

August 3, 2022

The Planning Agency will meet once this month. The meeting will be Wednesday, August 3, 2022 beginning at 7:00 p.m.

1. 105 Lee Drive – Zoning

APPLICATION/APPEAL TO THE ZONING HEARING BOARD

PLYMOUTH TOWNSHIP
700 BELVOIR ROAD
PLYMOUTH MEETING, PA 19462



DATE: June 28, 2022

- (1) Applicant/Appellant's Name and Address: Max Power Sports LLC, 250 King Manor Drive
King of Prussia, PA 19406; Attn: Chang Han PHONE NO.: (484) 965-9728
- (2) Owner's Name and Address: Plymouth Park DFC, LLC, 1000 Germantown Pike,
Plymouth Meeting, PA 19462; Attn: Bob Sichelstiel PHONE NO.: (610) 272-6500
- (3) Lessee's Name and Address: _____
(If Applicable)
- (4) Location of Premises: 105 Lee Drive
- (5) Dimensions of Lot: approximately 4.23 acxres
- (6) Present Zoning Classification of Premises: Limited Industrial
- (7) The improvements thereon are: Property is vacant land
- _____
- and the present use of the land and/or building is none
- _____
- (8) If this is an application for a SPECIAL EXCEPTION check here and state the specific sections of the PLYMOUTH TOWNSHIP ZONING ORDINANCE upon which the applicant relies:
Section 1402.A (indoor fitness center)
- (9) If this is an appeal from a decision of the BUILDING INSPECTOR/ZONING OFFICER seeking a VARIANCE from the terms of the PLYMOUTH TOWNSHIP ZONING ORDINANCE check here and state the specific sections of the ORDINANCE as to which the VARIANCE is being sought:

- (10) The (SPECIAL EXCEPTION) (VARIANCE) requested is as follows: an indoor sports training facility with accessory retail use for the modest sale of athletic clothing and equipment.

- (11) Describe what is proposed of real estate in question: an indoor sports training facility with accessory retail use for the modest sale of athletic clothing and equipment.

- (12) There must be attached hereto a plot plan, accurately drawn to scale, of the real estate in question, indicating the location and dimensions of the tract and improvements erected thereon as well as those proposed to be erected. ALL PLANS MUST BE FOLDED OR THE APPLICATION WILL NOT BE ACCEPTED.

(OVER)

(13) There must be paid herewith for a single-family dwelling and/or any structure appurtenant or accessory thereto a nonrefundable-filing fee of TWO HUNDRED DOLLARS (\$200.00) and for all other structures a nonrefundable filing fee of ONE THOUSAND DOLLARS (\$1,000.00). PLEASE MAKE CHECK PAYABLE TO "PLYMOUTH TOWNSHIP".

STATE OF PENNSYLVANIA:
SS
COUNTY OF MONTGOMERY:

Neil Andrew Stein, Esquire, being duly sworn/affirmed according to law, deposes and says that he is the * applicant above named and that the facts set forth in the foregoing application/appeal and all documents or exhibits submitted therewith, are true and correct to the best of his knowledge, information and belief.

*duly authorized attorney for

Neil Andrew Stein, Esquire

APPLICANT/APPELLANT

SWORN :
AFFIRMED AND SUBSCRIBED TO :
BEFORE ME THIS 21st DAY OF June :

Commonwealth of Pennsylvania - Notary Seal
DANIELLE M GOSCINIAK - Notary Public
Montgomery County
My Commission Expires Feb 26, 2024
Commission Number 1215840

(OWNER'S SIGNATURE - IF APPLICABLE)

SPECIAL INSTRUCTIONS

FOR RESIDENTIAL APPLICATIONS - ORIGINAL AND FIFTEEN (15) COPIES OF THE APPLICATION AND ALL SUPPORTING PAPERS, OR FOR COMMERCIAL, INDUSTRIAL, MULTI-FAMILY APPLICATIONS - ORIGINAL AND TWENTY-FOUR (24) COPIES OF THE APPLICATION AND ALL SUPPORTING PAPERS SHALL BE FILED WITH THE ZONING OFFICER, ZONING OFFICE, PLYMOUTH TOWNSHIP, 700 BELVOIR ROAD, PLYMOUTH MEETING, PA 19462. ONLY THE ORIGINAL APPLICATION/APEAL NEED BE VERIFIED BY AFFIDAVIT.

IMPORTANT NOTICE

YOUR APPLICATION WILL BE SCHEDULED FOR A HEARING AT THE NEXT REGULARLY SCHEDULED MEETING OF THE PLYMOUTH TOWNSHIP ZONING HEARING BOARD. YOU MUST BE PREPARED TO PRESENT YOUR ENTIRE CASE AT THIS MEETING. ANY APPLICATION FOR CONTINUANCE OF THE HEARING MUST BE IN WRITING, AND YOU MUST GIVE THE REASONS FOR THE REQUEST. THE APPLICATION FOR CONTINUANCE MUST BE RECEIVED BY THE ZONING OFFICER NO LATER THAN 3:00 P.M. ON THE THURSDAY BEFORE THE ZONING HEARING. NO APPLICATIONS FOR CONTINUANCE WILL BE ACCEPTED AFTER THAT DEADLINE UNLESS THE APPLICANT APPEARS BEFORE THE ZONING HEARING BOARD TO APPLY FOR A CONTINUANCE. MORE THAN ONE REQUEST FOR A CONTINUANCE ON ANY APPLICATION MUST BE MADE IN PERSON, AND SUCH REQUESTS WILL NOT NORMALLY BE GRANTED UNLESS THERE ARE SPECIAL CIRCUMSTANCES.

DO NOT WRITE BELOW THIS LINE

CERTIFICATION OF ADVERTISEMENT

The above application/appeal was advertised in _____
On the following dates: _____ (Newspaper)

DATE POSTED ON PREMISES _____

ZONING OFFICER

**EXHIBIT "A" TO APPLICATION
ADDENDUM TO APPLICATION OF MAX POWER SPORTS LLC
PLYMOUTH TOWNSHIP ZONING HEARING BOARD**

I. APPLICATION

The Applicant, Max Power Sports LLC (the "**Applicant**") hereby applies to the Plymouth Township Zoning Hearing Board (the "**Board**"), *to the extent necessary*, for the following interpretations and/or relief (the "**Relief**") from the Plymouth Township Zoning Ordinance, as amended (the "**Code**" or "**Zoning Code**") to permit the use of the Property (herein defined) as an indoor sports training facility and related improvements (the "**Proposed Use**").

II. REQUESTED RELIEF

The Proposed Use requires the following relief ("**Proposed Relief**"):

- (1) **Article XIV, Section 1402.A** A special exception to permit an indoor sports training facility.
- (2) Such other relief as the Board may deem necessary or appropriate.

III. FACTS AND BACKGROUND

1. **Name and Address of Applicant.** The Applicant is Max Power Sports, LLC, c/o Chang Han, 250 King Manor Drive, King of Prussia, PA 19406; telephone (610) 316-3235; e-mail: chang@maxpowersportscenter.com.

The Applicants' attorney is Neil Andrew Stein, Esquire, 910 Harvest Drive, Blue Bell, Pennsylvania 19422; telephone: (610) 941-2469; e-mail: nstein@kaplaw.com.

2. **Subject Property.** The subject property ("**Property**") is located at 105 Lee Drive, Parcel #49-00-04508-00-6 (Block #36, Unit #001). The Subject Property consists of approximately 4.23 acres.

3. **Zoning Classification.** The Property is located in the Township's LI-Limited Industrial zoning district (the "**LI District**").

4. **Surrounding Area.** The Property is in the Plymouth Park development, which is Located at the key regional interchange of I-476 (Blue Route & NE Extension) & I-276. Many commercial, office and industrial uses are located in the immediate vicinity.

5. **Existing Improvements.** The Property is presently vacant.

6. **Proposed Use.** The Proposed Use consists of an indoor sports training facility of approximately 100,000 square feet. The Proposed Use is compatible with the surrounding uses.

8. **Proposed Access.** The Proposed Use will have access from Lee Drive.

9. **Signage.** The Applicant will apply for signage at a later date.

IV. LEGAL AUTHORITIES

The Applicant is requesting the Proposed Relief for the following reasons:

(1) The Property is very suitable for the Proposed Use and is consistent with the intent of the LI District;

(2) The Proposed Use will be beneficial to the community;

(3) The Proposed Use will not adversely affect traffic or roadways;

(4) There is adequate public water and public sewage disposal;

(5) Off-street parking will be provided in accordance with Code;

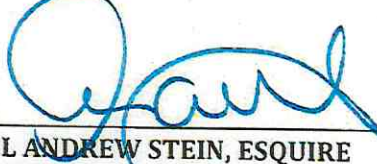
(6) The authorization of the Proposed Relief is necessary to enable the reasonable use of the Property;

(7) The Proposed Relief will not alter the essential character of the LI District or the surrounding uses; and

(8) The Proposed Relief represents the minimum relief necessary and represents the least modification possible of the regulations of the Code.

WHEREFORE, the Applicant respectfully requests that the Board grant the relief requested herein.

Respectfully submitted,



By: _____
NEIL ANDREW STEIN, ESQUIRE
Attorney for the Applicant
Union Meeting Corporate Center
910 Harvest Drive, 2nd Floor
Blue Bell, Pennsylvania 19422
(610) 941-2469
nstein@kaplaw.com

EXHIBITS

1. Deed
2. Survey Plan
3. Aerial Photograph with Building
4. Interior Floor Plan

EXHIBIT "1"
DEED



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5828 PG 00854 to 00860
 INSTRUMENT # : 2012018566
 RECORDED DATE: 02/24/2012 04:03:12 PM



2882191-0016T

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 7

Document Type: Deed	Transaction #: 2616038 - 4 Doc(s)
Document Date: 02/21/2012	Document Page Count: 6
Reference Info:	Operator Id: dcane
RETURN TO: (Simplifile) Robert Chalpin Assoc. Inc 515 Swede Street Norristown, PA 19401 (610) 279-8290	PAID BY: ROBERT CHALPHIN ASSOC INC

* PROPERTY DATA:		
Parcel ID #:	49-00-04509-01-4	49-00-04509-05-9
Address:	300 LEE DR	100 LEE DR
		49-00-04509-06-8
		101 LEE DR
Municipality:	PA Plymouth Township (100%)	PA Plymouth Township (0%)
School District:	Colonial	PA Plymouth Township (0%) Colonial

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$2,400,000.00
TAXABLE AMOUNT:	\$2,400,000.00
FEES / TAXES:	
Recording Fee:Deed	\$65.00
Additional Pages Fee	\$4.00
Additional Parcels Fee	\$38.00
Affordable Housing Pages	\$4.00
Affordable Housing Parcels	\$2.00
State RTT	\$24,000.00
Plymouth Township RTT	\$12,000.00
Colonial School District RTT	\$12,000.00
Total:	\$48,113.00

DEED BK 5828 PG 00854 to 00860
 Recorded Date: 02/24/2012 04:03:12 PM

I hereby CERTIFY that
 this document is
 recorded in the
 Recorder of Deeds
 Office in Montgomery
 County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.



10

Prepared By: Robert Chalphin Associates (#147040-NFA)

Return To: Robert Chalphin Associates
515 Swede Street
Norristown, PA 19401
(610) 279-8290

Property: lots 2, 6, 7, 8 and 9 Lee Drive
Township of Plymouth
Montgomery County, Pennsylvania

Parcel:
Lot Number 2 Parcel 49 00 04509 01 4
Lot Number 6 Parcel 49 00 04509 05 9
Lot Number 7 Parcel 49 00 04509 06 8
Lot Number 8 Parcel 49 00 04509 07 7
Lot Number 9 Parcel 49 00 04508 00 6

Deed

Plymouth Meeting Park, L.P., a Pennsylvania limited partnership

To

Plymouth Park DFC, LLC, a Pennsylvania limited liability company



THIS DEED, MADE THIS *21st* day of February, 2012.

BETWEEN, **Plymouth Meeting Park, L.P., a Pennsylvania limited partnership**
(hereinafter called the "Grantor"), of the one part,

and
Plymouth Park DFC, LLC, a Pennsylvania limited liability company
(hereinafter called the "Grantee"), of the other part.

WITNESSETH, That the said Grantor for and in consideration of the sum of

---- **Two Million Four Hundred Thousand Dollars and No Cents** ---- (\$2,400,000.00)---

lawful money of the United States of America, unto it, the said Grantor, well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns, in fee:

See Exhibit "A" attached hereto and made a part hereof.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-04509-01-4 PLYMOUTH TOWNSHIP
300 LEE DR
PLYMOUTH MEETING PARK LP \$10.00
B 036 L 2 U 020 2308 02/24/2012 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-04509-07-7 PLYMOUTH TOWNSHIP
103 LEE DR
PLYMOUTH MEETING PARK LP \$10.00
B 036 L 8 U 026 2308 02/24/2012 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-04509-05-9 PLYMOUTH TOWNSHIP
100 LEE DR
PLYMOUTH MEETING PARK LP \$10.00
B 036 L 6 U 024 2309 02/24/2012 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-04508-00-6 PLYMOUTH TOWNSHIP
105 LEE DR
PLYMOUTH MEETING PARK LP \$10.00
B 036 L 9 U 001 2308 02/24/2012 JG

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
49-00-04509-06-8 PLYMOUTH TOWNSHIP
101 LEE DR
PLYMOUTH MEETING PARK LP \$10.00
B 036 L 7 U 025 2308 02/24/2012 JG



Exhibit "A"

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in the Township of Plymouth, County of Montgomery and Commonwealth of Pennsylvania, bounded and described according to a Subdivision Plan of Plymouth Meeting by Pennoni Associates, Inc., dated 5-2000 last revised 11-26-2002 and recorded in the Recorder of Deeds Office of Montgomery County in Plan Book A 61 page 90-91, as follows, to wit:

BEGINNING at the point of a corner of Existing Lot A and lands of Pennsylvania Turnpike Commission, as shown on the above mentioned Plan; thence extending from said point of beginning, along said lands of Turnpike Commission, the following nine courses and distances: 1) North 72 degrees 56 minutes 52 seconds East the distance of 892.43 feet to a point; 2) North 87 degrees 55 minutes 44 seconds East the distance of 560.19 feet; 3) South 67 degrees 56 minutes 27 seconds East the distance of 554.49 feet to a point; 4) South 79 degrees 18 minutes 21 seconds East the distance of 158.77 feet to a point; 5) North 81 degrees 34 minutes 18 seconds East the distance of 379.08 feet to a point; 6) South 48 degrees 32 minutes 44 seconds West the distance of 204.88 feet to a point; 7) South 39 degrees 21 minutes 28 seconds West the distance of 217.15 feet to a point; and 8) South 16 degrees 56 minutes 14 seconds East the distance of 127.28 feet to a point; and 9) South 27 degrees 37 minutes 04 seconds West the distance of 30 feet to a point, a corner of land now or formerly of PennDot as shown on the above mentioned Plan; thence extending along said lands the five following courses and distances, viz: 1) South 27 degrees 37 minutes 04 seconds West the distance of 465.34 feet to a point, a corner; 2) South 89 degrees 17 minutes 05 seconds West the distance of 22.72 feet to a point; 3) South 84 degrees 37 minutes 44 seconds West the distance of 541.75 feet to a point, a corner; 4) North 05 degrees 36 minutes 16 seconds West the distance of 16.00 feet to a point, a corner; and 5) South 84 degrees 37 minutes 44 seconds West the distance of 877.84 feet to a point, a corner to a point in the centerline of Gravers Road, as shown on the above mentioned Plan; thence extending along Gravers Road the two following courses and distances, viz: 1) North 31 degrees 18 minutes 46 seconds West the distance of 746.72 feet; 2) North 31 degrees 25 minutes 46 seconds West 285.04 feet to the first mentioned point and place of beginning.

BEING the same premises which Smithland & Improvement Corporation, a Delaware Corporation, by Deed dated 11-26-2002 and recorded 12-16-2002 at Norristown, Pennsylvania in Deed Book 5438 page 1104, granted and conveyed unto Plymouth Meeting Park, L.P., a Pennsylvania Limited Partnership, in fee.

EXCEPTING THEREOUT AND THEREFROM premises as being conveyed by Plymouth Meeting Park, L.P., a Pennsylvania Limited Partnership to EVB Gravers Road, LLC, a Pennsylvania Limited Liability Company, being Lot Number 1 as shown and set forth on Plan Book 32 page 496, by Deed dated 9-15-2010 and recorded 9-28-2010 at Norristown, Pennsylvania in Deed Book 5780 page 1634.

ALSO EXCEPTING "THEREOUT AND THEREFROM premises as being conveyed by Plymouth Meeting Park, L.P., a Pennsylvania Limited Partnership to SMG Plymouth Meeting, LLC, a Pennsylvania Limited Liability Company, being Lot Number 3 as shown and set forth on Plan Book 32 page 451, by Deed dated 4-6-2010 and recorded 4-9-2010 at Norristown, Pennsylvania in Deed Book 5763 page 1817.

-continued-



Exhibit "A" - continued

ALSO EXEPTING THEREOUT AND THEREFROM premises as being conveyed by Plymouth Meeting Park, L.P., a Pennsylvania Limited Partnership to Exeter Peter Lane, I, L.P., a Pennsylvania Limited Partnership, being Lot Numbers 4 and 5 as shown and set forth on Plan Book 32 page 451, by Deed dated 12-22-2008 and delivered date 12-30-2008 and recorded 12-31-2008 at Norristown, Pennsylvania in Deed Book 5718 page 1407:

BEING known and identified as the remaining Lots as set forth on Plan Book A-61 pages 90 – 91, Plan Book 32 page 451 and Plan Book 32 page 496, as follows:

Lot No. 2	300 Lee Drive	Parcel 49 00 04509 01 4
Lot No 6	100 Lee Drive:	Parcel 49 00 04509 05 9
Lot No. 7	101 Lee Drive:	Parcel 49 00 04509 06 8
Lot No. 8	103 Lee Drive:	Parcel 49 00 04509 07 7
Lot No. 9	105 Lee Drive:	Parcel 49 00 04508 00 6




TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it the said Grantor, as well at law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, does covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents that it, the said Grantor, its successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, its successors and assigns, and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will, **WARRANT and forever DEFEND.**

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal. Dated the day and year first above written.

Plymouth Meeting Park, L.P.,
a Pennsylvania limited partnership
by its General Partner
Plymouth Meeting Park L.L.C.,
a Pennsylvania limited liability company


William Peter R. Cross
Managing Member



Commonwealth of Pennsylvania

County of Montgomery

On this 21 day of February, 2012, before me, the undersigned officer, personally appeared **William Peter R. Cross**, managing member of **Plymouth Meeting Park L.L.C.**, a Pennsylvania limited liability company, General Partner of **Plymouth Meeting Park, L.P.**, a Pennsylvania limited partnership, and, being duly authorized, subscribed to the within instrument as such officer, and acknowledged that he executed the same for the purposes therein contained.

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

NOTARIAL SEAL.
MICHAEL J BOLAND
Notary Public
WHITPAIN TWP, MONTGOMERY CNTY
My Commission Expires Oct 4, 2014


Notary Public

DEED

Plymouth Meeting Park, L.P., a Pennsylvania limited partnership

TO

Plymouth Park DFC, LLC, a Pennsylvania limited liability company and

Recorded in Deed Book _____ page _____

GIVEN under my hand and the seal of the said office, the date above written.

Recorder of Deeds

Robert Chalphin Associates
515 Swede Street
Norristown, PA 19401

(610) 279-8290
147040-NFA

The address of the above-named Grantee is:

1000 Germantown Pike Suite A2
Plymouth Meeting, PA 19462

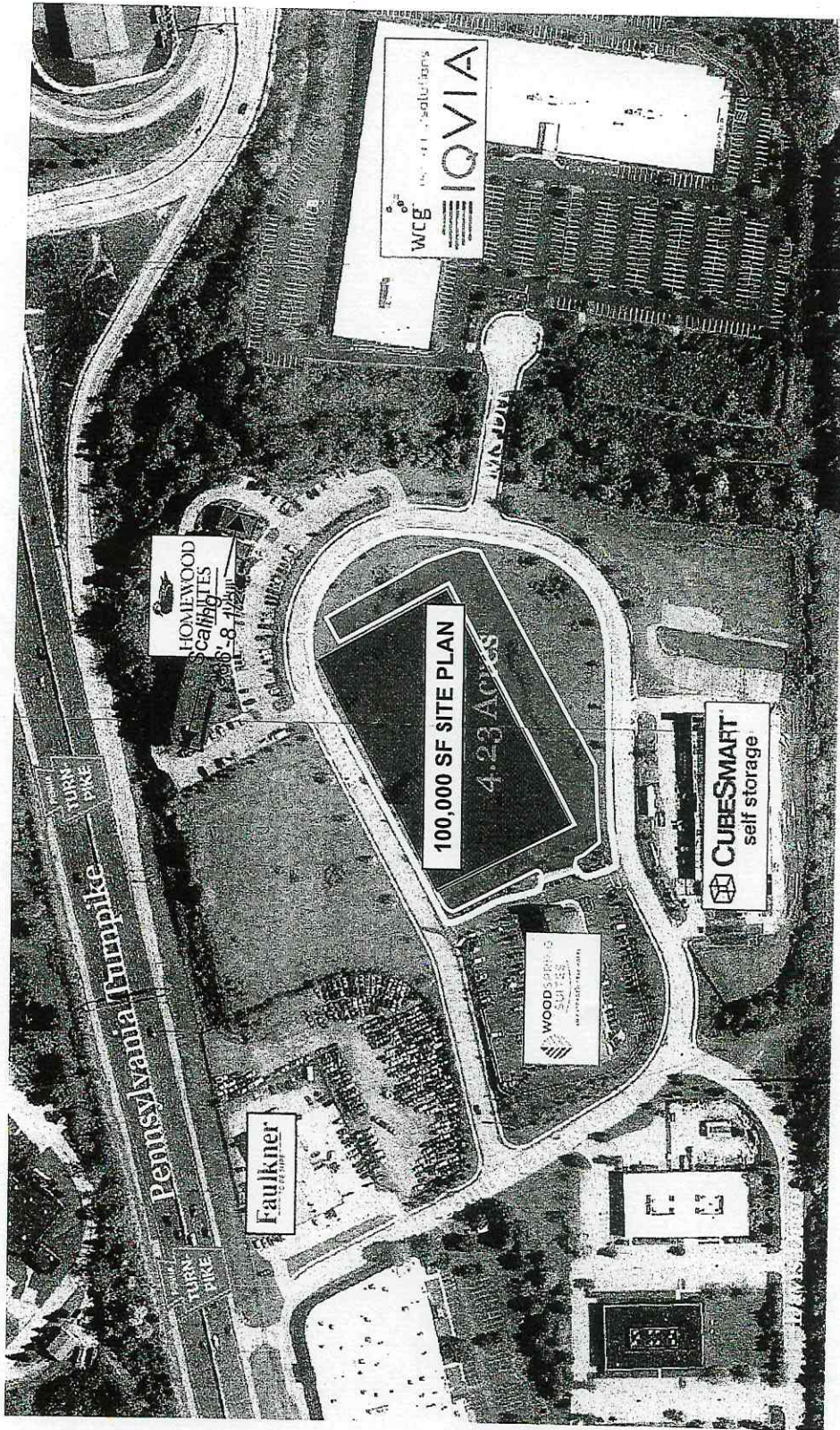
On behalf of the Grantee:





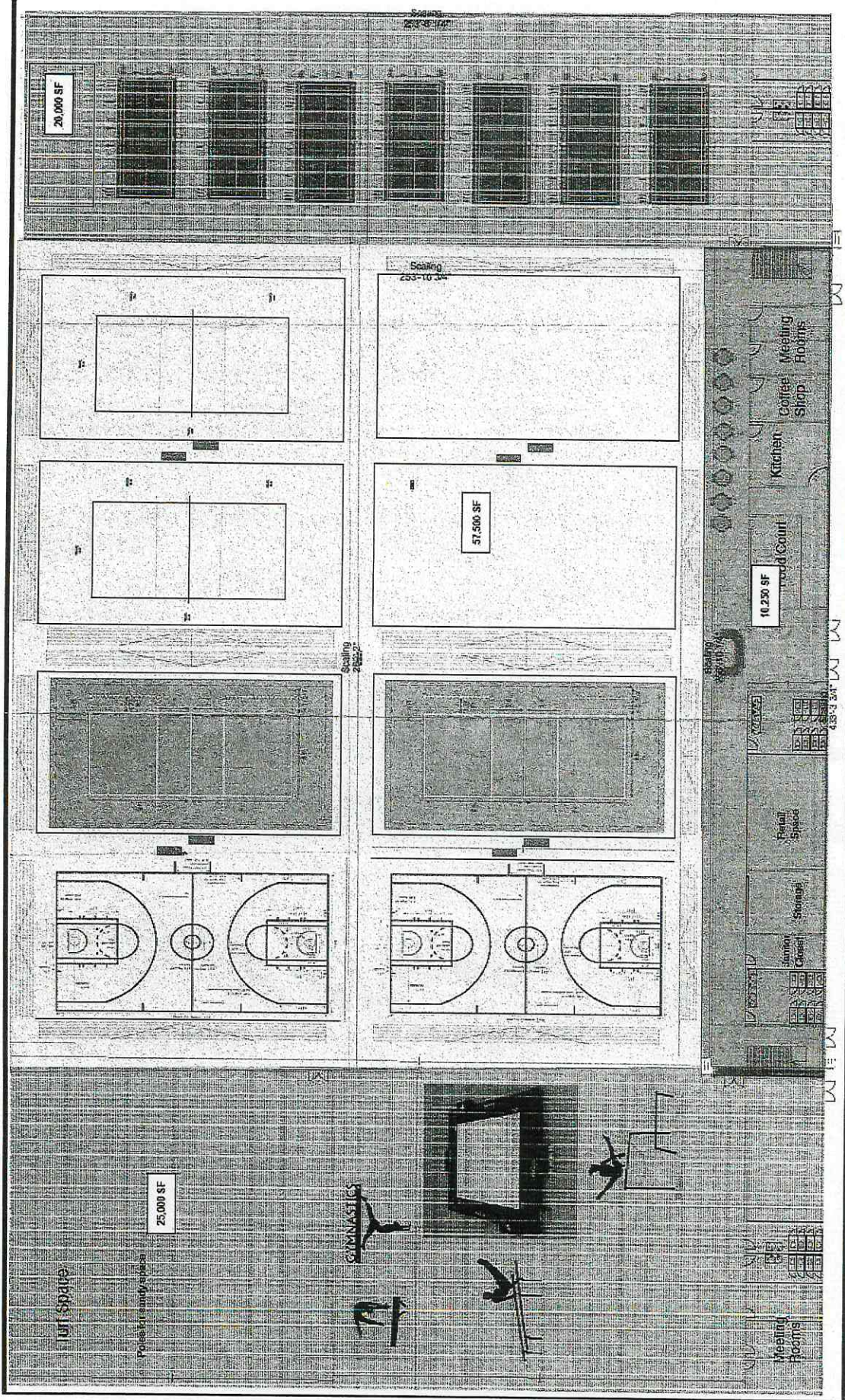
EXHIBIT "2"
SURVEY PLAN

EXHIBIT "3"
AERIAL PHOTOGRAPH WITH BUILDING



100,000 SF SITE PLAN

EXHIBIT "4"
INTERIOR FLOOR PLAN



20,000 SF

Scaling
253-10.304

57,500 SF

Scaling
253-10.304

10,230 SF

25,000 SF

Lift Space

Pool/Community Center

Gymnasium

Meeting Rooms

Reception

Storage

Reception

Meeting Rooms

Meeting Rooms

Meeting Rooms

Meeting Rooms

Meeting Rooms

Meeting Rooms

Meeting Rooms

Meeting Rooms

Meeting Rooms

Meeting Rooms

433-3.241

Neil Andrew Stein
Direct Dial: (610) 941-2469
Direct Fax: 610-684-2029
Email: nstein@kaplaw.com
www.kaplaw.com

June 28, 2022

VIA FEDERAL EXPRESS

David P. Conroy, Zoning Officer
Plymouth Township
700 Belvoir Road
Plymouth Meeting, PA 19462



Re: 105 Lee Drive
Application to the Plymouth Township Zoning Hearing Board

Dear Dave:

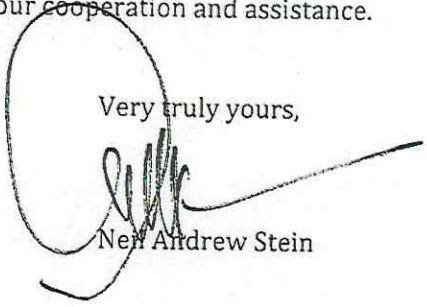
On behalf of the Applicant, Max Power Sports, LLC, enclosed are the following:

- (1) An original (notarized) and twenty-four (24) copies of an Application and Addendum to the Zoning Hearing Board, requesting a special exception; and
- (2) A check in the amount of Five Hundred Dollars (\$500.00) made payable to Plymouth Township, representing the applicable filing fee for a special exception.

I have also enclosed a single, redacted copy of an agreement of sale, confirming that Max Power Sports LLC is the equitable owner of the property.

Thank you for your cooperation and assistance.

Very truly yours,


Neil Andrew Stein

nas
Enclosures

Neil Andrew Stein
Direct Dial: (610) 941-2469
Direct Fax: 610-684-2029
Email: nstein@kaplaw.com
www.kaplaw.com

June 29, 2022

VIA FEDERAL EXPRESS

David P. Conroy, Zoning Officer
Plymouth Township
700 Belvoir Road
Plymouth Meeting, PA 19462

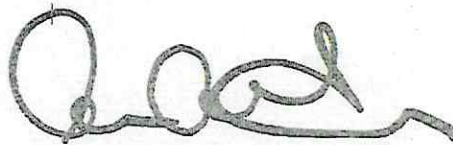
**Re: 105 Lee Drive
Application to the Plymouth Township Zoning Hearing Board**

Dear Dave:

On behalf of the Applicant, Max Power Sports, LLC, enclosed is our firm's check in the amount of Five Hundred Dollars (\$500.00) made payable to Plymouth Township, representing the balance of the applicable filing fee for a special exception.

Thank you for your cooperation and assistance.

Very truly yours,



Neil Andrew Stein

nas
Enclosures



PURCHASE AND SALE AGREEMENT

This AGREEMENT OF SALE (hereinafter referred to as the "Agreement") is made this 1st day of ~~May~~ ^{JUNE}, 2022, by and between PLYMOUTH PARK DFC, LLC. (hereinafter the "Seller") and MAX POWER SPORTS, LLC, a Pennsylvania limited liability company (or its permitted assignee or nominee, hereinafter referred to as the "Buyer") (the Seller and Buyer are sometimes collectively referred to herein as the "Parties").

BACKGROUND

A. Seller is the fee owner of that certain tract or parcel of land together with improvements thereon located at 105 Lee Drive, Plymouth Meeting, Montgomery County, Pennsylvania (collectively, the "Improvements"), containing 4.23 acres, being tax parcel number 490004508006 also known as "Lot B" as more fully described on Exhibit "A" but specifically excluding ANY portion of Lot No. 8, which is NOT being sold by this Purchase and Sale Agreement. Exhibit "A," which is attached hereto delineates 2.8066 acres because said legal description includes a small portion of Lot No. 8, which is NOT being transferred or otherwise sold by this Agreement. Thus, the instant sale ONLY transfers to the Seller Lot B, containing 4.23 Acres (said parcel together with the Improvements situate thereon are hereinafter collectively referred to as the "Realty"). Buyer's Title Company (herein defined) shall prepare a new Deed reflective of the limited acreage now affiliated and being transferred hereby as "Lot B." to include the reduced acreage of 4.23 AC and shall create a new Legal Description for "Lot B." Exhibit "A" shall include, along with the Legal Description, an unofficial copy of the Montgomery County Tax Parcel, delineating Lot B, and the Montgomery County Tax Parcel Description print-out page.

B. Buyer is in the athletic facility and training business, operating under the name "Max Power Sports," and desires to utilize the Realty for that purpose and those related thereto ("Project"). The Project is intended to consist of an indoor sports facility of approximately 100,000 square feet with parking and other related facilities (hereinafter referred to as the "Intended Use").

C. The Project will require a special exception from the Plymouth Township Zoning Hearing Board (hereinafter referred to as the "Special Exception").



0/2

D. The Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller the Realty; together with the easements, rights, privileges and appurtenances belonging thereto, and any abutting strips or gores; together with Seller's right, title and interest, if any, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of, or adjoining the Realty; together with all appurtenant easements for ingress and egress and utilities; together with all fixtures located in, upon, attached or appurtenant to or used in the operation of the Realty (the "Personalty"); together with all governmental permits, approvals or licenses granted with respect to the ownership, construction, use, occupancy and operation of the Realty; and together with all of Seller's right, title and interest in and to all plans, drawings, specifications, surveys, engineering, inspection, environmental soil test results or similar reports, studies and any other technical descriptions specifically relating to the Realty (the Realty, together with all of the foregoing being collectively referred to as the "Premises").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. SALE OF THE PREMISES. The Seller hereby agrees to sell, transfer and convey the Premises to the Buyer and the Buyer hereby agrees to purchase the Premises from the Seller upon the terms and conditions set forth herein.

2. PURCHASE PRICE. ~~_____~~
~~_____~~
the "Purchase Price").

A. Initial Deposit. Within three (3) days after the "Agreement Date" (hereinafter defined) Buyer shall deposit into escrow with a title agency or company selected by the Buyer (hereinafter referred to as the "Title Company"), as escrow agent ("Escrow Agent")

~~_____~~
The term "Agreement Date" shall mean the date on which each party to this Agreement has been delivered a fully executed copy thereof, as evidenced by a written confirmation of the Agreement Date, executed by the Parties hereto. If Buyer does not deliver the Initial Deposit in accordance with the terms of this Section 2.A., time being of the essence, this Agreement shall

be null and void.

B. Additional Deposit Payment to Seller. Within three (3) days after the end of the Investigation Period (herein defined), absent Buyer's termination of this Agreement, ~~_____~~
~~_____~~ the Initial Deposit, together with the Additional Deposit shall be referred to as the "Deposit". The Deposit shall be (i) payable to Seller and credited against the Purchase Price at Closing; (ii) payable to Seller in the event of a default by Buyer; (iii) returned to Buyer in the event of a default by Seller; or (iv) disbursed as otherwise provided for in this Agreement. If Buyer does not deliver the Additional Deposit in accordance with the terms of this Section 2.B., time being of the essence, this Agreement shall be null and void.

C. Payment of the Purchase Price. At the Closing (herein defined), Buyer shall pay to the Seller (subject to adjustments and apportionments set forth in this Agreement and less the Deposit) by certified check, bank check or title insurance company check, or at the election of Seller, by wire transfer, the Purchase Price.

3. INFORMATION.

A. The Seller has furnished or made available to Buyer (and shall continue to furnish and make available to Buyer during the term of this Agreement) the following items concerning the Premises to the extent any of the following are in the Seller's possession or control: (i) copies of all agreements to which Seller is a party which affect the Premises; (ii) copies of all licenses, permits or approvals regarding the Premises issued by any governmental or quasi-governmental authorities; (iii) copies of all plans, including without limitation an "as-built" survey, drawings, specifications, surveys, engineering, inspection, environmental or soil test results or similar reports, studies and technical descriptions, and correspondence relating to the Premises to the extent any of same are in Seller's possession or under Seller's control; and (iv) such other information concerning the Premises as may be reasonably requested by the Buyer and Seller can reasonably deliver.

B. The Seller has advised the Buyer of an ongoing and immediately pending

issue relative to the private streets leading to/from and surrounding the Premises and the other

4. TITLE AND INVESTIGATION.

A. Status of Title. The Realty is to be conveyed to the Buyer free and clear of all liens, encumbrances, easements, restrictions and agreements excepting only the Permitted Exceptions (hereinafter defined). With the exception of the Permitted Exceptions, title to the Realty shall be good and marketable and such as will be insured by the Title Company at its regular rates for regular risks pursuant to the standard stipulations and conditions of an ALTA Policy of Owner's Title Insurance. Seller shall furnish such customary title affidavits as the Title Company may require for the removal of standard title objections. Permitted Exceptions as used herein shall mean any exceptions originally appearing in the Title Report which have not been objected to by the Buyer to the Seller pursuant to Paragraph 4B below.

B. Title Report. Within five (5) days after the Agreement Date, Buyer shall cause a search of title to the Premises to be made by the Title Company, and upon receipt of the title report (hereinafter referred to as the "Title Report"). Buyer shall furnish to Seller a copy thereof together with copies of any matters which are listed as exceptions on the Title Report.

Within five (5) days of delivery of the Title Report to Seller, Buyer shall notify Seller in writing of any conditions, defects, liens, encumbrances or other items appearing as exceptions in the Title Report which are unsatisfactory to Buyer (hereinafter referred to as "Title Objections"). Seller shall thereafter correct or modify, to the reasonable satisfaction of Buyer, all Title Objections, to the extent such Title Objections are of a nature that are capable of being cured. Seller shall not be required to commence any legal proceedings in order to clear title or correct such Title Objections, but Seller shall be required to demonstrate that at the Closing (as hereinafter defined) it will be able to satisfy all monetary liens or encumbrances which are recorded against the Premises, including, but not limited to, mortgages or other liens securing financing, mechanics liens, judgments and delinquent taxes, assessments, sewer charges and water charges. If Seller is unable or unwilling to correct or modify any non-monetary Title Objection for any reason within thirty (30) days after notification from Buyer of the Title Objections, Buyer's sole option shall be to either: (i) waive such objection or (ii) terminate this Agreement by giving written notice thereof to Seller, in which event this Agreement shall be null and void, and neither of the parties shall have any further obligations or liability under this Agreement, except that Seller shall return to Buyer the Deposit paid to it by Buyer pursuant to Paragraph 2 above.

C. Status of Title. The Premises shall be conveyed free and clear of any liens, encumbrances, easements, restrictions and agreements, excepting only the Permitted Exceptions (hereinafter defined). With the exception of the Permitted Exceptions, title to the Premises shall be good and marketable and such as will be insured by the Title Company at its regular rates for regular risks pursuant to the standard stipulations of an ALTA policy of owner's title insurance. Seller shall furnish such customary title affidavits as the Title Company may require for the removal of standard Title Objections. Permitted Exceptions shall mean any exceptions originally appearing in the Title Report which are not objected to in writing by Buyer to Seller or which are objected to, but such objection is thereafter waived in writing by Buyer.

D. Inability to Convey Title. If the Seller is not able to convey Title at Closing in accordance with the requirements of this Agreement, the Buyer shall have the option:

- (1) Of taking such Title to the Premises as Seller is able to convey.

without abatement of the Purchase Price except in the amount (fixed or ascertainable) of any liens or encumbrances on the Premises; or

(2) Of terminating Buyer's obligations under this Agreement, in which event the Deposit shall be returned to Buyer and this Agreement shall be null and void and all parties relieved of all further obligations hereunder.

(3) Notwithstanding the foregoing, if Title to the Premises is not as described in Paragraph 4B hereof by reason of any willful act or omission of the Seller subsequent to the Agreement Date, or by reason of the failure of the Seller to discharge any monetary liens or otherwise cure any matters described in Paragraph 4B above, the same shall constitute a breach by Seller and Buyer shall be entitled to pursue all remedies available to Buyer at law or in equity, including the right to specific performance and the costs to enforce such remedies.

5. INVESTIGATION.

A. Investigation. Buyer shall have sixty (60) days to conduct any and all non-invasive inspections of the Property, including, without limitation, architectural, environmental and feasibility reviews and inspections, which Buyer in its sole discretion, deems necessary or appropriate (hereinafter referred to as the "Investigation Period"). Notwithstanding the foregoing, the Buyer may extend the Investigation Period by thirty (30) days upon written notice to the Seller. The Seller shall cooperate with Buyer during the Investigation Period, and shall provide Buyer with copies of all records, plans, structural, engineering, environmental and other reports relating to the Premises in its possession within five (5) days after the Agreement Date. In the event that Buyer is not satisfied with the results of Buyer's Investigation for any reason or no reason whatsoever, then Buyer shall have the option, exercisable in its sole discretion, of terminating the Agreement on or before the expiration of the Investigation Period. If at any time prior to the expiration of the Investigation Period the Buyer determines that it is not satisfied for any reason, in its sole discretion, with the results of the Investigation, or the status of any other condition of or relating to the Premises, whether known or unknown on the Agreement Date, and notifies the Seller in

writing of its election to terminate this Agreement, this Agreement shall, without any further action by the Buyer or the Seller, become null and void, Escrow Agent shall return the Deposit to the Buyer, and all of the parties to this Agreement shall be released from any and all further obligation or liability hereunder. If Buyer has not notified Seller in writing of its desire to terminate the Agreement by the end of the Investigation Period, time being of the essence, Buyer shall have waived his right to terminate pursuant to this Paragraph 5.

B. Cooperation by Seller. The Seller shall make a commercially reasonable effort to cooperate with the Buyer with respect to the Investigation and shall not act in any manner to hinder, obstruct, delay or prevent the same. Upon written request, the Seller shall promptly deliver to the Buyer copies of all approvals and permits environmental reports, evaluations, surveys, analyses, plans, engineering data, review letters, investigations and documents in the Seller's possession or performed for the Seller with regard to the development of the Premises, and all notes and correspondence related thereto, together with all written consents necessary for the Buyer to make use of the same.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Covenants of Seller. Seller agrees that prior to the Closing Date it will:

(1) Inspection and Tests. Permit the Buyer and Buyer's agents and employees to inspect the Premises from time to time during the term of this Agreement. Commencing with the Agreement Date, the Buyer and Buyer's agents and employees shall have the right to enter upon the Premises at any and all reasonable times to conduct or cause to be conducted upon the Premises, ground tests, soil analysis, test borings, percolation tests, topographical surveys, engineering studies and other physical examination of the Premises and subsurface engineering and site analysis as Buyer may deem necessary, including such activities as may be required to obtain the Approvals and Permits. Seller hereby permits Buyer to place signs on the Premises in accordance with the Township zoning code to announce the opening of the Project.

(2) In connection with any entry upon the Premises prior to Closing, Buyer shall (i) permit a representative of Seller to accompany Buyer and (ii) indemnify, defend

and save and hold harmless Seller from any and all damage to the Premises or injury to persons caused by such entry.

(3) Creation of Liens. Not permit any liens, easements, encumbrances, leases or other clouds on the Title to the Premises to be created after the Agreement Date (hereinafter referred to as "Title Imperfections"). If the Seller creates or permits any Title Imperfections to be created in violation hereof, the Seller shall promptly remove them prior to the Closing Date.

(4) Satisfaction of Liens. Satisfy any liens or encumbrances which exist against the Premises on the Closing Date by the manner described in Section 5B above, including without limitation the payment of money either by such payment or by depositing in escrow with the Title Company sufficient funds or collateral as will cause the Title Company to insure the Buyer against any loss which is caused to Buyer because of the existence of such liens or encumbrances.

(5) Leases. Not enter into any new leases or occupancy agreements or any amendments, modifications, additions, renewals or extensions to any existing leases or occupancy agreements, without in each and every instance first obtaining the written consent of Buyer. Provided, however, that the Premises shall not be encumbered by an lease, option or other occupancy agreement on the Closing Date.

(6) Contracts. Not enter into any service contracts or agreements, for a term which will extend past the Closing Date or which cannot be terminated at or prior to Closing.

(7) Cooperation With Buyer. Seller shall cooperate fully with the Buyer, and all governmental or quasi-governmental authorities with respect to the obtaining by Buyer of the Approvals and Permits (hereinafter defined) required to be obtained by Buyer of the Approvals and Permits to construct the Project. The Seller shall join with the Buyer as a petitioner or applicant on any required applications to obtain the Approvals and Permits, and shall not act in any manner as to hinder, obstruct, delay or prevent the same, provided that Seller shall not be obligated to incur any costs or expenses in connection therewith.

B. Seller's Representations and Warranties. In order to induce the Buyer to enter into this Agreement and to purchase the Premises, the Seller hereby warrants and represents to the Buyer that:

(1) Notices. Neither the Seller nor its agents, servants or employees have received any notices issued by any municipal or other public authority requiring or calling attention to the need for any work, repairs, construction, alterations or installations on or in connection with any part of the Premises; or of violations of any applicable law, ordinance, code, rule or regulation pertaining to the Premises. The Seller shall correct any outstanding violations, if any, prior to the Closing Date.

(2) Zoning. The present land-use code is 2308 with the land use description being "1 - IND VAC LAND 2.00 - 4.99 ACRES" See Exhibit "A," page three.

(3) Environmental Matters.

(a) To Seller's actual knowledge, the Premises does not contain and there has been no application, use, treatment, production, generation, discharge, disposal, release or storage on, from or onto the Premises, or any lot or property adjacent thereto, which has not been remediated, of any Toxic Waste, Hazardous Waste or Hazardous Substance as defined by the Resource Conservation and Recovery Act ("RCRA"); the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); any implementing regulations thereunder, or any other applicable federal, state or local statutes, regulations, ordinances or rules (collectively, "Hazardous Substances");

(b) To Seller's actual knowledge, there are no underground tanks on the Premises;

(c) To Seller's actual knowledge, no petroleum as defined in Section 9001 of RCRA, 42 U.S.C. 6991(8), its implementing regulations or any applicable state

or local statutes, regulations, ordinances or rules has been released from or onto the Premises.

(d) In the event Hazardous Substances are discovered on or adjacent to the Premises, Buyer may terminate this Agreement, whereupon the Deposit shall be returned to Buyer, and this Agreement shall be null, void, and of no further force or effect.

(4) **Power to Perform.** The execution of this Agreement by the Seller constitutes a valid and binding obligation of the Seller in accordance with its terms. No consent, waiver or approval by any other party is required in connection with the execution and delivery by the Seller of this Agreement or, the performance by the Seller of the obligations to be performed by it under this Agreement or any instrument contemplated hereby. Neither the entering into of this Agreement nor the consummation of the sale contemplated hereunder will constitute a violation or breach by Seller or any of them of any agreement, contract or other instrument to which it is a party or to which it is subject or by which any of its assets or properties may be affected, or any judgment, order, writ, injunction or decree issued against or imposed upon Seller, nor will the sale result in the violation of any applicable law, order, rule or regulation of any governmental authority.

(5) To Seller's knowledge, there are no pending or contemplated condemnation or eminent domain proceedings (or process or purchase in lieu thereof) affecting the Premises or any part thereof.

(6) There are no actions or proceedings pending or threatened to liquidate, reorganize, arrange, place in bankruptcy, appoint a receiver for, or dissolve Seller.

(7) There is no litigation, pending or threatened by Seller or any third party, at law or in equity, To Seller's knowledge, during Seller's period of ownership of the Premises, Seller has not received from any governmental authority written notice of any material violation of any laws applicable (or alleged to be applicable) that has not been corrected.

(8) If the transactions contemplated hereby constitute a bulk sale or transfer pursuant to applicable laws, Seller shall comply with all applicable legal requirements with respect thereto. Seller further agrees to indemnify, defend and hold harmless the Buyer from

and against and in respect of any and all losses, cost or expense, including but not limited to reasonable attorney's fees, and any claims made by creditors, with respect to non-compliance with any bulk transfer law. This indemnity shall survive Closing.

(9) Seller represents, warrants and covenants that neither Seller nor any of its partners, officers, directors, members or shareholders is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)).

(10) There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Agreement.

C. Buyer's Representations and Warranties. In order to induce the Seller to enter into this Agreement and to sell the Premises, the Buyer hereby warrants and represents to the Seller that as of the date hereof, Buyer hereby represents and warrants to Seller as follows:

(1) Buyer is fully competent and authorized to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Buyer do not require the consent of any person, agency or entity not a party to this Agreement.

(2) There are no actions or proceedings pending or threatened to liquidate, reorganize, arrange, place in bankruptcy, appoint a receiver for, or dissolve Buyer.

(3) This Agreement does not violate the terms of any other contract or instrument to which Buyer is a party or by which Buyer is bound.

7. REPRESENTATIONS AND WARRANTIES NOT TO SURVIVE CLOSING. The representations and warranties of the Seller and Buyer contained herein or made in writing pursuant to this Agreement shall not survive Closing.

8. CONDITIONS PRECEDENT TO CLOSING.

A. Conditions Precedent. The obligation of the Buyer to purchase the Premises from the Seller in accordance with this Agreement is subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by the Buyer) on or prior to the Closing Date ("Buyer's Conditions Precedent").

(1) Seller's Representations and Warranties. Each of the representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects as of the Closing Date as though made on the Closing Date.

(2) Compliance with Covenants. Seller shall have performed and complied with all of the covenants, terms and conditions required by this Agreement to be performed and complied with by it prior to or on the Closing Date.

(3) Title Policy. A title policy or unconditional commitment therefor meeting the requirements of Paragraph 5A hereof shall have been issued by the Title Company.

(4) No Termination. Buyer shall not have earlier terminated this Agreement in accordance with the terms hereof.

9. CLOSING.

A. Closing on the sale of the Premises to the Buyer (herein referred to as "Closing") shall at the offices of Buyer's attorney or such place in Montgomery County, Pennsylvania as Buyer shall designate on or before thirty (30) days after all of the Conditions

B. At Closing, Seller shall deliver to Buyer:

- (1) The special warranty deed, duly executed and acknowledged by Seller and in proper form for recording.
- (2) Such affidavits as the Title Company shall reasonably require.
- (3) The originals of all licenses, permits, authorizations and approvals required by law or issued by governmental authorities having jurisdiction over the Premises in the condition required by this Agreement.
- (4) Assignments to Buyer, if Buyer shall desire to assume any such item, of Seller's interest in any service contracts which Buyer desires to be assigned and which are assignable, together with copies thereof. Such assignment shall include a surviving representation and warranty that such service contracts are in full force and effect and that neither party is in default thereunder.
- (5) Possession of the Premises in the condition required by this Agreement.
- (6) Valid assignments of any existing warranties of permits, plans and specifications; utility deposits; utility agreements; any rights to use the site plans, zoning and subdivision approvals, agreements and amendments thereto.
- (7) FIRPTA Affidavit executed by Seller; and
- (8) Any other documents required by this Agreement to be delivered by Seller.

10. APPORTIONMENTS. The following apportionments shall be made as of the Closing Date (all of which, to the extent applicable, shall be reflected on a closing statement executed by Seller and Buyer on the Closing Date) prorated on a per diem basis as of midnight of the day preceding the Closing Date:

A. Real Estate Taxes. Real estate and ad valorem taxes and other state, county or township taxes, charges and assessments affecting the Premises shall be apportioned

on the basis of the actual amounts applicable to the current fiscal year or calendar year of each taxing authority, as the applicable case may be. The Seller shall discharge any rollback tax obligation at Closing.

B. Water and Sewer Charges. All water and sewer charges and any other lienable municipal services shall be borne by Seller.

C. Real Estate Transfer Taxes. All real estate transfer taxes imposed by any governmental body shall be paid as follows: 50% by Seller; 50% by Buyer.

11. POSSESSION. Possession of the Premises shall be delivered by Seller to Buyer at Closing unoccupied and free of tenancies by special warranty deed, conveying fee simple title, except as otherwise specified.

12. TENDER. Formal tender of an executed deed and purchase money is hereby waived.

13. DEFAULT.

A. Buyer's Default. Should the Buyer default under any of the terms, covenants or conditions of this Agreement, the Seller, as its sole and exclusive remedy, shall have the right, upon ten (10) days written notice to Buyer and provided Buyer has not cured such default, to terminate this Agreement and retain the Deposit and any Additional Deposit payment paid by Buyer. Thereupon, this Agreement shall become null and void and of no further force and effect and all parties shall be released of further liability or obligation hereunder. The filing of a bankruptcy petition by either Buyer or against either Buyer which is not dismissed within one hundred twenty (120) days, shall constitute a default by the Buyer hereunder; however no default shall exist if prior to the expiration of said 120 day period the other party Buyer can demonstrate its ability to fully perform under this Agreement.

B. Seller's Default.

(1) Seller's Inability to Convey Title. If Seller is unable to convey

title at Closing in accordance with the requirements of Paragraph 4B of this Agreement, then except as set forth in Paragraph 4C(3) hereof, the Buyer's only remedy shall be to terminate this Agreement by giving written notice of such termination to the Seller on or before the Closing Date. The Buyer may, nevertheless, accept such title as the Seller shall be able to convey in accordance with Paragraph 4C(1) hereof.

(2) Seller's Breach of Representation, Warranty or Covenant. If the Buyer has actual knowledge prior to the Closing Date that any of the representations and warranties of the Seller is not true and correct or have otherwise been breached or that any of the Seller's covenants have been breached, then except as set forth in Paragraph 16B(3) hereof, Buyer's sole remedy shall be to terminate this Agreement by giving written notice of such termination to the Seller on or before the Closing Date. The Buyer may nevertheless waive any such breach and proceed to Closing without reduction of the Purchase Price or any credit against the same by reason of such breach. If the Seller becomes aware of any matter prior to the Closing Date such that any of Seller's representations and warranties shall not be true and correct as of the Closing Date, Seller shall promptly notify Buyer in writing.

(3) Seller's Intentional Breach. Notwithstanding anything to the contrary contained in Paragraph 13B(2) hereof, if the Seller's breach of this Agreement results from Seller's intentional default under any of the terms, covenants or conditions of this Agreement, the Buyer shall be entitled to additionally pursue all of its rights and remedies at law or in equity including, without limitation, the right to specific performance. The exercise of (or failure to exercise) any one or more of Buyer's rights or remedies under this subparagraph shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein.

C. Attorney's Fees. If any litigation is commenced in connection with this Agreement, the party determined to be at fault in connection with such litigation shall pay all reasonable attorney's fees and expenses incurred by the other party in connection with such litigation.

14. CONDEMNATION.

A. Seller shall maintain in effect until the Closing Date comprehensive

general liability insurance with coverage limits currently in effect.

B. If prior to the Closing Date, all or any part of the Premises is taken by eminent domain proceedings or notice of any eminent domain proceedings with respect to any portion thereof is received by the Seller (a "Taking"), the Seller shall immediately give notice of such Taking, with specificity, to the Buyer. If, as a result of such Taking, the investment in, or development of, the Premises as contemplated by Buyer under this Agreement is adversely affected in Buyer's sole judgment, Buyer shall have the right, at its option, to complete the purchase hereunder or to terminate this Agreement and to receive the return of the Deposit, in either case by delivering written notice of its election to the Seller within sixty (60) days after the date upon which the Buyer received notice of such Taking. The failure to deliver such written notice of Buyer's election shall be deemed an election by the Buyer to complete the purchase hereunder. If the Buyer elects (or is deemed to have elected) to complete the purchase hereunder, the purchase shall be completed in accordance with the terms of this Agreement, except, that on the Closing Date, the Seller shall assign, transfer and pay to the Buyer all proceeds from such Taking (i.e. eminent domain award) theretofore received by the Seller with regard to the Premises and all rights the Seller has to any future proceeds deriving from such Taking.

15. 1445 CERTIFICATION. Seller acknowledges that Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform Buyer that withholding of tax is not required upon disposition of the United States real property interest by the Seller, Seller shall deliver on the Closing Date a sworn certification to the effect that Seller is not a non-resident alien for federal income tax purposes, in a form reasonably satisfactory to Buyer.

16. GENERAL PROVISIONS.

A. Notices. All notices or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, or by private carrier guaranteeing next day delivery such as Federal Express or via facsimile transfer with an original by overnight delivery service as follows:

(1) If to the Buyer:
Max Power Sports
250 King Manor Drive
King of Prussia, PA 19406
Attn: Chang Han

With a copy to:

Neil Andrew Stein, Esquire
Kaplin, Stewart, Meloff, Reiter & Stein _____
P.C.
910 Harvest Drive, Suite #200
Blue Bell, PA 19422
nstein@kaplaw.com

(2) If to the Seller:
Plymouth Park DFC, LLC
1000 Germantown Pike
Plymouth Meeting, PA 19462
Attn: Bob Sichelstiel

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the others in accordance with the provisions of this Agreement.

B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors, administrators and assigns.

C. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against any party hereto unless that party shall have consented thereto in writing.

D. **Governing Laws.** This Agreement shall be interpreted and construed in

accordance with the laws of the Commonwealth of Pennsylvania.

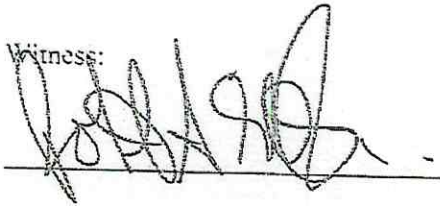
E. **Brokers.** Seller and Buyer represent to the other that neither has dealt with any real estate broker or finder in this transaction other than Timothy Pennington, Partner and Senior Vice President of Binswanger, Three Logan Square, STE 5100, Philadelphia PA 19103 ("Broker and Robert Sichelstiel of Penmark Management Co., Inc."). Seller shall pay Broker a real estate commission by separate agreement. Seller and Buyer hereby agree to indemnify, save harmless and defend the other from and against all other claims, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim made by any broker, finder or other intermediary who claims to have dealt with such party in connection with the transactions which are the subject of this Agreement. The provisions of this subparagraph E shall survive Closing hereunder.

F. **Assignment.** The Buyer shall not be permitted to assign this Agreement without the prior written consent of the Seller first having been obtained, which consent may not be unreasonably delayed, withheld or conditioned, except to an affiliate under common control of Buyer; provided, however, upon the payment of the Purchase Price at Closing, the Buyer shall have the right to assign this Agreement without the Seller's consent.

G. **Time is of the Essence.** Time is of the essence of this Agreement and all of its terms and conditions.


-SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Witness:


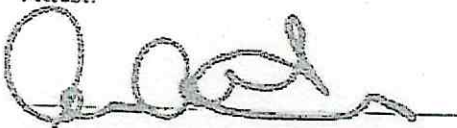
SELLER:


Plymouth Park DFC, LLC.

By: 
Name: Donald F. Carrero
Title: Managing member

BUYER:

MAX POWER SPORTS, LLC, a Pennsylvania limited liability company

Attest:

Witness

By: 
Name: Chang Han
Title: Managing Member

5/31/2022

**AMENDED EXHIBIT "A" TO APPLICATION
ADDENDUM TO APPLICATION OF MAX POWER SPORTS LLC
PLYMOUTH TOWNSHIP ZONING HEARING BOARD**

I. APPLICATION

The Applicant, Max Power Sports LLC (the "**Applicant**") hereby applies to the Plymouth Township Zoning Hearing Board (the "**Board**"), *to the extent necessary*, for the following interpretations and/or relief (the "**Relief**") from the Plymouth Township Zoning Ordinance, as amended (the "**Code**" or "**Zoning Code**") to permit the use of the Property (herein defined) as an indoor sports training facility and related improvements (the "**Proposed Use**").

II. REQUESTED RELIEF

The Proposed Use requires the following relief ("**Proposed Relief**"):

- (1) **Article XIV, Section 1402.A** A special exception to permit an indoor sports training facility.
- (2) **Article XVII, Section 1700D.12**. A variance from the required number of parking spaces.
- (3) Such other relief as the Board may deem necessary or appropriate.

III. FACTS AND BACKGROUND

1. **Name and Address of Applicant.** The Applicant is Max Power Sports, LLC, c/o Chang Han, 250 King Manor Drive, King of Prussia, PA 19406; telephone (610) 316-3235; e-mail: chang@maxpowersportscenter.com.

The Applicants' attorney is Neil Andrew Stein, Esquire, 910 Harvest Drive, Blue Bell, Pennsylvania 19422; telephone: (610) 941-2469; e-mail: nstein@kaplaw.com.

2. **Subject Property.** The subject property ("**Property**") is located at 105 Lee Drive, Parcel #49-00-04508-00-6 (Block #36, Unit #001). The Subject Property consists of approximately 4.23 acres.

3. **Zoning Classification.** The Property is located in the Township's LI-Limited Industrial zoning district (the "LI District").
4. **Surrounding Area.** The Property is in the Plymouth Park development, which is Located at the key regional interchange of I-476 (Blue Route & NE Extension) & I-276. Many commercial, office and industrial uses are located in the immediate vicinity.
5. **Existing Improvements.** The Property is presently vacant.
6. **Proposed Use.** The Proposed Use consists of an indoor sports training facility of approximately 70,032 square feet. The Proposed Use is compatible with the surrounding uses.
8. **Proposed Access.** The Proposed Use will have access from Lee Drive.
9. **Signage.** The Applicant will apply for signage at a later date.

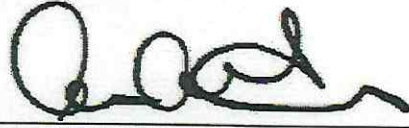
IV. LEGAL AUTHORITIES

The Applicant is requesting the Proposed Relief for the following reasons:

- (1) The Property is very suitable for the Proposed Use and is consistent with the intent of the LI District;
- (2) The Proposed Use will be beneficial to the community;
- (3) The Proposed Use will not adversely affect traffic or roadways;
- (4) There is adequate public water and public sewage disposal;
- (5) Off-street parking will be provided in accordance with Code;
- (6) The Proposed Relief is necessary for the reasonable use of the Property;
- (7) The Proposed Relief will not alter the essential character of the LI District or the surrounding uses; and
- (8) The Proposed Relief represents the minimum relief necessary and represents the least modification possible of the regulations of the Code.

WHEREFORE, the Applicant respectfully requests that the Board grant the relief requested herein.

Respectfully submitted,



By: _____

NEIL ANDREW STEIN, ESQUIRE

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EXHIBITS

1. Deed
2. Survey Plan
3. Aerial Photograph with Building
4. Interior Floor Plan
5. Aerial Photograph with Building and Setbacks

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July 22, 2022

VIA FEDERAL EXPRESS

David P. Conroy, Zoning Officer
Plymouth Township
700 Belvoir Road
Plymouth Meeting, PA 19462

Re: 105 Lee Drive
Application to the Plymouth Township Zoning Hearing Board

Dear Dave:

I recently received a more detailed plan from the engineer (24 copies enclosed) which suggests the need for a parking variance as well. I have attached a revised Addendum to the Application which adds a parking variance to the requested relief. If you need extra copies of the Addendum please let me know.

Thank you for your cooperation and assistance.

Very truly yours,



Neil Andrew Stein

nas
Enclosures

