

BLAIR TOWNSHIP VARIANCE AGREEMENT

WHEREAS, [Name of Property Owner(s)] (hereinafter referred to as “Requestor”) owns property known and numbered as 1020 Pennington Drive Duncansville, PA 16635, said parcel identified as Map No. Tax ID #[04.xx-xxX.-xxx.xx-xxx] and Blair County #[xxxxxxx] (the “Subject Property”) in Blair Township, Blair County.

WHEREAS, Requestor certifies that they are the record owner of the Subject Property and, in support thereof, incorporate into this Agreement their Deed to the Subject Property, the same of which is recorded in the Office of Recorder of Deeds of Blair County, Hollidaysburg, PA. Requestor’s Deed is attached hereto, made a part hereof, and Marked “Exhibit A”;

WHEREAS, the normal setbacks required in THE TOWNSHIP OF BLAIR (“The Township”) are as follows: 1. Thirty-five (35) feet for front yards, 2. Twenty-five (25) feet for backyards, and 3. Fifteen (15) feet for side yards.

WHEREAS, Requestors, by virtue of this Variance Agreement, request a variance from the Township of [XX (xx)] feet from the rear property line in order to permit construction within [XX (xx)] feet of the property line. The abutting [rear/front/side] property owners are [Name of Abutting Property Owner(s)] and the property is located at [123 Any Street, Anytown, PA xxxxx], said parcel identified as Tax ID #[04.00-xxX.-xxx.xx-xxx], as evidenced by sketch attached hereto;

WHEREAS, the proposed construction of the [description of project] by Requestors will violate the rear setbacks of the of the applicable ordinance of the Township;

WHEREAS, the Township has agreed to join in and sign this agreement, the purpose of which is to accomplish and secure, for the benefit of the Requestor, the [back/front/side] yard setbacks as described above contingent on, and only with, a release from the Requestor and the adjoining abutting and immediately affected property owners;

WHEREAS, the Requestor and the abutting [rear/front/side] yard property owners have agreed to indemnify and hold harmless the Township.

NOW, THEREFORE, intending to be legally bound, it is hereby agreed as follows:

1. [Abutting Property Owner(s)] hereby agree to and join the Requestor's request to grant a setback variance the same of which will permit and allow the Requestor to build [description of project] within the current setback area;
2. Requestors, on behalf of themselves, their heirs, successors, assigns, and any future owners of the Subject Property, hereby release the Township, its supervisors, agents, servants, solicitors, and employees from any and all claims of any nature, legal, equitable, or other, that could arise from the granting of said variance and further agree to indemnify and hold harmless the Township, its supervisors, agents, servants, solicitors, and employees from any claim that might arise in the future from the granting of this variance;
3. [Abutting Property Owners], on behalf of themselves, their heirs, successors, assigns, and any future owners of the property currently owned by [Rear/Front/Side] Yard Abutting Owners, hereby release the Township, its supervisors, agents, servants, solicitors, and employees from any and all claims of any nature, legal, equitable, or other, that could arise from the granting of Requestor's variance;
4. Upon completion of the [description of project], Requestors shall submit to the Township an as-built drawing, and the Township shall thereafter keep the as-built drawing submitted by Requestor as part of the Township's file relating to Requestor's variance request;
5. This Agreement shall be binding upon Requestor and [Rear/Front/Side] Yard Owners and their respective heirs, successors, and assigns;
6. [Legal Representation Name/Firm] has performed an ownership search of the land records and certifies that the current land ownership of the parties hereto and the respective properties that are the subject hereof;
7. The Township hereby acknowledges the granting of the variance requested by the Requestor conditioned on the agreements and promises described herein and contingent on the satisfaction of the Requestors' obligations described herein;
8. This Agreement shall be recorded in the Office of the Recorder of Deeds of Blair County, Pennsylvania.

IN WITNESS, WHEREOF, Requestor, [Rear/Front/Side] Yard Abutting Owners and the Township hereby set their hands and seals this _____ Day of _____, 2024

WITNESS

[Property Owner]

[Property co-Owner]

[Abutting Property Owner]

[Abutting Property Co-Owner]

ATTEST:

TOWNSHIP OF BLAIR

BY: _____

Blair Township Chairman

Commonwealth of Pennsylvania)

County of Blair) SS.

On this _____ day of _____, 2024 before me, a Notary Public, the undersigned officer personally appeared known to me (or satisfactorily proven) to be [Property Owner], the person whose name is subscribed to the within instrument, and acknowledge that they executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires.

Notary Public

County of Blair) SS.

On this _____ day of _____, 2023 before me, a Notary Public, the undersigned officer personally appeared known to me (or satisfactorily proven) to be [Property co-Owner], the person whose name is subscribed to the within instrument, and acknowledge that they executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires.

Notary Public

On this _____ day of _____, 2024 before me, a Notary Public, the undersigned officer personally appeared known to me (or satisfactorily proven) to be [Abutting Property Owner], the person whose name is subscribed to the within instrument, and acknowledge that they executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires.

Notary Public

On this _____ day of _____, 2024 before me, a Notary Public, the undersigned officer personally appeared known to me (or satisfactorily proven) to be [Abutting Property co-Owner], the person whose name is subscribed to the within instrument, and acknowledge that they executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires.

Notary Public

On this _____ day of _____, 2024 before me, a Notary Public, the undersigned officer personally appeared known to me (or satisfactorily proven) to be _____, Blair Township Chairman, the person whose name is subscribed to the within instrument, and acknowledge that they executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires.

Notary Public