

CHARLESTOWN TOWNSHIP
Board of Supervisors

4030 Whitehorse Road
P.O. Box 507
Devault, PA 19432

(610) 240-0326 Phone
(610) 240-0328 Fax

e-mail: admin1@charlestown.pa.us

Township Administrator:
Linda M. Csete
admin1@charlestown.pa.us
Office Hours: 9 AM - 3 PM
Monday - Friday

Kevin R. Kuhn, Chairman
Michael J. Rodgers, Vice
Chairman
Paul J. Hogan, Member
Charles A. Philips, Member
Hugh D. Willig, Member

March 14, 2006

Dear Neighbor:

Enclosed please find a final draft of the Official Map Ordinance based on feedback the Board of Supervisors received at the January 23 hearing. The next hearing was scheduled for Monday March 20th but has been continued until Monday, May 1, 2006 at 7:30 PM at the Great Valley Middle School room 154.

The changes reflected in the enclosed document are as follows:

- The reservation period has been reduced from one year to ninety days.
- The obligation is on the Board of Supervisors to notify a property owner in writing that they are interested in a property once the property owner has provided the Township with their intent to develop their property.
- The definition of owner has been clarified to, amongst other things, exclude equitable owners from benefiting in Township negotiations with a property owner or their estate representative(s).

Also enclosed is a Right of First Refusal which a property owner can sign to opt off the Official Map and was requested at the initial hearing by some residents. I encourage you to review the documents carefully and call or email me with any questions or comments you may have. I can be reached at 610-917-9960 or email me at kevin@progsolution.com.

See you on May 1st.

Sincerely,

Kevin R. Kuhn, Chairman
Charlestown Township
Board of Supervisors

Enclosures

(The following is a Right of First Refusal document which a property owner can sign to opt off the Official Map and is strictly voluntary. This agreement was prepared in response to requests at the initial hearing by some of the residents.)

RIGHT OF FIRST REFUSAL

This Agreement is made this ___ day of _____, 2006, by and between _____ individuals with an address at _____ ("Seller") and the Charlestown Township, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania with its address at 4030 Whitehorse Road, Devault Pennsylvania, 19432 ("Purchaser").

Background

Seller is the fee simple owner of that approximately ___ acres parcel of ground located in Charlestown Township, Chester County, Pennsylvania, represented by a deed recorded with the Recorder of Deeds of Chester County at Deed Book ____, Page ___ and (the "Property"). Seller desires to convey a right of first refusal to Purchaser covering the Property.

Now therefore, in accordance with the terms and conditions set forth herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby conveys a right of first refusal to Purchaser as follows:

1. If Seller desires to sell the Property and receives a bona fide offer to purchase the Property which Seller desires to accept (hereinafter called the "Offer"), Seller shall transmit a copy of the Offer via certified mail to Purchaser at Purchaser's address following the date hereof within Three (3) days after receipt thereof. Seller agrees to accept only offers for cash consideration (which shall not exclude financing from Seller or any other lending institution); Seller will not accept an offer containing any other consideration unless Purchaser specifically consents thereto. Any subdivision of a lot into more than two lots for single family dwellings or any subdivision or development of a lot for any use other than single family dwellings shall constitute an Offer to be communicated to Seller pursuant to this agreement.

2. Upon receipt by Purchaser of a copy of the Offer (hereinafter called the "Offer Date"), Purchaser shall have the option, exercisable by written notice to the Seller within thirty (30) days of the Offer Date, to purchase from the Seller the Property at the price and subject to the

same terms set forth in the Offer; provided, however, in no event will Purchaser be obligated to settle on said purchase in less than sixty (60) days of the Offer Date. In any instance where the Seller has transmitted an Offer to Purchaser involving the subdivision or land development of a lot as contemplated in Section 1 of this agreement, Purchaser shall have the option, exercisable by written notice as provided in this Section, to purchase the development rights outlined in the Offer for an amount to be determined by a mutually agreed real estate appraiser certified by the Commonwealth of Pennsylvania, or in the case that Seller has entered into an agreement for purchase of any such right to develop or subdivide, for the amount specified in said agreement.

3. If Purchaser opts to purchase the Property, such acceptance shall be given to Seller by written notice and an agreement of sale shall be prepared by Purchaser's counsel which shall contain the terms and conditions set forth in the Offer.

4. In the event that Purchaser fails to exercise its right to purchase the Property as provided herein, the terms of this Agreement shall terminate and Purchaser shall, within twenty days, provide Seller with an instrument, suitable for recording, memorializing the termination hereof; **provided, however**, that in the event that Seller fails to consummate the transaction set forth in the Offer which Purchaser rejected, the terms of this Agreement shall be revived and shall continue in full force and effect as if the original Offer had not been made.

5. Purchaser shall submit this Agreement for recording with the Chester County Recorder of Deeds.

6. The rights and obligations of the parties set forth herein shall run with the land and shall inure to and be binding upon each party's respective successors-in-interest.

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF, THE PARTIES, INTENDING TO BE LEGALLY BOUND,
HAVE SET THEIR HANDS HERETO ON THE DATE FIRST SET FORTH ABOVE.

WITNESS:

SELLER:

WITNESS:

PURCHASER:

CHARLESTOWN TOWNSHIP
