

**MEMORANDUM**  
**CITY OF PHILADELPHIA**

*Date: November 13, 2018*

*To: Members of the Vacant Property Review Committee (VPRC)*

*From: Susie D.  - Chairwoman – Vacant Property Review Committee*

*Subject: Addendum # 1 to the Committee Agenda December 11, 2018*

=====

*Release of reversionary interest per agreement between the City of Philadelphia and applicant:*

<u><i>Address</i></u>	<u><i>Applicant</i></u>	<u><i>Date Settled</i></u>
<i>A. 2333 N. Fairhill Street</i>	<i>PHDC</i>	<i>12/87</i>
<i>Recently acquired would like restrictions removed</i>		
<i>Attachments-A</i>		
<i>B. 2321 N. 5<sup>th</sup> Street</i>	<i>Manuel Rivera</i>	<i>11/91</i>
<i>This was a private lot transfer</i>		
<i>Attachments-B</i>		
<i>C. 1429 W. Venango Street</i>	<i>HED, LLC</i>	<i>12/09</i>
<i>The current owner purchased 3/22/13 for \$35,500.00</i>		
<i>Attachments-C</i>		
<i>D. 2724 George Street</i>	<i>Daniel &amp; Maryanne Carroll</i>	<i>01/16</i>
<i>Mortgage balance \$8,790.00</i>		
<i>Attachments-D</i>		

E. 2122 E. Arizona Street Cynthia Cathrine O'Brien 06/17

Mortgage balance \$12,750

Attachments-E

F. 1820 S. 58<sup>th</sup> Street Andrew Dix 06/95

Attachments-F

G. 1351 E. Price Street *Current owner purchased at Sheriff Sale* Littrelle John 06/87

This was transferred as a Single-Family Dwelling

Attachments-G

**AD HOC Resolution**

Address

Grantee

2240 W. Oxford Street

PHA

**A**



***B***

I Manuel Rivera have recently sold my property 2321 N 5<sup>th</sup> St. We just learned about the release that is necessary. I live in Florida so I cannot attend the meeting on 12/11 though my son Jose Manuel Rivera will be there in place of me. We need to sell property as we no longer live in the area. Please grant the release so we can move forward with the sale of property.

Thanks,

Manuel Rivera

**STANDARD AGREEMENT FOR THE SALE OF VACANT LAND****ASVL**

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

**PARTIES**

<b>BUYER(S):</b> <u>Kitt Gerace</u> <u>Damon Gerace</u>	<b>SELLER(S):</b> <u>Manuel Rivera</u>
<b>BUYER'S MAILING ADDRESS:</b>	<b>SELLER'S MAILING ADDRESS:</b>

**PROPERTY**☐ See Property Description Addendum

ADDRESS (including postal city) 2321 N 5th Street      ZIP 19133  
Philadelphia, PA 19133      , County of Philadelphia  
in the municipality of Philadelphia      , in the Commonwealth of Pennsylvania.  
in the School District of Philadelphia      and/or  
Tax ID #(s): 191301100  
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date; Control #): \_\_\_\_\_

**BUYER'S RELATIONSHIP WITH PA LICENSED BROKER**☐ No Business Relationship (Buyer is not represented by a broker)

Broker (Company) <u>Coldwell Banker Preferred Old City</u>	Licensee(s) (Name) <u>Tim Brogan</u>
Company License # <u>RB067335</u>	State License # <u>RS314019</u>
Company Address <u>223-225 Market Street, Philadelphia, PA 19106</u>	Direct Phone(s) _____
Company Phone <u>(215) 923-7600</u>	Cell Phone(s) <u>(215) 620-9341</u>
Company Fax _____	Email <u>tbrogan@cbpref.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

**SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**☐ No Business Relationship (Seller is not represented by a broker)

Broker (Company) <u>Coldwell Banker Preferred Old City</u>	Licensee(s) (Name) <u>Tim Brogan</u>
Company License # <u>RB067335</u>	State License # <u>RS314019</u>
Company Address <u>223-225 Market Street, Philadelphia, PA 19106</u>	Direct Phone(s) _____
Company Phone <u>(215) 923-7600</u>	Cell Phone(s) <u>(215) 620-9341</u>
Company Fax _____	Email <u>tbrogan@cbpref.com</u>
Broker is (check only one):	Licensee(s) is (check only one):
<input type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

**DUAL AND/OR DESIGNATED AGENCY**

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

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

Buyer Initials: Kitt Gerace      Damon Gerace

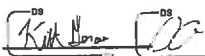
ASVL Page 1 of 13

Seller Initials: Manuel Rivera

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rev. 1/18; rel. 4/18

1. **By this Agreement, dated November 8, 2018**  
 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
2. **PURCHASE PRICE AND DEPOSITS (1-16)**  
 (A) Purchase Price \$ 24,000.00  
 ( Twenty-Four Thousand U.S. Dollars), to be paid by Buyer as follows:
- |   |                    |
|---|--------------------|
| 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,<br>if not included with this Agreement: | \$ <u>2,000.00</u> |
| 2. Additional Deposit within _____ days of the Execution Date:  | \$ _____           |
| 3. _____  | \$ _____           |
- Remaining balance will be paid at settlement.
- (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.
- (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.
3. **SELLER ASSIST (If Applicable) (2-12)**  
 Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.
4. **SETTLEMENT AND POSSESSION (1-16)**  
 (A) Settlement Date is December 7th 2018, or before if Buyer and Seller agree.  
 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.  
 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: \_\_\_\_\_  
 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:  
 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.  
 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.  
 School tax bills for all other school districts are for the period from July 1 to June 30.  
 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_  
 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_  
 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.  
 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
5. **DATES/TIME IS OF THE ESSENCE (2-12)**  
 (A) Written acceptance of all parties will be on or before: November 9, 2018  
 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.  
 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.  
 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.  
 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.
6. **ZONING (1-16)**  
 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.  
 Zoning Classification, as set forth in the local zoning ordinance: RM1

66 Buyer Initials:



ASVL Page 2 of 13

Seller Initials:





12/04/2018

FEED NUTRITION

MS. 231





2321 N. 5th St

12/04/2018



C



December 4, 2018

Philadelphia Redevelopment Authority

Susie Jarmon

Deare Susie-

Please accept this letter as a request for permission to sell the property located at 1429 W. Venango Street Philadelphia, PA 19140.

Sincerely,

A handwritten signature in dark ink, appearing to be "All Star Investments, LLC", written over a horizontal line.

All Star Investments, LLC

# STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

## PARTIES

BUYER(S): Rarender Kaushik

SELLER(S): All Stars Investment LLC

### BUYER'S MAILING ADDRESS:

267 Anderson Road  
Watchung, NJ 07069

### SELLER'S MAILING ADDRESS:

12859 McCarthy Cir  
Phila. PA 19154

## PROPERTY

ADDRESS (including postal city): 1429 W. Vanango Street  
Philadelphia, PA 19140

ZIP 19140

in the municipality of PHILADELPHIA

County of PHILADELPHIA

in the School District of PHILADELPHIA

in the Commonwealth of Pennsylvania.

Tax ID # (s): 1310009000

and/or

Identification (e.g., Parcel #, Lot, Block, Deed Book, Page, Recording Date)

## BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Buyer is not represented by a broker)

Broker (Company)

Licensee(s) (Name)

Company License #

State License #

Company Address

Direct Phone(s)

Cell Phone(s)

Company Phone

Email

Company Fax

Licensee(s) is (check only one):

Broker is (check only one):

☐ Buyer Agent (Broker represents Buyer only)

☐ Buyer Agent (all company licensees represent Buyer)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

## SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ No Business Relationship (Seller is not represented by a broker)

Broker (Company) Philly Real Estate

Licensee(s) (Name) Johnny Dang

Company License #

State License #

Company Address 2220 Cottman Ave, 2nd floor, PHILA, PA  
19149

Direct Phone(s) (215) 722-0800

Cell Phone(s) (215) 300-3398

Company Phone (215) 722-0800

Email Johnnydang@hotmail.com

Company Fax (215) 722-1892

Licensee(s) is (check only one):

Broker is (check only one):

☐ Seller Agent (Broker represents Seller only)

☐ Seller Agent (all company licensees represent Seller)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

## DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials: JK

ASR Page 1 of 13

Seller Initials: ACC



Pennsylvania Association of Realtors

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rev 1/12; ref 4/12

1. **By this Agreement**, dated October 24, 2018  
 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
2. **PURCHASE PRICE AND DEPOSITS (4-14)**  
 (A) Purchase Price \$100,000.00  
 ( One Hundred Thousand U.S. Dollars), to be paid by Buyer as follows:
- |   |                    |
|---|--------------------|
| 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,<br>if not included with this Agreement: | \$ <u>1,000.00</u> |
| 2. Additional Deposit within _____ days of the Execution Date:  | \$ _____           |
| 3. _____  | \$ _____           |
- Remaining balance will be paid at settlement.
- (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.
- (C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.
3. **SELLER ASSIST (If Applicable) (1-10)**  
 Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.
4. **SETTLEMENT AND POSSESSION (4-14)**  
 (A) Settlement Date is November 30, 2018, or before if Buyer and Seller agree.  
 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.  
 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:  
 (D) For purposes of prorating real estate taxes, the "periods covered" are as follows:  
 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.  
 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.  
 School tax bills for all other school districts are for the period from July 1 to June 30.  
 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here:  
 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here:  
 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.  
 (H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.  
☐ Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.
5. **DATES/TIME IS OF THE ESSENCE (1-10)**  
 (A) Written acceptance of all parties will be on or before: October 26, 2018  
 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.  
 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.  
 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.  
 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

63 Buyer Initials: [Signature]

ASK Page 2 of 13

Seller Initials: [Signature]





12/04/2018

12/04/2018

*D*



# Daniel Carroll

2723 Poplar Street, Philadelphia Pa | 215-880-8225 | dancarroll89@gmail.com

November 9, 2018

Mortgage 12,260.00 Payoff

**Philadelphia Redevelopment Authority:**

We are requesting that the restrictions placed on 2724 George Street be removed.

Sincerely,



Daniel Carroll



Maryanne Carroll

**STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE****ASR**

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

**PARTIES**BUYER(S): Claire Walker  
Keith Wiest, Jr.SELLER(S): DANIEL J & MARYANNE E CARROLL

BUYER'S MAILING ADDRESS:

SELLER'S MAILING ADDRESS:

**PROPERTY**ADDRESS (including postal city) 2723 POPLAR STREET and 2724 GEORGE STREETZIP 19130in the municipality of \_\_\_\_\_, County of PHILADELPHIAin the School District of Philadelphia, in the Commonwealth of Pennsylvania.Tax ID #(s): 292001300 and 292005810

and/or

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): \_\_\_\_\_

**BUYER'S RELATIONSHIP WITH PA LICENSED BROKER**☐ No Business Relationship (Buyer is not represented by a broker)Broker (Company) Coldwell Banker PreferredLicensee(s) (Name) Carol DiamantCompany License # RB067335State License # RS105532ACompany Address 1401 Walnut St 8th Fl, Philadelphia,  
PA 19102

Direct Phone(s) \_\_\_\_\_

Cell Phone(s) (215) 260-1359Company Phone (215) 546-2700Email cdiamant@cbpref.com

Company Fax \_\_\_\_\_

Licensee(s) is (check only one):

Broker is (check only one):

☐ Buyer Agent (all company licensees represent Buyer)☒ Buyer Agent (Broker represents Buyer only)☒ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Dual Agent (See Dual and/or Designated Agent box below)☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)**SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**☐ No Business Relationship (Seller is not represented by a broker)Broker (Company) Modern Real Estate PartnersLicensee(s) (Name) Hilary Lefkowitz-Karaman

Company License # \_\_\_\_\_

State License # RS318196Company Address 2642 E ALLEGHENY AVE, PHILADELPHIA, PA  
19134Direct Phone(s) (215) 919-7497Cell Phone(s) (215) 919-7497Company Phone (215) 423-0924Email hilary@modernrepartners.comCompany Fax (215) 318-9029

Licensee(s) is (check only one):

Broker is (check only one):

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

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

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

Buyer Initials: CW KW

ASR Page 1 of 13

Seller Initials: DC MC

Pennsylvania Association of Realtors®

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rev. 1/18; rel. 4/18

1. **By this Agreement**, dated October 5, 2018,

Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$ ~~\$150,000.00~~ 458,900

( ~~Four hundred fifty thousand~~ Four hundred fifty eighth thousand nine hundred

U.S. Dollars), to be paid by Buyer as follows:

1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ 1,000.00

2. Additional Deposit within \_\_\_\_\_ days of the Execution Date: \$

3. 3 days after execution of reply to inspection \$ 9,000.00

Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_),

who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SELLER ASSIST (If Applicable) (1-10)**

Seller will pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. **SETTLEMENT AND POSSESSION (4-14)**

(A) Settlement Date is November 13, 2018, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here:

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31.

School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

(A) Written acceptance of all parties will be on or before ~~10/06/2018~~ noon

October 7, 2018

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

63 Buyer Initials

DS  
C KW

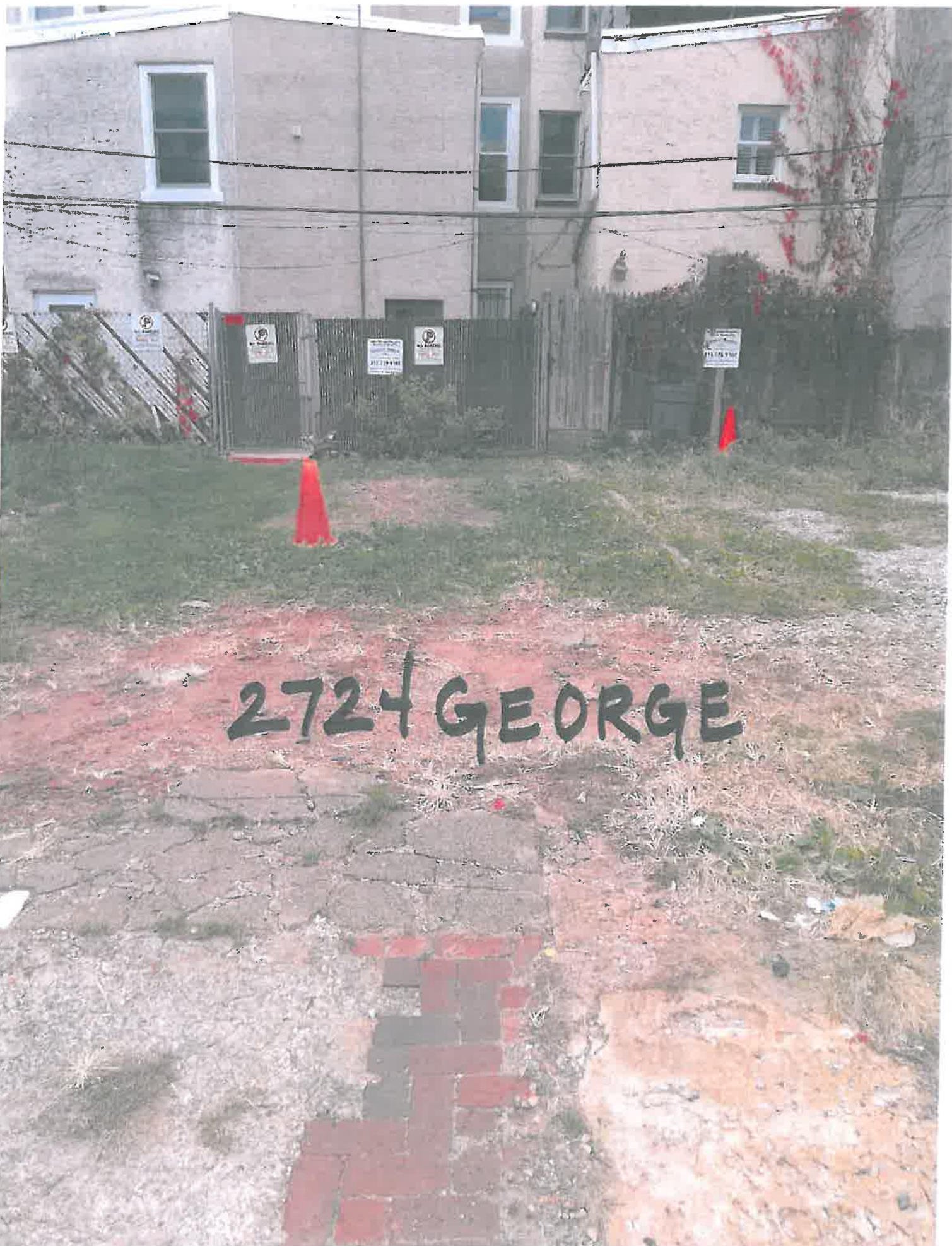
ASR Page 2 of 13

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Seller Initials:

DS MC  
2723 Poplar St.

2724 GEORGE



*E*



**2122 ARIZONA**







2122 ARIZONA

***F***



1820 S. 58th St.

12/05/2018



*G*

1351 E Price St

Hey Susie!

We are under contract to purchase this property and wish to close within the next thirty days. It is to my understanding that there is an RDA restriction that will need to be removed. Please advise as far as the court date that will be in place for the seller to attend.

From there, I understand the paperwork will go back to your office, then to Debbie, then to an in house attorney, and finally the commissioner for signatures at which point the deed restriction will be officially released and the final paperwork will be mailed directly to the seller? (I want to be clear for future reference).

Your office, Ebony especially, has been extremely helpful and pleasant to work with, its greatly appreciated! See attached AOS for this property.

Thank you kindly,

Holly Schuster  
Liberty Bell Investments LLC.

## Contract to Purchase Real Estate

Liberty Ball Investments (And/or Assigns) offer to purchase from Littelle Johns (seller)

the real estate located at 1351 E. Pine St. Phila PA 19138 (Hereinafter called "Real Estate")

This real estate will include all the land and all rights to the land and the property, and all buildings, fixtures, heating, electrical, and plumbing fixtures and facilities, window shades, curtain rods, screens, storm windows and doors, wall-to-wall carpeting, ceiling fans, landscaping, garage door openers, and any oven/ranges, refrigerators, washers/dryers, and window A/C units currently on the premises.

### Purchase price

Purchase price for the property will be \$ 60,000, payable as follows: Cash

### Date of Closing

At the closing, the Seller will give the Buyer a General Warranty Deed with release of dower. The closing will be no later than 12/31/2018. The title will be free and clear, and will not have any building or health department orders against it.

### Possession

Seller will give buyer possession of the property on @ settlement.

Associated costs of transaction will be distributed as follows:

#### 1. Property taxes

Seller will pay all property taxes and assessments due on the date of the closing. Buyer will pay from the date of closing until end of year. If the seller has already paid property taxes, they will be refunded the prorated amount at the date of closing.

#### 2. Transfer taxes

Pennsylvania transfer tax is calculated at 4.1% of the sales price. The total will be split half to the buyer and half to the seller.

#### 3. Other standard closing costs

Buyer will pay for deed preparation and recording, title search, and title insurance. Buyer and seller agree to pay notary or prepatory fees on their own documents.

#### 4. Rents

If the property is currently rented, the damage deposits will be transferred to the Buyer at closing, and the balance of any rents already paid for that month will be transferred to the Buyer at closing. Seller must provide buyer with a valid lease which will be assigned to buyer at settlement.

#### 5. Liens Judgements Back Taxes Mortgages and other debts

Seller is responsible for any and all debts on the property or on their person, including but not limited to: water liens/bills, gas liens/bills, back taxes, personal judgements that appear on title, L&I violation balances and any other debts in order to sell property insurable title to buyer.

### Zoning

Seller certifies that the Real Estate is zoned as used and is not in a historic district, not in a flood plain, and not in an Environmental Quality District. Seller agrees that at the time of closing, the Real Estate will be in the same condition as it is on the date of this offer.

### Inspections & Access

Seller will allow Buyer and/or his inspectors complete access to the property for a whole-house inspection, a wood-destroying pest inspection, and any other inspections the Buyer deems necessary, **all at the Buyer's expense**. If the results of these inspections are not satisfactory to the Buyer, the Buyer will not be obligated to close. Seller will provide Buyer with a key/lockbox/access to the property for the purpose of completing these inspections, as well as a day and evening phone number for all occupants in order to schedule the inspections. Seller understands that although this is an "as-is" deal the buyer has a right to due diligence. This includes but is not limited to, contractor/financing/partner walkthroughs. Further, buyer and seller agree and understand that the buyer is an investor and is entitled to market the property in anyway they may deem necessary prior to settlement.

### Breach of contract

Buyer and Seller agree that, upon any default by the Buyer, Seller will keep any earnest money as full liquidated damages. Earnest money in the amount of \$100.00 will be held at accredited Title Agency: Prosperity Abstract. Buyer and seller agree that upon any default by the Seller, buyer may be reimbursed for the title search fees, any other expenses incurred to complete the transaction, and other losses sustained from the seller's breach of contract.

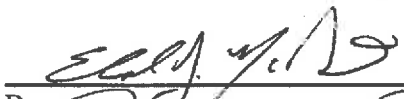
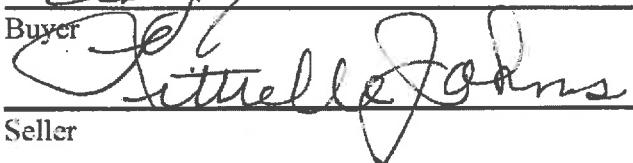
### Automatic Renewal

This contract will automatically renew for 30 days if the title work is still pending by the settlement date.

**Federally mandated lead disclosure clause:** Every Buyer of any interest in residential real property on which a residential dwelling unit was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. If the dwelling unit was built prior to 1978, Buyer has the right to inspect for lead, at Buyer's cost, for a minimum of ten (10) days following contract acceptance. BUYER WAIVES THE RIGHT TO THIS INSPECTION.

### OTHER TERMS:

This offer shall remain open for acceptance until N/A.

	<u>12-4-2018</u>
Buyer	Date
	<u>12-4-2018</u>
Seller	Date

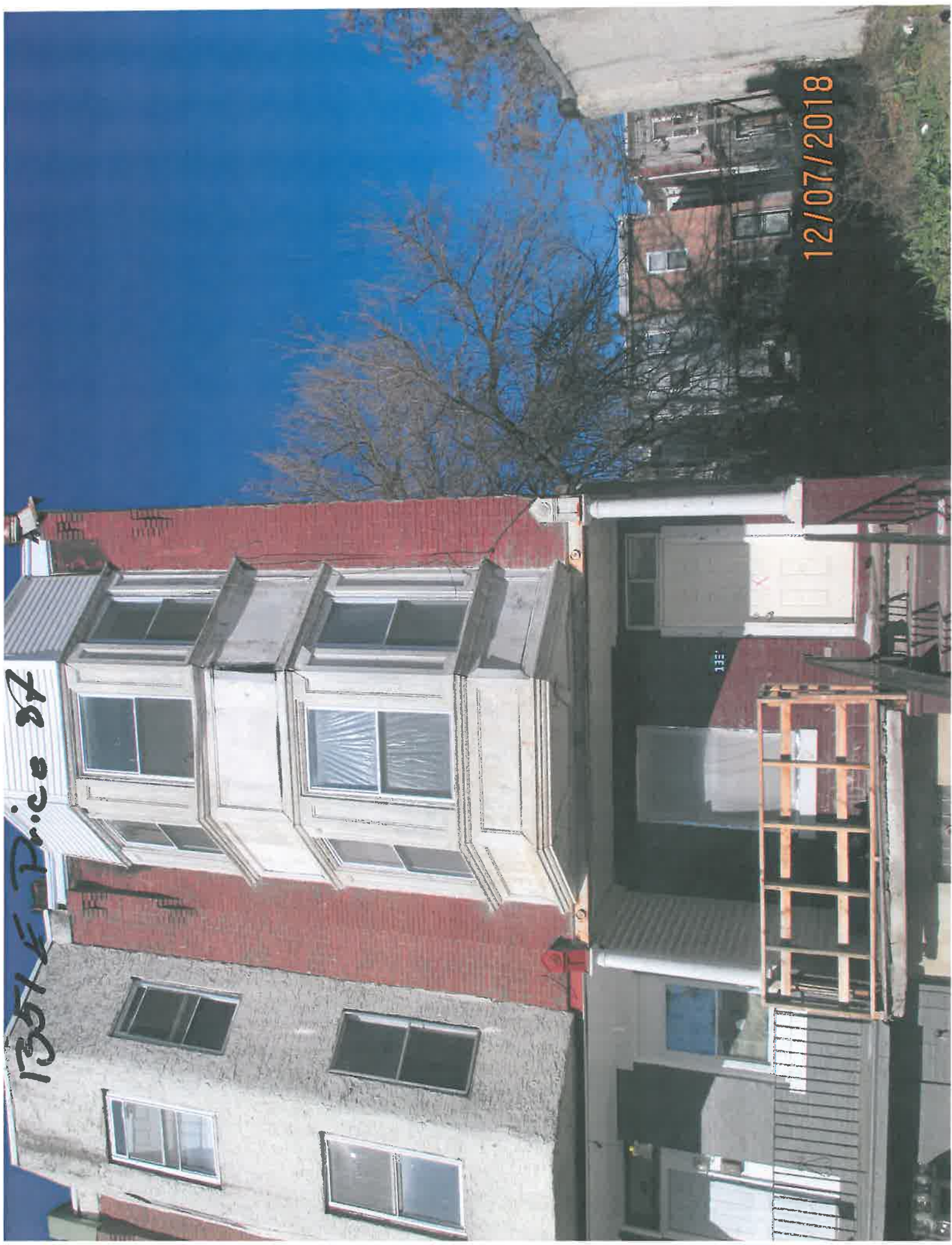
_____ Seller	_____ Date
-----------------	---------------

_____ Witness	_____ Date
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1351 E Pico St

12/07/2018



## MEMORANDUM

*Date: November 15, 2018*

*To: Members of the Vacant Property Review Committee (VPRC)*

*From: Susie D. Harmon, Chairperson VPRC*

*Subject: AD HOC Resolution – Release*

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### *Release of Restriction*

#### *Address*

*2240 W. Oxford Street*

#### *Grantee*

*PHA*

*The committee is being asked to approve the release of restrictions. Please see attached.*

*SDJ/cw*

*Attachment*

X 

Michael Koonce  
Council President Clarke's Office

X 

Mark Dodds  
DHDC

X

Carolyn Placke  
LISC

Garrett O'Dwyer  
PA&DC



X

Jametta Johnson  
Planning





X Lisa Walker

Lisa Walker  
Revenue

X [Signature]

Larry Padilla  
PRA

X [Signature]

Deborah Cunningham  
DPP

X [Signature]

Kevin Hunter  
Commerce

X [Signature]

Ange Rodriguez  
PHDC

Good morning Susie,

In 1962 PHA acquired the Blumberg campus through condemnation. However, for some reason 2240 West Oxford Street was erroneously excluded from the condemnation. The Third District Surveyor incorporated this parcel into the legal description for the Blumberg campus in 1964 and was incorporated into the City Plan. The City, therefore, no longer recognized this parcel independently. In 2014 as part of preparing for the redevelopment of the Blumberg campus PHA pulled title and examined all of the deeds and the eminent domain action and discovered this parcel was never conveyed to PHA or included in the condemnation. PHA worked with the City and this property was conveyed in 2014 through the VPRC process to PHA and the deed included the normal VPRC restrictions (including reverter language).

This property is part of a development phase which will include the new construction of 83 rental units. PHA has all necessary financing approvals and we are trying to close on this development over the next 30 days. However, the deed restrictions are causing issues with the lenders.

Given there was a property located on this site when the campus was initially developed and PHA is currently completing the redevelopment of the campus PHA would like to request removal of the restrictions in the VPRC deed.

I appreciate your assistance with this and let me know if you have any questions or require additional information.

Thanks

Nicholas Dema  
EVP, Planning & Development  
Philadelphia Housing Authority  
3100 Penrose Ferry Road  
Philadelphia, Pa 19145