



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

2-21-26	
Appeal Number	
11-23-2021	
Hearing Dates	
\$800.00	14540
Application Fee	ck#
OCT 22 2021 PM 1:49	
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.)

Equitable Owner

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?

^{not}
Public sewer water may 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:

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

If yes, See attached Addendum SEE Z-19-20
(List applicant's name, date & nature of appeal)

OWNER REQUESTED SIMILAR 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

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

N/A

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

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

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

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.

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 20th 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

Kristin L. Cullen
NOTARY PUBLIC

ADDENDUM

Sixth 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 Sixth Street in Lower Providence Township, Montgomery County, Pennsylvania, and being Montgomery County tax parcel 430013252007. 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 25,000 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

C. Everett., Inc
PO Box 415
Jenkintown, PA 19046

October 21, 2021

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

Re: Zoning Application, 6th St, 430013252007 (Block 22, unit 157)

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,
C. Everett, Inc.

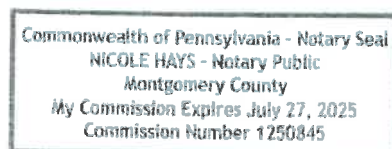

By: Charles Breinig, President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

As subscribed and sworn to before me this 21st 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	
<input type="checkbox"/> See Property Description Addendum	
ADDRESS (including postal city) SEE ATTACHED LIST OF PROPERTIES	
in the municipality of LOWER PROVIDENCE	ZIP
in the School District of METHACTON	County of MONTGOMERY
Tax ID #(s)	in the Commonwealth of Pennsylvania
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	
<input checked="" type="checkbox"/> 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):
<input type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> 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):
<input type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> 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: LPD

ASVL Page 1 of 13

Seller Initials: CA



Pennsylvania Association of Realtors®

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2020
rev. 5/20; tel. 6/20

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

Phone: (610) 825-8400 Fax: (610) 825-8401
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

4 breinig lots
NON-MEMBER

12 5th Street (off Sunyside Ave) (behind Merckes)
Owner: Grace Building Co., Inc (both lots)
Tax Parcel 430004600001, Tax Map Block 21 Unit 21
Tax parcel 430004603007, Tax Map Block 21 Unit 22
at No 2911 6th St
Decision Court Docket entry: 120765010 (Docket 2019-27548)

13 4th Street (off 11th Ave)
Owner: Grace Building Co., Inc
E221055
430015020004
Decision Court Docket entry: 120765010 (Docket 2019-27545)

14 6th Street (off 11th Ave)
Owner: G. E. V. Inc
E221057
430015020007
Decision Court Docket Entry: 120765010 (Docket 2019-27547)

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 \$ 200,000.00

1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement;

U.S. Dollars), to be paid by Buyer as follows:

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 _____

(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: LOP

ASVL Page 2 of 13

Seller Initials: CE

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.

Zoning Classification, as set forth in the local zoning ordinance: **NON-CONFORMING RESIDENTIAL LOTS**

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):

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

Buyer Initials: LDOR

ASVL Page 3 of 13

Seller Initials: CL

- (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.

188 Buyer Initials: LD

ASVL Page 4 of 13

Seller Initials: GA

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: _____

252 Buyer Initials: LDH

ASVL Page 5 of 13

Seller Initials: LDH

(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

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
---------	--	--------

Deeds, Restrictions and Zoning

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
---------	---	--------

Water Service

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
---------	--	--------

Connection to Off-Site Water Source

Elected	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
---------	---	--------

On-Lot Sewage (If Applicable)

Elected	Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic load	Waived
---------	--	--------

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.

Elected		Waived
---------	--	--------

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

Elected	Buyer. (See Paragraph 15)	Waived
---------	---------------------------	--------

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-

Buyer Initials: LOA

ASVL Page 6 of 13

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Seller Initials: CG
4 binding lots

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
 328
 329 Waived

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

Seller Initials: LS

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

- ☒ 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 with Seller as acceptable to the lender(s), if any, 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. 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 with the lender(s) within _____, _____

If Buyer and Seller do not reach a written agreement with Seller as acceptable to the lender(s), if any, 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:

448 Buyer Initials: *LP DL*

- 449 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices
450 and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
451 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
452 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
453 that Buyer will:

- 454 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph
455 29 of this Agreement, OR
456 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
457 Paragraph 27 of this Agreement.

458 If Buyer fails to respond within the time stated in Paragraph 17(A)(2) or fails to terminate this Agreement by written
459 notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this
460 Agreement.

- 461 (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
462 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
463 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of
464 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to
465 Seller.

- 466 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy
467 of the notice to Buyer and notify Buyer in writing that Seller will:

468 a. 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

469 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
470 notify Seller in writing within 5 DAYS that Buyer will:

471 (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
472 will not be unreasonably withheld, OR

473 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
474 of Paragraph 27 of this Agreement.

475 If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by
476 written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph
477 29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the
478 terms of the notice provided by the municipality.

- 479 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement
480 Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to
481 Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

- 482 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,
483 Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 17 (B)(3) will survive
484 settlement.

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

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

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

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

- 492 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a
493 Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that
494 the association is required to provide these documents within 10 days of Seller's request.

- 495 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer
496 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the
497 association in the Certificate. 4

- 498 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents
499 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer
500 declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 of this
501 Agreement.

- 502 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will
503 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement,
504 and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
505 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees
506 and charges paid in advance to mortgage lender.

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

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

512 Buyer Initials: LOA

- (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: 

ASVL Page 10 of 13

Seller Initials: 

- 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.
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.

LBOR

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

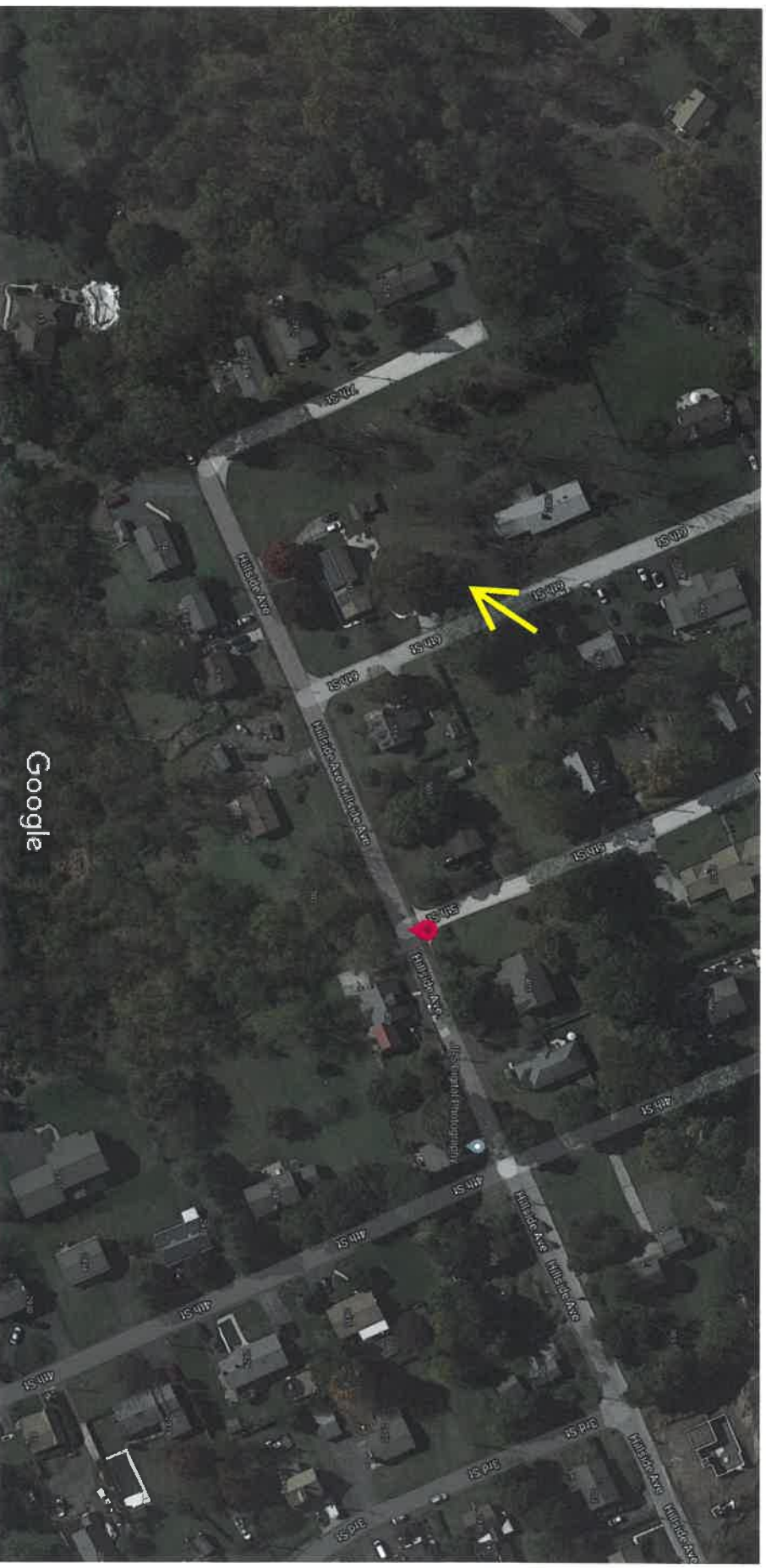
By: CHARLES BREINIG, Principal Officer

DATE 7/6/21

EXHIBIT "A"

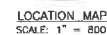
Google Maps Image of Property and Surrounding Neighborhood

Sixth Street - Trooper, PA

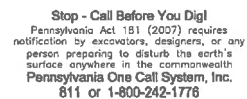


Imagery ©2021 Maxar Technologies, Map data ©2021 50 ft

EXHIBIT “B”
Sketch Plan



VERTICAL TEXT DENOTES PROPOSED FEATURES



1. THE BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON WAS DEVELOPED FROM DEED PLAT, TAX MAP RECORDS, GEOSPATIAL DATA FROM THE COUNTY OF MONTEGOMERY, AND AERIAL PHOTOGRAPHY. THE DATA WAS OBTAINED FROM THE STATE OF MARYLAND SERVICE NATIONAL VEGETATION INVENTORY, AND WAS NOT BASED ON AN ACTUAL FIELD SURVEY.

2. 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 OF THE CITY OF ROCKVILLE, MARYLAND, AND THE STATE OF MARYLAND. THE TOWNSHIP ENGINEER PRIOR TO CONSTRUCTION, THE FEASIBILITY WITH RESPECT TO THE LOCAL, STATE AND FEDERAL REQUIREMENTS, AND THE CITY OF ROCKVILLE, MARYLAND, CAN ONLY BE ASSESSED AFTER FUTURE DEMONSTRATION AND VERIFICATION.

3. THE SITE AREA SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) 400810022245, HAS REVISION MAY 2, 2016.

4. LABELS FOR EXISTING FEATURES ARE SLANTED AND ALL PROPOSED FEATURES ARE UPPERCASE.





						SEAL		SEAL		<table><tr><td colspan="2">MANAGER</td><td colspan="2">NEF</td></tr><tr><td>DESIGN</td><td>AJK</td><td>CHKD. BY</td><td></td></tr><tr><td>DRAFT</td><td>-</td><td>CHKD. BY</td><td></td></tr><tr><td>FILE</td><td>MIX-03</td><td>DATE</td><td>8/4/21</td></tr><tr><td>NOTES</td><td colspan="3">SCALE 1"=10'</td></tr></table>		MANAGER		NEF		DESIGN	AJK	CHKD. BY		DRAFT	-	CHKD. BY		FILE	MIX-03	DATE	8/4/21	NOTES	SCALE 1"=10'			 <p>BURSICH ASSOCIATES ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTS SUITE EAST WASH STREET POTTSVILLE, PA 17855 610.325.6200</p> <p>www.bursich.com</p>		<p>CLIENT</p> <p>MIKELEN, LLC 460 NORRISTOWN ROAD, SUITE 110 BLUE BELL, PA 19422323</p>		<p>SUBJECT</p> <p>BUILDING PERMIT PLAN</p> <p>6TH STREET TRACT</p> <p>LOWER PROVIDENCE TWP., MONTGOMERY COUNTY, PENNSYLVANIA</p>		<p>JOB NO.</p> <p>218217.00</p> <p>SHEET NO.</p> <p>01 OF 01</p> <p>DWG. NO.</p> <p>BP_6TH ST.</p>	
MANAGER		NEF																																					
DESIGN	AJK	CHKD. BY																																					
DRAFT	-	CHKD. BY																																					
FILE	MIX-03	DATE	8/4/21																																				
NOTES	SCALE 1"=10'																																						
NO REVISION				DATE		BY																																	

EXHIBIT "C"
Architects Plan

NOTE:
17x17 PLANS ARE
HALF SCALE SHOWN

SCHEDULE OF DRAWINGS

WALL SECTIONS
ELECTRICAL PLANS
BRACED WALL PANEL DETAILS

The 24' House
21052

IRC 2015

[illegible]

BUILDING PLANNING (CONT.)

BUILDING PLANNING (CONT.)

BUILDING PLANNING (CONT.)

BUILDING ENVELOPE

NON-STRUCTURAL MATERIALS

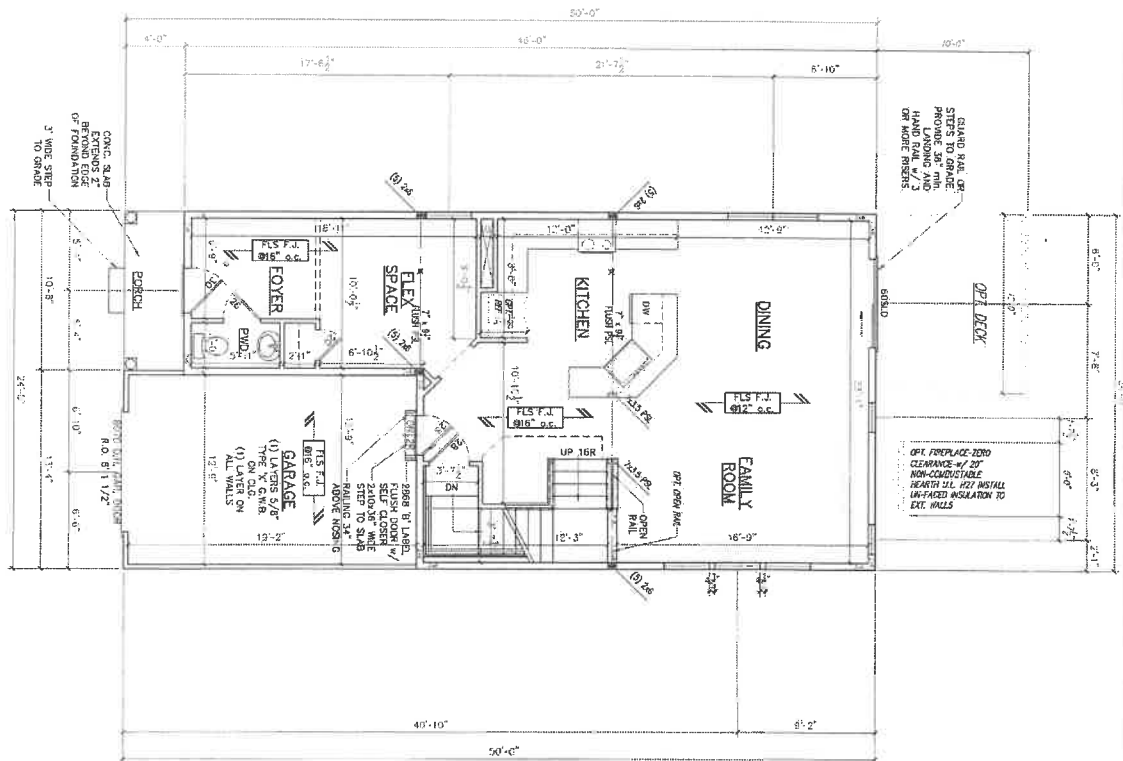
HORIZONTALLY OF THE BOTTOM TREAD OF A STAIRWAY IN ANY DIRECTION WHEN THE EXPLODED SURFACE OF THE

STAIRWAY SHALL NOT BE LESS THAN 6'-8" MEASURED VERTICALLY FROM THE SLOPED LINE ADJOINING THE TREAD

11. MINUTES AND BOUNDS TO HAVE IN VARIOUS
BETTER

[illegible][illegible][illegible][illegible][illegible]

1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



GENERAL NOTE

SEE SHEET C2 FOR GENERAL NOTES

The 24' House
21052



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

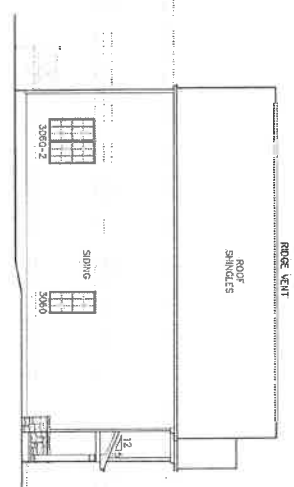
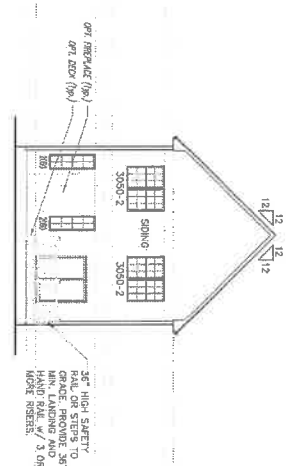
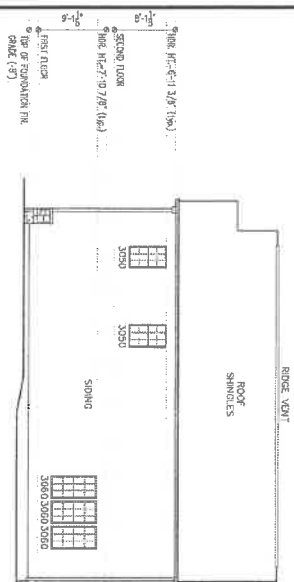
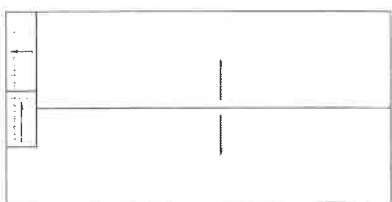
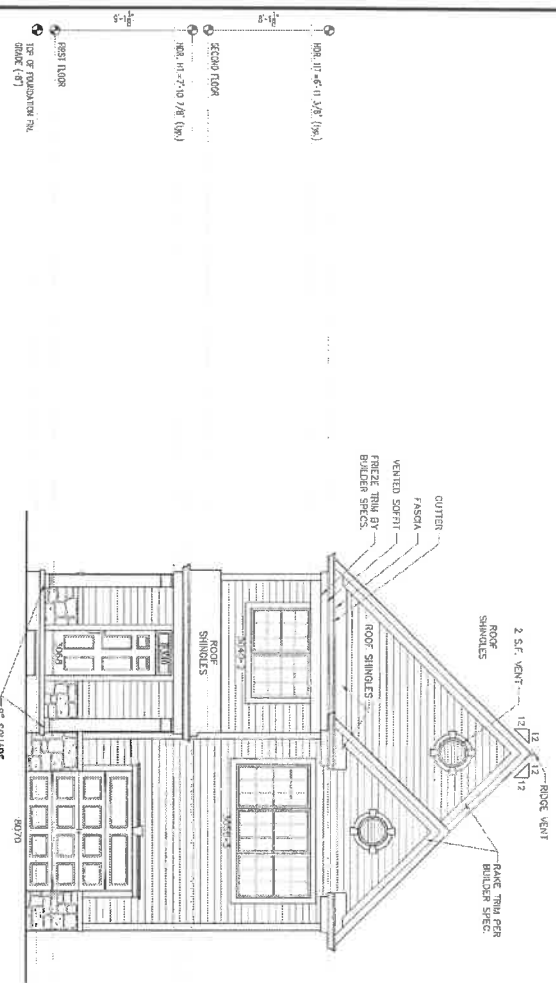


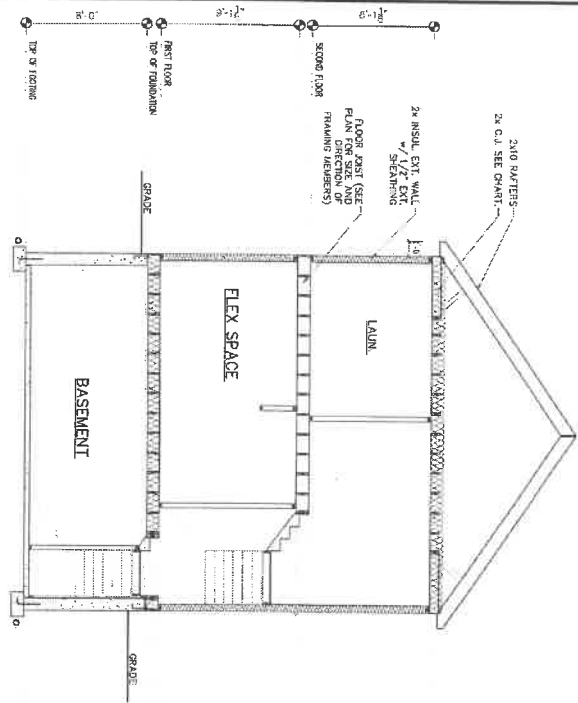
Lonny H. Rossman, AIA

DATE	REMARKS	REV
06-11-2011	PERMIT SET	
	CONTRACT NO. 006 BY CADRE DEVELOPMENT, "PLAQUE-RISA PA" PHONE 215-453-4220. ALL NIGHT. BECAUSE OF THE PLANE ELEVATION, DRAINAGE BUILDERS AND OTHER MATERIAL CONTAINED WITHIN THE PLANE TEST ARE THE EQUIPMENT OF COARSE DEVELOPMENT AND HAVE BEEN REMOVED. EITHER BY PART OR WHOLLY, BY ANY MANNER, WITHOUT THE EXPRESS WRITTEN PERMITS OF CADRE DEVELOPMENT.	

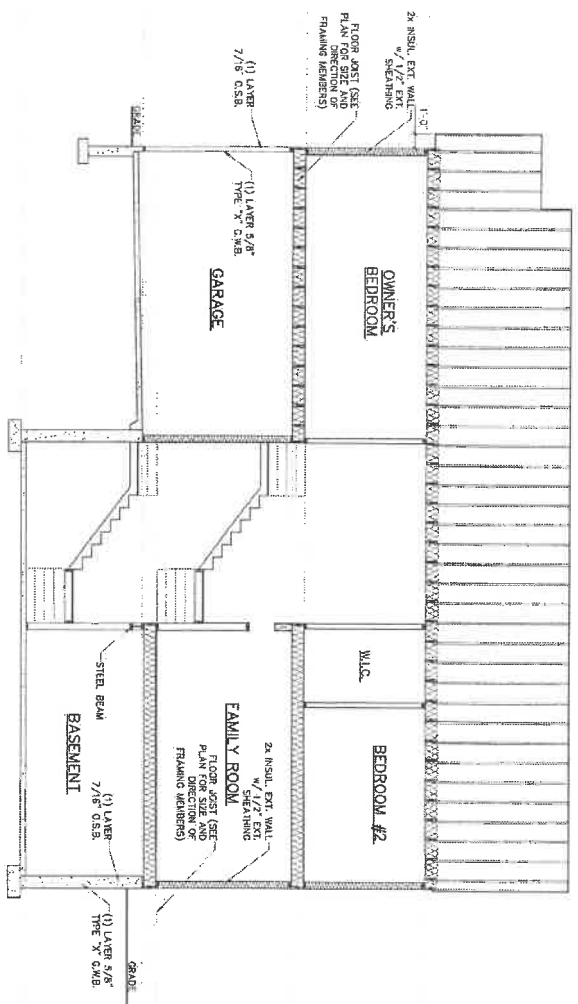
CONTAINED HEREIN IS A COPY OF THE
DEVELOPMENT, PHILADELPHIA, PA. 19106
215-683-6100. ALL RIGHTS RESERVED
THE PLANS, ELEVATIONS, DRAWINGS
INTERIORS, AND OTHER MATERIAL
CONTAINED HEREIN ARE THE PROPERTY OF
AND MAY NOT BE REPRODUCED, EITHER IN
PART OR WHOLLY, IN ANY MANNER
WITHOUT THE EXPRESS WRITTEN
PERMISSION OF CACRE DEVELOPMENT.

DISCLAIMER
FINAL GRADE MAY VARY PER BUILDER'S
DESCRIPTION





1 TYPICAL SECTION
SCALE 1/4" = 1'-0"



2 TYPICAL SECTION
SCALE 1/4" = 1'-0"

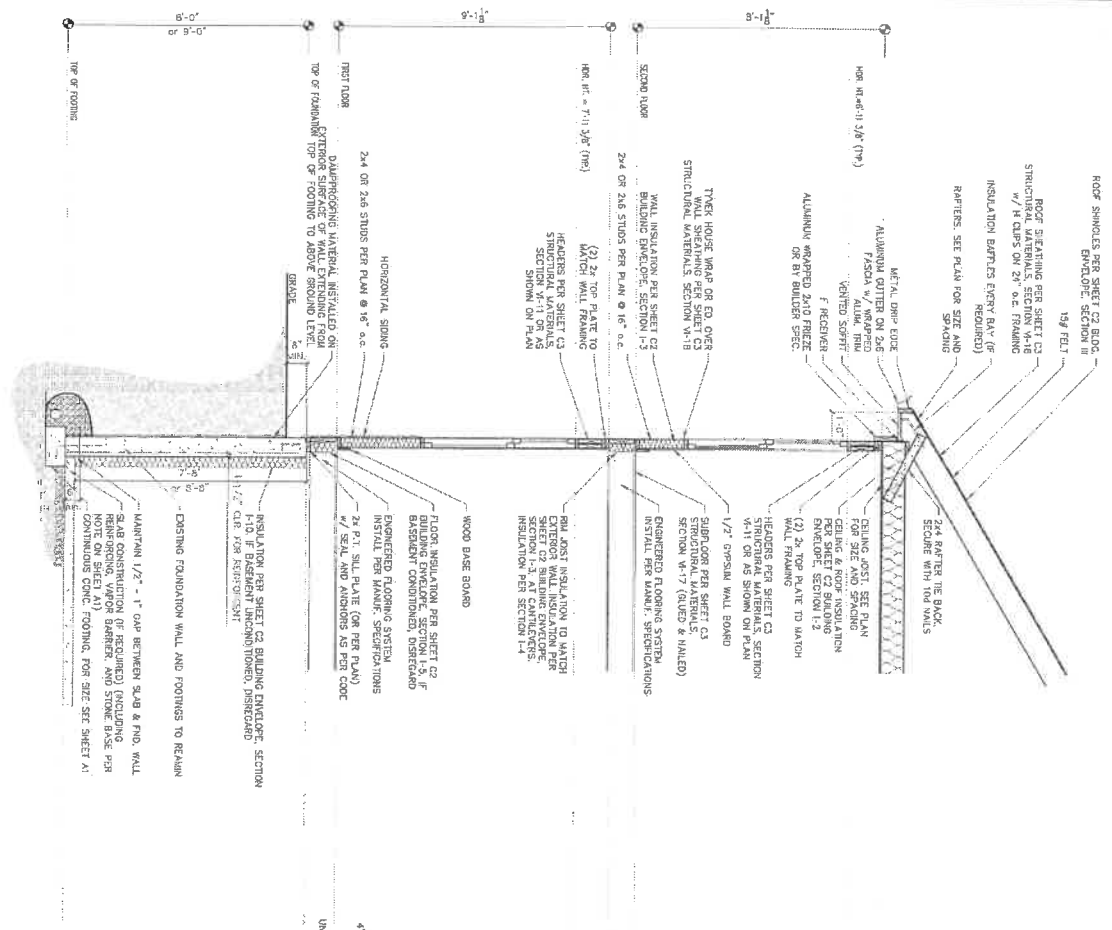


NOTE: TABLE DERIVED FROM 2009 IRC CODE SECTION R404.1, TABLE R404.1(2B), REFER TO SECTION R405 (TABLE R405.1) FOR SOILS CLASSIFICATIONS, REFER TO 2009 IRC SECTION 404.1 FOR WALL AND SOILS CONDITIONS NOT COVERED ABOVE.

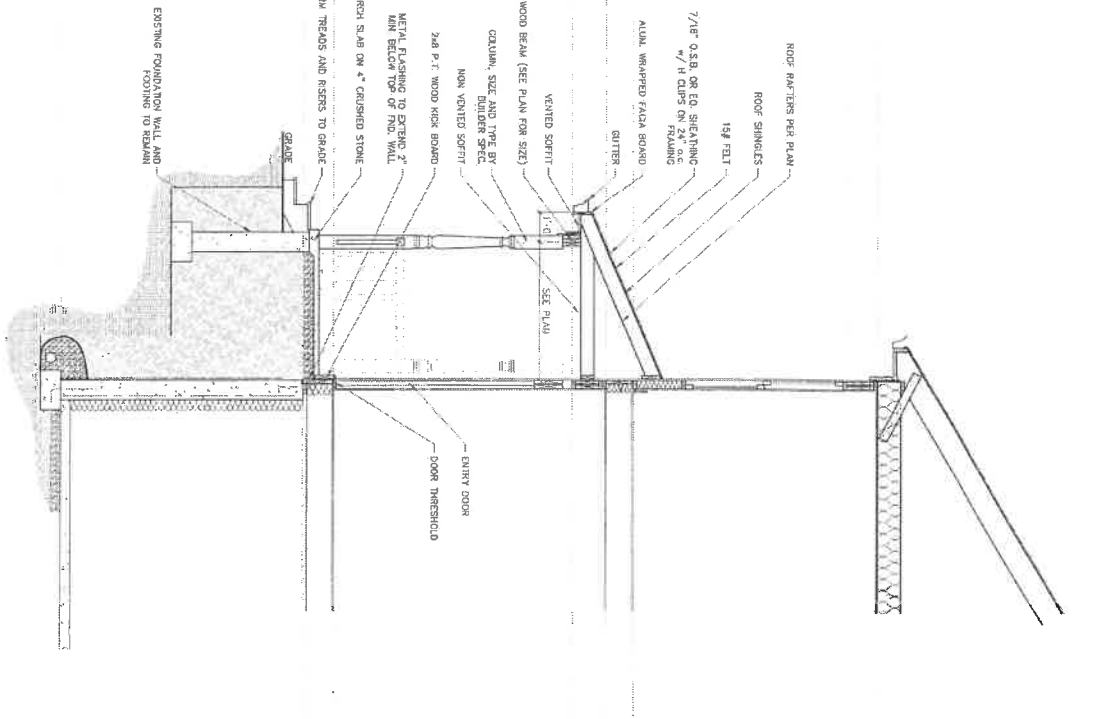
FRAMER SERIES™ LUMBER SPAN AND LOAD TABLES

provided in health services and management studies in a single unit. In addition, there will also be a protected intervention of the medical intervention.

1 TYPICAL WALL SECTION @ EAVE
SCALE: 1/2" = 1'-0"



2 TYPICAL WALL SECTION @ PORCH
SCALE: 1/2" = 1'-0"





NOTE: PROVIDE DISCONNECT FOR ALL MECHANICAL EQUIPMENT AS REQUIRED.

[illegible]

DATE	REMARKS	REV
20-01-2024	PERMIT SET	
	CONTRACT 10224 BY MARE DEVELOPMENT, PHILADELPHIA, PA. PLANS SET NEED ALL RIGHT RESERVED FOR THE CLIENT'S BUSINESS INTERESTS AND OTHER MATERIAL CONTAINED WITHIN THIS PLAN SET ARE THE PROPERTY OF CARGO DEVELOPMENT AND MAY NOT BE REPRODUCED, EITHER IN WHOLE OR IN PART, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CARGO DEVELOPMENT.	

2012 2011 2010 2009 2008 2007 2006 2005 2004 2003 2002 2001 2000 1999 1998 1997 1996 1995 1994 1993 1992 1991 1990 1989 1988 1987 1986 1985 1984 1983 1982 1981 1980 1979 1978 1977 1976 1975 1974 1973 1972 1971 1970 1969 1968 1967 1966 1965 1964 1963 1962 1961 1960 1959 1958 1957 1956 1955 1954 1953 1952 1951 1950 1949 1948 1947 1946 1945 1944 1943 1942 1941 1940 1939 1938 1937 1936 1935 1934 1933 1932 1931 1930 1929 1928 1927 1926 1925 1924 1923 1922 1921 1920 1919 1918 1917 1916 1915 1914 1913 1912 1911 1910 1909 1908 1907 1906 1905 1904 1903 1902 1901 1900 1899 1898 1897 1896 1895 1894 1893 1892 1891 1890 1889 1888 1887 1886 1885 1884 1883 1882 1881 1880 1879 1878 1877 1876 1875 1874 1873 1872 1871 1870 1869 1868 1867 1866 1865 1864 1863 1862 1861 1860 1859 1858 1857 1856 1855 1854 1853 1852 1851 1850 1849 1848 1847 1846 1845 1844 1843 1842 1841 1840 1839 1838 1837 1836 1835 1834 1833 1832 1831 1830 1829 1828 1827 1826 1825 1824 1823 1822 1821 1820 1819 1818 1817 1816 1815 1814 1813 1812 1811 1810 1809 1808 1807 1806 1805 1804 1803 1802 1801 1800 1799 1798 1797 1796 1795 1794 1793 1792 1791 1790 1789 1788 1787 1786 1785 1784 1783 1782 1781 1780 1779 1778 1777 1776 1775 1774 1773 1772 1771 1770 1769 1768 1767 1766 1765 1764 1763 1762 1761 1760 1759 1758 1757 1756 1755 1754 1753 1752 1751 1750 1749 1748 1747 1746 1745 1744 1743 1742 1741 1740 1739 1738 1737 1736 1735 1734 1733 1732 1731 1730 1729 1728 1727 1726 1725 1724 1723 1722 1721 1720 1719 1718 1717 1716 1715 1714 1713 1712 1711 1710 1709 1708 1707 1706 1705 1704 1703 1702 1701 1700 1699 1698 1697 1696 1695 1694 1693 1692 1691 1690 1689 1688 1687 1686 1685 1684 1683 1682 1681 1680 1679 1678 1677 1676 1675 1674 1673 1672 1671 1670 1669 1668 1667 1666 1665 1664 1663 1662 1661 1660 1659 1658 1657 1656 1655 1654 1653 1652 1651 1650 1649 1648 1647 1646 1645 1644 1643 1642 1641 1640 1639 1638 1637 1636 1635 1634 1633 1632 1631 1630 1629 1628 1627 1626 1625 1624 1623 1622 1621 1620 1619 1618 1617 1616 1615 1614 1613 1612 1611 1610 1609 1608 1607 1606 1605 1604 1603 1602 1601 1600 1599 1598 1597 1596 1595 1594 1593 1592 1591 1590 1589 1588 1587 1586 1585 1584 1583 1582 1581 1580 1579 1578 1577 1576 1575 1574 1573 1572 1571 1570 1569 1568 1567 1566 1565 1564 1563
--

EXHIBIT "D"
Court Order

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

MOSER CONSTRUCTION CO.

:
:
:
:
:
:

NO. 2019-27547

vs.

LOWER PROVIDENCE TOWNSHIP
ZONING HEARING BOARD

ORDER

AND NOW, this 3rd 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

THIS DOCUMENT WAS DOCKETED AND SENT ON 08/03/2020