

AGENDA

A public meeting of the City of Altoona Zoning Hearing Board will be held on Wednesday, **November 8, 2023 at 1:15 p.m.** in the 4th Floor Conference Room at City Hall, 1301 12th Street, Altoona, Pennsylvania.

604 7th St/ Martin Oil Company

Requesting a Special Exception to install a digital sign for an existing business in a Residential-Commercial Mixed-Use Zone, §800-63.

712 13th St & 1221 8th Ave/ RK II, LLC

Requesting a Special Exception to build an off-site parking lot for an existing business located at 1224 7th Avenue. Premises is located in a Neighborhood Business Commercial Zone, §800-53(C)(2).

214 26th Ave/ Phil Gaida

Requesting a Special Exception to operate a Student Home in a Suburban Residential Zone, §800-47(C)(7).

1301 12th Street, Suite 103
Altoona, PA 16601
Phone (814) 949-2456
Fax (814) 949-2203



DEPARTMENT OF CODES AND INSPECTIONS

ZONING APPEAL APPLICATION – ALTOONA PLANNING CODE

(instructions located on reverse side)

PROPERTY LOCATION: 604 Seventh Street Altoona, PA 16601

PURPOSE OF APPEAL: Install double face internally illuminated sign cabinet with two electronic price change digits.

DESCRIPTION OF PREMISES: Martin Oil Company

USE OF PREMISES: Gas Station

OFF-STREET PARKING: _____

Please fill in all portions below, "same" and "non-applicable" if needed

PROPERTY OWNER INFORMATION

Name: Martin Oil Company

Address: 604 Seventh Street Altoona, PA 16601

Phone: (814)742-9228 Ext. 136 Email: tammyspurlin@martinoilco.com

APPLICANT INFORMATION:

Name: PA Signs LLC d/b/a Sekula Signs

Address: 811 S Brady Street Dubois, PA 15801

Phone: (814) 371-4650 Email: tiffanee@sekulasigns.com

DESIGN PROFESSIONAL INFORMATION

Name: LCS Professional Engineers Inc.

Address: 212 West Long Avenue Dubois, PA 15801

Phone: (814) 299-7774 Email: lcspe@lcspe.com

SIGNATURE OF APPLICANT:  / Sekula Signs DATE: 9/25/2023

OFFICE
USE
ONLY

- VARIANCE APPEAL DETERMINATION OTHER
 SPECIAL EXCEPTION APPEAL VIOLATION NOTICE

PREVIOUS APPEAL TO ZONING HEARING BOARD? YES NO UNKNOWN

SECTIONS AND PROVISIONS OF ZONING ORDINANCE RELIED UPON: _____

Special Exception Narrative

Sekula Signs – Martin Oil

604 Seventh Street
Altoona, PA 16601

We at Sekula Signs, on behalf of Martin Oil, are contacting you with a request for a special exception for their location at 604 Seventh Street in Altoona because it is situated in a Residential-Commercial Mixed-Use Zone.

We are requesting approval to install a new double-faced internally illuminated sign cabinet with two double-faced electronic price changing digits on their existing support columns. The electronic digits will remain steady and unchanged, except for pricing updates, which are automated through their Point-of-Sale system. With limited staffing, this change will assist the location with always having the most up-to-date pricing while not burdening limited staff with an extra task. This signage will not burden residents or motorists due to distances and brightness. There will be no flashing, blinking or animation.

If this special exception is granted, this signage meets all the requirements of § 800-63 and § 800-64.

Sign sizes:

- (1) 5'-0"H x 5'-0"W double-faced Martin Oil identification sign (new faces for existing cabinet)
- (1) 1'-5-3/4"H x 2'-11-1/4"W double-faced red electronic price changer with "REG UNL" header panel
- (1) 1'-5-3/4"H x 2'-11-1/4"W double-faced amber electronic price changer with "OFF RD DSL" header panel

To be installed on existing sign structure

FILE:

DRAWING TYPE: B

DRAWN BY: CK

SCALE: 3/8" = 1'-0"

LISTED
LOCATION: #884808-001
FILE: #E155488
THIS SIGN IS APPROVED TO BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES.
PA SIGNAGE REGULATIONS



Sekula Signs
811 South Brady Street
Dubois, PA 15801
Phone: (814) 371-4850
Fax: (814) 371-8281
PASIGNS.COM

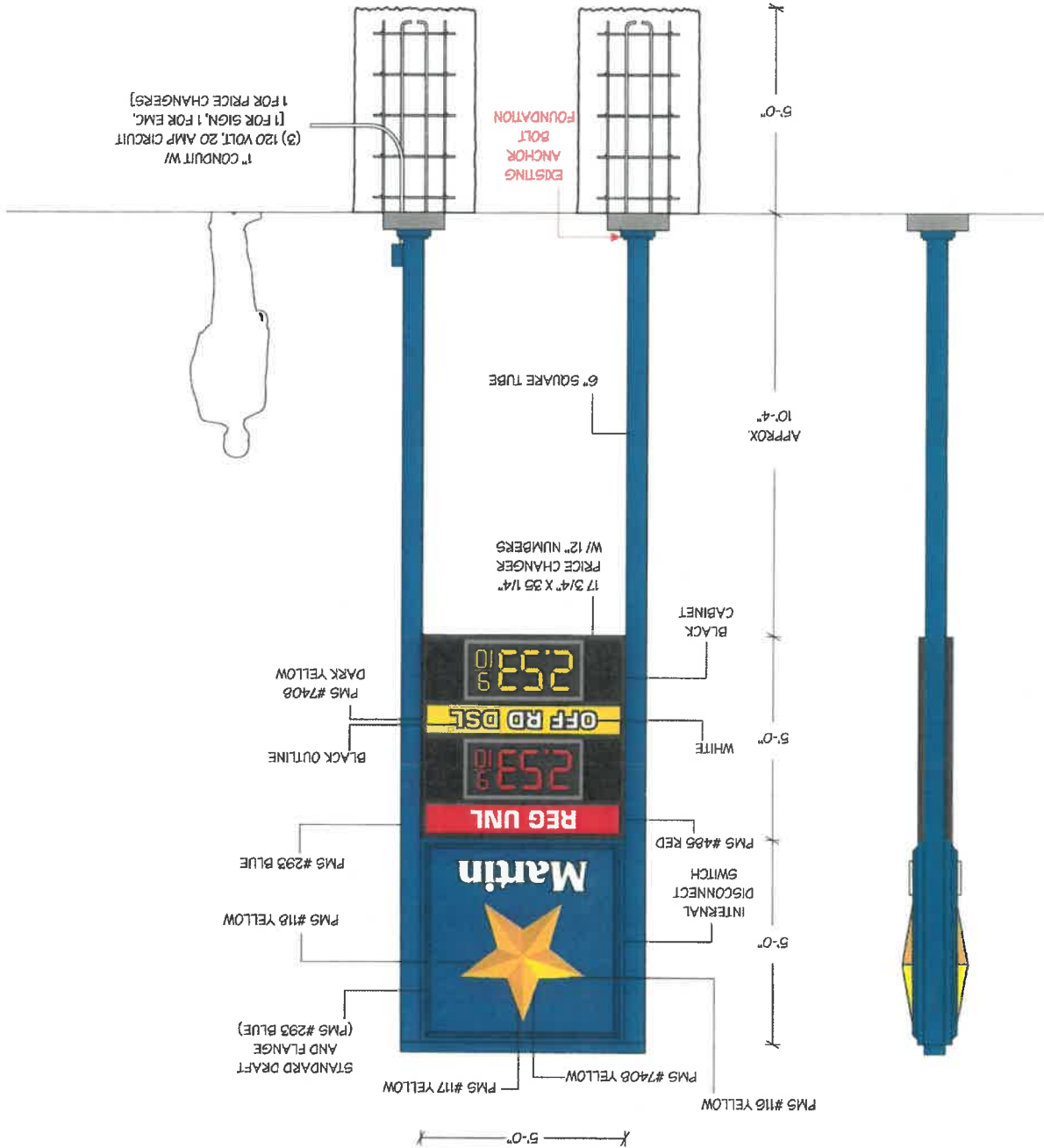
PA Signs, LLC
and Sekula Signs
This is an engineering drawing created by PA Signs, LLC. It is intended for use as a guide only. It is not to be used for construction or installation without the approval of PA Signs, LLC. The user assumes all liability for any damage or injury resulting from the use of this drawing.

DATE:

CUSTOMER APPROVAL
SIGNED:

5'-0" H X 5'-0" W DOUBLE FACE INTERNALLY ILLUMINATED SIGN
LEXAN FAN-FORMED FACES W/ EMBOSSED STAR & LETTERS
5'-0" H X 5'-0" W DOUBLE FACE INTERNALLY ILLUMINATED SIGN
ROUTER CUT ALUMINUM FACES W/ WHITE ACRYLIC BACK-UP
[[1] RED, [[1] AMBER]
INSTALL ON EXISTING SQUARE TUBES

1" CONDUIT W/
(2) 120 VOLT, 20 AMP CIRCUIT
[1] FOR SIGN, 1 FOR E.M.C.
[1] FOR PRICE CHANGERS]



NO. 230696-03-A2

DATE: 8-25-23

MARTIN OIL COMPANY | ALTONA LOCATION
(604 SEVENTH STREET - ALTONA, PA)

FILE:

DRAWING TYPE: B

DRAWN BY: CK

SCALE: NONE

CUSTOMER APPROVAL SIGNED:
APPROVAL SIGNED:
LISTED
Location: #884808-001
FIT#: #E158488



PA Signs, LLC
and Sekula Signs
811 South Brady Street
Dubois, PA 15801
Phone: (814) 371-4650
Fax: (814) 371-2281
PA SIGNS.COM



5'-0" H X 5'-0" W DOUBLE FACE INTERNALLY ILLUMINATED SIGN
LEXAN PAN-FORMED FACES W/ EMBOSSED STAR & LETTERS
5'-0" H X 5'-0" W DOUBLE FACE INTERNALLY ILLUMINATED SIGN
ROUTER CUT ALUMINUM FACES W/ WHITE ACRYLIC BACK-UP
(2) 1"-5/8" H X 2'-11-1/4" W DIGITAL PRICE CHANGERS
(1) RED, (1) AMBER
INSTALL ON EXISTING SQUARE TUBES

Chapter 800. Zoning

Article VI. Signs

§ 800-63. Sign characteristics by district.

[Amended 7-12-2017 by Ord. No. 5706]

- A. The size, location, and number of signs on the lot must conform with any limitations listed in Sign Table A (see § 800-62), and the characteristics of the sign must conform with the limitations of Sign Table E. In Table E, a "P" signifies that the characteristic is allowed in the column's zoning district, while "N" signifies that the characteristic is not allowed. A "SE" signifies that the characteristic is allowed only as a special exception, subject to the Zoning Hearing Board finding that the sign will not impact residences or motorists due to sign specific distances, shielding, brightness, and/or hours of operation.
- B. All permitted signs must follow the requirements of § 800-64, Design, construction and maintenance. No electronic screen sign shall be brighter than 0.3 footcandle above ambient light conditions. Notwithstanding the regulations in Table E below, electronic screen signs are permitted within 20 feet of the 17th Street right-of-way between the railroad and 4th Avenue.

Sign Table E

Sign Characteristics By District

Sign Type	R-S	R-SH	R-L	R-MU	R-U	M-RC	C-NB	C-HB	C-CB	I-L	I-G
Animation	N	N	N	N	N	N	N	P	P	P	P
Changeable copy	N	N	N	N	N	N	P	P	P	P	P
Internal illumination	N	N	N	N	N	P	P	P	P	P	P
External illumination	N	N	N	N	N	P	P	P	P	P	P
Exposed bulbs or neon illumination	N	N	N	N	N	N	N	P	P	P	P
Electronic screen signs (LED, LCD, or similar technology)	N	N	N	N	N	SE	SE	P	SE	SE	P



ZONING APPEAL APPLICATION – ALTOONA PLANNING CODE

(INSTRUCTIONS LOCATED ON REVERSE SIDE)

PROPERTY LOCATION: 7th Ave & 13 Street (building) ; 8th Ave & 13th Street (parking lot)
PURPOSE OF APPEAL: Off-Site Parking lot for Dr. Chopra office expansion. special exception request
DESCRIPTION OF PREMISES: open space
USE OF PREMISES: C-NB
OFF-STREET PARKING: Yes

PLEASE FILL IN ALL PORTIONS BELOW, "SAME" AND "NON-APPLICABLE" IF NEEDED

PROPERTY OWNER INFORMATION

NAME: RK II, LLC	
ADDRESS: 1224 7th Avenue, Altoona, PA 16602	
PHONE: 814-944-8784	EMAIL: rakeshkedar@gmail.com

APPLICANT INFORMATION

NAME: Same as owner	
ADDRESS:	
PHONE:	EMAIL:

DESIGN PROFESSIONAL INFORMATION

NAME: Keller Engineers, Inc. (Jared Keller)	
ADDRESS: 420 Allegheny Street, Hollidaysburg, PA 16648	
PHONE: 814-696-7430	EMAIL: jjkeller@keller-engineers.com

 SIGNATURE OF APPLICANT

10/14/2023

 DATE

OFFICE USE ONLY

<input type="checkbox"/> VARIANCE \$500.00	<input type="checkbox"/> APPEAL DETERMINATION \$500.00	<input type="checkbox"/> OTHER
<input type="checkbox"/> SPECIAL EXCEPTION \$500.00	<input type="checkbox"/> APPEAL VIOLATION NOTICE \$500.00	
PREVIOUS APPEAL TO ZONING HEARING BOARD? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN		
SECTIONS AND PROVISIONS OF ZONING ORDINANCE RELIED UPON:		



420 Allegheny Street
Hollidaysburg, PA 16648
Phone: 814.696.7430
Fax: 814.696.0150
www.keller-engineers.com

ZONING NARRATIVE
DR. CHOPRA OFFICE EXPANSION FOR RK II, LLC
PROJECT # 3037-2 OCTOBER 13, 2023

NARRATIVE

RK II, LLC would like to construct a building addition to their office located at 1224 7th Avenue, but the parking lot will be located across the alley along 8th Avenue. This condition constitutes an off-site parking plan, which requires a Special Exception application.

The parking lot meets the Special Exception criteria in the following manner:

1. There is no space on the principal lot for parking.
2. The center of the lot is 100' from the principal use (<400').
3. There is sufficient space to accommodate the required number of parking spaces, parking setbacks, and the landscaping required by the SALDO.
4. The maximum parking allowance will not be exceeded.
5. The parking lot will not have a deleterious effect on the neighborhood. Due to the required landscaping, it should improve the block.
6. No structures will be demolished to create the parking lot.

EXH

KELLER ENGINEERS, INC.
PLANNING & ZONING BOARD
DATE: 10/16/13
DRAWN BY: JAC
CHECKED BY: JAC
SCALE: AS SHOWN
PROJECT: DR. CHOPRA OFFICE EXPANSION
CITY OF ALTOONA, MARSH COUNTY
KELLER ENGINEERS, INC.
ENGINEERS
REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL SURVEYORS
REGISTERED PROFESSIONAL ARCHITECTS
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECTS
REGISTERED PROFESSIONAL PLANNING AND ZONING BOARD
REGISTERED PROFESSIONAL ENVIRONMENTAL ENGINEERS
REGISTERED PROFESSIONAL CIVIL ENGINEERS

ZONING EXHIBIT
DR. CHOPRA OFFICE EXPANSION

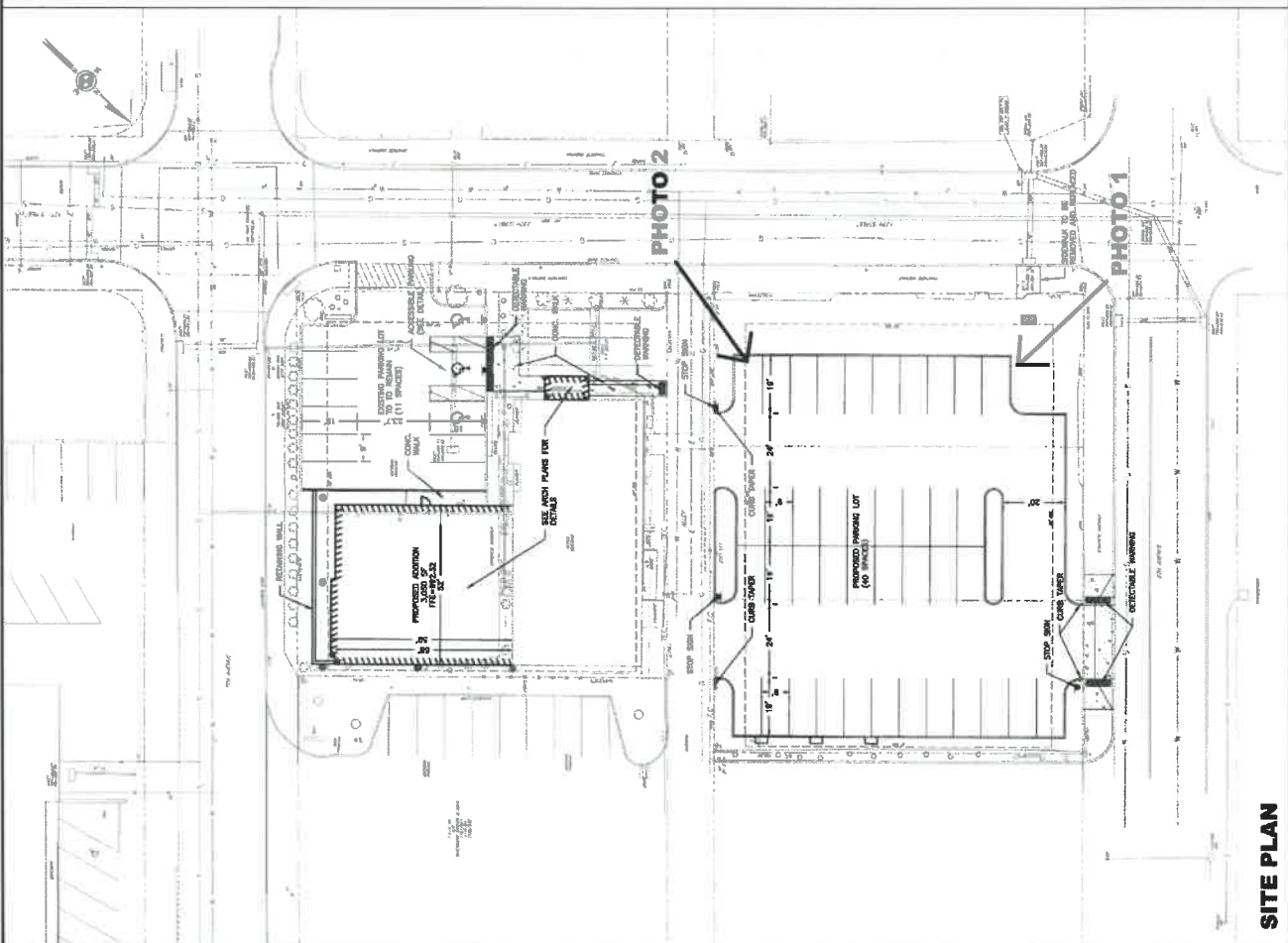
DATE	REVISIONS	DESCRIPTION

SCALE: 1" = 20'
DATE: 10/16/13

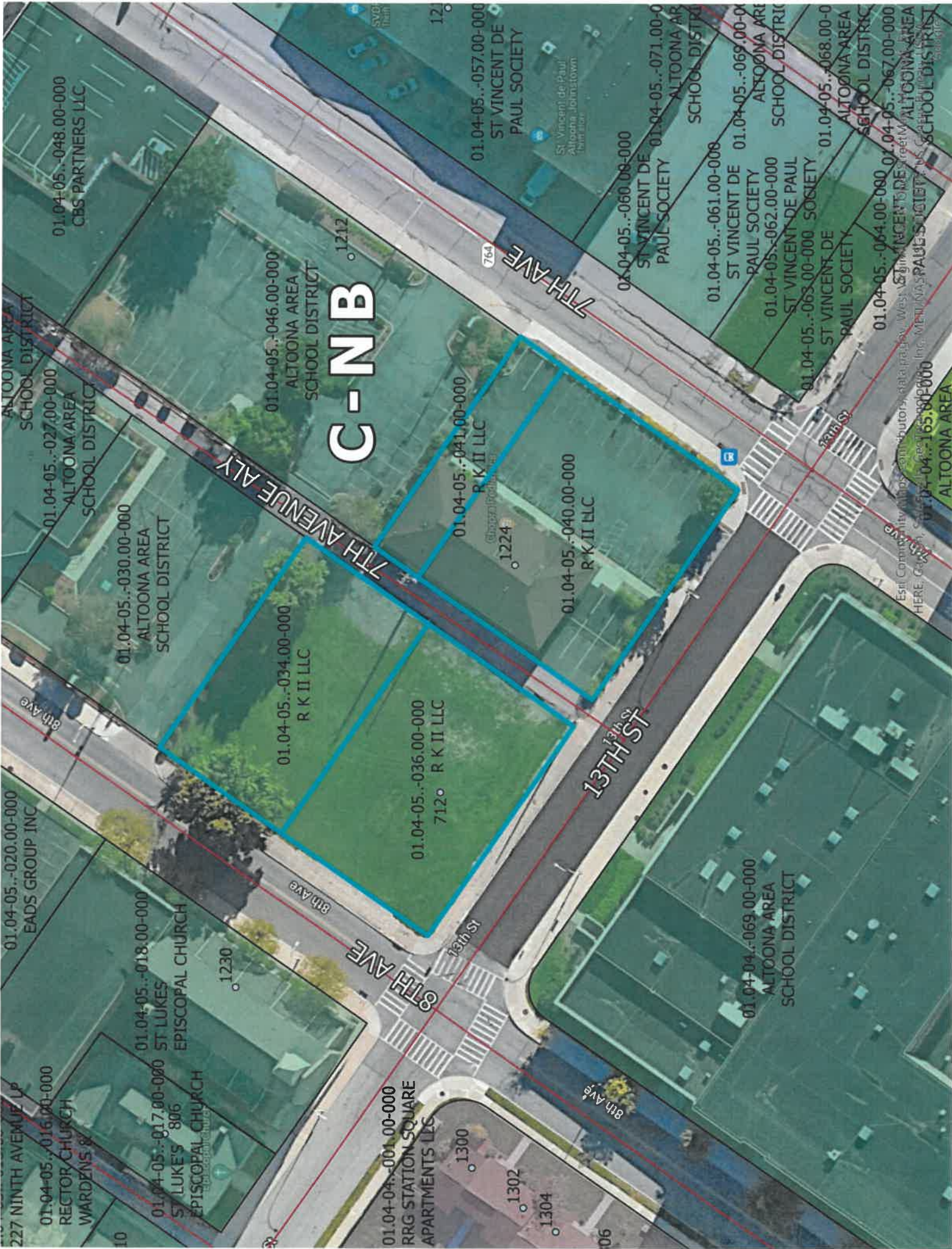


KELLER ENGINEERS
CIVIL • STRUCTURAL • SURVEY

420 Allegheny Street
Hollidaysburg, PA 16648
P: (814) 696-7430
www.keller-engineers.com



SITE PLAN



C-NB

01.04-05.-048.00-000
CBS PARTNERS LLC

01.04-05.-027.00-000
ALTOONA AREA
SCHOOL DISTRICT

01.04-05.-030.00-000
ALTOONA AREA
SCHOOL DISTRICT

01.04-05.-046.00-000
ALTOONA AREA
SCHOOL DISTRICT

01.04-05.-034.00-000
R K II LLC

01.04-05.-036.00-000
712 R K II LLC

01.04-05.-041.00-000
R K II LLC

01.04-05.-040.00-000
R K II LLC

01.04-05.-057.00-000
ST VINCENT DE
PAUL SOCIETY

01.04-05.-060.00-000
ST VINCENT DE
PAUL SOCIETY

01.04-05.-061.00-000
ST VINCENT DE
PAUL SOCIETY

01.04-05.-062.00-000
ST VINCENT DE PAUL
SOCIETY

01.04-05.-063.00-000
ST VINCENT DE
PAUL SOCIETY

01.04-05.-064.00-000
ST VINCENT DE
PAUL SOCIETY

01.04-05.-067.00-000
ALTOONA AREA
SCHOOL DISTRICT

01.04-05.-020.00-000
EADS GROUP INC

01.04-05.-018.00-000
ST LUKES
EPISCOPAL CHURCH

1230

01.04-05.-016.00-000
RECTOR CHURCH
WARDENS &

01.04-05.-017.00-000
ST LUKES
EPISCOPAL CHURCH

01.04-04.-001.00-000
RRG STATION SQUARE
APARTMENTS LLC

1300

1302

1304

01.04-04.-069.00-000
ALTOONA AREA
SCHOOL DISTRICT

Estl Community Child Support Authority, 165-80P-000
HERE, GUYANA, INC. MEMORANDUMS, PAUL SOCIETY, ALTOONA AREA
SCHOOL DISTRICT

Chapter 800. Zoning

Article V. District Provisions

§ 800-53. C-NB Neighborhood Business Commercial Zone.

- (2) Off-site parking.
 - (a) No space exists on the principal lot for adequate parking.
 - (b) The center of the lot is within 400 feet of the principal use.
 - (c) Space is sufficient to allow full compliance with the land development standards set forth in Chapter 640.
 - (d) The lot will not allow the principal use to exceed the maximum parking allowances set forth in the land development standards.
 - (e) The installation of parking at this location will not have a deleterious effect on the overall neighborhood in terms of residential stability and economic development.
 - (f) The installation of the parking facility will not necessitate the demolition of a viable and structurally sound building.

1301 12th Street, Suite 103
Altoona, PA 16601
Phone (814) 949-2456
Fax (814) 949-2203



DEPARTMENT OF CODES AND INSPECTIONS

ZONING APPEAL APPLICATION – ALTOONA PLANNING CODE

(instructions located on reverse side)

PROPERTY LOCATION: 214 26th Ave, Altoona, PA 16601

PURPOSE OF APPEAL: To have property approved for use as student housing.

DESCRIPTION OF PREMISES: 3 story, single family dwelling w/ off street parking

USE OF PREMISES: Pending student housing

OFF-STREET PARKING: Yes

Please fill in all portions below, "same" and "non-applicable" if needed

PROPERTY OWNER INFORMATION

Name: Phil Gaida

Address: 717 Bottom Road, Ashville, PA 16613

Phone: 814-505-6909

Email: gaidap@gmail.com

APPLICANT INFORMATION:

Name: Phil Gaida

Address: 717 Bottom Road, Ashville, PA 16613

Phone: 814-505-6909

Email: gaidap@gmail.com

DESIGN PROFESSIONAL INFORMATION

Name: N/A

Address: _____

Phone: _____

Email: _____

SIGNATURE OF APPLICANT: Phil Gaida

DATE: 09-21-23

OFFICE
USE
ONLY

VARIANCE

APPEAL DETERMINATION

OTHER

SPECIAL EXCEPTION

APPEAL VIOLATION NOTICE

PREVIOUS APPEAL TO ZONING HEARING BOARD?

YES

NO

UNKNOWN

SECTIONS AND PROVISIONS OF ZONING ORDINANCE RELIED UPON: _____

9/26/23

APPLICANT NARRATIVE FOR SPECIAL EXCEPTION

Submitted by: Phil & Gina Gaida, owners/operators of Studynest Rentals, LLC.

717 Bottom Rd, Ashville, PA 16613

(814) 505-6909

My wife and I would like to request a variance at 214 26th Ave, Altoona, PA 16601. The scope of the project would be to offer student housing for 4 students on this property. This property is currently under contract and will be closed before the end of October 2023.

The property at 214 6th Ave is an exceptional location to house students from Penn State's Altoona Campus. This is the only building on this private lot that would be used to house students. The location has 4 large bedrooms that will be rented separately to individual students. There is adequate, off-street parking for each student. The yard is completely fenced in, and the neighboring dwellings are set at a distance to provide privacy and less chance of disturbance.

Gina and I are currently landlords at St. Francis University where we own and operate 6 student housing units. We have strict guidelines set in place that are structured in our leases to restrict any disorderly conduct, large gatherings, disturbances, or partying on our properties. Failure to abide by these guidelines will result in the eviction of any person(s) who are not willing to comply. Our properties are upkept, groomed, and maintained well in the borough of Loretto, PA and we would uphold these same standards with the property at 214 6th Ave, Altoona.

The denial based on our property's location would restrict us from utilizing this property to provide an ideal, safe, off-campus living space for the students of Penn State's Altoona Campus. 214 6th Ave does fall just within 300 feet (about 288 ft according to Google Maps) of an existing student rental at 226 25th Ave. The 2 properties are separated by Wopsononock Ave. and other properties. In speaking with our closest neighbors recently at 220 26th Ave., they were accepting of the idea of us renting to 909 students at this property and were happy to know that the property would be cleaned up, occupied, and maintained. For your review, I have included in this packet a petition that I presented to and had signed by some of the closest surrounding neighbors. I have also included letters of recommendation from 2 of my graduate student tenants at Saint Francis University in Loretto, PA.

The photo below shows a general outline of the lot. The red box indicates available parking for the students and the orange box indicates potential for more parking area if needed. As you can see there is adequate off-street parking for 4 students that will be upkept, and maintained in the event of snow, ice, etc.



The proposed variance will:

Provide off-campus housing to Penn State Altoona Campus students at an affordable rate in a safe setting with established, student-rental landlords. Our off campus living experience will provide the college students with rite of passage and will introduce them to the real estate rental market and their obligations as a tenant while offering their first taste of independence. We believe that an approval for student housing will provide good, functional use of this property in the community. The property will be maintained well and will add character to the surrounding neighborhood.





**PETITION TO IMPLEMENT
STUDENT HOUSING AT
214 26TH AVE
ALTOONA, PA 16601**

Petition to Implement Student Housing

214 26th Ave, Altoona, PA 16601

We, the undersigned, are in support of the implementation of student housing on the property of 214 26th Ave, Altoona, PA 16601.

Name	Address	Signature
<i>D. Miller</i>	<i>220 Wopsononock Ave</i>	<i>D. Miller</i>

Date: 09-26-23

* Please see attached
Petition Addendum

Petition Addendum

Although there is only 1 signature on the attached petition, I wanted to further explain my experiences during my visits to each of the neighboring dwellings of the property at 214 26th Ave, Altoona.

220 Wopsononock Ave – Owner was very supportive of us using the property as student housing. They are happy that the property will be cleaned up and had no issues with signing the petition I presented. This house is located almost directly in front of our property and this property would most likely have the most interaction with our tenants.

210 26th Ave – Appears to be a single or dual rental property above a garage. The tenants appear to be younger, as I've seen them while visiting the area. They did not answer the door when I attempted to engage in conversation with them. This dwelling is located directly next door to our property. Our property is separated by a fence and has a natural barrier of trees.

2508 3rd Street – The owner is an elderly woman who is not there during the week, according to her dog walker who answered the door. I believe she mentioned the woman is only there during the weekends. I will attempt to stop back to speak with her.

2514 3rd Street – This property appears to be vacant. The lawn has not been maintained and the house does not appear to be occupied.

2508 3rd Street – I spoke to Mr. & Mrs. Montgomery. They both seemed happy to hear that the property was being purchased and that it was going to be maintained. The previous tenants did not take care of the yard and left the vines and grass growth get out of hand. We have a fence that separates our yards and our house is located behind their house by about 100+ ft. Mr. Montgomery said that he was “not wild about the idea of having students renting.” But neither of them told me that they were opposed to the idea either. He said that he did not think he wanted to sign any petitions, so I did not pursue the matter any further.

Summary – With the information I've gathered from visiting the closest neighbors to our property, I believe that college student tenants would not pose as a nuisance to the neighborhood. Address 220 is supportive, 210 is already occupied by what appears to be renters and is separated by a fence and natural tree barrier, 2508 is not occupied most of the time by the owner, 2514 appears to be vacant, and although 2604 is not wild about the idea... They are far enough away that they would not have to deal with the students coming and going as our properties are separated by fence and yard and our driveway traffic exits directly away from 2604. In addition, our house is constructed of solid brick with plaster interior and should not emit much noise, if any, that should be heard outside of the dwelling.

FLOOR AREA DIMENSIONS

1st Floor

Interior Dimensions

214 26th Ave.
Altoona, PA 16601

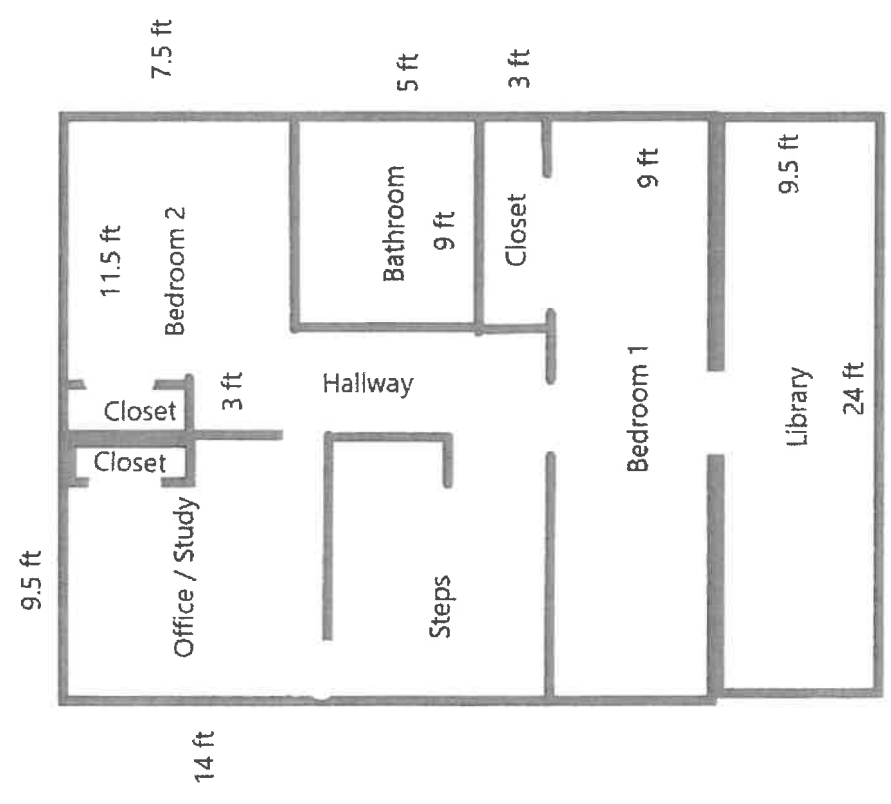
Back Door



214 26th Ave.
Altoona, PA 16601

2nd Floor

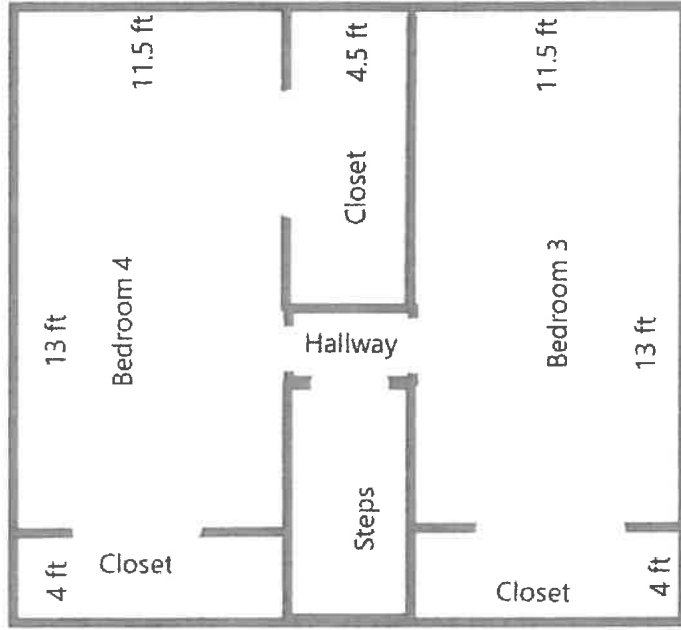
Interior Dimensions



214 26th Ave
Altoona, PA 16601

3rd Floor

Interior Dimensions



EXISTING TENANT LETTERS OF RECOMMENDATION

September 27, 2023

To whom it may concern,

I am writing to provide a strong letter of recommendation for Phil Gaida. I have had the pleasure of renting from him since 05/15/23. During my time as a tenant, I have found Phil to be exceptionally professional, responsive, and dedicated to maintaining the property. His lease terms have been clear and financial matters have always been accurate.

I wholeheartedly recommend Phil Gaida as a responsible and reliable landlord for any prospective tenant. If you have any further questions or require additional information, please feel free to contact me. Thank you.

Sincerely,
Junaid Qureshi, PA-S
junaidaqureshi@outlook.com

Brijesh Patel

244 St. Mary St.

Loretto PA 15940

Mr.brijeshp@gmail.com

386-697-5301

09/28/23

To Whom It May Concern,

I am writing this letter to enthusiastically recommend Phil & Gina Gaida as they seek to expand their real estate investment portfolio in the student housing market. I have had the privilege of being a tenant in one of Phil & Gina's properties, and I can confidently attest to their outstanding qualities as landlords and property owners.

Phil & Gina have consistently demonstrated a high level of professionalism, dedication, and integrity throughout my tenancy. Their prompt response to maintenance requests and willingness to address any concerns promptly is a testament to their commitment to providing a comfortable and well-maintained living environment for their tenants. I have found them to be fair, reasonable, and respectful in all our interactions.

As landlords, Phil & Gina not only meet the basic requirements of property management but consistently go above and beyond to create a positive and secure living experience for their tenants. Their ability to effectively communicate and build strong tenant-landlord relationships is truly remarkable.

I have no doubt that Phil & Gina will bring the same level of dedication and expertise to any future real estate investments they pursue. Their passion for real estate and their proven track record as landlords make them a highly commendable choice for expanding their student rental property portfolio.

If you have any further questions or require additional information about Phil & Gina and their qualifications, please do not hesitate to contact me.

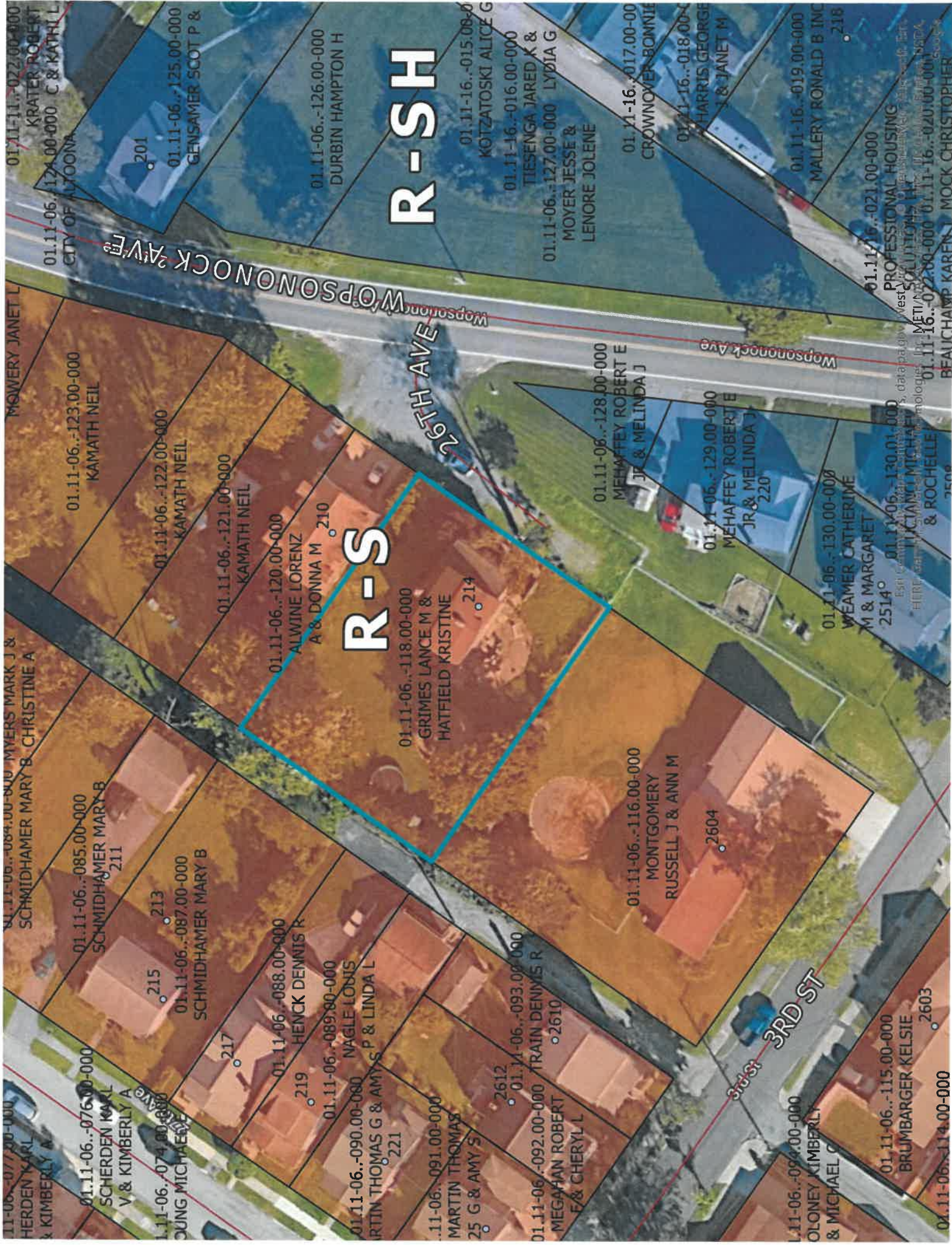
I wholeheartedly support Phil & Gina Gaida in their endeavor to acquire more student rental properties and believe that they will continue to excel in the field of real estate investment. I am confident that they will be an asset to any real estate venture they undertake.

Sincerely,

Brijesh Patel

Physician Assistant Student

Saint Francis University, Loretto, PA



R-SH

R-S

Wopsonnock Ave
26TH AVE

3RD ST

01.11-06.-077.00-000 HERDEN KARL & KIMBERLY A

01.11-06.-076.00-000 SCHERDEN KARL V & KIMBERLY A

01.11-06.-074.00-000 DUNG MICHAEL

01.11-06.-085.00-000 SCHMIDHAMER MARY B

01.11-06.-087.00-000 SCHMIDHAMER MARY B

01.11-06.-088.00-000 HENCK DENNIS R

01.11-06.-089.00-000 NAGLE LORIS

01.11-06.-090.00-000 RTIN THOMAS G & AMY S

01.11-06.-091.00-000 MARTIN THOMAS

01.11-06.-092.00-000 MEGAHAN ROBERT F & CHERYL L

01.11-06.-093.00-000 TRAIN DENNIS R

01.11-06.-115.00-000 BRUMBARGER KELSIE

01.11-06.-114.00-000

01.11-06.-116.00-000 MONTGOMERY RUSSELL J & ANN M

01.11-06.-118.00-000 GRIMES LANCE M & HATFIELD KRISTINE

01.11-06.-120.00-000 ALWINE LORENZ A & DONNA M

01.11-06.-121.00-000 KAMATH NEIL

01.11-06.-122.00-000 KAMATH NEIL

01.11-06.-123.00-000 KAMATH NEIL

01.11-06.-124.00-000 CITY OF AUTOONA

01.11-06.-125.00-000 GENSAMER SCOT P &

01.11-06.-126.00-000 DURBIN HAMPTON H

01.11-16.-015.00-000 KOTZATOSKI ALICE G

01.11-16.-016.00-000 TIESENGA JARED K & MOYER JESSE & LENORE JOLENE

01.11-16.-017.00-000 CROWNOYER BONNIE

01.11-16.-018.00-000 HARRIS GEORGE J & JANET M

01.11-16.-019.00-000 MALLERY RONALD B INC

01.11-16.-021.00-000 PROFESSIONAL HOUSING SOLUTIONS LLC

01.11-16.-022.00-000 METI/NYKES HOMOLOGIES LLC

01.11-16.-020.00-000 BEAUCHAMP KAREN J. MOCK CHRISTOPHER

01.11-06.-129.00-000 MEHAFFEY ROBERT E JR & MELINDA J

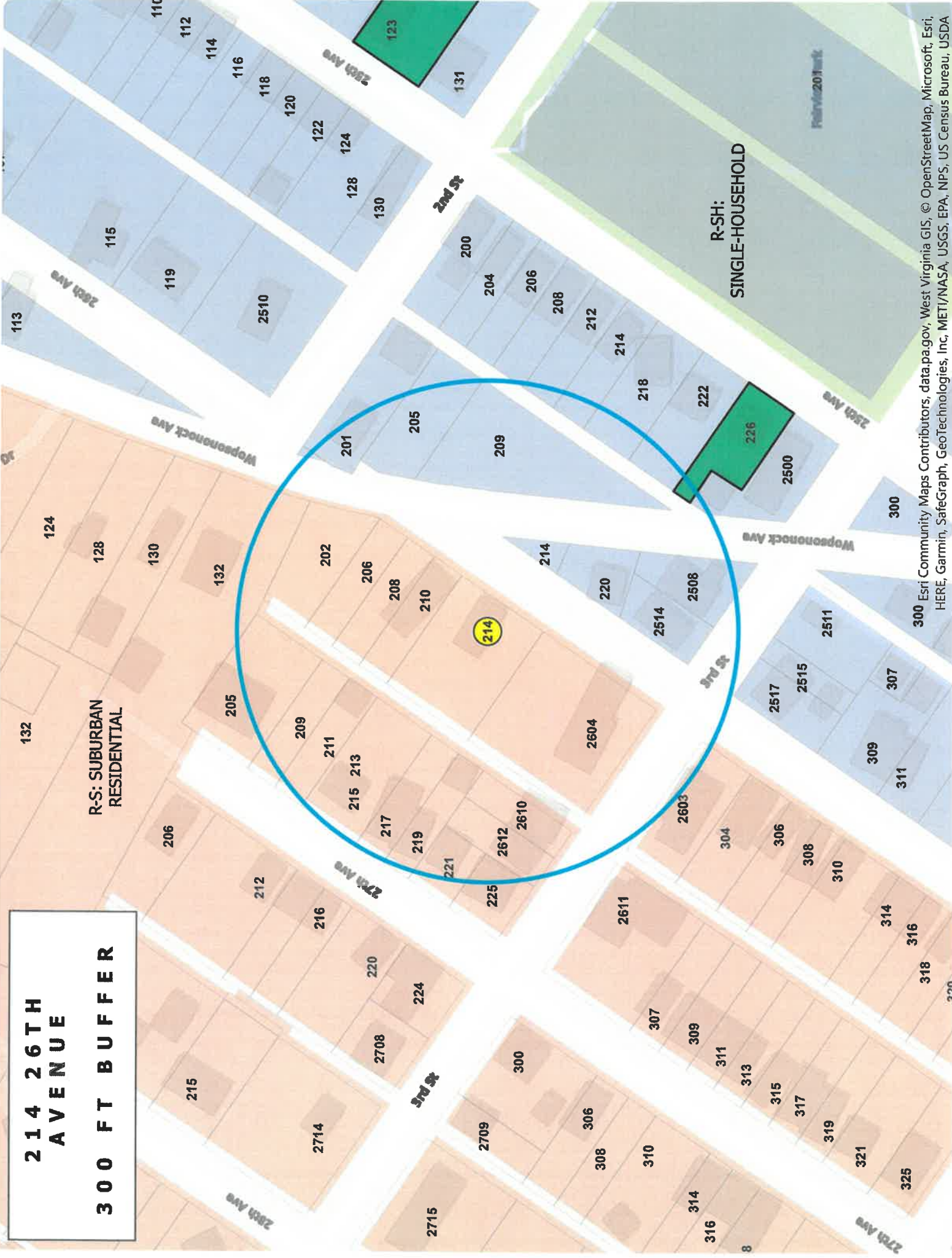
01.11-06.-128.00-000 MEHAFFEY ROBERT E JR & MELINDA J

01.11-06.-130.00-000 WEAMER CATHERINE M & MARGARET

01.11-06.-130.01-000 TUCKER MICHAEL & ROCHELLE

214 26TH AVENUE

300 FT BUFFER



Chapter 800. Zoning

Article V. District Provisions

§ 800-47. R-S Suburban Residential Zone.

- (7) Student home. Student homes are permitted in all zoning districts that allow residential uses, pursuant to district provisions applicable for one (single) family and twin, semidetached, duplex and/or row house dwelling use. However, student homes are permitted only when all of the following standards are met:
- (a) The maximum number of occupants permitted in a student home shall be determined, as it is for all dwellings, by Chapter Four, Section 404 ("Occupancy Limitations") of the applicable version of the International Property Maintenance Code. A Building Inspector from the City's Inspections Department will determine this number at his or her initial inspection.
 - (b) No student home shall be located on a lot any portion of which is closer than 300 feet to another lot used for a student home.
 - (c) No more than one dwelling unit in a twin, semidetached, duplex and/or row house dwelling may be used as a student home.
 - (d) No more than one building on a lot may be used as a student home.
 - (e) A minimum of two paved parking spaces shall be provided per dwelling unit in driveways or off-street parking areas, plus one space for every student over four students. All off-street parking must be provided on the same parcel as the student home.
 - (f) No student home shall be occupied or used as such until a zoning permit and residential rental unit license have been issued. Plans showing the lot layout, parking area, landscaping, interior rooms, and floor area dimensions are required.

AGREEMENT OF SALE AND PURCHASE

Seller and Buyer agree as follows:

1. PARTIES.

Seller: LANCE GRIMES and KRISTINE HATFIELD

AND

Buyer: ~~PHILIP~~ GAIDA and GINA GAIDA, husband and wife
Philip

2. **SALE.** Seller will grant and convey to Buyer by deed of Special Warranty fee simple title to the land described in subparagraph A of this paragraph with the appurtenances and the buildings and improvements on the land (collectively the "Real Estate"). Title to the Real Estate will be good and marketable and will be free and clear of all encumbrances except as provided in paragraph 14. Title to the Real Estate will be insurable by any licensed title insurance company at regular rates.

- A. The property consists of a lot and improvements located in Altoona, Blair County, Pennsylvania and commonly known as 214 26th Avenue, Altoona, Blair County, Pennsylvania. The property is further identified as Blair County Tax Map Number 01.11-06.-118.00-000.
- B. The sale and purchase will include the transfer to Buyer of the following items, free and clear of all encumbrances: all improvements, all trees, shrubbery and plants.
- C. The Real Estate, set forth in subparagraph A and the items in subparagraph B are called "Property" in this Agreement.

3. **PURCHASE.** Buyer will purchase the Property and pay to Seller the sum of ONE HUNDRED FORTY THOUSAND AND 00/100 (\$140,000.00) U.S. Dollars.

(Initials)	A. Deposit	\$ <u>0.00</u>
	B. The balance by cashier check or Certified funds on delivery of deed	\$ <u>140,000.00</u>
	TOTAL:	\$ <u>140,000.00</u>

4. **SETTLEMENT.** Settlement will be held in Cambria County, Pennsylvania. Settlement will be held within sixty (60) days of the date of this Agreement. If settlement is not completed within sixty (60) days of the date of this Agreement, either party will then have the right to declare time to be of the essence by giving notice to the other party. The notice will state that time is of the essence and will fix the time, date and place of settlement. The date fixed may not be earlier than 15 days or later than 30 days following the effective date of giving such notice.

4.1 **MORTGAGE CONTINGENCY.**

A. Consummation of this transaction is conditioned and contingent upon Buyer obtaining financing from a responsible lending institution for a maximum term of 30 years at a maximum per annum interest rate of ____%. In the event Buyer fails to qualify for financing as previously indicated, or if the real estate fails to appraise at an amount equal to or greater than the sales price hereinabove, then in that event, this Agreement shall be null and void and of no further legal effect, without either party being required to take any further legal action whatsoever, and one-half (1/2) the hand money/deposit money shall be returned to Buyer.

B. Within seven (7) days of the execution of this Agreement, Buyer shall make a completed, written mortgage application to a responsible mortgage lending institution.

C. 1. Buyer will, upon receipt of a mortgage commitment, promptly provide a copy to Seller.

2. Mortgage commitment deadline date is forty-five (45) days after the date of this Agreement. Notwithstanding anything else in this Agreement, if a written commitment is not received by that date, Seller shall be entitled to terminate this Agreement, if Seller shall so desire, and Seller shall be permitted to retain one-half (1/2) of the hand money/deposit money paid by Buyer.

5. **PRE-SETTLEMENT INSPECTION.** Buyer will be permitted upon reasonable notice and at a reasonable time prior to settlement, to inspect the Property which includes the items included in the sale in paragraph 2B.

6. **PRORATION ITEMS.** Unless otherwise provided for elsewhere herein; (a) real estate transfer taxes will be shared equally between Seller and Buyer; (b) current water, municipal garbage and rubbish removal charges, rents, interest and real estate taxes will be prorated as of date of settlement; and (c) real estate taxes will be prorated on a fiscal year basis.

7. **SELLER'S EXPENSE.** Seller shall pay one-half (1/2) of the real estate transfer taxes and for deed preparation.

8. **POSSESSION.** Possession of the Property will be delivered to Buyer on date of settlement.

9. **RISK OF LOSS; INSURANCE.** Risk of loss of the Property will remain upon Seller until settlement.

10. **MAINTENANCE OF THE PROPERTY; BUYER'S OPTION.** Seller will maintain and make all repairs needed to keep the Property in as good condition as it is now, except for ordinary wear and tear. Seller will deliver the Property to Buyer in a condition which is substantially similar to the condition as of the time of the execution of this Agreement. If a material change occurs in the physical condition of the Property before Buyer takes possession, Buyer will have the option to: (a) terminate this Agreement and upon termination all hand money will be returned immediately to Buyer after which the parties will be relieved of all obligations in this Agreement; or (b) proceed with the Agreement and pay the balance of the purchase price, and Seller will assign to Buyer any insurance proceeds to which Seller may be entitled as a result of the change in condition. To exercise this option, Buyer will give notice to Seller before settlement. If Buyer fails to give the notice, Buyer will be conclusively deemed to have chosen option (b).

11. **EMINENT DOMAIN; BUYER'S OPTION.** If any part of the Property is taken by eminent domain before settlement, Seller will notify Buyer of the taking within 5 days, but not later than the settlement. Buyer will have the option to: (a) terminate this Agreement and upon termination all hand money will be returned immediately to Buyer after which the parties will be relieved of all obligations in the Agreement; or (b) proceed with this Agreement and pay the balance of the purchase price, and Seller will assign to Buyer the award, if any, to which Seller may be entitled. To exercise this option, Buyer will give notice to Seller before settlement. If Buyer fails to give the notice, Buyer will be conclusively deemed to have chose option (b).

12. **MUNICIPAL IMPROVEMENTS.** Seller will pay any municipal claim against the Property if the ordinance or resolution authorizing the work or improvement is adopted prior to the date of this Agreement. Buyer will pay any municipal claim against the Property if the ordinance or resolution authorizing the work or improvement is adopted on or after the date of this Agreement.

13. **DEFAULT**

A. By Buyer: If Buyer defaults Seller may elect to: (1) retain the hand money as liquidated damages as the parties agree that the hand money is a reasonable settlement of Seller's damages and is not a penalty; if Seller chooses this remedy, upon notice to Buyer, this Agreement will be terminated and the parties released of further liability; or 2) apply the hand money toward Seller's damages which may include, but are not limited to, loss of bargain, consequential damages and attorney's fees prior to default. If Buyer defaults, all hand money will be provided to Seller.

B. By Seller: If Seller defaults Buyer may elect to: (1) rescind this Agreement and waive any claim for loss of bargain; and if Buyer chooses this remedy, Seller will cause to be paid to Buyer the hand money and the direct costs which Buyer incurred in preparation for closing, including without limitation, title examination fees, mortgage loan fees and expenses, survey costs, inspection costs and attorney's fees prior to Seller's default; when Seller has made such payments in full to Buyer this Agreement will terminate; or (2) file an action at law for damages for loss of bargain, Buyer's direct costs in preparation for closing as set forth in subparagraph (1) of this paragraph B and consequential damages. Buyer may bring and continue either an action for specific performance or an action at law or both until final judgment.

14. **UNDER AND SUBJECT.** Buyer will take title to the Property subject to the following so long as they do not adversely affect the present use of the Property or at any time require removal or alteration of existing improvements: (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Property and being along the front, rear or side lot lines; (c) water, gas, electric, cable television, and telephone lines or easements therefore of record or as presently installed; (D) prior grants, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record; and (E) easements apparent upon inspection of the Property.

15. **ZONING AND OTHER ORDINANCES.** Seller warrants that: the Property has the following Zoning Classification: N/A; the present use is RESIDENTIAL in compliance with that Zoning Classification; and there exists no notice of any uncorrected violations of housing, building, safety or fire ordinances. (For settlement, obtain statements as to compliance and non-violation, if required.)

16. **INSPECTION OF PROPERTY.** Buyer acknowledges that Buyer inspected the Property before signing this Agreement. Buyer is relying only on the inspection of the Property made by Buyer and is not relying on any oral statement concerning the physical condition of the Property made by Seller or Broker or any written statement concerning the physical condition of the Property given to Buyer by Seller or Broker except for written statements contained this Agreement. **NONE**

17. **ADDITIONAL PROVISIONS:** This Agreement is not conditioned upon and/or subject to other terms or conditions.

18. **SEWAGE FACILITY NOTICE.** [] Check here if there is no currently existing sewage system serving the property. If no currently existing community sewage system is available to the Property, the Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537 P.L. 1535, as amended, requires the following statement.

Buyer is hereby advised that there is no currently existing community sewage system available to the property and that a permit for an individual sewage system will have to be obtained from the appropriate local agency pursuant to the Pennsylvania Sewage Facilities Act. Buyer should contact the appropriate local agency which administers the Pennsylvania Sewage Facilities Act before signing this Agreement to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained.

19. **COAL NOTICE.** THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT TO SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any). Unless this notice is stricken, the deed for the Property will contain this notice and will also contain and Buyer will sign the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

20. **WAIVER OF TENDER.** Formal tender of a deed for the Property by Seller to Buyer is waived by Buyer. Formal tender of the balance of the purchase price by Buyer to Seller is waived by Seller.

21. **NOTICES TO PARTIES.** Any notice given by Seller to Buyer or by Buyer to Seller will be in writing. Any notices will be delivered either in the manner provided by law for the service of process in equity or by certified or registered mail to the receiving party at the address for the receiving party which appears on the first page of this Agreement. Any mailed notice will be deemed delivered to the receiving party on the second business day after mailing occurs.

22. **COVENANT NOT TO RECORD.** Buyer will not record this Agreement any recording of this Agreement by Buyer will constitute a default by Buyer under this Agreement.


23. **BINDING EFFECT.** Seller and Buyer intend to be legally bound by this Agreement. All of its terms and conditions will extend to and be binding upon the parties

to this Agreement and upon their respective heirs, executors, administrators, personal representatives, successors and assigns.

24. **INTERPRETATION.** This Agreement constitutes the entire contract between the parties and there are not other understandings, oral or written, relating to the sale and purchase of the property. This Agreement may not be changed, modified or amended, in whole or in part, except in another writing, signed by all parties. Wherever used in this Agreement, the singular will include the plural, the plural the singular, and the use of any general will be applicable to all genders. Paragraph headings and italicized clauses are inserted for convenience only and will not form part of the text of this Agreement.

**THIS IS A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD,
CONSULT YOUR ATTORNEY PRIOR TO SIGNING.**

Signed by Buyer this 11 day of September, 2023


Buyer: ~~Philip~~ Gaida
Philip


Buyer: Gina Gaida

Signed by Seller this 11 day of September, 2023


Seller: Lance Grimes


Seller: Kristine Hatfield