 1306 Miller Street N.E. Apt. A Palm Bay, FL 32905-4207 (the "Seller") and National Land Developers LLC, a Pennsylvania Limited Liability Company located at 1160 North Middletown Road, Media, Pennsylvania 19063 (the "Buyer").

WHEREAS, the Seller is the owner of certain real estate known as 247 Rt 6, Milford, Pike County, Pennsylvania being Tax Map Parcel 096-00-01-16 being approximately 44.78 acres on the Southerly side of Rte I-84 as further set forth in the vesting deed recorded in Deed Book 1174 Page 066 (the "Land"), which together with all improvements and fixtures thereon as well as easements, rights and privileges, appurtenance thereto, covenants, permits, approvals related to the Land as well as all surveys, plans, specifications, reports and other information which Seller has in relation to the Land, all of which are collectively known as (the "Property");

WHEREAS, Seller wishes to sell the Property and Buyer wishes to purchase the Property from Seller.

NOW THEREFORE, the parties intending to be legally bound and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties do hereby agree as follows:

1. Sale and Purchase.

Subject to the terms and conditions hereinafter set forth Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase the Property from Seller.

2. Purchase Price.

The Purchase Price for the Property (the "Purchase Price") shall be [REDACTED] which shall be paid as follows:

- 2.1 [REDACTED] (the "Initial Deposit") by check payable to and delivered into the escrow within five (5) days after the Effective Date;
- 2.2 [REDACTED] (the "Second Deposit") by check payable to and delivered into the escrow within five (5) days after the end of the Due Diligence Period (hereinafter defined);
- 2.3 [REDACTED] (the "Third Deposit") by check payable to and delivered into the escrow within five (5) days after the end of the First Approval Period (hereinafter defined);
- 2.4 The balance of the Purchase Price at Closing (as hereinafter defined) in cash or by certified or cashier's check or wire transfer.

3. Escrow of Deposit.

- 3.1 The Deposits (the "Escrow Funds") shall be held in escrow by Land Services USA, Inc. (the "Escrow Agent") which shall also be the title

insurance agency. The parties agree that the Escrow Funds shall be applied as follows:

- 3.1.1 If Closing is held, the Escrow Funds shall be paid to the Seller and credited to the Purchase price.
- 3.1.2 If Closing is not held by reason of Buyer's default, the Escrow Funds shall be paid over to Seller within fifteen (15) days of Buyer's default and shall be retained by Seller as liquidated damages.
- 3.1.3 If Closing is not held by reason of Seller's default, the Escrow Funds shall be paid over to Buyer within fifteen (15) days of Seller's default.
- 3.1.4 If Closing is not held by reason of the failure of any condition set forth in Paragraph 8 below, (unless the failure is due to a Seller default) the Escrow Funds shall be paid over to Seller and neither party shall have any further liability or obligation hereunder and this Agreement shall terminate.
- 3.1.5 The Initial Deposit shall be fully refundable to Buyer until the end of the Due Diligence Period (hereinafter defined) and thereafter shall be payable to the Seller absent a Seller Default or failure of any condition set forth in Paragraph 8 below due to a Seller default and each deposit made at the beginning of a respective Approval Period shall become nonrefundable at the end of such Approval Period and payable to the Seller upon termination of this Agreement except for a Seller Default or failure of a condition set forth in Paragraph 8 below due to a Seller default in which event the escrow deposit shall be paid over to the Buyer.
- 3.1.6 All Escrow Deposits shall be applicable to the Purchase Price at Closing.
- 3.2 The Escrow Funds shall be held in a federally insured bank in an account which need not be interest bearing.
- 3.3 The Escrow Agent is acting as agent only and will in no case be held liable to either party for the performance of any term or covenant of this Agreement or for damages for non-performance hereof, nor shall Escrow Agent be required or obligated to determine any questions of fact or law. The Escrow Agent's only responsibility hereunder shall be for the safekeeping of the Escrow Funds and full and faithful performance of the duties imposed on the Escrow Agent by this Paragraph 3.
- 3.4 The Escrow Agent shall be obligated to disburse the proceeds of the Escrow Funds at Closing, or upon the cancellation or termination of this Agreement, only upon the written instructions of both parties.

Alternatively, if either party (the "First Party") request a release and if the other party (the "Second Party") does not after written notice from the Escrow Agent dispute by written notice to the Escrow Agent the First Party's entitlement to the Escrow Fund within fifteen (15) days of the notice from the Escrow Agent, then the Escrow Agent shall disperse the Escrow Funds to the First Party. Should Escrow Agent, in its sole discretion, request such instructions; and in the absence of such instructions or in event of any dispute Escrow Agent shall be and is hereby authorized, but not obligated, to pay the entire amount of the Escrow Funds into Court, and any expenses of Escrow Agent for so doing shall be payable out of the Escrow Funds.

4. Covenants, Representations and Warranties.

4.1 Seller covenants, represents and warrants to Buyer as follows:

- 4.1.1 The execution and delivery of this Agreement and consummation of the transaction provided for herein and the fulfillment of the terms hereof will not constitute a default under any agreement of Seller or any instrument to which Seller is a party, or by which Seller or the Property is bound or to any judgment, decree or order of any court or governmental body, or any applicable law, or regulations.
- 4.1.2 Seller is the sole legal owner of the Property in fee simple. No person or other entity has any right or option to acquire any portion of the Property or any tenancy or other interest in or the right of occupancy in or with respect to any portion of the Property other than in present or future leases, which are all terminable by Seller upon 30 days notice or in any event prior to Closing.
- 4.1.3 No notice by any governmental or other public authority has been served upon the Seller or anyone on Seller's behalf relating to violations of any applicable laws.
- 4.1.4 To Seller's knowledge there is no action, suit or proceeding pending or, threatened against or affecting all or any portion of the Property in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
- 4.1.5 Seller is not a "Foreign Person" as defined in Section 1445 (f) (3) of the Internal Revenue Code.
- 4.1.6 All Personal Property ("Personal Property") located on the Property shall be removed by Seller at Seller's sole cost prior to Closing and if not so removed at the election Buyer a reasonable removal charge shall be withheld from Closing and retained by the Buyer.



- 4.1.7 The Seller currently has in force and effect and will continue to maintain until Closing, comprehensive general liability and all risk coverage (including workman's compensation coverage) insurance covering the Property in commercially reasonable amounts with reputable insurers.
- 4.1.8 To the best of Sellers knowledge there are no hazardous substances present on over or under or migrating from the Property that are present in a manner which violates any environmental laws. There are no underground storage tanks located at the Property. All environmental reports, assessments, audits, studies, investigations and data in Seller's possession or control, all correspondence to and from third parties, including without limitation governmental authorities, concerning the Property shall be provided to Buyer within three (3) days after the Effective Date.
- 4.1.9 Seller has received no written notices and nothing has come to Seller's attention that would cause Seller to believe that any governmental body having jurisdiction over the Property intends to exercise the power of eminent domain and similar powers or respect to any or all of the Property.
- 4.1.10 Seller shall pay or make adequate provisions for the payment of any unpaid bills for work done or materials for construction in or on or about the Property for which any lien may be filed or claimed against the Property.
- 4.1.11 Seller has not leased the Property to any persons or entities except those under leases which are terminable upon 30 days notice to the lessee and will be terminated prior to Closing with all lessees having vacated the Property.
- 4.1.12 Seller has not received notice of any assessment or special assessment on the Property, any assessment or special assessment on the Property for which Seller shall receive notice before the date of Closing shall be forwarded to the Buyer and shall be paid by the Seller at Closing.
- 4.1.13 The present zoning classification for the Property is Development District.
- 4.1.14 Seller has no knowledge of any archeological, anthropological, or historical finds, objects or any endangered or threatened species in, on or about the Property. To the best of Seller's knowledge, the portion of the Property constitutes a "Critical Habitat" as such term as defined in the Endangered Species Act of 1973, as amended.
- 4.1.15 Seller has the sole power and authority to execute, deliver and perform this Agreement and all agreements and documents

referred to in this Agreement or contemplated hereby; with no consents of any third party required. This Agreement is binding and enforceable against Seller in accordance with its terms. The person who has executed this Agreement on behalf of Seller has the authority to do so.

If any time Seller is notified or becomes aware of any event or incident inconsistent with or contrary to the representations, covenants and warranties herein contained, Seller shall promptly give notice thereof to Buyer. In the event of breach of any representation, warranty or covenant of Seller contained above or elsewhere in this Agreement prior to Closing, same shall constitute a Seller Default under this Agreement; provided Seller shall first have an opportunity to cure such breach for a period of thirty days after it had a requirement to notify Buyer of such breach as provided for herein. If a matter represented by Seller under this Agreement which is true as to the date of this Agreement, subsequently is rendered inaccurate because of the occurrence of events not within Seller's control or because of a cause other than Seller's actions same shall not constitute a Seller Default under this Agreement. The representations and warranties contain herein shall not merge with the Deed and shall survive Closing

4.2 Buyer covenants, represents warrants to Seller:

4.2.1 Buyer has the capacity to enter into and perform this Agreement including the ability to obtain funds necessary to Close upon the contribution of funds or loan of funds from a member of the Buyer.

4.2.2 The execution, delivery of this Agreement and the performance of the obligations hereunder will not result in a breach of Buyer's governing documents, any agreement or instruments to which it is a party or by which it is bound, any applicable law, rule or regulation or to its knowledge any judgment, degree or order of any court or governmental body.

5. Closing.

5.1 The Closing under this Agreement (the "Closing") shall be held at a time chosen by Buyer on or before thirty (30) days after the later of (i) the expiration of the Second Approval Period or (ii) the satisfaction (or waiver by Buyer) of the conditions set forth in Paragraph 8 hereof at the offices of Petrikin, Wellman, Damico, Brown & Petrosa, 109 Chesley Drive, Media, Pennsylvania 19063, or such other place (or by mail) as Seller and Buyer may agree in writing provided that if the conditions set forth in Paragraph 8 hereof are not satisfied within sixteen months after the Effective Date, Seller or Buyer may terminate this Agreement at any time by fifteen (15) days prior written notice to the other provided that if Buyer waives any condition within such fifteen (15) day period the parties shall proceed to Closing within ten (10) days after such waiver. If all approvals have been obtained and all conditions of Paragraph 8 herein have been met Buyer's failure to close shall constitute a Buyer default.

5.2 Buyer's obligations hereunder to consummate Closing are contingent upon the occurrence of all the following conditions precedent:

5.2.1 Satisfaction of the conditions set forth in Section 8 hereof.

5.2.2 All warranties and representations of Seller being true and correct as of Closing.

5.3 At Closing, Seller will deliver to Buyer the following:

5.3.1 A Special Warranty Deed to the Property in proper form for recording conveying fee simple title to the Property to Buyer.

5.3.2 A FIRPTA Certificate in the form of Exhibit A attached hereto.

5.3.3 A Bulk Sale Clearance Certificate or escrow in lieu thereof as set forth in Section 6.1.3 hereof.

5.4 At Closing Buyer shall deliver to Seller the following:

5.4.1 A bank certified cashier's check, or a wire transfer of funds payable to the title company for disbursement in the amount of the balance of the Purchase Price as required under Paragraph 2 hereof.

6. Apportionment; Expenses.

6.1 The following items shall be adjusted and apportioned between Seller and Buyer as of midnight of the day prior to the Closing (the "Pro Ration Date") as follows:

6.1.1 Taxes. All real estate taxes, charges and assessments affecting the Property shall be prorated on a per diem basis as of the Pro Ration Date, disregarding any discount or penalty on the basis of the fiscal year of the authority leveling the same. Any "roll back taxes" as a result of the change in use of the Property due and payable (or as would be due and payable if the Property was being converted at the time at Closing and/or after Closing) shall be the Seller's responsibility.

6.1.2 Utilities. Charges for water, electricity, sewer rental, gas (if any) all other utilities shall be prorated on a per diem bases as the Pro Ration Date disregarding any discount or penalty on

the basis of the fiscal year or billing period with the authority, utility or entity charging for the same. If consumption of any foregoing is measured by meters, then in lieu of apportionment as aforesaid, Seller shall, obtain a reading of each meter not earlier than two (2) days prior to Closing and shall pay all such charges hereunder through the date of the meter readings.

6.1.3 Bulk Sales Tax. If a Bulk Sales Tax Clearance Certificate has not been obtained, all Bulk Sales Taxes assessed prior to or after Closing against the Seller shall remain the Seller's responsibility and an estimate thereof shall be held in escrow from the Seller's proceeds at Closing pursuant to Section 8.3 hereof

6.2 Expenses. Each party shall pay all its own expenses incurred in connection with this Agreement. In addition, Buyer shall pay all recording charges incident to the recording of the Deed for the Property and all title insurance premiums. Seller and Buyer shall each pay one half of all real estate transfer taxes resulting from the transfer of the Property, provided that any additional Real Estate Taxes resulting from the Buyer's assignment of this Agreement shall be at Buyer's sole cost and expense.

7. Due Diligence Period and Approval Periods.

7.1 Starting with the Effective Date for a period of Ninety (90) days thereafter (the "Due Diligence Period"), Buyer and its agents, contractors, employees and representatives at Buyer's sole cost and expense have the right to enter upon the Property for purposes of surveying and inspecting all aspects of the Property and completing environmental and other studies that Buyer deems appropriate. If Buyer determines in its sole and absolute discretion that the Property is unsuitable for any reason or for no reason whatsoever then upon written notice to the Seller at any time prior to the end of the Due Diligence Period, this Agreement shall terminate and effective immediately without further action by either party and upon such termination, neither party shall have any further obligations to the other and the deposit shall be returned to the Buyer without the need for Seller's consent. Seller agrees to make available upon Buyer's reasonable request true and correct copies of any and all records pertaining to the Property at no cost to the Seller.

7.2 Buyer shall have two Approval Periods each of six months duration to run consecutively. The first of which shall commence at the end of the Due Diligence Period and shall commence absent notice from the Buyer to the Seller that it is terminating this Agreement given within five days

after the end of the Due Diligence Period. The second Approval Period of six months shall commence at the expiration of the first Approval Period absent notice from the Buyer to the Seller that it has affirmatively elected not to proceed to the next Approval Period. Prior to five days after the end of any Approval Period, the Buyer may notify Seller that it is terminating this Agreement in its sole discretion, whereupon the Deposit placed in escrow applicable to the respective Approval Period for which a timely termination notice is given no later than five days after the end of the Approval Period, shall be returned to the Buyer. During the Approval Periods Buyer shall diligently pursue all desired approvals, permits, development agreements subdivision agreements and other relevant matters to obtain final land development approval and land development agreements for the construction of a an approximately 450,000 square foot warehouse/commercial use project on the Property. For purposes of clarification building permits shall not be deemed to be land development agreements nor shall agreements with independent contractors Seller agrees to cooperate and good faith Buyer and his pursuit of all desired approvals and execute any necessary documents to obtain such approvals and appoints the Buyer Seller's attorney in fact to execute the same and failure to execute all with such reasonable requests shall be a default of this Agreement by Seller.

8. Conditions of Buyer's Purchase of the Property.

The obligation of the Buyer under this Agreement to purchase the Property from Seller is contingent upon satisfaction of each of the following conditions:

- 8.1 Buyer's receipt of a Phase 1 Environmental Report which it agrees to order no later than twenty (20) days after execution of this Agreement by both Buyer and Seller indicating that there are no environmental issues (in Buyer's sole discretion) which adversely affect the Property. If Buyer is unsatisfied with the Phase 1 Environmental Report due to its indication of any environmental problems in its sole discretion Buyer may terminate this Agreement and receive the Escrow Funds or in the alternative may order a Phase 2 Environmental Report. If Buyer is unsatisfied with the Phase 2 Environmental Report it may also notify the Seller that it is terminating this Agreement and receive the Escrow Funds. In the alternative if Buyer is satisfied with either the Phase 1 or Phase 2 Environmental Reports or is willing to waive the condition it shall notify Seller of that fact. Buyer agrees to not unreasonably reject any offer from the Seller to remediate any matters which Buyer deems unsatisfactory which remediation must be at Seller's sole costs and expense; provided that any such remediation shall fully protect Buyer and can be performed in a timely matter.
- 8.2 Quality of Title. Title to the Property shall be good and marketable and such as will be insured by a reputable title insurance company at regular rates. Title to the Property shall be conveyed free and clear of all

mortgages, all liens, leases, easements and other encumbrances. As to any non-monetary encumbrances Buyer shall provide a list of objectionable encumbrances to the Seller within ten (10) days receiving its title report. Seller shall have seven (7) days to respond as to which of the objectionable encumbrances it shall cause to be removed at its sole cost and expense and Buyer shall thereafter have the period of seven (7) days to agree to accept title with the encumbrances that cannot be removed or to terminate the Agreement and receive a refund of the Escrow Funds. All mortgages and monetary liens must be removed by Seller at its sole cost at or prior to Closing.

- 8.3 Bulk Sales Tax Clearance Certificate. Seller will obtain a Bulk Sales Clearance Certificate if required from the Pennsylvania Department of Revenue and provide a copy thereof to Buyer at least five days prior to Closing. If same is unavailable an escrow for possible Bulk Sales Tax due by Seller shall be deducted from Seller's funds payable at Closing and held in an escrow account with an escrow agent selected by Buyer in an amount agreed to by Buyer based upon an estimate thereof from Seller's accountant in the form of escrow agreement agreed to by the Buyer.
- 8.4 All Representations, Warranties and Covenants of Buyer shall be true and correct as of the date of Closing.

9. Damage or Destruction; Condemnation.

- 9.1 If at any time prior to the date of the Closing all or any material portion of the Property is damaged or taken by eminent domain proceedings by any public authority, or notice of any such prospective condemnation or taking is given by any public authority, then at the option of Buyer, this Agreement shall terminate and shall be cancelled with no further liability with either party to the other, and the Escrow Funds shall be returned to Buyer. Seller shall give Buyer prompt notice of any actual threatened taking.
- 9.2 If at any time prior to Closing there is any partial or total damage as a result of fire or other casualty or destruction, at the option of the Buyer, this Agreement shall terminate and shall be cancelled with no further liability with either party to the other and the Escrow Funds shall be returned to Buyer. Seller shall give Buyer prompt notice of any damage as the result of fire or other casualty or destruction.
- 9.3 If there is any partial or total damage result of fire or other casualty or destruction to the Property on or before the date of Closing or condemnation or taking as set forth above and Buyer has not elected to terminate this Agreement as therein provided, then (i) all insurance proceeds and all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing and Seller shall further execute all assignments and other documents or other instruments as the Buyer may reasonably request or as may be

necessary to transfer all interest in all such proceeds to Buyer or to whomever Buyer shall direct and (ii) Buyer shall take title to a possession of the Property at Closing in the condition at that time.

9.4 All existing casualty insurance policies in respect to the Property shall be maintained and kept in full force and effect by Seller pending Closing.

10. Notices. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given when delivered, if hand delivered, or one day after they were sent if sent by an express mail service or by courier providing a proof of delivery at the below addresses (or such other address as the party may hereby designate for itself by notice to the other party as required hereby).

10.1 If the Seller, Milprop Associates II at 1306 Miller Street N.E. Apt A, Palm Bay, FL 32905-4207 if to Buyer, National Land Development, LLC, 1160 North Middletown Road, Media, Pennsylvania 19063 with a required copy to Steven A. Cohen, Esquire, Petrikin, Wellman, Damico, Brown & Petrosa, 109 Chesley Drive, Media, Pennsylvania, 19063.

11. Inspection Period Condition of the Property Buyer's Indemnities.

11.1 At all reasonable times prior to Closing Buyer and its agents and representatives shall be entitled to enter into the Property in order to allow for the performance of the Phase 1 Environmental Report and if needed in Phase 2 Environmental Report as well as surveying and other needed investigations to obtain information necessary to obtain approvals. Buyer shall cause to be repaired any damage to the Property including personal injuries and/or property damage caused by the activities of Buyers, and its representatives on the Property and shall indemnify and hold Seller harmless from any and all actions taken by Buyer, its employees, agents, servants, consultants and contractors on the Property, including personal injuries and/or property damage to others. The provisions of this section shall survive Closing. Buyer does hereby acknowledge, however to Seller that it is taking the Property except for the conditions in Paragraph 8 hereof in an "as is" condition.

12. Undertaking Buyer and Seller Pending Closing.

12.1 In addition to the obligations required to be performed hereunder by the Buyer and Seller at Closing, Buyer and Seller agree to perform such other acts and execute, acknowledge and deliver such other instruments, documents and other materials as Buyer or Seller may reasonably request of each other that will be necessary in order to effect consummation of the transaction contemplating by this Agreement.

12.2 Between the Effective Date of and the date of Closing

12.2.1 Seller shall not execute any lease to the Property, except those which Seller is

authorized to terminate prior to Closing and Seller shall terminate all leases to the Property prior to Closing.

12.2.2 Until Closing, Seller shall keep and maintain Property in the same condition as it is of the date hereof, except for reasonable wear and tear, casualty loss and damage.

12.2.3 Between the Effective Date and Closing, Seller shall not permit any materials to be furnished or services to be performed upon the Property for which a lien can be filed against the Property other than in the ordinary course of business consistent with past practices.

12.2.4 Between the Effective Date and Closing Seller shall not enter into any new contracts with respect to the Property in which cannot be cancelled without charge, cost or penalty at Closing.

12.2.5 Seller shall promptly deliver to Buyer copies of any written notice received after the date hereof by Seller respect to any Leases.

13. Brokers. Both Buyer and Seller represent and warrant to the other that they have not engaged any real estate broker to represent them in connection with the sale of the Property with the exception of Chant Realtors whose commission shall be paid by the Seller and further agree to indemnify the other from and against any claim of any broker claiming a commission through them. Seller shall indemnify Buyer from and against any all costs and expenses relating to claims for leasing commission for leases executed for the Property prior to the Closing. The representations and warranties contained in this section and the indemnity contained in this section shall survive Closing.

14. Defaults.

14.1 Should Buyer violate or fail to fulfill or perform any of terms, conditions or the undertaking set forth in this Agreement applicable to it prior to Closing Seller shall so notify Buyer (and Buyer shall have a 15 day cure period after receipt of such notice to cure any alleged default) and as a result thereof Closing hereunder shall not occur, the Seller as its sole remedy shall receive the Escrow Funds as liquidated damages and this Agreement shall terminate except for the indemnity obligations of the Buyer to the Seller under Paragraph 11.1 hereof.

14.2 Should Seller violate or fail to fulfill or perform any of terms, conditions or the undertaking set forth in this Agreement applicable to it prior to



Closing and as a result thereof Closing hereunder shall not occur, then in such case Buyer shall have the option of (i) specifically in enforcing this Agreement or (ii) terminating this Agreement and in the event of termination, the Escrow Funds shall be returned to Buyer and Buyer may bring an action against Seller for its damages. In any event the obligations under Paragraph 11.1 hereof shall survive any termination.

15. Miscellaneous.

- 15.1 Tender. Tender of an executed Deed and Purchase Money is hereby waived; but nothing here shall be deemed a waiver of the obligation of Seller to execute, acknowledge and deliver the Deed to the Property or the concurrent obligation of Buyer to pay the Purchase price.
- 15.2 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall bind inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 15.3 Headings. Headings proceeding the text of the paragraphs and subparagraphs hereof are solely for the convenience in reference of the parties that not constitute a part of this Agreement nor shall it effect its meaning, destruction or effect.
- 15.4 Separate Counterparts. This Agreement may be executed on separate signature pages by one or more signators, all of which shall be deemed to constitute one signed Agreement.
- 15.5 Successors and Assigns. This Agreement shall extend to and bind the heirs and executors, administrators and assigns of respective parties hereto. At or prior to Closing upon providing written notice to Seller given at least five days prior to the Closing Date Buyer may assign this Agreement to any person or entity and upon such assignment the Assignee shall be obligated to perform all of the obligations of the Buyer hereunder and shall be entitled to all of rights and privileges of the Buyer hereunder, including enforcement of all rights and remedies against the Seller. Upon such assignment all rights of the Buyer to the Escrow Deposit shall be assigned to and become the rights of the Assignee. Seller acknowledges that any consideration paid to the Buyer is a result of the assignment shall become the sole property of the Buyer and not the Seller, whether the same is an assignment fee or an increase in the purchase price. Notwithstanding the above, Buyer shall not be released from its obligations under this Agreement which are not performed by the Assignee.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date as of the date first above written.

**SELLER:**

*M. M*

MILPROP

ASSOCIATES,

II

By: Mayada.Mounayer

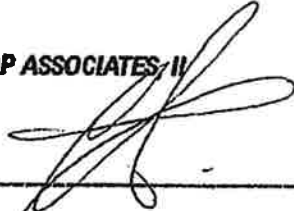
BUYER: NATIONAL LAND DEVELOPERS LLC

By: *David S. Wiggins*  
DAVID S. WIGGINS

By: *Joseph Marley*  
JOSEPH MARLEY

**MILPROP ASSOCIATES II**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'J. Wiggins', written over a horizontal line.

1/17/22

**BUYER: NATIONAL LAND DEVELOPERS LLC**

By: \_\_\_\_\_

**DAVID S. WIGGINS**

By: \_\_\_\_\_

**JOSEPH MARLEY**

**JOINDER BY THE ESCROW AGENT**

Land Services USA, Inc., the Escrow Agent named in the foregoing Agreement of Sale hereby joins in such Agreement to evidence its Agreement to hold all of the Escrow Funds, and otherwise to perform the obligations of the Escrow Agent, all as provided in Paragraph 3 hereof.

Dated: 1/18/22

By:  \_\_\_\_\_

EXHIBIT A  
FIRPTA AFFIDAVIT

**FORM OF FIRPTA AFFIDAVIT**

COMMONWEALTH OF PA :  
: SS  
COUNTY OF DELAWARE :

Section 1445 of the Internal Revenue Code of 1986 as amended (Code), provides that a transferee of a United States real property interests must withhold tax if the transferor is a foreign person. To inform Advanced Real Estate, LLC (Transferee), whose mailing address is 1160 North Middletown Road, Media, Pennsylvania 19063 that withholding of tax is not required upon the depositor of a United States real property interest by Milprop Associates II, ("Transferor") the undersigned hereby certify as follows:

1. Transferor is not a foreign person, foreign corporation, foreign partnership or foreign trust or an estate (as those terms are defined in the Code and its regulation promulgated thereunder);
2. Transferor's Federal Identification number is \_\_\_\_\_
3. Transferor's address is \_\_\_\_\_

Transferor understand that this certification may be disclosed to the Internal Revenue Service by the Transferee, and any false statement contained herein could be punished by, fine, imprisonment or both.

Under penalties of perjury, the undersigned declared that he has examined this Certification and to the best of his knowledge and belief that it is true and correct and complete and does further declare he has the authority to sign this document executed effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MILPROP ASSOCIATES II

By: \_\_\_\_\_

1/17/22

Sworn and Described

Before me on this \_\_\_\_\_

Day of \_\_\_\_\_, 2022

\_\_\_\_\_

Notary Public

My Commission Expires: