

## BLAIR TOWNSHIP VARIANCE AGREEMENT

WHEREAS, [Requesting Landowners] (hereinafter referred to as "Requestors"), own property known and numbered as [Mailing Address], said parcel being further identified as Map No. [Tax ID #] and Blair County [Deed or Instrument Reference] (the "Subject Property");

WHEREAS, Requestors certify 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 [Insert Variance(s) Requested] (refer to attached), the same of which is \_\_\_\_ feet from neighboring property of [Affected Property Owner] ("Back Yard Abutting Owner"), as evidenced by the survey attached hereto, and request a variance from the Township of \_\_\_\_ feet (refer to attached), the same of which is \_\_\_\_ feet from the neighboring property of [Other Affected Property Owner, if applicable] ("Side Yard Abutting Owners"), as set forth in "Exhibit B";

WHEREAS, the proposed construction of [Encroaching Structure(s)] by Requestors will violate the back and side setback requirements of the Subdivision and Land Development 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 Requestors, the back and side yard setbacks as described above; contingent upon, and only with, a release from Requestors and the adjoining, abutting and immediately-affected property owner, namely, Back Yard Abutting Owner and Side Yard Abutting Owners;

WHEREAS, Requestors, Back Yard Abutting Owner and Side Yard Abutting Owners have further agreed to indemnify and hold harmless the Township;

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

1. Back Yard Abutting Owner and Side Yard Abutting Owners hereby agree to and join in Requestors' request to grant a setback variance the same of which will permit and allow the Requestors to build a pool and retaining wall.
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 kind of 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. Back Yard Abutting Owner, on behalf of herself, her heirs, successors, assigns, and any future owners of the property currently owned by Back Yard Abutting Owner, hereby release the Township, its supervisors, agents, servants, solicitors, and employees from any and all claims of any kind or nature, legal, equitable, or others, that could arise from the granting of Requestors' variance.
4. Side Yard Abutting Owners, on behalf of themselves, their heirs, successors, assigns, and any future owners of the property currently owned by Side Yard Abutting Owners, hereby release the Township, its supervisors, agents, servants, solicitors, and employees from any and all claims of any kind or nature, legal, equitable, or others, that could arise from the granting of Requestors' variance.
5. Upon completion of the installation of the [Encroaching Structure(s)], Requestors shall submit to the Township an as-built drawing prepared by a surveyor, and the Township shall thereafter keep the as-built drawing submitted by Requestors as part of the Township's file relating to Requestors' variance request.
6. This Agreement shall be binding upon Requestors, Back Yard Abutting Owner, Side Yard Abutting Owners, and their respective heirs, successors, and assigns.
7. [Submitting Legal Representative] has performed an ownership search of the land records and certifies the current land ownership of the parties hereto and the respective properties that are the subject hereof.
8. This Agreement shall be recorded in the Office of Recorder of Deeds of Blair County, Pennsylvania.

IN WITNESS WHEREOF, Requesters, Back Yard Abutting Owner, Side Yard Abutting Owners, and the Township hereby set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
[Party 1]

\_\_\_\_\_

\_\_\_\_\_  
[Party 2]

\_\_\_\_\_

\_\_\_\_\_  
[Party 3]

\_\_\_\_\_

\_\_\_\_\_  
[Party 4]

ATTEST:

TOWNSHIP OF BLAIR

\_\_\_\_\_

By:\_\_\_\_\_

Commonwealth of Pennsylvania )

SS:

County of Blair )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared [Party 1], known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Commonwealth of Pennsylvania )

SS:

County of Blair )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared [Party 2], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Commonwealth of Pennsylvania )

SS:

County of Blair )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared [Party 3], known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

Commonwealth of Pennsylvania )

SS:

County of Blair )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_ of the **Township of Blair**, and being authorized to do so, acknowledged that he/she has executed the same for the purposes therein contained.

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

My Commission Expires:

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF RESIDENCE**

I do hereby certify that the Requestors' precise residence address is:

\_\_\_\_\_.

\_\_\_\_\_  
Attorney for Requestors/Grantees