

original

ERECTED INTO A TOWNSHIP IN 1733  
**TOWNSHIP OF WORCESTER**  
AT THE CENTER POINT OF MONTGOMERY COUNTY  
PENNSYLVANIA

1721 Valley Forge Road  
P.O. Box 767  
Worcester, PA 19490

Phone (610) 584-1410  
Fax (610) 584-8901

**THIS SECTION COMPLETED ONLY BY TOWNSHIP:**  
APPEAL NO. : ZHB 21-17 DATE FILED: 12/17, 20 21

APPLICATION:  BOARD OF SUPERVISORS  
 ZONING HEARING BOARD

1. Date of Application: 12-16-2021

2. Classification of Appeal (Check one or more, if applicable):
- a. Appeal from the Zoning Officer's Determination
  - b. Request for Variance
  - c. Request for Special Exception
  - d. Challenges to the Validity of Zoning Ordinance or Map
  - e. Request for Conditional Use Hearing
  - f. Request for Amendment to Zoning Map
  - g. Request for Zoning Ordinance Amendment
  - h. Request for a Curative Amendment
  - i. Request for other relief within the Jurisdiction of the Zoning Hearing Board as established in Section 909.1(a) of the Pennsylvania Municipalities Code

3. Applicant:

- a. Name: Lee A. and Thomas C. Williamson
- b. Mailing address: 42 Iroquois Road Levittown, PA 19057
- c. Telephone number: (609) 548-3365; tommarwille@icloud.com
- d. State whether owner of legal title, owner of equitable title, or tenant with the permission of owner legal title: (REQUIRED)

**Please attach Deed to prove ownership, an Agreement of Sale to prove equitable ownership, or an Affidavit allowing Tenant to apply for necessary relief.** Equitable Owner via Agreement of Sale, see attached redacted AOS

4. Applicant's attorney, if any:

- a. Name: Amee S. Farrell/Robert Tucker - Kaplin Stewart Meloff Reiter & Stein
- b. Address: 910 Harvest Drive PO Box 3037  
Blue Bell, PA 19422
- c. Telephone number: (610) 941-2547 afarrell@kaplaw.com

5. Property Details:

- a. Present Zoning Classification: R-100
- b. Present Land Use: Residential - see attached Addendum
- c. Location (Street Address):  
3112 Skippack Pike
- d. Parcel #: 67-00-03383-006
- e. Lot Dimensions:
  - (1) Area: 60,514 s.f. (+/-)
  - (2) Frontage: 175 feet (+/-)
  - (3) Depth: varies/irregular lot
- f. Circle all that apply in regards to the above specified property:
  - Public Water                      Public Sewer
  - Private Well                       Private Septic
- g. Size, construction, and use of existing improvements; use of land, if unimproved: **(Please submit as an attachment)**  
Three residential units. See attached addendum

6. Proposed Use(s):

- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). **(Please submit as an attachment)**  
Sober living/recovery house pursuant to Federal Fair Housing Act Amendment. See attached addendum

7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. **(Please submit as an attachment)**

Federal Fair Housing Act Amendments. See attached addendum

8. Has any previous appeal been filed concerning the subject matter of this appeal?  
 Yes     No

If yes: specify: **(Please submit as an attachment)**

9. Challenges please list requested issues of fact or interpretation:  
**(Please submit as an attachment)**

N/A

10. Worcester Township to provide the list of names and addresses of properties situated in the vicinity of the subject property as per Township Code Section 150-224

**CERTIFICATION**

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

Thomas C Williams

Signature

Thomas C Williams

Printed Name

Lee A. Williamson

Signature

Lee A. Williamson

Printed Name

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Montgomery : SS

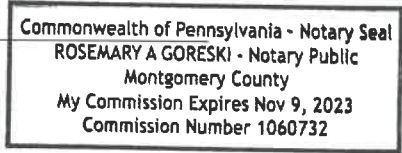
The undersigned, being duly sworn according to law, deposes and says the he/she is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

Thomas Cullinan  
Applicant

Lee Williamson  
Applicant

Sworn to and subscribed before me this 16<sup>th</sup> day of December, 2021

Rosemary Goreski  
Notary Public



Date Received: 12/17/21

[Signature]  
Zoning Officer

**Amee S. Farrell, Esquire  
Robert M. Tucker, Esquire  
Attorneys for Applicant  
Union Meeting Corporate Center  
910 Harvest Drive  
Blue Bell, PA 19422  
(610) 260-6000  
[afarrell@kaplaw.com](mailto:afarrell@kaplaw.com)  
[rtucker@kaplaw.com](mailto:rtucker@kaplaw.com)  
[www.kaplaw.com](http://www.kaplaw.com)**

**BEFORE THE ZONING HEARING BOARD OF THE  
TOWNSHIP OF WORCESTER, MONTGOMERY COUNTY, PENNSYLVANIA**

|                                 |   |                    |
|---------------------------------|---|--------------------|
| IN THE MATTER OF                | : | PREMISES:          |
| LEE A. and THOMAS C. WILLIAMSON | : | 3112 SKIPPACK PIKE |
|                                 | : | LANSDALE, PA       |
| APPELLANT                       | : |                    |

**ADDENDUM TO ZONING HEARING BOARD APPLICATION**

1. **Name and Address of Appellant.** Appellants are Lee A. and Thomas C. Williamson (collectively, “**Appellant**”), the equitable owners of the property located at 3112 Skippack Pike, Lansdale, PA, Worcester Township (“**Property**”). A redacted Agreement of Sale for the Property is included with the application.

2. **Property, Improvements, and Zoning.** The Property is an approximately 60,514 s.f. (+/-) parcel, with frontage along Skippack Pike and is improved with two (2) free-standing residential structures, containing a total of three (3) independent dwelling units. The existing residential structure fronting directly on Skippack Pike is improved with two (2) residential dwelling units, with separate entrances: (i) a 3-4 bedroom, 1,125 s.f. (+/-) residential unit; and (ii) a 2-bedroom, 800 s.f. (+/-) residential unit. A free-standing 7 (+) bedroom, 3,000 s.f. (+/-) residential structure is located at the center of the property.

Per the Worcester Township (“**Township**”) Zoning Code (“**Code**”), the Property is located in the R-100 Residence District (“**R-100 District**”) which permits, *inter alia*, single-family detached dwellings.



3. **Proposed Use.** Applicant proposes to utilize the Property for a sober living residence, in accordance with Federal law. Specifically, Applicant proposes to house five (5) unrelated individuals in each of the three (3) existing dwelling units, for a total of fifteen (15) unrelated individuals on the Property. Each of the dwelling units will operate as a separate independent sober living residence/family-unit.

4. **Township Code.**

The Zoning Code defines “single-family detached dwelling” as:

A building designed for and occupied exclusively as a residence for only one family and having no party wall in common with an adjacent building

“Family”, in turn, is defined, *inter alia*, as:

Any number of individuals living together as a single, nonprofit housekeeping unit and doing their cooking on the premises, provided that not more than two of such number are unrelated to all others by blood, marriage or legal adoption. As a special exception, the Zoning Hearing Board may interpret the term "family" to include:

A. A group of individuals, *not exceeding four*, not related by blood, marriage or legal adoption, living and cooking together as a single housekeeping unit; or

[§150-09, Worcester Township Zoning Code, *emphasis added*].

5. **Legal Argument.** The definition of family, as provided in the Code, does not specifically recognize the federally required definition of family that comports with the Fair Housing Act Amendments, as it impermissibly caps the number of unrelated individuals at four (4), when it does not similarly cap the number of related individuals in the same manner.

Congress amended the Fair Housing Act, 42 U.S.C. §3601, *et seq.* (“FHA”) in 1988 to extend the guarantee of fair housing to handicapped individuals, and further authorized the Secretary of the United States Department of Housing and Urban Development to promulgate regulations necessary to implement the FHA. 42 U.S.C. §3614a. As specifically defined under the FHA, and further clarified under promulgated Regulations, the term “handicap” includes any individual with a “physical or mental impairment which substantially limits one or more of such person’s major life activities...” and includes “alcoholism” and “drug addiction” other than caused by current, illegal use of a controlled substance. 42 U.S.C. §3602(h) (emphasis added); 24 C.F.R. §100.201. See also, *Easter Seals Society, Inc. v. North Bergen*, 798 F.Supp. 228, 233 (D.N.J. 1992) (holding FHA protections apply to recovering alcoholics and addicts who are in recovery, and accordingly, not currently using an illegal substance).

Under the FHA, it is unlawful to deny a dwelling to a buyer or renter because of a handicap of that buyer or renter or to discriminate against a handicapped person in the terms, conditions, or privileges of the sale or rental of a dwelling. 42 U.S.C. §3604(f)(1) and (2). Further, and perhaps most significantly for the purposes of this appeal, “a refusal to make reasonable accommodations...when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling” is *per se* discrimination under the FHA. 42 U.S.C. §3604(f)(3(B)). Any restriction or attempt to restrict the choices of a handicapped person in an effort to discourage or obstruct choices in a community, neighborhood, or development, is a violation of the FHA. 24 C.F.R. §100.70(a).

The legislative history of the FHA amendments makes clear that Congress specifically sought to prohibit the application of local land use and zoning laws in any way that will limit access to housing by people with disabilities, stating in pertinent part:

The Act is intended to prohibit the application of special requirements through land-use regulations, restrictive covenants, and conditional or special use permits that have the effect of limiting the ability of such [handicapped] individuals to live in the residence of their choice in the community.

*H. Rep. No. 100-711, at 24 (1988).*

In the land use and zoning context, the standards and provisions of the FHA have consistently been interpreted to require that municipalities provide “equal opportunity” for handicapped individuals – including those in alcohol and drug addiction recovery – to afford them an opportunity to “...live in single-family neighborhoods, for that right serves to end the exclusion of handicapped individuals from the American mainstream.” *Lapid-Laurel v. Zoning Board of Adjustment*, 284 F.3d 442, 459-60 (3d Cir. 2002) (quoting *Smith & Lee Associates, Inc. v. City of Taylor*, 102 F.3d 781 (6<sup>th</sup> Cir. 1996)). *See also, McKivitz v. Township of Stowe*, 769 F.Supp. 2d 803, 825-26 (W.D. Pa. 2010); *Bryant Woods Inn, Inc. v. Howard County*, 911 F. Supp. 918, 946 (D. Md. 1996) (holding the FHA prohibits local municipalities from imposing or applying land use regulations in such a way as to exclude disabled individuals entirely from zoning districts, “particularly residential neighborhoods,” or to provide disabled residents with less opportunity to live in certain neighborhoods than people without disabilities), *affirmed*, 124 F.3d 597 (4<sup>th</sup> Cir. 1997).

Although the Code acknowledges that a group of handicapped individuals occupying a dwelling unit as a single housekeeping unit meets the definition of a family, it seeks to improperly impose a limit on the number of individuals in a handicapped family that is not imposed on related families. These types of zoning code limitations restrict persons with disabilities from living in the single family-zoned homes of their choice and are impermissible under federal law. *Dr. Gertrude A. Barber Ctr., Inc. v. Peters Twp.*, 273 F. Supp. 2d 643, 651 (W.D. Pa. 2003).



A refusal to waive or otherwise modify zoning provisions that restrictively define “family” to limit the number of unrelated individuals who may live together violates the FHA when such refusal has the effect of barring group residences for handicapped individuals in residential settings. *See Dr. Gertrude A. Barber Center, Inc. v. Peters Township*, 273 F. Supp. 2d 643, 656-59 (W.D. Pa. 2003); *Remed Recovery Care Centers v. Township of Willistown*, 36 F. Supp. 2d 676, 684-86 (E.D. Pa. 1999). *See also Oxford House, Inc. v. Town of Babylon*, 819 F. Supp. 1179, 1185-86 (E.D.N.Y. 1993); *Oxford House, Inc. v. Township of Cherry Hill*, 799 F. Supp. 450, 462 (D.N.J. 1996). “In case after case, courts have concluded that the FHA has been violated where municipalities have attempted to prevent or restrict persons with disabilities from living in the single family-zoned homes of their choice, even when the number of residents exceeds the number of unrelated people permitted to live together under the applicable zoning ordinances.” *Dr. Gertrude A. Barber Ctr., Inc. v. Peters Twp.*, 273 F. Supp. 2d 643, 651 (W.D. Pa. 2003). *See also, Oxford House Evergreen v. City of Plainfield*, 769 F.Supp. 1329 (D.N.J.1991).

Additionally, federal courts have routinely found that municipalities have violated the FHA in the adoption, interpretation, and/or enforcement of municipal zoning ordinances when those ordinances have imposed obligations or restrictions on handicapped individuals that are not otherwise imposed on other individuals in residential districts. *See Dr. Gertrude A. Barber Center, Inc. v. Peters Township*, 273 F. Supp. 2d 643, 656-59 (W.D. Pa. 2003) (finding zoning ordinance excluding multi-resident homes for persons with disabilities from single-family residential districts was a clear violation of the FHA); *Community Housing Trust v. Department of Consumer Regulatory Affairs*, 257 F. Supp. 2d 208, 221-25 (D.D.C. 2003) (requiring a 6-person home for handicapped individuals to procure a certificate of occupancy when a 6-person home without handicapped individuals was not required to procure the same certificate was held to be a

discriminatory classification that violates the FHA); *New Jersey Coalition of Rooming and Boarding House Owners v. Mayor and Council of City of Asbury*, 152 F.3d 217, 221 (3d Cir. 1998) (finding municipal ordinance requiring new certificates of inspection each time a new resident moved into a group residence was “freighted with discriminatory intent” in violation of the FHA); *Potomac Group Home Corp. v. Montgomery County*, 823 F. Supp. 1285, 1296-97 (D. Md. 1993) (holding zoning ordinance requiring notice to neighbors of a group home’s existence constituted a discriminatory obligation in violation of the FHA because it was not imposed on any other residential unit within a residential district).

Any effort by the Township to restrict the operation of a sober living residence from the Property – or to impose restrictions or additional requirements on the residents or operator of that residence that it does not otherwise impose on other single-family residential properties – is a direct violation of the FHA.

Municipalities can avoid violation of the FHA by providing a reasonable accommodation under the Code. The FHA makes it unlawful to refuse to make a “reasonable accommodation in rules, policies, practices, or services, when such accommodation may be necessary to afford [a handicapped] person equal opportunity to use and enjoy a dwelling.” 42 U.S.C. §3604(f)(3)(B). Allowing the proposed Sober Living Residence at the Property by modifying the Code provision regarding the number of unrelated individuals is a reasonable accommodation that will afford handicapped individuals the equal opportunity to enjoy and use a dwelling in a residential district.

6. **Requested Relief.** The Township can effectuate the intent and obligations of the FHA by granting a reasonable accommodation to permit five (5) unrelated individuals per dwelling unit on the Property. Accordingly, Appellant seeks a determination from the Zoning Hearing Board that the Code permits, and indeed requires, a reasonable accommodation be granted to permit five

(5) unrelated individuals per dwelling unit on the Property, or in the alternative, seeks a variance from the Code to permit five (5) unrelated individuals per dwelling unit.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Amee S. Farrell", with a long horizontal flourish extending to the right.

AMEE S. FARRELL, ESQUIRE  
ROBERT M. TUCKER, ESQUIRE  
Attorneys for Appellant

Dated: December 9, 2021



# STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

## PARTIES

**BUYER(S):** Lee A Williamson & Thomas C Williamson

**SELLER(S):** Deborah L. Iacono

**BUYER'S MAILING ADDRESS:**

**SELLER'S MAILING ADDRESS:**

## PROPERTY

ADDRESS (including postal city) 3112 Skippack Pike, Lansdale, PA

ZIP 19446

in the municipality of Worcester Twp

, County of Montgomery

in the School District of Methacton

, in the Commonwealth of Pennsylvania.

Tax ID #(s): 67-00-03383-006

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): \_\_\_\_\_ and/or

## BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) KELLER WILLIAMS PHILADELPHIA

Licensee(s) (Name) Dan Deckelbaum

Company License # RB068858

State License # RS-319781

Company Address 1425 LOCUST ST

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

PHILADELPHIA, PA 19102

Cell Phone(s) 410-215-2240

Company Phone 215-692-6636

Email dan@blacklabelkw.com

Company Fax 215-827-5224

Licensee(s) is (check only one):

Broker is (check only one):

Buyer Agent (all company licensees represent Buyer)

Buyer Agent (Broker represents Buyer only)

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

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

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

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

## SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Long & Foster Real Estate, Inc

Licensee(s) (Name) MARY ELLEN FREILICH

Company License # RM421747

State License # AB050573L

Company Address 775 Penllyn Blue Bell Pike, Blue Bell, PA 19422

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

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

Cell Phone(s) (610) 331-9451

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

Email mef@lnf.com

Broker is (check only one):

Licensee(s) is (check only one):

Seller Agent (Broker represents Seller only)

Seller Agent (all company licensees represent Seller)

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

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

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

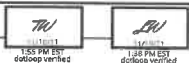
Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

## DUAL AND/OR DESIGNATED AGENCY

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

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

Buyer Initials:



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Seller Initials:



1. **By this Agreement**, dated 10/19/2021,  
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price ~~\$878,000.00~~  
~~of the purchase price is to be paid in cash~~ \_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:

- 1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date, if not included with this Agreement: ~~\$20,000.00~~
- 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, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: \_\_\_\_\_), 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) (1-10)**

Seller will pay \$ \_\_\_\_\_ 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 (4-14)**

(A) Settlement Date is 12/07/2021, or before if Buyer and Seller agree.

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

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be prorated 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.

**Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

5. **DATES/TIME IS OF THE ESSENCE (1-10)**

(A) Written acceptance of all parties will be on or before: ~~11/11/2021~~ 11/11/2021 

(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.

Buyer Initials: 

Seller Initials: 

6. ZONING (4-14)

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:** 1108 Res: More Than 1 House, Det

7. FIXTURES AND PERSONAL PROPERTY (1-20)

(A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded as part of the Property and therefore included in a sale. Buyer and Seller are encouraged to be specific when negotiating what items will be included or excluded in this sale.

(B) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens, and other items including plumbing; heating; gas fireplace logs; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door openers and transmitters; mounting brackets and hardware for television and sound equipment; unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners; built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the Property at the time of settlement; and, if owned, solar panels, windmills, water treatment systems, propane tanks and satellite dishes. Unless stated otherwise, the following items are included in the sale, at no additional cost: All Appliances in As-Is Condition

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vendor for more information (e.g., solar panels, windmills, water treatment systems, propane tanks and satellite dishes): \_\_\_\_\_

(D) EXCLUDED fixtures and items: \_\_\_\_\_

8. MORTGAGE CONTINGENCY (6-19)

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

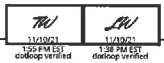
ELECTED.

(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 <del>\$2,000,000</del>  | Loan Amount \$ _____  |
| Minimum Term <del>30</del> years  | Minimum Term _____ years  |
| Type of mortgage Conventional   | Type of mortgage _____  |
| For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <del>80%</del> %   | For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %  |
| Mortgage lender Nations Lending   | Mortgage lender _____   |
| Interest rate <del>3.000%</del> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <del>3.000%</del> %.  | 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 11/26/2021.

- 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.
- 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., 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).
- If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

Buyer Initials: 

Seller Initials: 

all deposit monies will be returned to Buyer according to the terms of Paragraph 26 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.

(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 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) 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. Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan application.

(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 repairs 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 make the required repairs at Seller's expense.

1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.

2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:

- a. Make the repairs/improvements 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 26 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**, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

**FHA/VA, IF APPLICABLE**

(H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$                      (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

**Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

(I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**

Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

Buyer will apply for Section 203(k) financing, and this contract is contingent upon mortgage approval (See Paragraph 8(B)) and Buyer's acceptance of additional required repairs as required by the lender.

(J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

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



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



193 **9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

194 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  
195 Buyer submitted a mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change  
196 in employment; failure or loss of sale of Buyer's home; Buyer having incurred a new financial obligation; entry of a judgment against  
197 Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to**  
198 **purchase.**

199 **10. SELLER REPRESENTATIONS (1-20)**

200 **(A) Status of Water**

201 Seller represents that the Property is served by:

202  Public Water  Community Water  On-site Water  None  \_\_\_\_\_

203 **(B) Status of Sewer**

204 1. Seller represents that the Property is served by:

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

210 2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

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

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

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

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

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

239 **(C) Historic Preservation**

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

241 **(D) Land Use Restrictions**

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

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

249 2. **Notices Regarding Land Use Restrictions**

250 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations  
251 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits  
252 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

253 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assess-  
254 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution  
255 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that  
256 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.  
257

258 Buyer Initials: 

|                  |                  |
|------------------|------------------|
| TL               | LS               |
| dotloop verified | dotloop verified |

Seller Initials: 

|   |  |
|---|--|
| U |  |
|---|--|



- 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.

(E) **Real Estate Seller Disclosure Law**

Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

(F) **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 have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) 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: \_\_\_\_\_

(G) **Highway Occupancy Permit**

Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(H) **Internet of Things (IoT) Devices**

- 1. The presence of smart and green home devices that are capable of connecting to the Internet, directly or indirectly, and the data stored on those various devices make up a digital ecosystem in the Property sometimes referred to as the "Internet of Things (IoT)." Buyer and Seller acknowledge that IoT devices may transmit data to third parties outside of the control of their owner.
- 2. On or before settlement, Seller will make a reasonable effort to clear all data stored on all IoT devices located on the Property and included in the sale. Seller further acknowledges that all personal devices owned by Seller (including but not limited to cellular telephones, personal computers and tablets) having connectivity to any IoT device(s) located on the Property will be disconnected and cleared of relevant data prior to settlement. Further, no attempts will be made after settlement by Seller or anyone on Seller's behalf to access any IoT devices remaining on the Property.
- 3. Following settlement, Buyer will make a reasonable effort to clear all stored data from any IoT device(s) remaining on the Property and to restrict access to said devices by Seller, Seller's agents or any third party to whom Seller may have previously provided access. This includes, but is not limited to, restoring IoT devices to original settings, changing passwords or codes, updating network settings and submitting change of ownership and contact information to device manufacturers and service providers.
- 4. This paragraph will survive settlement.

**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 28 of this Agreement.**

**12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)**

(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; in addition, 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 these inspections is not waived by any other provision of this Agreement.
- 3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
- 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. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

Buyer Initials:



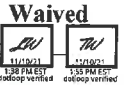
Seller Initials:



- 324 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as  
 325 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly  
 326 licensed or otherwise qualified professionals. All inspections shall be non-invasive, unless otherwise agreed in writing. If the same  
 327 inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph 12(D)  
 328 for Notices Regarding Property and Environmental Inspections)
- 329 (C) For elected Inspection(s), Buyer will, within the Contingency Period stated in Paragraph 13(A), complete Inspections, obtain any  
 330 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit  
 331 a written corrective proposal to Seller, according to the terms of Paragraph 13(B).

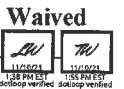
332 **Home/Property Inspections and Environmental Hazards (mold, etc.)**

333 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior  
 334   doors; exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances;  
 335   electrical systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetra-  
 336 tion; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environ-  
 337 mental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer  
 338 may select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the  
 339 home inspection must be performed by a full member in good standing of a national home inspection association,  
 340 or a person supervised by a full member of a national home inspection association, in accordance with the ethical  
 341 standards and code of conduct or practice of that association, or by a properly licensed or registered engineer or  
 342 architect. (See Notices Regarding Property & Environmental Inspections)

**Waived**  


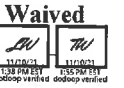
343 **Wood Infestation**

344 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a  
 345   wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provided  
 346   by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort-  
 347 gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be  
 348 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection  
 349 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pesti-  
 350 cide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer  
 351 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to  
 352 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

**Waived**  


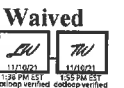
353 **Deeds, Restrictions and Zoning**

354 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi-  
 355   nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the  
 356   Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking)  
 357 is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: \_\_\_\_\_  
 358


**Waived**  


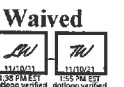
359 **Water Service**

360 **Elected** Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise  
 361   qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will  
 362 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous  
 363 condition, at Seller's expense, prior to settlement.

**Waived**  


364 **Radon**

365 **Elected** Buyer may obtain a radon test of the Property from a certified inspector. The U.S. Environmental Protection  
 366   Agency (EPA) advises corrective action if the average annual exposure to radon is equal to or higher than 0.02  
 367 working levels or 4 picoCuries/liter (4pCi/L). Radon is a natural, radioactive gas that is produced in the ground  
 368 by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas  
 369 can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a  
 370 house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any  
 371 person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department  
 372 of Environmental Protection. Information about radon and about certified testing or mitigation firms is available  
 373 through Department of Environmental Protection, Bureau of Radiation Protection, 13th Floor, Rachel Carson State  
 374 Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 783-3594. www.epa.gov 

**Waived**  


375 **On-lot Sewage (If Applicable)**

376 **Elected** Buyer may obtain an Inspection of the individual on-lot sewage disposal system, which may include a hydraulic  
 377   load test, from a qualified, professional inspector. If and as required by the inspection company, Seller, at Seller's  
 378   expense, will locate, provide access to, empty the individual on-lot sewage disposal system and provide all water  
 379 needed, unless otherwise agreed. Seller will restore the Property to its previous condition, at Seller's expense,  
 380 prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection  
 381 Contingency.

**Waived**  


382 **Property and Flood Insurance**

383 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance  
 384   for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate  
 385   with the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone,  
 386 Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more  
 387 prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood

**Waived**  


388 Buyer Initials:



Seller Initials:



389 insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more  
390 flood insurance agents regarding the need for flood insurance and possible premium increases.


391 **Property Boundaries**

392 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal  
393   description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property  
394   surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural  
395 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-  
396 tations of size of property are approximations only and may be inaccurate.

**Waived**  

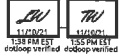

397 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**

398 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct  
399   a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint  
400   hazards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard**  
401 **Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved**  
402 **lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a**  
403 **separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and**  
404 **any lead-based paint records regarding the Property.**

**Waived**  


405 **Other**

406 **Elected** Buyer to have 14 day due diligence period to walk through and inspect property  
407

**Waived**  


408 The Inspections elected above do not apply to the following existing conditions and/or items:  
409  
410

411 **(D) Notices Regarding Property & Environmental Inspections**

- 412 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating  
413 the surface of a structure where it may cause mold and damage to the building's frame.
- 414 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 415 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal  
416 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's respon-  
417 sibility to dispose of them properly.
- 418 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer  
419 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop  
420 the property would be affected or denied because of its location in a wetlands area.
- 421 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,  
422 pollen and viruses) have been associated with allergic responses.
- 423 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be  
424 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.  
425 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,  
426 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health  
427 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by  
428 calling 1-877-724-3258.

429 **13. INSPECTION CONTINGENCY (10-18)**

430 (A) The Contingency Period is 14 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected  
431 in Paragraph 12(C).

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

- 434 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer **WILL present all Report(s) in**  
435 **their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in**  
436 **Paragraph 28 of this Agreement, OR**
- 437 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer **WILL present all Report(s) in**  
438 **their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer  
439 according to the terms of Paragraph 26 of this Agreement, OR
- 440 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer **WILL present all Report(s) in**  
441 **their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by**  
442 **Buyer.**

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

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

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

452 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

453 Buyer Initials:



Seller Initials:



454 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the  
455 Negotiation Period ends.

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

458 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this  
459 Agreement, OR

460 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
461 of Paragraph 26 of this Agreement.

462 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this Agreement  
463 by written notice to Seller within the time allotted in Paragraph 13(B)(3)(b), Buyer will accept the Property and agree  
464 to the RELEASE in Paragraph 28 of this Agreement. Ongoing negotiations do not automatically extend the Negotiation  
465 Period.**

466 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_  
467 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to,  
468 the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected  
469 completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within  
470 the stated time, Buyer will notify Seller in writing of Buyer's choice to:

471 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR

472 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
473 Paragraph 26 of this Agreement, OR

474 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 of this Agreement. If required by  
475 any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time  
476 required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the  
477 Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct  
478 the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all  
479 deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

480 **If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to  
481 Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.**

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

483 (A) Within \_\_\_\_\_ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company  
484 for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report  
485 to Seller.

486 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different  
487 from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance  
488 policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.**  
489 Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an  
490 owner's title insurance policy.

491 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;  
492 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees  
493 and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

494 (D) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal descrip-  
495 tion of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or  
496 required by the mortgage lender will be obtained and paid for by Buyer.

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

501 (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  
502 any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,  
503 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice  
504 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all  
505 liens and encumbrances against the Property.

506 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,  
507 as specified in Paragraph 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned  
508 to Buyer according to the terms of Paragraph 26 of this Agreement, or take such title as Seller can convey. If the title condition  
509 precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon termination, all deposit  
510 monies shall be returned to Buyer according to the terms of Paragraph 26 of this Agreement and Seller will reimburse Buyer for  
511 any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those  
512 items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(D).

513 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation  
514 about the status of those rights unless indicated elsewhere in this Agreement.

515  **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**

516 Buyer Initials:



Seller Initials:



517 (I) **COAL NOTICE (Where Applicable)**

518 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDER-  
519 NEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COM-  
520 PLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND  
521 ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of  
522 the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence  
523 resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsid-  
524 ence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose  
525 of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27,  
526 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

527 (J) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: \_\_\_\_\_  
528

529 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: \_\_\_\_\_

530  **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**

531 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private  
532 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  
533 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obli-  
534 gation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of  
535 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  
536 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must  
537 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed,  
538 the Act gives certain rights and protections to buyers.

539 **15. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (9-18)**

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

- 543 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the  
544 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR  
545 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails**  
546 **within the stated time to notify Buyer whether Seller will comply**, Buyer will notify Seller in writing within 5 DAYS  
547 that Buyer will:  
548 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in  
549 Paragraph 28 of this Agreement, OR  
550 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
551 Paragraph 26 of this Agreement.

552 **If Buyer fails to respond** within the time stated in Paragraph 15(A)(2) **or fails to terminate** this Agreement by written notice  
553 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

554 (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  
555 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice  
556 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of  
557 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to  
558 Seller.

- 559 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a  
560 copy of the notice to Buyer and notify Buyer in writing that Seller will:  
561 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/  
562 improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR  
563 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will  
564 notify Seller in writing within 5 DAYS that Buyer will:  
565 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph  
566 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR  
567 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms  
568 of Paragraph 26 of this Agreement.

569 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) **or fails to terminate** this Agreement by writ-  
570 ten notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this  
571 Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the  
572 notice provided by the municipality.


573 2. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,  
574 Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(2) will survive**  
575 **settlement.**

576 **16. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) NOTICE (9-16)**

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

578  **CONDOMINIUM.** The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407  
579 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of  
580 the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.

581 Buyer Initials:  \_\_\_\_\_  
11/29/21 1:55 PM EST dotloop verified

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

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

586 (B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM**  
587 **OR A PLANNED COMMUNITY:**

588 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),  
589 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void  
590 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public  
591 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this  
592 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

593 (C) **THE FOLLOWING APPLIES TO REALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A**  
594 **PLANNED COMMUNITY:**

- 595 1. Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association  
596 a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides  
597 that the association is required to provide these documents within 10 days of Seller's request.
- 598 2. Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer  
599 for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the  
600 association in the Certificate.
- 601 3. The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents  
602 and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon  
603 Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of  
604 this Agreement.
- 605 4. If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will  
606 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the  
607 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for  
608 cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3)  
609 Appraisal fees and charges paid in advance to mortgage lender.

610 **17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)**

611 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a prop-  
612 erty 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  
613 the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of  
614 the property and result in a change in property tax.

615 **18. MAINTENANCE AND RISK OF LOSS (1-14)**

616 (A) Seller will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property)  
617 specifically listed in this Agreement in its present condition, normal wear and tear excepted.

618 (B) If any part of the Property included in the sale fails before settlement, Seller will:

- 619 1. Repair or replace that part of the Property before settlement, OR  
620 2. Provide prompt written notice to Buyer of Seller's decision to:  
621 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,  
622 if any, OR  
623 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed  
624 part of the Property.
- 625 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  
626 to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever  
627 is earlier, that Buyer will:  
628 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR  
629 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
630 Paragraph 26 of this Agreement.

631 **If Buyer fails to respond** within the time stated in Paragraph 18(B)(3) **or fails to terminate** this Agreement by written notice  
632 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

633 (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  
634 replaced prior to settlement, Buyer will:

- 635 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR  
636 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
637 Paragraph 26 of this Agreement.

638 **19. HOME WARRANTIES (1-10)**

639 At or before settlement, either party may purchase a home warranty for the Property from a third-party vendor. Buyer and Seller  
640 understand that a home warranty for the Property does not alter any disclosure requirements of Seller, will not cover or warrant any  
641 pre-existing defects of the Property, and will not alter, waive or extend any provisions of this Agreement regarding inspections or  
642 certifications that Buyer has elected or waived as part of this Agreement. Buyer and Seller understand that a broker who recommends  
643 a home warranty may have a business relationship with the home warranty company that provides a financial benefit to the broker.

644 Buyer Initials:



Seller Initials:



645 **20. RECORDING (9-05)**

646 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  
647 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

648 **21. ASSIGNMENT (1-10)**

649 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-  
650 able, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless  
651 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

652 **22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**

653 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the  
654 laws of the Commonwealth of Pennsylvania.

655 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance  
656 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of  
657 Pennsylvania.

658 **23. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**

659 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property  
660 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.  
661 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-  
662 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required  
663 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.  
664 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/  
665 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  
666 withhold, you may be held liable for the tax.

667 **24. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**

668 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing  
669 for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal**  
670 **police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular prop-  
671 erty, or to check the information on the Pennsylvania State Police Web site at [www.pameganslaw.state.pa.us](http://www.pameganslaw.state.pa.us).

672 **25. REPRESENTATIONS (1-10)**

673 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licens-  
674 ees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.  
675 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,  
676 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not  
677 be altered, amended, changed or modified except in writing executed by the parties.

678 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property spec-  
679 ifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**  
680 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that  
681 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the  
682 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of  
683 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems  
684 contained therein.

685 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

686 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

687 **26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)**

688 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all  
689 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.  
690 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

691 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to  
692 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

693 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written  
694 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

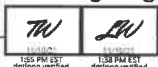
695 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing  
696 Broker how to distribute some or all of the deposit monies.

697 3. According to the terms of a final order of court.

698 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the  
699 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

700 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved \_\_\_\_\_ days (180 if not  
701 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the  
702 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written  
703 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the  
704 subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of  
705 Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement  
706 between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of  
707 the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution  
708 of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties  
709 maintain their legal rights to pursue litigation even after a distribution is made.

710 Buyer Initials:

  
1835 PW 153 dotloop verified  
1835 PW 153 dotloop verified

Seller Initials:

  
DB  
DN

- 711 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania  
712 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit  
713 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.  
714 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:  
715 1. Fail to make any additional payments as specified in Paragraph 2, OR  
716 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning  
717 Buyer's legal or financial status, OR  
718 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.  
719 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:  
720 1. On account of purchase price, OR  
721 2. As monies to be applied to Seller's damages, OR  
722 3. As liquidated damages for such default.  
723 (G)  **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**  
724  
725 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer  
726 and Seller are released from further liability or obligation and this Agreement is VOID.  
727 (I) Brokers and licensees are not responsible for unpaid deposits.

728 **27. MEDIATION (7-20)**

729 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,  
730 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute  
731 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation sys-  
732 tem offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided  
733 equally among the parties and will be paid before the mediation conference. Legal proceedings may be initiated prior to the comple-  
734 tion of the mediation process to stop any statute of limitations from expiring and for the purpose of indexing a lis pendens by Buyer  
735 to prevent the transfer of title to a third party when Buyer is seeking to purchase the Property. The parties agree that all proceedings  
736 shall be stayed until the completion of mediation and that a court of competent jurisdiction may award attorneys' fees to the prevailing  
737 party should the court find that a party has unreasonably breached this provision or acted in bad faith. Any agreement reached through  
738 mediation and signed by the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will  
739 survive settlement.

740 **28. RELEASE (9-05)**

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

749 **29. REAL ESTATE RECOVERY FUND (4-18)**

750 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real  
751 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been  
752 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-  
753 3658.

754 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

- 755 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)  
756 and Closing Disclosure(s) upon receipt.  
757 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be  
758 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant**  
759 **to Paragraph 16**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made  
760 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or  
761 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if  
762 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the  
763 Seller, unless otherwise agreed to by the parties.

764 **31. HEADINGS (4-14)**

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

767 Buyer Initials:



Seller Initials:





768 **32. SPECIAL CLAUSES (1-10)**

769 (A) **The following are attached to and made part of this Agreement if checked:**

- 770  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 771  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 772  Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 773  Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 774  Appraisal Contingency Addendum (PAR Form ACA)
- 775  Short Sale Addendum (PAR Form SHS)
- 776
- 777
- 778

779 (B) **Additional Terms:**

780 Any home inspection or contractor walk throughs are for buyers knowledge only.

781 ~~Sale contingent on property being zoned residential. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

782 Buyer will take the homes in As-Is condition.

783 ~~Sale contingent on construction approval for the property. XXXXXXXXXXXXXXXXXXXXXXX~~

784 Seller to pay ~~XXXXXX~~ in seller assist at closing

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



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



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



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



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

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

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

805   Buyer has received the Lead-Based Paint Hazards Disclosure, which is attached to this Agreement of Sale. Buyer has  
806 received the pamphlet Protect Your Family from Lead in Your Home (for properties built prior to 1978).

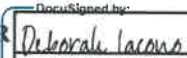

807 BUYER   DATE \_\_\_\_\_


808 BUYER   DATE \_\_\_\_\_

809 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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

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

812 SELLER   DATE 11/11/2021

813 SELLER  DATE \_\_\_\_\_

814 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

# CHANGE IN TERMS ADDENDUM TO AGREEMENT OF SALE

CTA

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

1 **PROPERTY** 3112 Skippack PIKE, Lansdale, PA 19446

2 **SELLER**

3 **BUYER** Lee Williamson, Hustle Hope Management LLC, Barbara Williamson, Lou Williamson, and Thomas Williamson

4 **The following terms of the Agreement of Sale are changed as stated below:**

5 **1. REPAIRS**

6 Seller, at Seller's expense, will complete the following repairs no later than \_\_\_\_\_ days prior to Settlement Date (prior to  
7 settlement, if not specified), in a workmanlike manner, with all required permits, according to the attached contractor's proposal(s),  
8 if any, the terms of which, including the persons and specifications contained therein, shall become part of this Agreement:  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

24 **2. SELLER ASSIST**

25 Seller Assist is changed to \$ \_\_\_\_\_, or \_\_\_\_\_% of the Purchase price, maximum, toward Buyer's costs as per-  
26 mitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage  
27 lender.

28 **3. PURCHASE PRICE**



29 Purchase Price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.



30 **4. ACCEPTANCE & SETTLEMENT**

31 (A) Written acceptance of all parties will be on or before: \_\_\_\_\_  
32 (B) Settlement Date is changed from 12/07/2021 \_\_\_\_\_ to On or before 1/28/22 \_\_\_\_\_

33 **5. MORTGAGE TERMS**

34 (A) **Mortgage Type** is changed from \_\_\_\_\_ to \_\_\_\_\_  
35 (B) **Mortgage amount**  
36 1. First mortgage amount is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
37 2. Second mortgage amount is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
38 (C) **Mortgage Lender**  
39 1. First mortgage lender is changed to \_\_\_\_\_  
40 2. Second mortgage lender is changed to \_\_\_\_\_  
41 3. Buyer will submit a completed, written mortgage application to the identified lender(s), if any, according to the terms of the  
42 Mortgage Contingency paragraph of the Agreement of Sale on or before: \_\_\_\_\_  
43 (D) **Loan-To-Value (LTV) ratio** (For conventional loans)  
44 First mortgage LTV ratio not to exceed \_\_\_\_\_% Second mortgage LTV ratio not to exceed \_\_\_\_\_%  
45 (E) **Date for Buyer to deliver documentation** of lender's approval of Buyer's mortgage, whether conditional or outright, is  
46 changed from \_\_\_\_\_ to \_\_\_\_\_

47 Buyer Initials:    
11/26/21 11/26/21  
12:43 PM EST 12:43 PM EST  
dotloop verified dotloop verified

Seller Initials:  



**48 6. TIME PERIODS**

- 49 (A) The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of Agreement of Sale is changed to \_\_\_\_\_.
- 50 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of Agreement of Sale is changed to \_\_\_\_\_.
- 51 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of Agreement of Sale is changed to \_\_\_\_\_.
- 52 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of Agreement of Sale is changed to \_\_\_\_\_.
- 53 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of Agreement of Sale is changed to \_\_\_\_\_.
- 54 (B) The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.
- 55 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.
- 56 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.
- 57 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.
- 58 The time period in paragraph \_\_\_\_\_, line \_\_\_\_\_ of the \_\_\_\_\_ Addendum is changed to \_\_\_\_\_.

**59 7. OTHER**

- 60 Seller has the right to continue marketing property as an active listing until buyer gives written notice that they have been
- 61 approved as a sober living group home.
- 62 \_\_\_\_\_
- 63 If sellers receives another offer buyer has the opportunity to meet or beat competing offer.
- 64 \_\_\_\_\_
- 65 Sale is contingent on property being approved by township as a group sober living home.
- 66 \_\_\_\_\_
- 67 \_\_\_\_\_

**68 All other terms and conditions of the Agreement, including all other time periods, remain unchanged and in full force and effect.**

|           |                          |   |            |
|-----------|--------------------------|---|------------|
| 69 BUYER  | <i>Leo Williamson</i>    | <small>dotloop verified<br/>11/26/21 12:45 PM EST<br/>MHQW-H1KQ-UJON-L7YK</small> | DATE _____ |
| 70 BUYER  | <i>Thomas Williamson</i> | <small>dotloop verified<br/>11/26/21 12:45 PM EST<br/>AM7P-9VFEAS9J-0M8D</small>  | DATE _____ |
| 71 BUYER  |                          |   | DATE _____ |
| 72 SELLER |                          |   | DATE _____ |
| 73 SELLER |                          |   | DATE _____ |
| 74 SELLER |                          |   | DATE _____ |