



**Community Development  
Department**

100 Parklane Drive • Eagleville, PA 19403  
Phone: (610) 635-3514 • Fax: (610) 539-6347  
www.lowerprovidence.org

**LOWER PROVIDENCE TOWNSHIP ZONING HEARING BOARD APPEAL  
APPLICATION**

Mikelen, LLC  
\_\_\_\_\_  
Applicant(s) Name

P.O. Box 243  
\_\_\_\_\_  
Street Address

Fairview Village, PA 19409  
\_\_\_\_\_  
City, State & Zip Code

( ) 610-539-8088  
\_\_\_\_\_  
Phone Number

Z-21-24	
Appeal Number	
11-23-2021	
Hearing Dates	
\$800.00	14538
Application Fee	ck#
OCT 22 2021 PM 1:41	
Date Stamp Received (For Official Use Only)	

The following is a list of questions designed to assist you and the Zoning Hearing Board in the efficient and speedy review of your appeal. Please thoroughly answer all questions, which are applicable to your appeal. If you believe the question does not pertain to your appeal, please indicate on this form by answering "Not Applicable". ***All questions must be answered to consider this appeal form complete.***

A complete site plan, construction documents and a copy of your deed must be attached to this application. Please refer to **Section 2.B. of the Lower Providence Township Zoning Appeal Procedures and Policy for this requirement.** Please return this form to the Zoning Director when you file your application. Please type or print clearly.

**Please complete the following questions:** 1. What is the applicant's interest in the premises affected? (i.e. property owner, equitable owner, tenant.)

7. Has any previous zoning appeal been filed in connection with this property? Yes

If yes, See attached Addendum See Z-19-19 OWNER REQUESTED SIMILAR  
(List applicant's name, date & nature of appeal) RELIEF

**8. Type of Appeal Sought:**

⇒ Variance Appeal X

⇒ Special Exception Appeal \_\_\_\_\_

⇒ Interpretation of Zoning Ordinance X

⇒ Enforcement Notice Appeal \_\_\_\_\_

⇒ Other Appeal \_\_\_\_\_ (Describe) Relief for pre-existing, non-conforming building lot; subject to Court Order

**You must list all sections of the Lower Providence Township Zoning Ordinance in which you are seeking zoning relief from on the following lines: (Please note that if this section is not complete, the appeal will not be heard)**

143.37.A(2)

9. State in narrative form the nature of your appeal including the primary relevant facts intended to be presented to the Zoning Hearing Board. Please include a description of all explosive or toxic materials to be stored on this site. Please reference to your attachment if additional space is needed.

See attached Addendum

10. What is the exact use proposed for the property? List current and proposed hours of operation, number and type of employees, business equipment to be used or stored at the site, nature of normal business operations. (Please reference to your attachment if additional space is needed.)

Single Family Residence

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12. Describe the proposed landscaping for this property for screening, if any. Please indicate the type of landscape buffering proposed, if any.

N/A

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13. What is the character of the buildings and uses on abutting properties and what is the general character of the surrounding neighborhood? (Please reference to your attachment if additional space is needed.)

The character of residences in the neighborhood is the same as the residence being applied for

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14. What will the impact of this use be on existing traffic patterns and volumes for this Zoning Appeal? Also, please specify the amount of parking spaces and unloading areas as specified in the Lower Providence Township Zoning Ordinance.

There will be negligible impact from one home in a residential neighborhood

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15. Will the proposed use emit smoke, dust, odor or other air pollutants, noise, vibration, light, electrical disturbances, water pollutants, or chemical pollutants? Such evidence may include the proposed use of proven special structural or technological innovations. Please provide specific and detailed information on all of the aforementioned topics. Please reference to your attachment if additional space is needed.

N/A

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16. Will the zoning relief requested, if authorized, alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use of development of adjacent property, or be detrimental to the public welfare? Please give reasons for your answers to the aforementioned questions by explaining below: (Please reference to your attachment if additional space is needed.)

No adverse impact. Substantially the same use as surrounding properties.

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17. (I) (WE) believe that the Board should approve this request because: (include the grounds for the zoning appeal or reasons both with respect to case law and fact for granting this use requested. Please reference to your attachment if additional space is needed.)

See attached Addendum.

I hereby certify that all of the above statements contained in this zoning appeal application and any papers or plans submitted with this zoning appeal to the Lower Providence Township Zoning Hearing Board herewith are true and correct to the best of my knowledge and belief.

Date 10/20/21 MICHAEL J CLEMENT, MEMBER  
(Print Name of applicant(s))

Date 10/20/21 [Signature]  
(Signature of applicant(s))

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 20<sup>th</sup> day of October, 20021

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year aforesaid.

(SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Kristin L. Cullen, Notary Public  
Montgomery County  
My commission expires February 8, 2025  
Commission number 1305318  
Member, Pennsylvania Association of Notaries

[Signature]  
NOTARY PUBLIC

2. If applicant is represented by an attorney or counsel please provide their full name, address, phone and fax number.

Michael J. Clement, Wisler Pearlstine, 460 Norristown Road, Blue Bell, Pennsylvania 19422. Telephone No: (610) 825-8400;

Cellphone No: (267) 664-5403; Fax No: (610) 828-4887

3. If the property owner is not the applicant, list the full name, address and phone number of the property owner. Also, if the applicant is not the property owner, the applicant must provide a signed and notarized letter from the property owner stating his/her permission to allow the applicant to represent the property owner at the zoning hearing board with this zoning appeal.

See attached Letter and Agreement of Sale naming Applicant as Buyer and naming Owner as Seller.

4. **Please provide the requested information about the property involved in this zoning hearing appeal as described below:**

Location: See attached Addendum

(Street Address)

Parcel Identification Number: See attached Addendum

Lot Size: See attached Addendum

Present Use: See attached Addendum

Zoning District: R-2

Date of when Present Use began: See attached Addendum

Date of acquisition of this property by the owner: See attached Addendum

Please list each structure and it's use currently located on this property:

5. Is your home or principal structure connected to: (please circle all that apply)

A. public water B. public sewer C. private well D. private on-lot septic E. not presently connected

If you are not connected at this time, what type of sewage and water facilities is available to the property?

Public sewer water may <sup>not</sup> be available. This relief was request and granted by Court Order. See Exhibit "D".

6. Are there any outstanding state or federal violations cited on this property at the time of this application?

No If yes, please explain these violations below:

## **ADDENDUM**

### **Fourth Street – Lower Providence Township**

Applicant, Mikelen, LLC ("Applicant") is the equitable owner of the subject property, containing approximately 4,000 square feet, more or less, having frontage on Fourth Street in Lower Providence Township, Montgomery County, Pennsylvania, and being Montgomery County tax parcel 430005020004. Applicant seeks dimensional relief from the Lower Providence Township Zoning Code ("Code"), as set forth in greater detail below, to construct a single family detached home on the Property.

#### **Background**

The Property is currently vacant and located in the R-2 zoning district. The Property will be served by public sewer and water.

A Google Maps image of the Property and surrounding neighborhood is attached hereto as Exhibit "A". The surrounding neighborhood is primarily single-family residential homes. Nearly all of the homes in the surrounding neighborhood do not comply with applicable R-2 lot area or setbacks set forth in the current Code.

#### **Request for Relief**

Applicant respectfully submits that, the Property is comprised of a pre-existing, non-conforming, residential building lot which has already been recognized by the Lower Providence Zoning Hearing Board: Applicant proposes to construct one single-family residence on the Property in approximately the location depicted on the plan attached hereto as Exhibit "B". The proposed single-family residence will be constructed in accordance with the sealed architect's plans attached hereto as Exhibit "C".

Code Section 143.37.A.(2) requires, among other things, a minimum lot size of 30,000 square feet, a minimum front yard setback of 50 feet and a minimum rear yard setback of 60 feet. Like many of the other nonconforming lots in the neighborhood, the Property is approximately 100 feet deep. Applicant seeks dimension variances from Code Section 143.37.A.(2) to: 1) reduce the minimum lot area below 30,000 square feet; 2) reduce the front yard setback to permit the construction of the home depicted in Exhibit "B" and reduce the rear yard setback to permit construction of the home depicted in Exhibit "B".

The subject Property has been the subject of an application previously filed with the Zoning Hearing Board of Lower Providence Township which found that it was a pre-existing, non-conforming lot, but denied the Owner the permission to construct a single family home. At the Zoning Hearing, Owner testified that he would construct a stick-built 26' X 55' home with a 10' X 12' deck but that had been rejected in the matter of Lower Providence Zoning Hearing Board (Z-19-15; Fifth Street Lot). Therefore, Owner offered an alternative to build a 14' X 66' mobile/modular home on the lot. The Zoning Hearing Board rejected Owner's application to build any home on the Lot. Owner appealed to the Montgomery County Court of Common Pleas where after hearing the Court Ordered: "... the appeal and relief requested therein is GRANTED and the decision of the Lower Providence Zoning Hearing Board is hereby REVERSED."

(See Court Order Attached as Exhibit "D".)

### **Conclusion**

1. The Court Order requires Lower Providence Township to permit construction of a home on the Lot. The Court does not limit the size of the home or refer to any limitations from the testimony or finding of the Zoning Hearing Board. Applicant's request for permission of construction in accordance with Exhibits "B" and "C" is reasonable and written the purview of the Court Order.

2. In the alternative, Applicant's request for relief is dimensional in nature. Therefore, under Hertzberg v. Zoning Board of Adjustment of the City of Pittsburgh, 721 A.2d 43 (Pa. 1998), the Zoning Hearing Board may consider multiple factors, including the economic detriment to the applicant if the variance is denied, the financial hardship created by any work necessary to bring the proposed project into strict compliance with the zoning requirements and the characteristics of the surrounding neighborhood. It is particularly compelling that Applicant's requested relief is to build a stick-built custom home which fits the character of the neighborhood much more than a manufactured mobile/modular home. The proposed home would add value to the neighborhood.

As indicated in Exhibit "B", there are unique characteristics of the Property, including its narrow and shallow configuration, and other physical conditions peculiar to the Property. Because of such physical circumstances or conditions, there is no possibility that the Property can be developed in strict conformity with the provisions of the applicable provisions of the Code. Dimensional variances are therefore necessary to enable reasonable use of the Property. The Court has already Ordered that variances must be granted. Applicant requests that they be reasonable.

The unnecessary hardship has not been created by the Applicant. Moreover, the requested variances, if granted, will not alter the essential character of the neighborhood or zoning district in which the Property is located nor substantially or permanently impair the appropriate use or development of adjacent properties, nor be detrimental to the public welfare. Further, the variances, if granted, will represent the minimum reasonable variance that will afford appropriate relief.

**RESPECTFULLY SUBMITTED,**

**WISLER PEARLSTINE, LLP**



**Michael J. Clement, Esq.**

**Attorneys for Applicant**

*Grace Building Co., Inc*  
*PO Box 4008*  
*Rydal, PA 19046*

October 21, 2021

Zoning officer and/or Zoning Hearing Board  
Lower Providence Township  
100 Parklane Dr  
Eagleville PA 19403


Re: Zoning Application, 4<sup>th</sup> St, 430005020004 (Block 22, unit 33) and  
Zoning Application, 5<sup>th</sup> St, 430004600001 (Block 21, units 21 & 22)

Dear Gentlemen and Ladies,

Enclosed is a Zoning Application, from Mikelen, LLC  
**This will confirm that Miklen, LLC has our permission to submit this application and to represent us at the zoning hearing board. They are the equitable owners of these lots.**

Please schedule a zoning hearing on the application and send us notice of the date, time and location.

Sincerely,  
Grace Building Co., Inc



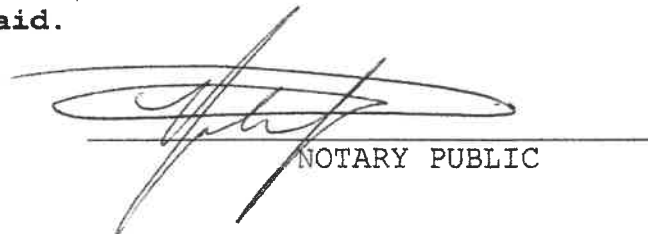
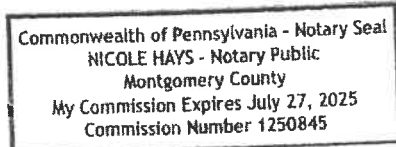
By: Charles Breinig, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 21<sup>st</sup> day of October, 2021

**IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year aforesaid.**

(SEAL)



NOTARY PUBLIC



# STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

ASVL

## PARTIES

BUYER(S): MIKELEN, LLC

SELLER(S): C. EVERETT, INC., and GRACE BUILDING CO., INC., By: CHARLES BREINIG, Principal Officer

BUYER'S MAILING ADDRESS:

SELLER'S MAILING ADDRESS:

## PROPERTY

☐ See Property Description Addendum

ADDRESS (including postal city) SEE ATTACHED LIST OF PROPERTIES

in the municipality of LOWER PROVIDENCE, ZIP \_\_\_\_\_, County of MONTGOMERY  
in the School District of METHACTON, in the Common wealth of Pennsylvania.  
Tax ID #(s) \_\_\_\_\_ and/or  
Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recording Date; Control #): FOUR TAX PARCELS: 43-00-04600-00-1, 43-00-04603-00-7, 43-00-05020-00-4 AND 43-00-13252-00-7

## BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☒ No Business Relationship (Buyer is not represented by a broker)

Broker (Company) \_\_\_\_\_

Licensee(s) (Name) \_\_\_\_\_

Company License # \_\_\_\_\_

State License # \_\_\_\_\_

Company Address \_\_\_\_\_

Direct Phone(s) \_\_\_\_\_

Company Phone \_\_\_\_\_

Cell Phone(s) \_\_\_\_\_

Company Fax \_\_\_\_\_

Email \_\_\_\_\_

Broker is (check only one):

Licensee(s) is (check only one):

☐ Buyer Agent (Broker represents Buyer only)

☐ Buyer Agent (all company licensees represent Buyer)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

## SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☒ No Business Relationship (Seller is not represented by a broker)

Broker (Company) \_\_\_\_\_

Licensee(s) (Name) \_\_\_\_\_

Company License # \_\_\_\_\_

State License # \_\_\_\_\_

Company Address \_\_\_\_\_

Direct Phone(s) \_\_\_\_\_

Company Phone \_\_\_\_\_

Cell Phone(s) \_\_\_\_\_

Company Fax \_\_\_\_\_

Email \_\_\_\_\_

Broker is (check only one):

Licensee(s) is (check only one):

☐ Seller Agent (Broker represents Seller only)

☐ Seller Agent (all company licensees represent Seller)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

## DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: LPon

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Seller Initials: CA



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Wister Pearlstone Blue Bell Executive Campus 460 Norristown Rd Suite 110 Blue Bell, PA 19422

Phone: (610) 825-8400

Fax

rev. 5/20; rel. 6/20

Michelle Scarpone

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4 breafing lets  
NON-MEMBER

12 5th Street (off Sunyside Ave) (behind Merckes)  
Owner: Grace Building Co., Inc. (both lots)  
Tax Parcel 430004800001, Tax Map Block 21 Unit 21  
Tax Parcel 430004803007, Tax Map Block 21 Unit 22  
c/w 2811 6th St  
Decision Court Docket Entry 12076801-0 (Doc 8/20/19-27548)

13 4th Street (off Hilltop Ave)  
Owner: Grace Building Co., Inc.  
E221085  
430004802004  
Decision Court Docket Entry 12076801-0 (Doc 8/20/19-27545)

14 6th Street (off Hilltop Ave)  
Owner: Grace Building Co., Inc.  
E221087  
430004802007  
Decision Court Docket Entry 12076802-0 (Doc 8/20/19-27547)

1. By this Agreement, dated JULY 9, 2021  
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (1-16)

(A) Purchase Price \$ [REDACTED] U.S. Dollars), to be paid by Buyer as follows:  
1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date,  
if not included with this Agreement: \$ \_\_\_\_\_  
2. Additional Deposit within \_\_\_\_\_ days of the Execution Date: \$ \_\_\_\_\_  
3. \_\_\_\_\_ \$ \_\_\_\_\_  
Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: BRANDYWINE ABSTRACT TITLE COMPANY), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SELLER ASSIST (If Applicable) (2-12)

Seller will pay \$ N/A or \_\_\_\_\_ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. SETTLEMENT AND POSSESSION (1-16)

(A) Settlement Date is [REDACTED], or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: \_\_\_\_\_

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

5. DATES/TIME IS OF THE ESSENCE (2-12)

(A) Written acceptance of all parties will be on or before: \_\_\_\_\_

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

62 Buyer Initials: LO92

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Seller Initials: [Signature]

6. ZONING (1-16)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

7. FIXTURES AND PERSONAL PROPERTY (6-20)

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens. Also included:

(B) The following items are not owned by Seller and may be subject to a lease or other financing agreement:

(C) EXCLUDED fixtures and items:

8. MORTGAGE CONTINGENCY (1-18)

☒ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

☐ ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum term _____ years	Minimum term _____ years
Type of mortgage _____	Type of mortgage _____
For:	For:
<input type="checkbox"/> Land acquisition only	<input type="checkbox"/> Land acquisition only
<input type="checkbox"/> Land acquisition and construction	<input type="checkbox"/> Land acquisition and construction
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
Loan-To-Value (LTV) ratio not to exceed _____ %	Loan-To-Value (LTV) ratio not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %	interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan ) excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

(B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than \_\_\_\_\_

1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good-faith effort to obtain mortgage financing.

2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):

a. Does not satisfy the terms of Paragraph 8(A), OR

b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within \_\_\_\_\_ 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

(C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

124 Buyer Initials: LDOR

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Seller Initials: CS

- (D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- (E) Within        days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
- (F) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.
- (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires a task(s) to be performed to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will comply with the lender's or insurer's requirements at Seller's expense.
1. If Seller complies with the lender's or insurer's requirements to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.
  2. If Seller will not comply with the lender's or insurer's requirements, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
    - a. Comply with the lender's or insurer's requirements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
    - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this agreement by written notice to seller within that time, Buyer will accept the Property, comply with the lender's or insurer's requirements at Buyer's expense and agree to the release in Paragraph 29 of this agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (6-20)

If a change in Buyer's financial status affects Buyer's ability to purchase, Buyer will promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

10. SELLER REPRESENTATIONS (1-16)

(A) Status of Water

Seller represents that the Property is served by:

☒ Public Water    ☐ Community Water    ☐ On-site Water    ☐ None    ☒ ~~WATER LINES IN ADJACENT STREET~~

(B) Status of Sewer

1. Seller represents that the Property is served by:

☒ Public Sewer    ☐ Community Sewage Disposal System    ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)  
☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1)    ☐ Holding Tank (see Sewage Notice 3)  
☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)  
☐ None (see Sewage Notice 1)    ☒ None Available/Permit Limitations in Effect (see Sewage Notice 5)

☒ ~~SEWER LINES IN ADJACENT STREET~~

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Buyer Initials: LDN

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Seller Initials: LA

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents that Seller has no knowledge except as noted in this Agreement that: (1) The Property has been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, a Special Flood Hazard Area, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 10(C).

(E) **Historic Preservation**

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_

(F) **Land Use Restrictions**

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):

- ☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)  
☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)  
☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
☐ Other \_\_\_\_\_

2. **Notices Regarding Land Use Restrictions**

- a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(G) **Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments (excluding assessed value) have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_
2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_

Buyer Initials: LDH

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Seller Initials: LD

(H) Highway Occupancy Permit

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation and/or the municipality. It should not be presumed that agricultural and other existing accesses or driveways are permitted.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.

12. BUYER'S DUE DILIGENCE/INSPECTIONS (6-20)

(A) Rights and Responsibilities

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. Unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to this inspection is not waived by any other provision of this Agreement.
3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or reimbursing Seller for any loss of value.
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

(B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. All inspections shall be performed in a non-invasive manner, unless otherwise agreed in writing. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D) for Notices Regarding Property & Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a written corrective proposal(s) to Seller, according to the terms of Paragraph 13(B).

**Property Inspections and Environmental Hazards**

284 285 286 287 288	Elected Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select. (See Notices Regarding Property & Environmental Inspections)	Waived
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289 290 291 292 293	Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____	Waived
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294 295 296 297 298	Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the existing inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.	Waived
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299 300 301	Elected Connection to Off-Site Water Source Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service Provider): _____ . (See Paragraph 14)	Waived
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302 303	Elected On-Lot Sewage (If Applicable) Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic load	Waived
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304 305 306 307 308	test, from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.	Waived
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309 310 311 312	Elected Connection to Off-Site Sewage Disposal System Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name of Service Provider): _____ are acceptable to Buyer. (See Paragraph 15)	Waived
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313 314	Elected Property and Flood Insurance Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insur-	Waived
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318 Buyer Initials: LOA



319           ance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need  
320           for flood insurance and possible premium increases.  
321       Elected   Property Boundaries  
322           Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal descrip-           Waived  
323           tion, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as  
324           it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed  
325           barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of  
326           property are approximations only and may be inaccurate.  
327       Elected   Other

Waived

328  
329  
330   The Inspections elected above do not apply to the following existing conditions and/or items:  
331  
332

333   (D) Notices Regarding Property & Environmental Inspections

- 334   1. Electromagnetic fields: Electromagnetic Fields (EMFs) occur around all electrical appliances and power lines. Conclusive  
335       evidence that EMFs pose health risks does not exist at present, and Pennsylvania has no laws regarding this issue.  
336   2. Environmental Hazards: The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal  
337       of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsi-  
338       bility to dispose of them properly. Inquiries or requests for more information about hazardous substances can be directed to the  
339       U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C. 20460, (202)  
340       272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg,  
341       PA 17120.  
342   3. Wetlands: Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer or  
343       surveyor to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or  
344       develop the property would be affected or denied because of its location in a wetlands area.

345   13. INSPECTION CONTINGENCY (6-20)

346   (A) The Contingency Period is 60 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected  
347       in Paragraph 12(C).

348   (B) Within the stated Contingency Period and as the result of any Inspection elected in Paragraph 12(C), except as stated in Paragraph  
349       13(C):

- 350   1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in  
351       their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in  
352       Paragraph 29 of this Agreement, OR  
353   2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
354       their entirety to Seller and terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer  
355       according to the terms of Paragraph 27 of this Agreement, OR  
356   3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in  
357       their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by  
358       Buyer.

359   The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the  
360   corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the cor-  
361   rections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental  
362   requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

363   a. Following the end of the Contingency Period, Buyer and Seller will have \_\_\_\_\_ days (5 if not specified) for a Negotiation  
364       Period. During the Negotiation Period:

- 365       (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR  
366       (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improve-  
367           ments to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

368   If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written  
369   agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement and the Negotiation  
370   Period ends.

371   b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within  
372       \_\_\_\_\_ days (2 if not specified) following the end of the Negotiation Period, Buyer will:

- 373       (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this  
374           Agreement, OR  
375       (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
376           of Paragraph 27 of this Agreement.

377   If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement by  
378   written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree to the  
379   RELEASE in Paragraph 29 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation Period.

380   (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_  
381       days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the  
382       name of the company to perform the expansion or replacement, provisions for payment, including retests; and a projected completion

383   Buyer Initials: CD

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Seller Initials: LE



date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:

1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 29 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

#### 14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY

- X NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system. WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.

- ELECTED. Contingency Period: \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.
1. Within the Contingency Period, Buyer will make a completed, written application for municipal approval for the installation of an on-site water system from \_\_\_\_\_ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
  2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
  3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:
    - a. **Accept the Property and agree to the RELEASE** in paragraph 29 of this Agreement, OR
    - b. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
    - c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in Paragraph 29 of this Agreement.

15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY (I-16)  
☒ NOT APPLICABLE

- ☒ NOT APPLICABLE. The Property has an existing sewage disposal system.  
☐ WAIVED. Seller has provided to Buyer a current Site Investigation and Percolation Test Report on a form approved by the Pennsylvania Department of Environmental Protection. Buyer understands and acknowledges that Buyer is not required to accept the results of the Report provided by Seller and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.

1. **Within the Contingency Period, ☐ Buyer or ☐ Seller will make a completed, written application for municipal approval for the installation of an individual on-lot sewage disposal system from \_\_\_\_\_ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.**
2. **If the municipality requires the application to be signed by the current owner, Seller agrees to do so.**
3. **If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:**
- a. **Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR**
  - b. **Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR**
  - c. **Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.**

If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in Paragraph 29 of this Agreement.

## 16. REAL ESTATE TAXES AND ASSESSED VALUE (1-16)

In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax. Certain improvements will result in the Property being reassessed and Buyer will receive an interim tax bill for the increased taxes due for the current tax period. This interim tax bill may not be covered by Buyer's tax escrow with the lender, if any.

17. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (6-20)

- (A) In the event any notices of public and/or private assessments as described in Paragraph 10(G) (excluding assessed value) are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

Buyer Initials: *LDR*

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
- Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 29 of this Agreement, OR
  - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 17(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.
- (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
- Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
    - Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
    - Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
      - Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
      - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.
- If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
  - If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 17 (B)(3) will survive settlement.

**18. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (2-12)**

(A) Property is NOT a part of a Planned Community unless checked below.

☐ **PLANNED COMMUNITY (HOMEOWNER ASSOCIATION).** The Property is part of a planned community as defined by the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in section 5407 (a) of the Act.

**(B) THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.**

- Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate. 4
- The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 of this Agreement.
- If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

**19. TITLES, SURVEYS AND COSTS (6-20)**

(A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, excepting however the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

Buyer Initials: LAQ

- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
- (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller will promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.
- (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 27 of this Agreement and Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 19(C) items (1), (2), (3) and in Paragraph 19(E).
- (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.
- ☐ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.
- (I) **COAL NOTICE (Where Applicable)**  
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL 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. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
- (J) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here:  
☐ Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.
2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.
- 20. MAINTENANCE AND RISK OF LOSS (1-16)**
- (A) Seller will maintain the Property (including but not limited to grounds, fixtures, appliances, and personal property) specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any part of the Property included in the sale is damaged or fails before settlement, Seller will:
1. Repair or replace that part of the Property before settlement, OR
  2. Provide prompt written notice to Buyer of Seller's decision to:
    - a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mortgage lender, if any, OR
    - b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value of the damaged or failed part of the Property.
  3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
    - a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
    - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

576 Buyer Initials: WDR

ASYL Page 10 of 13

Seller Initials: WDR

- If Buyer fails to respond within the time stated in Paragraph 20(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.
- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
  2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
21. **RECORDING (9-05)**  
This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
22. **ASSIGNMENT (2-12)**  
This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
23. **GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**  
(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.  
(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.
24. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-16)**  
The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (the transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.
25. **NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (1-16)**  
The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 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 particular property, or to check the information on the Pennsylvania State Police website at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).
26. **REPRESENTATIONS (2-12)**  
(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.  
(B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.  
(C) Any repairs required by this Agreement will be completed in a workmanlike manner.  
(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
27. **DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**  
(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 27(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.  
(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:  
  1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
  2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
  3. According to the terms of a final order of court.
  4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 27 (C))  
(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not

Buyer Initials: LD & R

Seller Initials: [Signature]  
4 breeding lots

specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof), or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 27 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) Unless otherwise checked in Paragraph 27(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 27 (F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

#### 28. **MEDIATION (7-20)**

~~Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the completion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing party should the court find that a party has unreasonably breached this provision or acted in bad faith. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.~~

#### 29. **RELEASE (1-16)**

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all obligations, claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

#### 30. **REAL ESTATE RECOVERY FUND (1-18)**

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

#### 31. **COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)**

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 18. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

LOOR

702 Buyer Initials: \_\_\_\_\_

ASVL Page 12 of 13

Seller Initials: \_\_\_\_\_

32. HEADINGS (1-16)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

33. SPECIAL CLAUSES (2-12)

(A) The following are part of this Agreement if checked:

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- ☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- ☐ Appraisal Contingency Addendum (PAR Form ACA)

(B) Additional Terms:

It understood that the Seller's, corporate officer, Charles Breinig, has a real estate broker's license.  
The properties do NOT have public water in the street adjacent to the properties.  
The lot on 5th street does not have public sewer, It is the Seller's belief that the house behind them, has a sewer lateral that runs downhill to Sunnyside Ave.

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER MIKELEN, LLC

DATE 7.6.21

BUYER

DATE

BUYER

DATE

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER C. EVERETT, INC.

DATE

SELLER and GRACE BUILDING CO, INC.

DATE

By: CHARLES BREINIG, Principal Officer

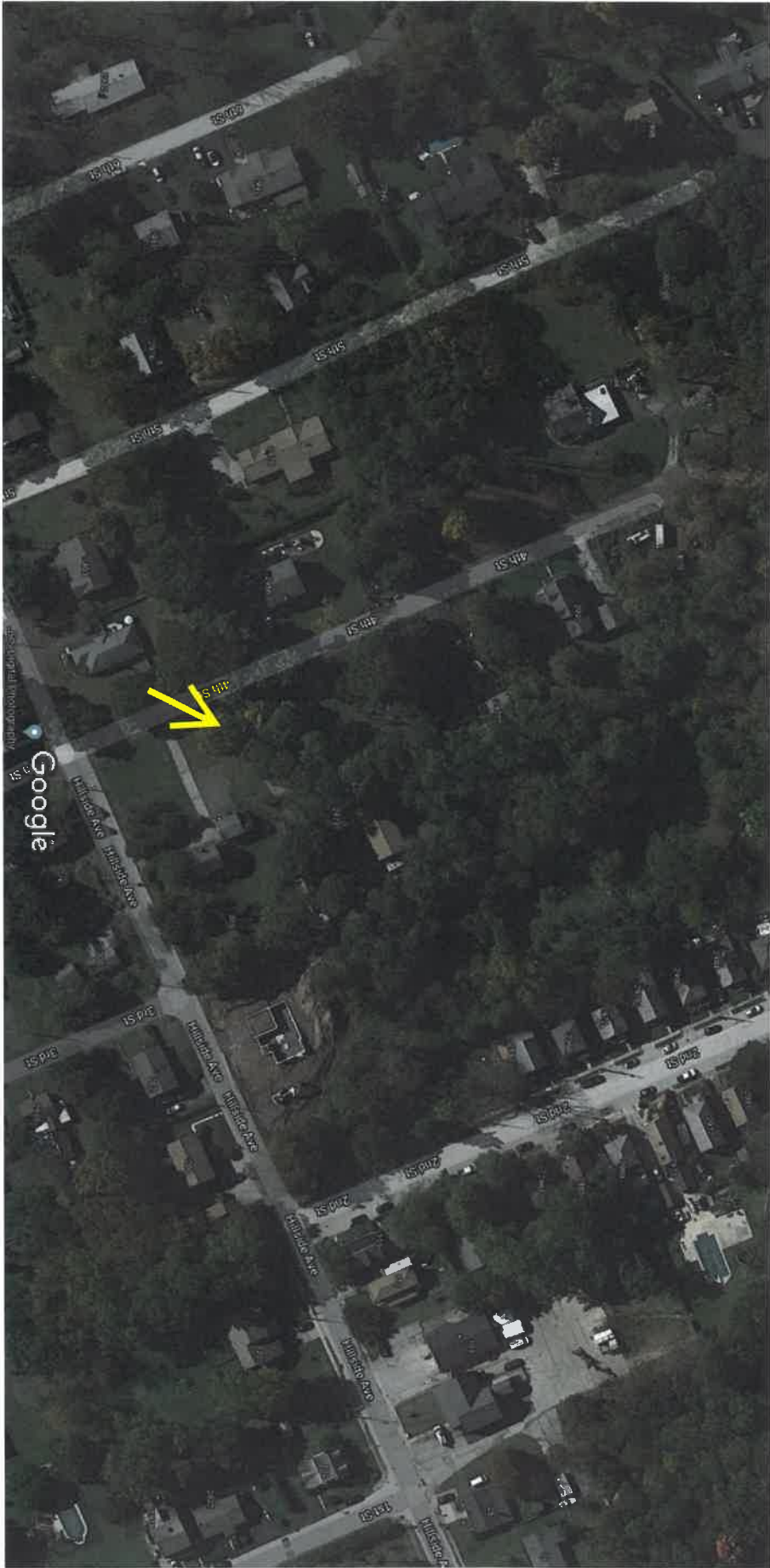
DATE 7/6/21

**EXHIBIT "A"**

**Google Maps Image of Property and Surrounding Neighborhood**



Fourth Street - Trooper, PA



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 50 ft



**EXHIBIT "B"**  
**Sketch Plan**

EXISTING FEATURES LEGEND  
BOUNDARY LINE  
ADJOINER LINE  
SETBACK LINE  
SLANTED TEXT DENOTES EXISTING FEATURE  
PROPOSED FEATURES LEGEND  
VERTICAL TEXT DENOTES PROPOSED FEATURES



Stop - Call Before You Dig!  
Pennsylvania Act 181 (2007) requires  
notification by excavators, designers, or any  
person preparing to disturb the earth's  
surface anywhere in the commonwealth  
Pennsylvania One Call System, Inc.  
811 or 1-800-242-1776



TAX PARCEL & RECORD OWNERS

43-00-05020-00-4  
GRACE BUILDING CO. INC.  
FOURTH ST.  
D.B. NOT ABLE TO OBTAIN PAGE: NOT ABLE TO OBTAIN

SITE DATA:

SITE ADDRESS: 4TH STREET  
GROSS/NET LOT AREA: 4,000 S.F.  
235% STEEP SLOPE AREA: 0 S.F.

EQUITABLE OWNER:

MIKELEN, LLC  
460 NORRISTOWN ROAD, SUITE 110  
BLUE BELL, PA 19422-2323

ZONING DATA

R-2 RESIDENTIAL DISTRICT (WITH PUBLIC SEWER AND PUBLIC WATER SERVICE)  
PROPOSED USE: SINGLE FAMILY DETACHED DWELLING

	REQUIRED	PROVIDED
MIN. LOT AREA	25,000 S.F.**	4,000 S.F.**
MIN. LOT WIDTH AT BUILDING LINE	100 FT.	40 FT.**
MIN. BUILDING SETBACKS:		
FRONT YARD (F.Y.)	50 FT.	20 FT.**
SIDE YARD (S.Y.)	25 FT.	8 FT.**
REAR YARD (R.Y.)	60 FT.	30 FT.**
MAX. TOTAL BUILDING COVERAGE	20%	29% (1,158 S.F.)**
MAX. TOTAL IMPERVIOUS COVERAGE	30%	31% (1,235 S.F.)
MAX. BUILDING HEIGHT	35 FT.	≤ 35 FT.

\*PERCENTAGE OF LOT AREA  
\*\*REFER TO COURT STIPULATION

GENERAL NOTES:

- THE BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON WAS DEVELOPED FROM DEED PLOT, TAX MAP IMAGERY, GEOSPATIAL DATA FROM THE COUNTY OF MONTGOMERY, PENNSYLVANIA SPATIAL DATA ACCESS (PSDA), FEMA AND U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY, AND WAS NOT BASED ON AN ACTUAL FIELD SURVEY.
- THIS DRAWING IS A BUILDING PERMIT PLAN TO BE USED STRICTLY FOR PLANNING AND ZONING PURPOSES ONLY. THE PLAN MAY BE SUBJECT TO FURTHER REQUIREMENTS SUCH AS A GRADING AND STORM WATER MANAGEMENT PLAN, OR APPROVAL FROM TOWNSHIP ENGINEER PRIOR TO CONSTRUCTION. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, STATE, AND OTHER APPLICABLE APPROVALS ARE NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FUTURE EXAMINATION AND VERIFICATION.
- THE SITE AREA SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 42081C0245G, MAP REVISED MARCH 22, 2016.
- LABELS FOR EXISTING FEATURES ARE SLANTED AND ALL PROPOSED FEATURES ARE VERTICAL.



NO.	REVISION	DATE	BY



SEAL	SEAL

MANAGER	NEP
DESIGN	AKK
DRAFT	-
FILE	MIK-03
NOTES	SCALE 1\"/>



**BURSICH ASSOCIATES**  
ENGINEERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS  
5108 LEBY HILL DR.  
POTTSVILLE, PA 17854  
610.325.6000

www.bursich.com

CLIENT

MIKELEN, LLC  
460 NORRISTOWN ROAD, SUITE 110  
BLUE BELL, PA 19422323

SUBJECT

BUILDING PERMIT PLAN

4TH STREET TRACT

LOWER PROVIDENCE TWP., MONTGOMERY COUNTY, PENNSYLVANIA

JOB NO.	218217.00
SHEET NO.	01 OF 01
DWG. NO.	BP_4TH ST.

**EXHIBIT "C"**  
**Architects Plan**

# ARCHITECTURAL PLANS FOR: The 24' House Project #21052

NOTE:  
11x17 PLANS ARE  
HALF SCALE SHOWN

## LOADS (lbs/SF)

	LIVE	DEAD
ATTIC WITHOUT STORAGE	10	-
ATTIC WITH LIMITED STORAGE	20	-
HABITABLE ATTICS	30	-
BALCONIES (EXTERIOR) & DECKS	40	10
FIRE ESCAPES	40	-
GUARDRAILS AND HANDRAILS	200	-
GUARDRAILS IN-FILL COMPONENTS	50	-
PASSENGER VEHICLE GARAGES	50	70
NON SLEEPING ROOMS	40	10
SLEEPING ROOMS	30	10
STAIRS	40	10
ROOF	30*	17
WIND SPEED	90 mph*	
CLIMATE ZONE*	ZONE 4*	
SEISMIC DESIGN CATEGORY*	CAT. B*	

\*NOTE:  
ARCHITECT TO BE NOTIFIED IF LOCATION OF PROJECT DIFFERS  
FROM SPECIFIED PLANNING ZONES

## SQUARE FOOTAGE TABLE

	S.F.	NO.
FIRST FLOOR	902	C1
SECOND FLOOR	1,058	C2
TOTAL	1,960	C3
BASEMENT UNFIN. (SLAB)	799	A1.1
GARAGE (SLAB)	221	A1.2
		A2
		A3
		A4.0
		A4.1
		E1.1
		P1

9' CLG. @ FIRST FLOOR  
8' CLG. @ SECOND FLOOR  
7'-8" CLG. @ BASEMENT  
10'-0 5/8" CLG. @ GARAGE

## SCHEDULE OF DRAWINGS

NAME:	
COVER SHEET	
GENERAL NOTES	
GENERAL NOTES	
FOUNDATION PLAN	
FIRST FLOOR PLANS	
SECOND FLOOR PLANS	
ELEVATIONS/ROOF PLAN	
SECTIONS	
DETAILS	
WALL SECTIONS	
ELECTRICAL PLANS	
BRACED WALL PANEL DETAILS	

## CODE

IRC 2015

 <p>Cedar Design &amp; Development 123 Leveeington Avenue The Mill, Suite 300 Philadelphia, PA 19127 PH. 215.483.6200 info@cedardevelopment.com</p>	 <p>Lanny H. Roseman, AIA</p>	DATE: 08-23-21	REMARKS: PERMIT SET	REV:	<p>COPYRIGHT © 2015 BY CEDAR DEVELOPMENT, PHILADELPHIA, PA. THESE DOCUMENTS AND ANY RIGHTS RESERVED ARE THE PROPERTY OF CEDAR DEVELOPMENT AND MAY NOT BE REPRODUCED, COPIED OR PARTLY REPRODUCED, IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF CEDAR DEVELOPMENT, INC.</p>
		PROJECT: The 24' House 21052	<p>PROJECT FILE: COVER SHEET</p> <p>DATE: 08-23-21</p> <p>DESIGNER: C1</p>		

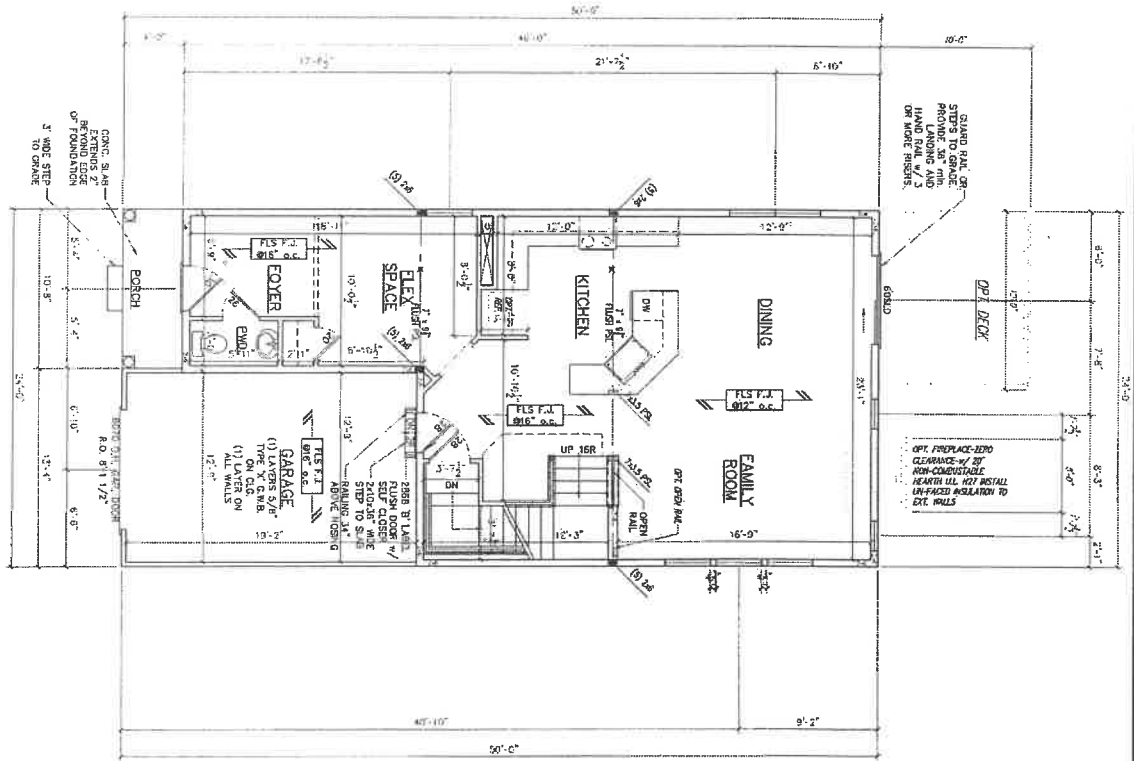








FIRST FLOOR 902 S.F.

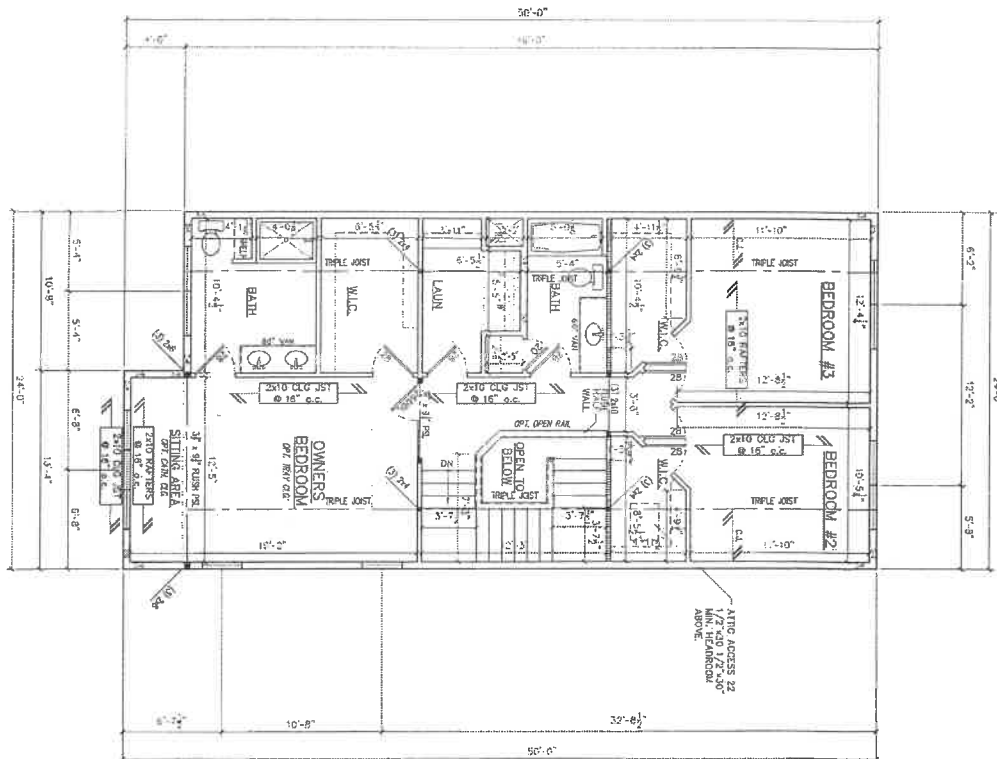


1 FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

GENERAL NOTE  
SEE SHEET C2 FOR GENERAL NOTES

<b>PROJECT</b> <b>The 24' House</b> 21052		<b>OWNER</b> Cadre Design & Development 123 Limestone Avenue The Mill, Suite 300 Philadelphia, PA 19127 PH: 215.483.6200 info@cadredevelopment.com		<b>DATE</b> 08-23-21		<b>REMARKS</b> PERMIT SET		<b>REVISIONS</b> 01-01-21		<b>NOTES</b> 1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED. 3. ALL FLOORS ARE 4" THICK CONCRETE ON 8" REINFORCED GRAVEL FILL UNLESS OTHERWISE NOTED. 4. ALL ROOFS ARE 2" THICK POLYSTYRENE INSULATION ON 4" REINFORCED CONCRETE SLAB UNLESS OTHERWISE NOTED. 5. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE ON 8" REINFORCED GRAVEL FILL UNLESS OTHERWISE NOTED. 6. ALL EXTERIOR FLOORS ARE 4" THICK CONCRETE ON 8" REINFORCED GRAVEL FILL UNLESS OTHERWISE NOTED. 7. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE ON 8" REINFORCED GRAVEL FILL UNLESS OTHERWISE NOTED. 8. ALL EXTERIOR FLOORS ARE 4" THICK CONCRETE ON 8" REINFORCED GRAVEL FILL UNLESS OTHERWISE NOTED. 9. ALL EXTERIOR WALLS ARE 12" THICK CONCRETE ON 8" REINFORCED GRAVEL FILL UNLESS OTHERWISE NOTED. 10. ALL EXTERIOR FLOORS ARE 4" THICK CONCRETE ON 8" REINFORCED GRAVEL FILL UNLESS OTHERWISE NOTED.	
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1 SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"

GENERAL NOTE  
SEE SHEET C2 FOR GENERAL NOTES

PROJECT	DATE	REVISION
PROJECT	08-31-21	A1.2

PROJECT: The 24' House  
21052

The 24' House  
21052



Cadre Design & Development  
123 Levensington Avenue  
The Mill, Suite 300  
Philadelphia, PA 19127  
PH: 215.483.6200  
info@cadredevelopment.com

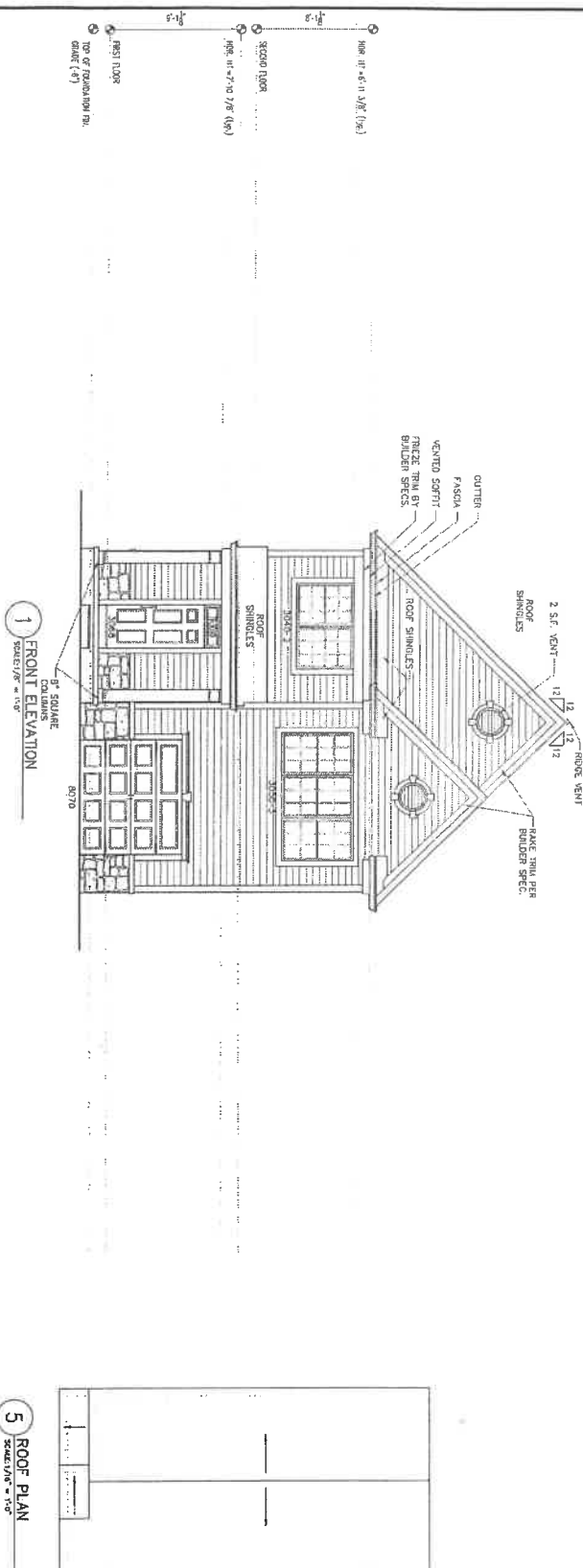


Lanny H. Roseman, AIA

DATE	REMARKS	REV
08-31-21	FOR SET	1

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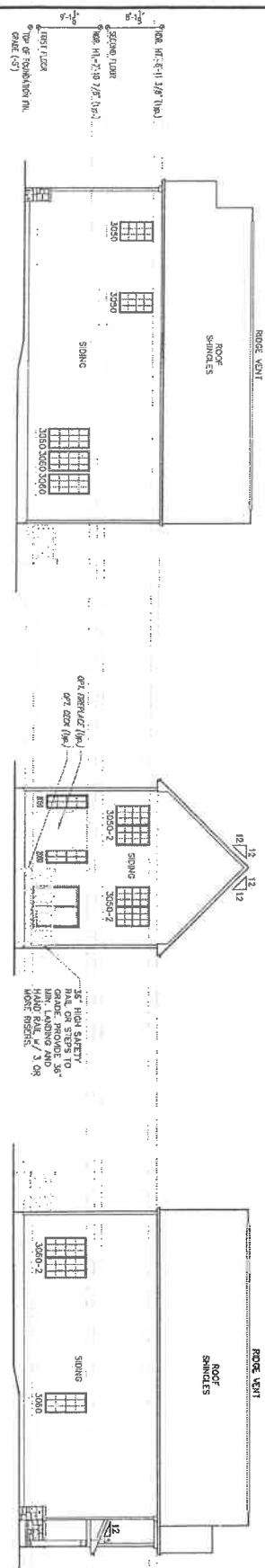
**DISCLAIMER**  
FINAL GRADE MAY VARY PER BUILDER'S  
DISCRETION



2 RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"

3 REAR ELEVATION  
SCALE: 1/16" = 1'-0"

4 LEFT ELEVATION  
SCALE 1/8" = 1'-0"



08-23-23	RT	08-23-23
A2		

The 24' House  
21052



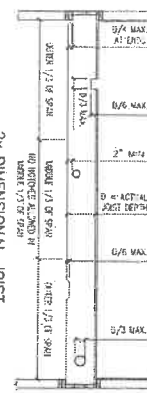
Cadre Design & Development  
123 Leverington Avenue  
The Mill, Suite 300  
Philadelphia, PA 19127  
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info@cadredevelopment.com



Lonny H. Rossman, AIA

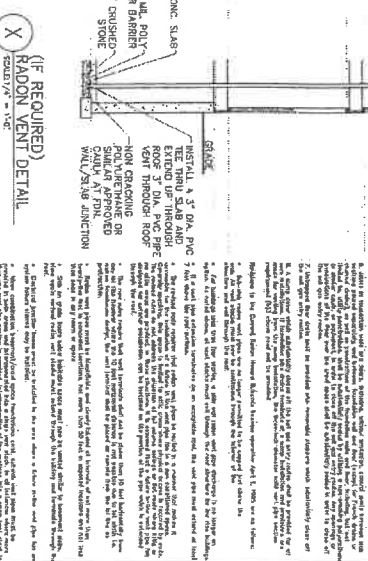
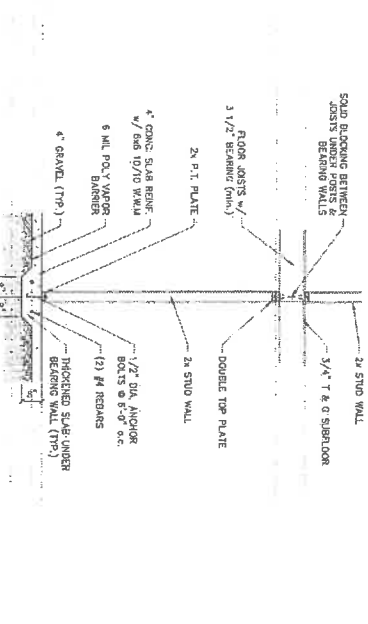
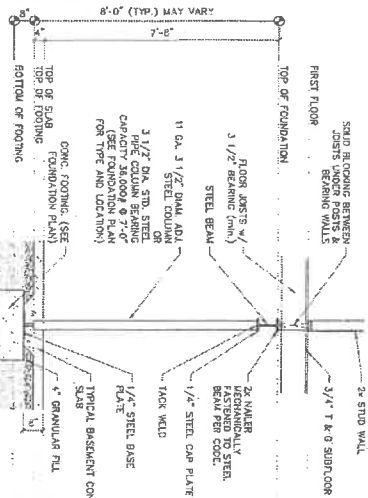
[illegible]





2x DIMENSIONAL JOIST CUTTING & NOTCHING  
SCALE 1/2" = 1'-0"

1b ENGINEERED I-JOIST CUTTING & NOTCHING  
SCALE 1/2" = 1'-0"

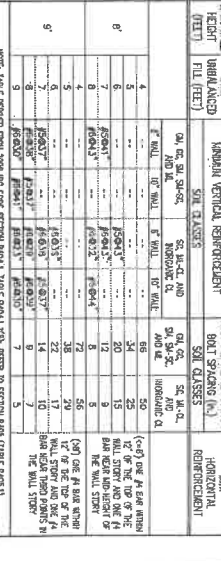
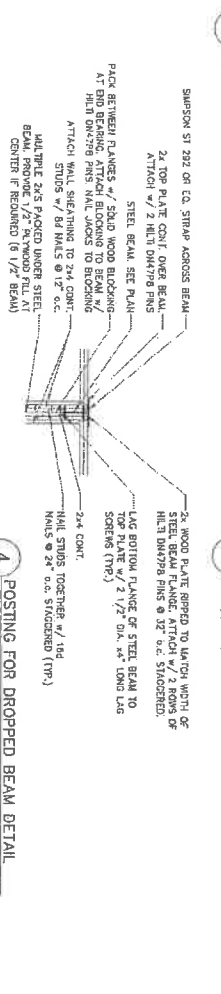


2x STUD WALL. Scale 1/2" = 1'-0". Shows cross-section of wall with dimensions: 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN. Labels: 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR.

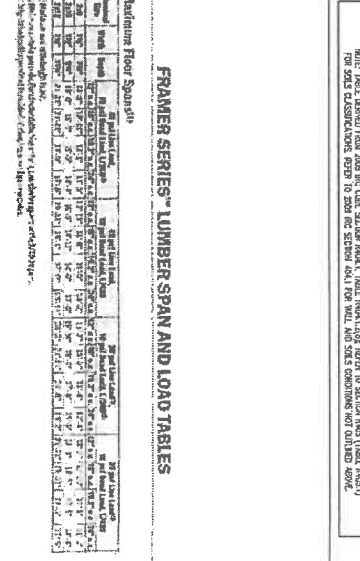
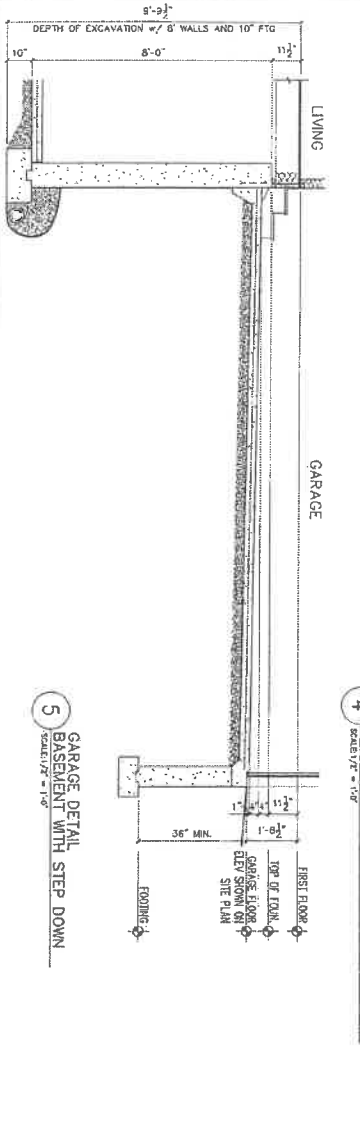
2 STEEL COLUMN DETAIL  
SCALE 1/2" = 1'-0"

3 THICKENED SLAB DETAIL  
SCALE 1/2" = 1'-0"

(IF REQUIRED)  
RADON VENT DETAIL  
SCALE 1/2" = 1'-0"



(IF REQUIRED) RADON VENT DETAIL. Scale 1/2" = 1'-0". Shows cross-section of vent with dimensions: 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN. Labels: 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR.



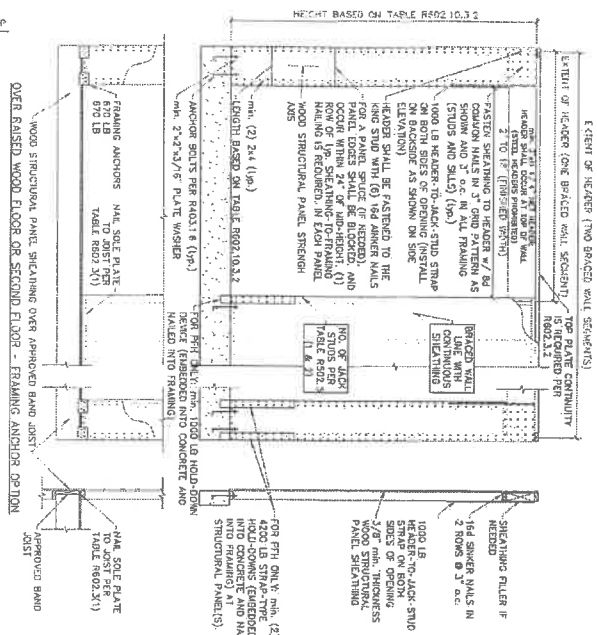
GARAGE DETAIL BASEMENT WITH STEP DOWN. Scale 1/2" = 1'-0". Shows cross-section of garage with dimensions: 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN, 11 1/2" MAX, 11 1/2" MIN. Labels: 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR, 2x STUD WALL, 3/4" T & O SUBFLOOR.

FRAMER SERIES™ LUMBER SPAN AND LOAD TABLES

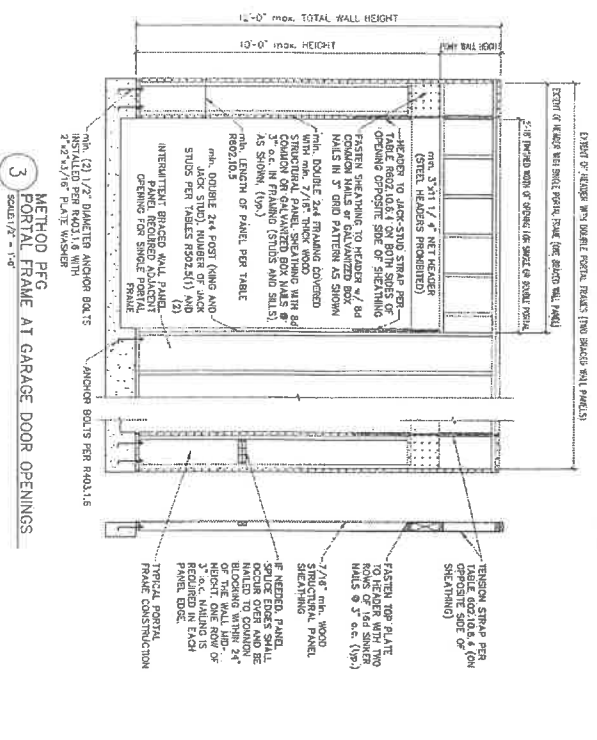




### SIDE ELEVATION

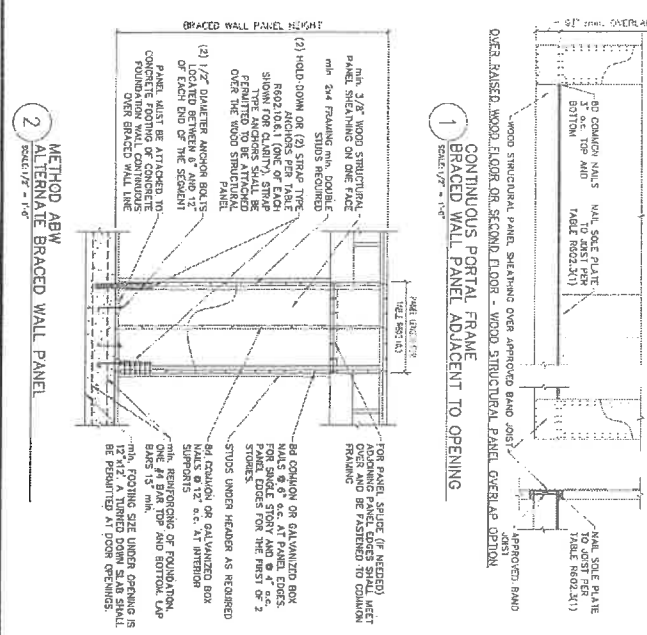


## SECTION

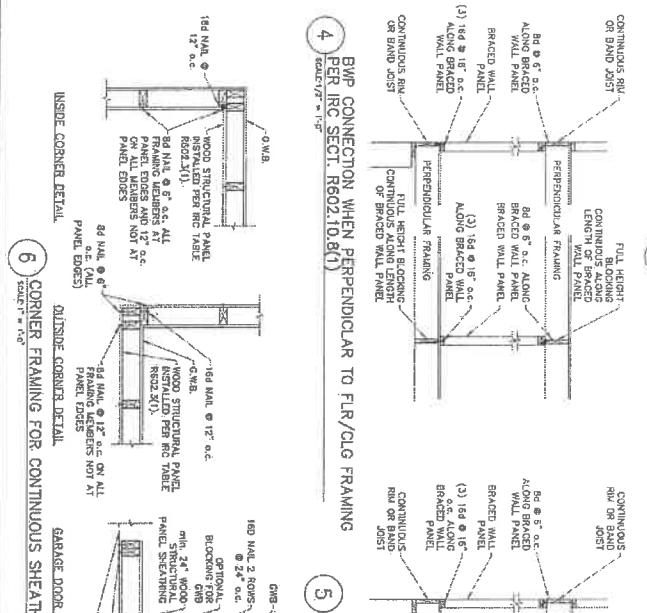


- # NOTES
- UNLESS OTHERWISE NOTED, THE FOLLOWING SHALL BE THE SPECIFIED METHODS FOR WALL BRICKING:
1. STRUCTURE TO BE FULLY SHEATHED WITH CONTINUOUS WOOD STRUCTURAL PANEL SHEATHING SHALL BE IN ACCORDANCE WITH METHOD 3 OF PART 5 SECTION 101.
  2. FOR BRICKED WALL WITH BRICKS 1/2 LESS THAN 1/2 IN. THICKNESS, THE FOLLOWING CONSTRUCTION METHOD SHALL BE USED PER THE SECTION 102.2.1.6.2 REFER TO THE SECTION 102.2.1.6.2 FOR THE CONSTRUCTION OF THE WALLS WITH THE CONTINUOUS WOOD STRUCTURAL PANELS.
  3. USE 4" OR 6" STUDS WITH 5" OR 6" STUDS AND 1/2" x 4" OR 1/2" x 6" INTERIOR SUPPORTS TO FASTEN WOOD PANEL AND WALL SHEATHING TO PLUMB, MILD, & TRUE SHEATHING FOR STUDS SHEATHING, REFER TO THE TABLE 1802.10.4 FOR FASTENING SCHEDULES.

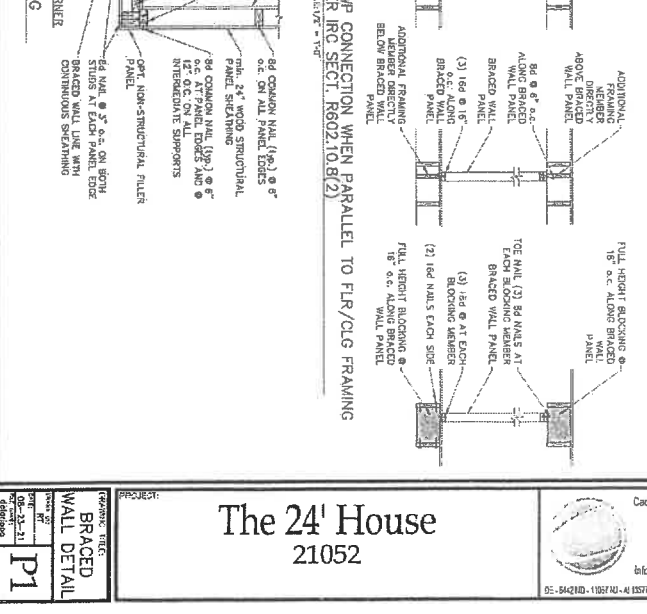
(3) 16d @ 18" o.c. ALONG BRACED



(3) 15d @ EACH  
BLOCKING MEMBER



5 CORNER FRAMING FOR  
SCALE = 1/8"



**EXHIBIT "D"**  
**Court Order**



4th St

IN THE COURT OF COMMON PLEAS, MONTGOMERY COUNTY, PENNSYLVANIA  
CIVIL DIVISION

MOSER CONSTRUCTION CO.

NO. 2019-27545

vs.

LOWER PROVIDENCE TOWNSHIP  
ZONING HEARING BOARD

:  
:  
:  
:  
:  
:  
:

**ORDER**

AND NOW, this 3<sup>rd</sup> day of August, 2020, upon consideration of the Appeal filed by Moser Construction Co., the Briefs filed in support and in opposition thereto, and after oral argument, it is hereby **ORDERED** and **DECREED** that the appeal and relief requested therein is **GRANTED** and the decision of the Lower Providence Township Zoning Hearing Board is hereby **REVERSED**.

BY THE COURT:



---

WENDY G. ROTHSTEIN, J.

E-Filed on 8/3/2020

Emailed to:

Jackie McAllister, Court Administration

Bri Kennedy

Judicial Secretary