



SITE ADDRESS: 206 E BROAD ST

Office Use Only:

DATE SUBMITTED: 03.19.2021

HEARING DATE: 04.28.2021

PLACARD: _____

FEE: \$ 500⁰⁰

ZONING CLASSIFICATION: CL

LOT SIZE: 18' x 95' OR 1,710 SF

**APPLICATION FOR APPEAL TO THE CITY OF BETHLEHEM ZONING HEARING BOARD,
10 E. CHURCH STREET, BETHLEHEM, PA 18018**

1. Return one (1) original and seven (7) copies of this application and all supporting documentation to the Zoning Officer, along with the filing fee. Include site plans and/or floor plans as necessary.
2. The application is due by 4PM the 4th Wednesday of the month. The hearing will be held the 4th Wednesday of the next month.
3. If you are submitting MORE THAN 10 exhibits at the hearing, you MUST place them in an indexed binder and submit at one time.

Appeal/Application to the City of Bethlehem Zoning Hearing Board is hereby made by the undersigned for: (check applicable item(s):

- Appeal of the determination of the Zoning Officer
- Appeal from an Enforcement Notice dated _____
- Variance from the City of Bethlehem Zoning Ordinance
- Special Exception permitted under the City Zoning Ordinance
- Other: _____

SECTION 1

APPLICANT:	
Name	<u>LOMAS RE, LLC</u>
Address	<u>210 E. Broad St.</u>
	<u>Bethlehem, PA 18018</u>
Phone:	[REDACTED]
Email:	[REDACTED]
OWNER (if different from Applicant): Note. If Applicant is NOT the owner, attach written	

authorization from the owner of the property when this application is filed.	
Name	David Behar
Address	700 Hagys Ford Rd. Pen Valley PA 19072-1348
Phone:	
Email:	
ATTORNEY (if applicable):	
Name	
Address	
Phone:	
Email:	

SECTION 2. INFORMATION REGARDING THE REAL ESTATE

1. Attach a site plan, drawn to scale, of the real estate. Include existing and proposed natural and man-made features.
2. Attach photographs.
3. If the real estate is presently under Agreement of Sale, attach a copy of the Agreement.
4. If the real estate is presently leased, attached a copy of the present lease.
5. If this real estate has been the object of a prior zoning hearing, attach a copy of the Decision.

SECTION 3.

THE RELIEF SOUGHT:

If the Applicant seeks a dimensional variance for any setback, lot coverage, distance between certain uses, etc., please state the following:

Section of Code	Dimension Required by Code	Dimension Proposed by Applicant	Variance Sought
N/A			

If the Applicant seeks a use or other variance, please state the **specific section(s)** of the Zoning Ordinance applicable and describe the variance sought.

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VARIANCES TO CREATE A TWO-FAMILY SEMI-DETACHED DWELLING; TO WAIVE THE REQUIREMENT FOR A COMMERCIAL USE ON THE FRONT STREET LEVEL & TO WAIVE THE OFF-STREET PARKING.

If the Applicant seeks a Special Exception, please state the **specific section (s)** of Zoning Ordinance applicable: _____

If the Applicant seeks an appeal from an interpretation of the Zoning Officer, state the remedy sought in accordance with Sec. 1325.11 (b):

NARRATIVE

A brief statement reflecting why zoning relief is sought and should be granted must be submitted.

CERTIFICATION

I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge and belief.

I also certify that I understand that any and all federal, state or local rules and regulations, licenses and approvals shall be obtained if the appeal is granted.

Applicant's Signature

Date

Property owner's Signature

Date

Received by

Date

NOTICE: If the Decision of the Zoning Hearing Board is appealed, the appellant is responsible for the cost of the transcript.

~~N/A~~

If the Applicant seeks a Special Exception, please state the **specific section (s)** of Zoning Ordinance applicable:

~~Article 1323. Change of non-conforming use to another non-conforming use. See Article 1323.07 and Narrative.~~

If the Applicant seeks an appeal from an interpretation of the Zoning Officer, state the remedy sought in accordance with Sec. 1325.11 (b):

~~N/A~~

NARRATIVE

A brief statement reflecting why zoning relief is sought and should be granted must be submitted.

CERTIFICATION

I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge and belief.

I also certify that I understand that any and all federal, state or local rules and regulations, licenses and approvals shall be obtained if the appeal is granted.


Applicant's Signature Michael A. Santonasto,
Manager LOMAS RE, LLC

03/07/2021
Date


Property owner's Signature David Behar

3/7/2021
Date

Received by _____

Date _____

NOTICE: If the Decision of the Zoning Hearing Board is appealed, the appellant is responsible for the cost of the transcript.

206 E. Broad Narrative

Zoning History

206 E. Broad St. is presently zoned for mix-use 2 units. 1 residential unit on the second and third floors and 1 professional office on the first floor. As of February 21, 2021, this is a permitted use in the CL district. The applicant seeks a variance to convert the existing use to a non-conforming use, multi-family housing by returning the first-floor professional office in a residential unit.

In 1987 this building was granted a special exception and dimensional variances for use as apartments, this included relief from off street parking requirements. A copy of the decision is attached as Exhibit "A". I believe that this variance runs with the land and would alleviate any parking requirements.

Soon after in January of 1988, a special exception was granted to permit an office in the first-floor unit. The carbon copy of the special exception application and grant is unintelligible, and the Applicant is not in possession of a legible copy. The preceding information was provided by the zoning officer. The office use was for the current owner Dr. David Behar to perform counseling and psychology services.

In 2018, a new provision of the Zoning Ordinances 1305(a) Multi-Family Dwellings restricted the use of first floor commercial uses to "...principal retail, restaurant or personal service use...". This created a non-conformity in that professional offices do not qualify as "...principal retail, restaurant or personal service use...". Then, in February of 2021, City Council amended the Zoning Ordinance to lift the restriction of "...principal retail, restaurant or personal service use..." to include professional offices. This made the non-conforming use, conforming.

Building History

The Building was constructed as a single-family twin home in about 1900. It retains all of the exterior features of a single-family home and was never externally converted to possess any commercial features. Similarly, the interior is a single-family home divided into two units, in 1988 when the property owner was granted relief to convert to a first-floor office no specific actions were taken, other than the removal of a small kitchen, to convert the first-floor residential unit into an office. Therefore, there is no signage, no reinforced floors, display windows, commercial demising walls, commercial plumbing or commercial electrical service. The building retains all residential characteristics. The building does retain separate entrances, bathrooms, electrical meters and other features of a 2-unit residential building. The first floor is approximately 700 square feet and does not possess a center hallway or other features that would enable construction of separate rooms within the "office". Lastly, although the Zoning amendment of February 2021 was intended to expand the use of the first-floor units in the CL district it actually made relief for a special exception to become relief for a variance. Further, the non-existent market for such a commercial space should also be taken into consideration.

Relief

The Applicant seeks a variance to convert the existing conforming commercial professional office use to a residential use use, and in doing so will introduce evidence that:

1. The property is burdened by unique physical circumstances to this property in the CL district within the general vicinity of the 200 block of E. Broad St. including but not limited to the only twin building on the block and a purely residential construction and appearance. The property

further is the narrowest and smallest lot on the 200 block of East Broad. It further has "party wall" obligations to the neighboring twin which limits development which does not affect any other property on the 200 block of East Broad St.

2. Due to the design construction and layout of the building it cannot be used in strict conformity as a commercial first floor use.
3. The appellant did not create the hardship it has existed since the building was constructed and in fact was previously approved for a 2-unit residential unit and was constructed as such.
4. There would be no change to the essential character of the neighborhood, except an improvement to the façade of the building and its use would be in conformity with the surrounding uses.
5. The relief requested is the minimum relief needed to use the building in conformity with the zoning ordinance.

In sum, this building was constructed as a residential unit, was approved and then modified to be a 2 unit residential and has no workable features to create a functional or desirable commercial space.

AGREEMENT OF SALE FOR REAL ESTATE

7th THIS AGREEMENT OF SALE FOR REAL ESTATE ("Agreement") is made this day of March, 2021 (the "Effective Date"), by and between David Behar (hereinafter "Seller") on the one part AND LOMAS RE, LLC, (hereinafter collectively the "Buyer") on the other part (Buyer and Seller may be collectively referred to as the "Parties").

RECITALS

WHEREAS, Seller is the fee simple owner of certain property together with the improvements thereon located in the City of Bethlehem having an address 206 E. Broad St., Bethlehem, PA; being identified as Northampton County Tax Parcel ID No. P6NE1C 16 1 0204, attached hereto; (hereinafter, the "Property") and

WHEREAS, Buyer desires to buy and Sellers Desires to sell said Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. SALE OF PROPERTY. The above recitals are incorporated herein by this reference. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, together with all privileges and appurtenances pertaining to the Property including and all existing items permanently installed in the Property, together with all plumbing, heating, radiator covers, light fixtures, fencing, garage door openers, keys, television antennas, satellite dishes, unpotted shrubbery, plantings, smoke and carbon monoxide detectors; sump pumps, fencing, mailboxes, carpeting, window coverings, oven/range, refrigerator, microwave and any other built in appliances. Buyer agrees that Seller may, but shall be under no obligation to, remove any personal property of Seller that may currently be at the Property prior to Closing. Because Seller has agreed to permit the lease to continue up through Closing, Seller shall not be obligated to deliver the Property to Buyer at Closing in any particular condition of cleanliness. The Property shall be delivered free and clear of all other liens and encumbrances.

2. PURCHASE PRICE. The purchase price to be paid by Buyer to Seller for the sale of the Property shall ~~be \$200,000.00~~ _____ Dollars (the "Purchase Price") subject to all adjustments and prorations as provided for herein, and which shall be payable at Closing (as hereinafter defined). Buyer shall pay to Seller (directly, or indirectly through the Title Company) the Purchase Price by wire transfer or other form of immediately available funds.

3. APPROVAL OF AGREEMENT. Once executed by Buyer, this shall be deemed a firm offer. This Agreement shall become binding on the date that it is fully executed by Seller ("Effective Date"). Notwithstanding the above, if this Agreement is not executed by both Parties within (14) days from the date hereof, it shall be deemed void and of no force and effect.

4. CONTINGENCIES.

A. Financing. Buyer shall within twenty (20) days of the date herewith apply for mortgage financing at commercially reasonable rates and take all reasonable steps to procure said financing. Buyer shall be entitled to terminate this Agreement without penalty or recourse by Seller if Buyer cannot obtain Mortgage Financing by Closing. -

B. Title. Within Twenty (20) days of the date of this Agreement, Buyer may obtain at Buyer's sole cost and expense, a title insurance commitment issued by a title company of Buyer's choosing. Title is to be good and marketable such that it will be insurable at regular rates. In the event that (i) title is not good and marketable and insurable at regular rates; or (ii) legal access to the Property cannot be established to the reasonable satisfaction of Buyer; or (iii) a survey or legal description of the Property discloses a material encroachment or infringement on neighboring property or the Property or a material violation of setback or other applicable land use requirements; Buyer may present a title objection letter to Seller's legal counsel setting forth any valid objections to title together with a copy of the title commitment and any underlying exceptions to which Buyer is objecting. Any exceptions to which Buyer does not object shall be deemed "Permitted Exceptions", except that Buyer shall be deemed to have automatically objected to any and all deeds of trust, mortgages and municipal liens, judgment liens, and other monetary liens against the Property without need to include such objections in a formal title objection letter and the same shall not be deemed Permitted Exceptions.

Following delivery of the title objection letter, Seller shall have five (5) business days in which to notify Buyer, in writing, as to whether Seller intends to cure the objections on or before Closing. If Seller does not elect to cure the objections, Buyer shall have five (5) business days to either accept the Property with all such objections and without abatement of the Purchase Price, accept the Property and attempt to negotiate an abatement of the Purchase Price, or terminate this Agreement in which event the Deposit shall be released to Buyer and there shall be no further liability or obligation on either of the parties hereto, and this Agreement shall become null and void (except for any provisions and obligations which by the terms of this Agreement are to survive termination of this Agreement). In the event that Buyer does not timely terminate this Agreement in accordance with the above, the Deposit shall become nonrefundable, and Buyer shall be deemed to have waived all objections to title. Notwithstanding the foregoing, any deeds of trust, mortgages, judgment liens, and other monetary liens against the Property shall be removed by Seller at or before Closing, whether or not Buyer gives Seller written notice.

C. Zoning Contingency. Buyer shall investigate, make application for or otherwise obtain zoning which permits two residential units at the Property. Buyer shall be entitled to terminate the Agreement without penalty or recourse by Seller if they are unable to obtain Zoning as described herein.

5. MAINTENANCE AND RISK OF LOSS. Seller shall bear the risk of loss with respect to the Property from fire or other casualty until Closing. In the event the Property is substantially damaged or destroyed through no fault of Buyer or the tenants, and the Property is not repaired or replaced to its near present condition prior to Closing, either party shall have the option to terminate this Agreement by written notice. In the event that the Agreement is terminated pursuant to this provision and where the loss is in no way attributable to the Buyer, the Deposit shall be returned to Buyer. The risk of loss shall transfer to Buyer at Closing.

6. FEES, EXPENSES. Except as otherwise provided for in this Agreement, Buyer and Seller agree that each shall pay their own costs and expenses (including, without limitation, legal fees) incident to the negotiation, preparation, and execution of this Agreement.

7. BROKERS. Each Party represents that no Brokers were involved in this transaction and that no broker's fee will be do or payable at closing. Buyer and Seller shall indemnify, defend, and hold the other party harmless against any and all claims, losses, liabilities, or expenses asserted against the other party as a result of the indemnifying party's dealings, arrangements, or agreements with any such broker or person.

8. CLOSING DATE AND PROCEDURE. Settlement of the transaction provided herein shall take place on or before 20 days after the satisfaction of the Contingencies described herein, anticipated to be on or before May 1, 2021. The Closing date is subject to a reasonable extension for the purposes of obtaining financing, zoning, or a title insurance commitment. Closing shall occur at such time and location as the Parties shall agree to in writing ("Closing"). Buyer's Title Company shall provide Settlement Agent services handle disbursement of funds, payoffs, proper execution, and recording of the Deed, etc. At Closing:

A. Seller shall deliver to Buyer a fully executed and acknowledged Deed for the Property, as well as such other instruments and documents as may be reasonably required by Buyer.

B. Buyer shall disburse to Seller the balance of the Purchase Price in the form of immediately available funds, and such other instruments and documents as may be reasonably required by the Seller, Seller's counsel, or the Closing Agent, if any.

C. Buyer and Seller shall divide evenly Realty Transfer Taxes chargeable in connection with this sale.

D. Rent Paid for the month of Closing, and all real estate taxes, fees and other lienable charges affecting the Property, shall be prorated between Seller and Buyer as of the date of Closing.

E. Seller shall cause the deed to be prepared, and Buyer shall be responsible for the costs for preparing and recording the deed, as well as any mortgage in connection with this transaction.

9. BREACH. Buyer and Seller agree that based upon the circumstances now existing, known and unknown, it would be impractical or extremely difficult to establish Seller's damages by reason of Buyer's default in failing to Close on the transaction. Accordingly, Buyer and Seller agree that it would be reasonable at such time to award Seller "liquidated damages" equal to the amount of the Deposit, plus Seller's out of pocket costs and fees, up to, but not to exceed \$2,500.00. Seller and Buyer acknowledge and agree that the foregoing amount is reasonable as liquidated damages and shall be Seller's sole and exclusive remedy in lieu of any other relief, right, or

remedy, at law or in equity, to which Seller might otherwise be entitled by reason of Buyer's default under this Agreement.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller covenants, represents, and warrants to Buyer, that the following are true, correct, and complete as of the date hereof, and that the following shall be true, correct and complete as of Closing to Seller's actual knowledge:

A. Seller has full power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and each of the other agreements, instruments, and documents herein required to be made or delivered by Seller pursuant hereto.

B. Seller shall promptly provide written notice to Buyer of any circumstances or facts of which Seller becomes aware that would render Seller's representations and warranties contained in this Agreement to be incorrect or misleading in any material way.

C. That this Agreement has been executed by Seller in the capacity stated and when so executed, it shall be a legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforcement of creditors' rights and doctrines of equity relating to the availability of specific performance as a remedy.

D. That there are no pending actions, suits, arbitrations, claims, or proceedings at law, in equity, or otherwise affecting, or which may affect, Seller's portion of the Property or in which Seller is a party that would have a material adverse effect on Seller's ability to consummate this transaction in accordance with its terms.

11. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer covenants, represents, and warrants to Seller, intending for Seller to rely hereon, that the following are true, correct, and complete as of the date hereof, and that the following shall be true, correct, and complete as of Closing to the best of Buyer's knowledge:

A. Buyer has full power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and each of the other agreements, instruments and documents herein required to be made or delivered by Buyer pursuant hereto, and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement.

B. All consents and other authorizations of any kind whatsoever from any third parties which are or will be required for Buyer to carry out the terms and conditions of this Agreement have been or will be obtained by Buyer.

C. Buyer shall promptly provide written notice to Seller of any circumstances or facts of which Buyer becomes aware that would render Buyer's representations and warranties contained in this Agreement to be incorrect or misleading in any material way.

D. That this Agreement has been executed by Buyer, and when so executed, are and shall be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, or

other laws affecting generally the enforcement of creditors' rights and doctrines of equity relating to the availability of specific performance as a remedy.

E. That, to the best of Buyer's knowledge, there are no pending actions, suits, arbitrations, claims, or proceedings, at law, in equity or otherwise adversely affecting, or which may adversely affect, Buyer's ability to complete the transaction contemplated by this Agreement.

F. Buyer has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

G. That, to the best of Buyer's knowledge, Buyer's representations and warranties herein are true and correct in all material respects and do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made, and to be made, not misleading.

12. ASSIGNMENT. This Agreement may be assigned by Buyer. This Agreement shall be binding upon the parties hereto and their successors and any permitted assigns.

13. ATTORNEY REVIEW. Either party may rescind this Agreement without consequence on or before March 11, 2021, by letter by an attorney terminating this Agreement.

14. MUNICIPAL INSPECTION. If required, then following the execution date of this agreement, Seller will contact the Housing Inspections Officer to schedule an inspection of the Property at Buyer's expense. Seller shall provide the results of the inspection to Buyer within five days of receipt of the same. Seller shall not be responsible for correcting or making any repairs or improvements required by the City in connection with the inspection, all of which shall be the sole responsibility of Buyer following Closing.

15. IMPORTANT NOTICES AND DISCLOSURES:

A. Building and Zoning Codes: Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation beltways and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules, or regulations.

B. Environmental Hazards; Lead Paint Disclosure: Because the Property was constructed prior to 1978, it may contain lead paint. Lead paint may place young children at risk of lead poisoning, which is known to cause, among other things, permanent neurological damage. For more information see, <https://www.epa.gov/lead/protect-your-family-lead-your-home>.

C. Seller is not aware of any other Environmental hazards affecting the Property. However, this does not mean that they do not exist. It is Buyer's responsibility to be informed and take additional steps to further investigate. Some potential hazards that may be found include:

- Radon (www.epa.gov/radon)
- Floods (www.epa.gov/ebtpages/emernaturaldisasterfloods.html)
- Methamphetamine Labs
- Wood-Burning Devices (www.epa.gov/iaq/pubs/combust.html)
- Underground Storage Tanks (www.epa.gov)
- Well and Septic
(www.epa.gov/ebtpages/watergroundwaterwells.html)
- Contaminated Soils
(www.epa.gov/ebtpages/pollsoilcontaminants.html)
- Groundwater (www.epa.gov/safewater/protect/citguide.html)

For more information on environmental hazards, visit www.epa.gov.

D. Notice Regarding Sex Offenders: The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa. C.S. Section 9791 et. seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a Property or to check the information on the Pennsylvania State Police website at www.pameganslaw.state.pa.us.

E. Property Tax Disclosure. Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership, use, or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.

16. MISCELLANEOUS.

A. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. This Agreement contains the final and entire agreement between the parties hereto and shall supersede all prior contracts, agreements, and arrangements, oral or written, between the parties and is intended to be an integration of all prior negotiations and understandings with respect to the sale and purchase of the Property. This Agreement may not be amended, modified, or rescinded, except in writing, signed by Buyer and Seller, and any attempt at oral modification of this Agreement shall be void and of no effect.

C. No waiver of any of the provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced.

D. Unless otherwise indicated, time is of the essence in this Agreement with respect to each and every term, provision, covenant, and obligation of the parties under this Agreement. Notwithstanding the forgoing, the Parties recognize and acknowledge that the Coronavirus (COVID-19) pandemic and government responses thereto, may have a direct impact on the Parties' ability to meet or comply with certain timelines set forth in this Agreement. Accordingly, the Parties are agreed that if either Party, without fault and despite the exercise of good faith, commercially reasonable diligence, is unable to timely satisfy or carry out any requirement, covenant, obligation, condition, or other item required under this Agreement on account of Coronavirus (COVID-19) related (i). federal, state, or local restrictions, (ii). travel bans, (iii). stay-at-home orders, (iv.) quarantine or isolation requirements, or (v.) closures of offices, or other delays attributable to third party businesses or institutions whose services are material to this Agreement, then such delay shall be deemed excusable if the Party failing to timely perform notifies the other Party in writing as soon as practicable of the nature and anticipated extent of the delay. In such event, the deadline, and other deadlines and dates directly affected by such delay, including settlement, shall be extended for the lesser of ten (10) days, or the minimum amount of time reasonably necessary under the circumstances to allow the affected Party to satisfy or carry out the obligation with the exercise good faith commercially reasonable diligence.

E. This Agreement shall be deemed to be made under, and performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.

F. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement.

G. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Eastern Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

H. Following Closing, for no further consideration, Buyer and Seller shall each perform such other acts and shall execute, acknowledge and deliver such additional documents as any party may reasonably request to vest in Buyer all of Seller's right, title, interest, and enjoyment of the Property, to carry out the transactions contemplated by this Agreement, and to protect each party's rights under this Agreement.

I. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Executed signature pages to this Agreement may be exchanged by facsimile transmission or electronic mail between the parties and shall be legally binding against the party transmitting in such manner.

J. This Agreement has been prepared by Buyer's attorney as a matter of convenience only, and Seller has had an opportunity to seek advice of independent counsel;

accordingly, Buyer and Seller agree that this Agreement should not be interpreted in favor of any party or against any party merely because of such party's efforts in preparing it. Buyer is encouraged to have the Agreement reviewed by independent counsel.

K. The terms and provisions of this Agreement are intended solely for the benefit of the Buyer and the Seller and their respective successors and permitted assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third party beneficiary rights upon any other person or entity.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement intending to be legally bound hereby.

WITNESS/ATTEST:



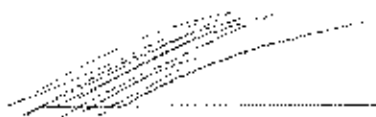
BUYER:



Michael A. Santanasto, Manager
LOMAS RE, LLC

Date: 3/1/21

WITNESS/ATTEST:



SELLER:



David Behar

Date: 3/1/21

City of Bethlehem

INDUSTRY • EDUCATION • RELIGION • MUSIC • RECREATION
AN EQUAL OPPORTUNITY EMPLOYER

Jack Burke, Sr.
3734 History Lane Drive
Virginia Beach, VA 23452

BUREAU OF INSPECTIONS
(215) 865-7094

March 26, 1987

RE: 206 East Broad Street, Bethlehem, PA.

Dear Mr. Burke:

This is to inform you that your appeal for a Special Exception to convert two structures into apartments, also; for Variances from the lot area and off street parking requirements

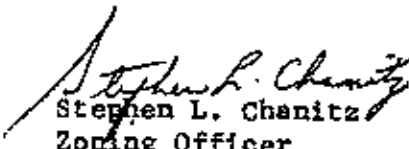
which was heard on March 25, 1987 has been GRANTED
by the Zoning Hearing Board.

The FINDING OF FACTS on the Board's decision will be sent to you as soon as it has been completed.

If there are any questions concerning this appeal or decision, kindly contact the Zoning Office at City Center or call us at 865-7094.

Very truly yours,

SLC:llh


Stephen L. Chanitz
Zoning Officer

cc: Albert Young, Jr.



10 EAST CHURCH STREET, BETHLEHEM, PENNSYLVANIA 18018

E. A.







DAVID BEHAR, M.D.







