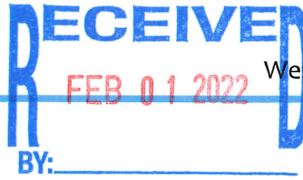


Westtown Township

Zoning Hearing Board Application



PO Box 79
Westtown, PA 19395



P: 610.692.1930
F: 610.692.9651
www.westtownpa.org

Township Use Only

Date Received: February 1, 2022 Project No.: 2022-04
Parcel ID: 07-2-30-1 Zoning Dist: R-1
Date Paid: February 1, 2022 PC Date: February 9, 2022
Hearing Date: _____ Property Posted: _____
Dates Advertised: _____
Reviewed by: may 78

Applicant & Owner Information

Applicant Byron & Melissa Anstine Phone 610-420-6735
Property Address 1409 Evie Ln. City West Chester Zip 19382
E-mail ByronAnstine@gmail.com
Mailing Address: 124 Laymens Way, Chester Springs, PA 19425

Property Owner Margot McKee Phone 484-459-9096
(if different from Applicant)
Mailing Address 1411 Evie Ln. City West Chester Zip 19382
(if different from Property Address)
E-mail N/A

Request

Please select all that apply and provide a brief description of the requested relief or approvals sought.
i.e. 6 ft encroachment into rear yard, or Special Exception for construction of ADU.

Section 2104: Appeals from the Zoning Officer _____

Section 2105: Challenge to the validity of the Zoning Ordinance or Map _____

Section 2106: Challenge to the Flexible Development Procedure _____

Section 2107: Variances Please see the attached requested zoning variances.

Section 2108: Special Exceptions _____

Please provide a narrative of your request in an attachment that includes all required information and any other supporting documentation.

1. Property information

Setbacks of existing primary or accessory structure(s)

Lot Size: 0.601 AC Front: N/A Side (R): N/A Side (L): N/A Rear: N/A

Existing property use: 28,758 sq ft Vacant lot

Existing structure(s): None

2. Description of all proposed improvements, additions and/or change of use. The application shall include a reasonably exact, dimensional sketch showing the placement and use of the proposed buildings and details of parking, loading, lighting, utility systems, and sidewalks, including those within 250 feet of adjoining properties or structures. For physical changes to the lot or structures, indicate the size of all proposed improvements, setbacks to property lines, materials to be used and general construction to be carried out.

3. For **VARIANCES**, provide a response to each of the following hardship standards:

- A. That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the unnecessary hardship is due to such conditions, and not the circumstances or conditions generally created by the provisions of the Zoning Ordinance in the neighborhood or district in which the property is located.
- B. That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the area and bulk regulations or design standards of the Zoning Ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property, but shall not allow a change in use to one not permitted by right in that district.
- C. That such unnecessary hardship has not been created by the applicant.
- D. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, not substantially or permanently impair the appropriate use or development of adjacent property, and not be detrimental to the public welfare.
- E. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

4. For **SPECIAL EXCEPTIONS**, provide a response to how the proposed use impacts each of the following:

- A. Relationship to the Comprehensive Plan. Consideration that the size, scope, extent, and character of the proposed use will be consistent with the purposes and objectives of the Westtown Township Comprehensive Plan, including protection and promotion of the public health, safety, and welfare.
- B. Suitability of the tract. Consideration of the suitability of the proposed tract including, as applicable, environmental conditions, highway access, and availability of sewer and water service, and of the extent to which the proposed use is susceptible to regulatory restriction through the imposition of appropriate conditions.
- C. Impact on existing neighborhood character. Consideration of the extent to which the proposed special exception will alter unduly the character of the existing neighborhood and adjacent tracts, and the effectiveness of proposed or potential mitigation measures; consideration of the character and type of development in the area surrounding the location of the proposed special exception, and a determination that the proposal, if approved, will constitute an appropriate use in the area.
- D. Impact on circulation. Consideration of the effects the proposed special exception may have on traffic patterns and volumes, access, and parking.
- E. Economic impact. Consideration of the character and type of development proposed in terms of generating revenue for the Township and imposing demands on municipal services.

Applicant shall deposit with the Township a fee deemed sufficient to pay the Hearing expenses. These costs may include compensation for the secretary and members of the Zoning Hearing Board, notice and advertising costs, and necessary administrative overhead connected with the Hearing. Funds deposited in excess of the actual cost of the requested hearing shall be returned to the applicant upon completion of the proceedings.

FEE SCHEDULE

Variance, Special Exception — \$850
Appeal from the Zoning Officer, Challenge to the Flex Development Procedure — \$850
Challenge to the Zoning Ordinance/Map — \$2,500

CERTIFICATION

Please review and certify the following information.

In the event that the costs of the hearing exceed the funds deposited, the Applicant shall pay to the Township funds equal to such excess costs within thirty (30) days of the Township's request. Failure to deposit the additional funds shall be just reasons for terminating the proceedings.

I agree to pay additional funds (if necessary) as requested by the Township.

The Zoning Officer and Zoning Hearing Board may request additional information and documentation to prepare for said hearing.

By checking this box, I certify that the information presented in this application and all attachments is true and correct.

Please ensure the following documents have been included in your application packet:

- Completed and signed application form
- Check in the amount of the applicable application fee
- Narrative responding to all applicable prompts
- Proof of property ownership (Copy of Deed or Agreement of Sale)
- Six (6) copies of plans or sketch of the proposed improvements

Plan drawings are preferred, but not required, to be prepared by a registered engineer, architect, or surveyor. Any measurements/setbacks should be accurate and clearly depicted on provided plot plans or elevations. If the applicant's plans are larger than 11" x 17", the applicant must submit one set of plans reduced to no larger than 11" x 17". Digital copies of plan sets shall be submitted if available.

Any additional photos or supporting documentation (optional)

Applications may be submitted in person, mailed, or electronically as a PDF. The application fee must be submitted before an application can be accepted for review.

Signature of APPLICANT Byron Anstine

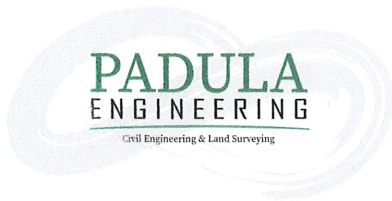
Date 2/1/2022

Print Name Byron Anstine

Signature of OWNER _____

Date _____

(If different from applicant)



Requested Zoning Variances:

The following variances are requested from The Westtown Township Zoning Ordinance of 1991:

Article VI R-1 Residential District, Section 170-602 Area and bulk regulations.

1. Subsection B.(4) Impervious coverage: 20% maximum.

A variance is requested to permit the maximum impervious coverage on the property to be 26.2%.

2. Subsection B.(6) Side yards: 25 feet minimum.

A variance is requested to permit the proposed dwelling to have a side yard of 12.9 feet minimum from the southern property line.

Byron & Melissa Anstine

124 Laymens Way
Chester Springs, PA 19425
610-420-6735

February 1, 2022

Westtown Township
Zoning Hearing Board
P.O. Box 79
Westtown, PA 19395

Re: 1409 Evie Lane, West Chester, PA 19382- Zoning Variance Request

Members of the Zoning Hearing Board:

My wife and I currently have the property at 1409 Evie Lane under contract and plan to build a home for our family. The lot was subdivided many years ago and is an irregular shaped non-conforming lot. It is located in the R-1 zoning district which requires a minimum of 1 acre of land and the size of the lot size is 0.601 acres.

The width of the lot at the building line is approximately 101' which is much less than the required 150' width. After applying the 25' side yard setbacks, that leaves a 51' wide building envelope. While we are able to fit the footprint of the home in the building envelope, it does not leave enough room for a proper driveway turnaround area on the side of the home. Because of the constraints of the side yard setback, we are asking for a side yard setback variance allowing us to build the house 12.9' from the side yard as opposed to the 25' setback. We do not feel this will negatively impact the neighboring property as their driveway is located near the property line and their home is located towards the rear of their lot.

The R-1 zoning district impervious coverage requirement is set at 20%. Based on a 1 acre lot size, that would allow for 8,712 sf of the lot to be impervious. Since the lot is non-conforming at 0.601 acres, the impervious coverage requirement limit for this lot is 5,235 sf. With our proposed house footprint and driveway, our proposed impervious coverage is set at 5,853 sf or 26.2% which is well under the requirement if lot was 1 acre.

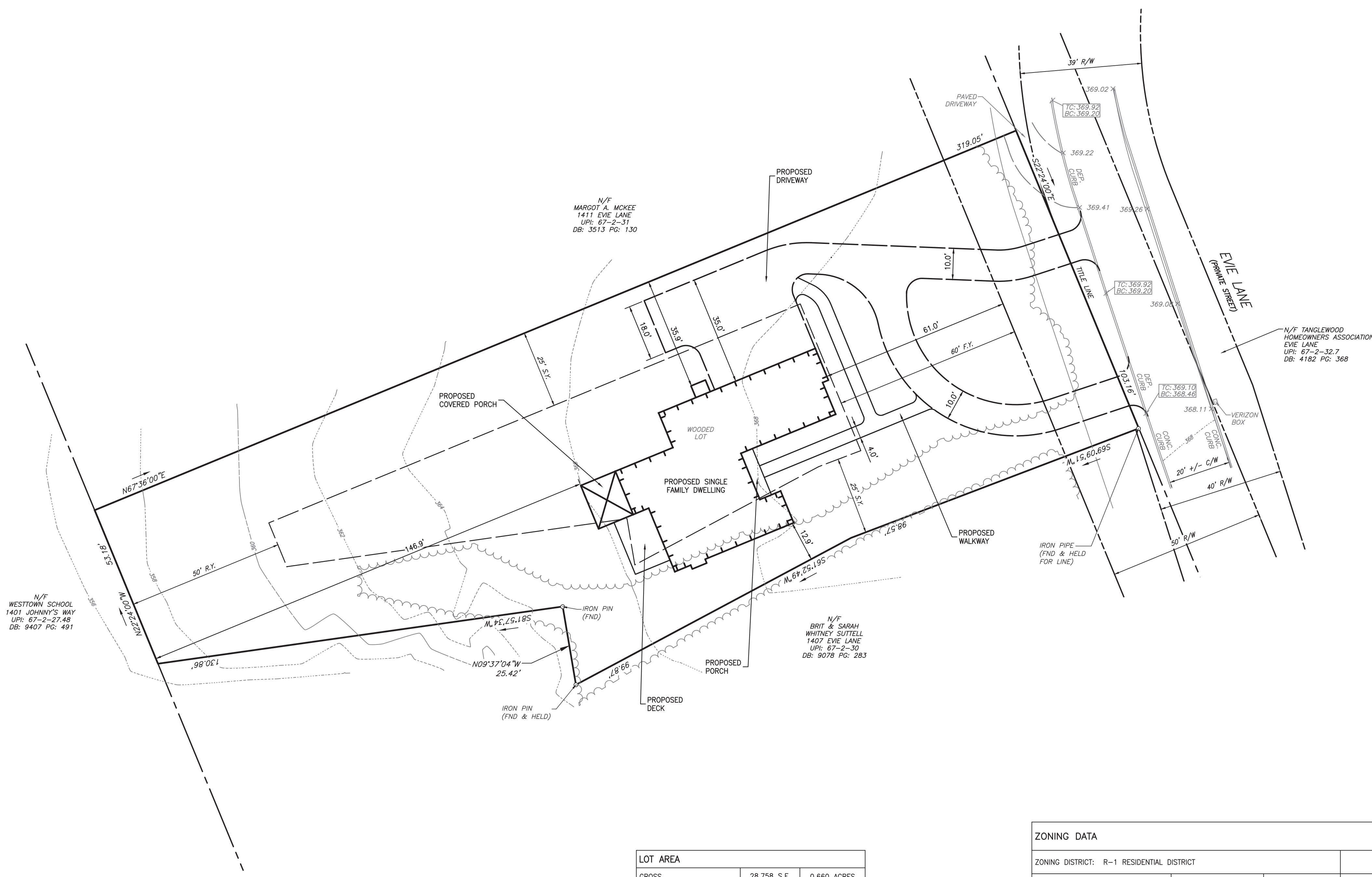
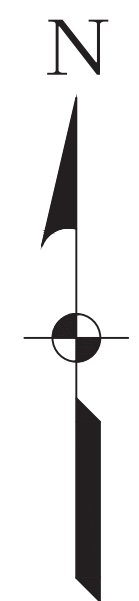
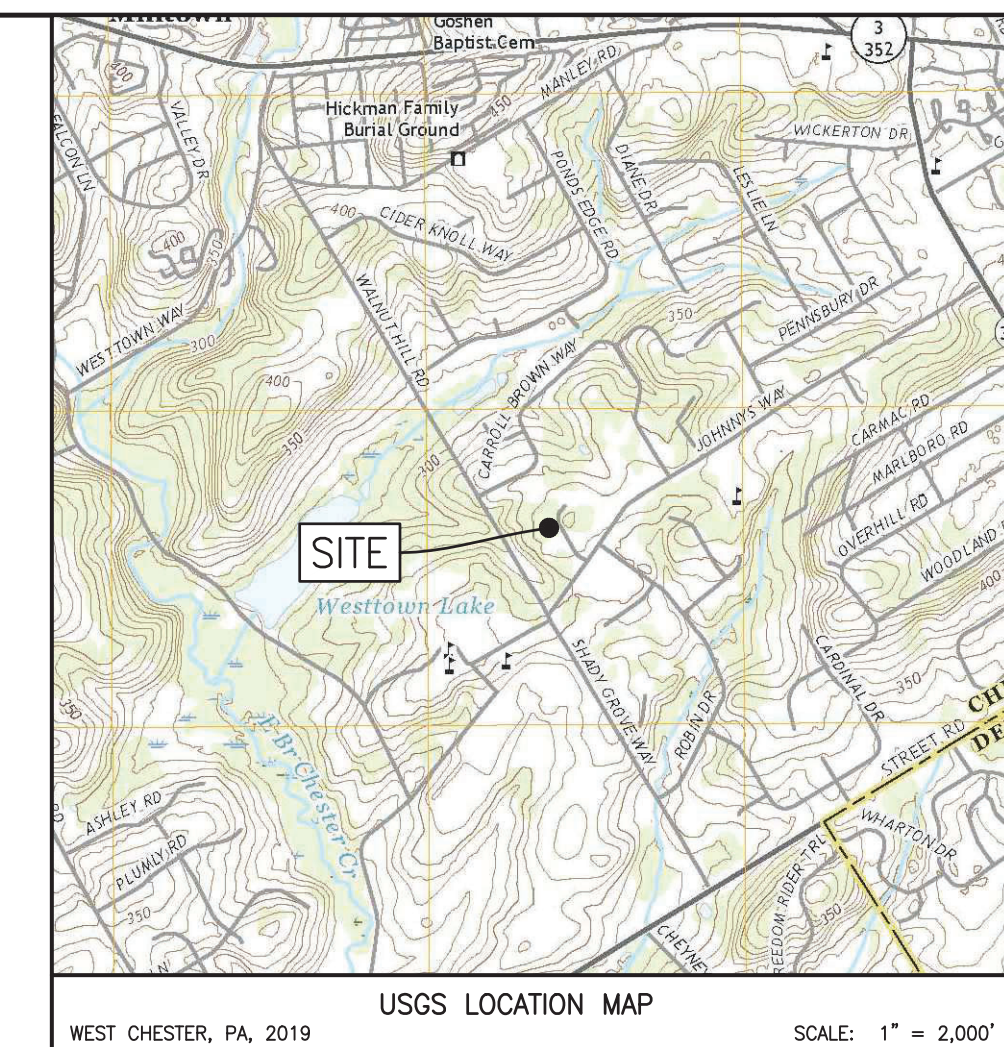
The reason behind the impervious coverage exceeding the limit is the proposed U-shaped driveway going to the home. We are proposing this because of the roadway width of Evie Lane at 20'. We do not want guests or delivery trucks to park on the street because of its narrow width rather that they utilize the driveway to park. With the narrow roadway, we feel it is potentially dangerous for people to park on the street or neighbors and large vehicles driving past since the roadway is narrow compared to a township owned street. It is our opinion that the neighboring properties will not be negatively affected with the increased impervious coverage and will be a benefit to allow neighbors and guests to drive by without running the risk of hitting a parked car.

We look forward to your feedback and hope you agree with our variance requests. If you have questions, I will be happy to answer them when we present at your next meeting.

Sincerely,



Byron Anstine



GENERAL NOTES

- OWNER**
MARGOT A. MCKEE
P.O. BOX 37
WESTTOWN, PA 19395

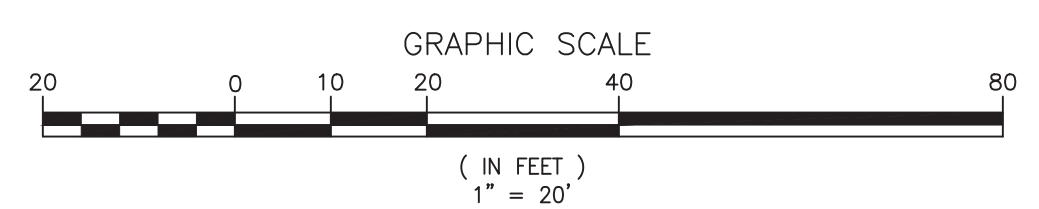
EQUITABLE OWNER
BYRON ANSTINE
BYRONANSTINE@GMAIL.COM
(610)-420-6735
- SITE ADDRESS**
1409 EVIE LANE
WEST CHESTER, PA 19382
- SOURCE OF TITLE**
DEED REFERENCE: DEED BK: 3513, PG: 130
- LAND USE**
EXISTING LAND USE: VACANT LOT
- SURVEY NOTES**
A. BOUNDARY AND IMPROVEMENTS SHOWN BY PHYSICAL FIELD SURVEY PERFORMED IN DECEMBER 2021 BY PADULA ENGINEERING COMPANY.
B. ELEVATIONS ARE APPROXIMATED TO NAVD83 DATUM.
C. PLAN COORDINATES BASED ON DEED
- UTILITIES**
A. THIS PROPERTY WILL BE SERVICED BY ON-SITE SEWER AND PUBLIC WATER.
B. COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES AND FACILITIES CANNOT BE GUARANTEED. THE CONTRACTOR MUST VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND/OR FACILITIES PRIOR TO BEGINNING ANY EARTH-MOVING ACTIVITIES.
- WETLANDS**
NO WETLANDS ARE LOCATED ON SITE PER NATIONAL WETLAND INVENTORY MAPS.
- FLOODPLAIN**
THE PROJECT AREA IS LOCATED WITHIN ZONE X, AREA OF MINIMAL FLOOD HAZARD, PER FEMA, PER MAP PANEL NO. 42029C0215G, EFFECTIVE DATE: 9/29/2017.
- RECEIVING STREAM**
THE SITE IS LOCATED IN THE CHESTER CREEK WATERSHED AND DRAINS TO AN UNNAMED TRIBUTARY TO EAST BRANCH CHESTER CREEK WHICH IS DESIGNATED AS TROUT STOCKING (TSF) AND MIGRATORY FISHES (MF) BY PA CODE CHAPTER 93.
- TREES**
THIS SURVEY IS NOT TO BE USED FOR TREE REMOVAL ALONG PROPERTY LINES. TREE LOCATIONS ARE APPROXIMATE. FOR TREE REMOVAL PURPOSES, PROPERTY LINES MUST BE FIELD MARKED WITH STAKES SET TO ESTABLISH EXACT TREE OWNERSHIP.

LOT AREA			
GROSS	28,758 S.F.	0.660 ACRES	
LESS AREA WITHIN RIGHT-OF-WAY	2,571 S.F.	0.059 ACRES	
NET	26,187 S.F.	0.601 ACRES	

IMPERVIOUS SURFACE SUMMARY			
	EXISTING	PROPOSED	TOTAL DEVELOPED
DWELLING	0 S.F.	2,422 S.F.	2,422 S.F.
COVERED PORCH	0 S.F.	180 S.F.	180 S.F.
PORCH	0 S.F.	64 S.F.	64 S.F.
DRIVEWAY	78 S.F.	3,448 S.F.	3,526 S.F.
DECK	0 S.F.	216 S.F.	216 S.F.
WALKWAY	0 S.F.	445 S.F.	445 S.F.
TOTAL	78 S.F.	6,775 S.F.	6,853 S.F.

ZONING DATA			
ZONING DISTRICT: R-1 RESIDENTIAL DISTRICT			
	REQUIRED	EXISTING	PROPOSED
NET LOT AREA	1 ACRE (MIN.)	0.601 ACRES*	0.601 ACRES*
LOT WIDTH @ BUILDING LINE	150' (MIN.)	100.84'	100.84'
LOT WIDTH @ STREET LINE	50' (MIN.)	102.48'	102.48'
BUILDING SETBACKS			
FRONT YARD	60' (MIN.)	N/A	61'
SIDE YARD	25' (MIN.)	N/A	12.9**
REAR YARD	50' (MIN.)	N/A	146.9'
IMPERVIOUS COVERAGE ⁽¹⁾	20% (MAX.)	0.3% (78 S.F.)	26.2% (6,853 S.F.)**
BUILDING HEIGHT	38' (MAX.)	N/A	≤ 38'
*EXISTING NONCONFORMITY			
**VARIANCE REQUIRED			
⁽¹⁾ CALCULATED USING NET LOT AREA.			
REFER TO WESTTOWN TOWNSHIP ZONING ORDINANCE FOR ANY ADDITIONAL REGULATIONS THAT MAY APPLY.			

- LEGEND**
- PROPERTY LINE
 - ADJOINER PROPERTY LINE
 - - - EXISTING RIGHT-OF-WAY
 - - - BUILDING SETBACK LINE
 - 362 EXISTING 2' CONTOUR W/ ELEVATION
 - 360 EXISTING 10' CONTOUR W/ ELEVATION
 - - - EXISTING EDGE OF PAVEMENT/DRIVEWAY
 - ~ ~ ~ EXISTING TREE/SHRUB LINE
 - - - PROPOSED DRIVEWAY



UPI: 67-2-30.1

CALL BEFORE YOU DIG!

PENNSYLVANIA LAW REQUIRES: 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS IN DESIGN STATE STOP CALL Pennsylvania One Call System, Inc

PENNSYLVANIA ACT 187 REQUIREMENTS: PADULA ENGINEERING COMPANY DOES NOT GUARANTEE THE ACCURACY OF THE LOCATIONS FOR EXISTING SUBSURFACE UTILITY STRUCTURES SHOWN ON THE PLANS. NOR DOES PADULA ENGINEERING COMPANY GUARANTEE THAT ALL SUBSURFACE STRUCTURES ARE SHOWN. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES BEFORE THE START OF WORK.

SERIAL NO. 20213650410

GEOLOGY DESCRIPTION						
UNIT NO.	SYMBOL	NAME	AGE	LITH1	LITH2	LITH3
176	Xgw	GLENARM WISSAHICKON FORMATION	PROBABLY LOWER PALEOZOIC	OLIGOCENE-MI CA SCHIST	HORNBLENDE GNEISS	GNEISS; AMPHIBOLITE

GEOLOGY INFORMATION TAKEN FROM PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, eMapPA

SOILS DESCRIPTIONS						
SYMBOL	DESCRIPTION	DEPTH TO RESTRICTIVE FEATURE	NATURAL DRAINAGE CLASS	DEPTH TO WATER TABLE	HYDROLOGIC SOIL GROUP	HYDRIC SOIL RATING
UrbB	URBAN LAND-GLENELG COMPLEX, 0% TO 8% SLOPES	10" TO 99" TO LITHIC BEDROCK & 60" TO 120" TO PARALITHIC BEDROCK	WELL DRAINED	MORE THAN 80 INCHES	B	NO

SOIL INFORMATION TAKEN FROM UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCE CONSERVATION DISTRICT, WEB SOIL SURVEY

NUM.	DATE	REVISION

PREPARED FOR:

BYRON ANSTINE
1409 EVIE LANE
WEST CHESTER, PA 19382
WESTTOWN TOWNSHIP • CHESTER COUNTY • PENNSYLVANIA

PLAN TITLE:

ZONING EXHIBIT

PREPARED BY:

PADULA ENGINEERING
Civil Engineering & Land Surveying

PADULA ENGINEERING COMPANY
780 EAST MARKET STREET, SUITE 275
WEST CHESTER, PA 19382
PADULAENGINEERING.COM
(610) 696-9900

DATE: JANUARY 31, 2022

DRAWN: MJK

APPROVED: MJP

PROJECT NUMBER: 210324

1 OF 1





STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

ASVL

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

PARTIES

BUYER(S): Byron L. Anstine, Jr., Melissa M. Anstine

BUYER'S MAILING ADDRESS:
124 Laymens Way
Chester Springs, PA 19425

SELLER(S): Margot A Mckee

SELLER'S MAILING ADDRESS:
1411 Evie Lane
West Chester, PA 19382

PROPERTY

See Property Description Addendum

ADDRESS (including postal city) 1409 Evie Lane, West Chester

in the municipality of Westtown ZIP 19382,
in the School District of West Chester, County of Chester,
Tax ID #(s) 67-02-0030.0100, in the Commonwealth of Pennsylvania.
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date; Control #): _____ and/or _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) _____
Company License # _____
Company Address _____
Company Phone _____
Company Fax _____
Broker is (check only one):
 Buyer Agent (Broker represents Buyer only)
 Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) _____
State License # _____
Direct Phone(s) _____
Cell Phone(s) _____
Email _____
Licensee(s) is (check only one):
 Buyer Agent (all company licensees represent Buyer)
 Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
 Dual Agent (See Dual and/or Designated Agent box below)

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

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Weichert Realtors
Company License # _____
Company Address 1238 West Chester Pike, West Chester, PA
19382
Company Phone _____
Company Fax _____
Broker is (check only one):
 Seller Agent (Broker represents Seller only)
 Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Noelle Barbone
State License # _____
Direct Phone(s) _____
Cell Phone(s) (484)678-2658
Email noellebarbone@gmail.com
Licensee(s) is (check only one):
 Seller Agent (all company licensees represent Seller)
 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: BAJ MAA

Seller Initials: MM

63 6. ZONING (1-16)

64 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.

65 Zoning Classification, as set forth in the local zoning ordinance: R-1

66 7. FIXTURES AND PERSONAL PROPERTY (6-20)

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

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

69 (C) EXCLUDED fixtures and items: _____

70 8. MORTGAGE CONTINGENCY (1-18)

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

72 ELECTED.

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

<p>80 First Mortgage on the Property</p> <p>81 Loan Amount \$ _____</p> <p>82 Minimum term _____ years</p> <p>83 Type of mortgage _____</p> <p>84 For:</p> <p>85 <input type="checkbox"/> Land acquisition only</p> <p>86 <input type="checkbox"/> Land acquisition and construction</p> <p>87 <input type="checkbox"/> Other _____</p> <p>88 Loan-To-Value (LTV) ratio not to exceed _____ %</p> <p>89 Mortgage lender _____</p> <p>90 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 _____ %</p> <p>91 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.</p>	<p>80 Second Mortgage on the Property</p> <p>81 Loan Amount \$ _____</p> <p>82 Minimum term _____ years</p> <p>83 Type of mortgage _____</p> <p>84 For:</p> <p>85 <input type="checkbox"/> Land acquisition only</p> <p>86 <input type="checkbox"/> Land acquisition and construction</p> <p>87 <input type="checkbox"/> Other _____</p> <p>88 Loan-To-Value (LTV) ratio not to exceed _____ %</p> <p>89 Mortgage lender _____</p> <p>90 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 _____ %</p> <p>91 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.</p>
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92 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____.

1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good-faith effort to obtain mortgage financing.
2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):
 - a. Does not satisfy the terms of Paragraph 8(A), OR
 - b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

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

124 Buyer Initials: DLA AM

Seller Initials: ML

- 125 (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
 126 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),
 127 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
 128 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage
 129 lender(s) to make the above mortgage term(s) available to Buyer.
- 130 (E) Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage ap-
 131 plication(including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage
 132 terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's
 133 choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in
 134 the mortgage loan process.
- 135 (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/
 136 or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
 137 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
 138 reject, or refuse to approve or issue, a mortgage loan commitment.
- 139 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires a
 140 task(s) to be performed to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller.
 141 Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will comply with the lender's
 142 or insurer's requirements at Seller's expense.
- 143 1. If Seller complies with the lender's or insurer's requirements to the satisfaction of the mortgage lender and/or insurer, Buyer
 144 accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.
 - 145 2. If Seller will not comply with the lender's or insurer's requirements, or if Seller fails to respond within the stated time, Buyer
 146 will, within 5 DAYS, notify Seller of Buyer's choice to:
 147 a. Comply with the lender's or insurer's requirements at Buyer's expense, with permission and access to the Property given by
 148 Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement
 149 such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unrea-
 150 sonable), OR
 151 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 152 Paragraph 27 of this Agreement.
- 153 **If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this agreement by written
 154 notice to seller within that time, Buyer will accept the Property, comply with the lender's or insurer's requirements at
 155 Buyer's expense and agree to the release in Paragraph 29 of this agreement.**

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

157 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
 158 Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in
 159 employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against
 160 Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to
 161 purchase.**

162 **10. SELLER REPRESENTATIONS (1-16)**

163 (A) **Status of Water**

164 Seller represents that the Property is served by:
 165 Public Water Community Water On-site Water None _____

166 (B) **Status of Sewer**

- 167 1. Seller represents that the Property is served by:
 168 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
 169 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
 170 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
 171 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
 172 _____

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

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

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

188 Buyer Initials: B.L.A. Al.M.

Seller Initials: Mau

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

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

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

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

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

212 (E) **Historic Preservation**

213 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
214

215 (F) **Land Use Restrictions**

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

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

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

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

227 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment.
228 Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this
229 Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result
230 in the future as a result of any change in use of the Property or the land from which it is being separated.

231 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water
232 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open
233 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that
234 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific ter-
235 mination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply
236 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
237 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.

238 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are
239 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land
240 in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been
241 advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect.
242 Seller is advised to determine the financial implications that will or may result from the sale of the Property.

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

244 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner associ-
245 ation assessments (excluding assessed value) have been made against the Property which remain unpaid, and that no notice by
246 any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to vio-
247 lations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition
248 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
249

250 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____
251

252 Buyer Initials: BLA MA

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Seller Initials: MAN

253 (H) **Highway Occupancy Permit**
254 Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation and/or the
255 municipality. It should not be presumed that agricultural and other existing accesses or driveways are permitted.

256 **11. WAIVER OF CONTINGENCIES (9-05)**
257 **If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental**
258 **conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's**
259 **failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer**
260 **accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.**

261 **12. BUYER'S DUE DILIGENCE/INSPECTIONS (6-20)**
262 **(A) Rights and Responsibilities**

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

275 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "Inspection"
276 or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or
277 otherwise qualified professionals. All inspections shall be performed in a non-invasive manner, unless otherwise agreed in writing.
278 If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph
279 12(D) for Notices Regarding Property & Environmental Inspections)

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

283 **Property Inspections and Environmental Hazards**
284 Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration;
285 electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental
286 hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select.
287 (See Notices Regarding Property & Environmental Inspections)

Waived
BLAG MML

288 **Deeds, Restrictions and Zoning**
289 Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi-
290 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
291 Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement
292 contingent upon an anticipated use. Present use: _____

Waived
BLAG MML

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

Waived
BLAG MML

298 **Connection to Off-Site Water Source**
299 Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service
300 Provider): _____ (See Paragraph 14)

Waived
BLAG MML

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

Waived
BLAG MML

307 **Connection to Off-Site Sewage Disposal System**
308 Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name
309 of Service Provider): _____ are acceptable to
310 Buyer. (See Paragraph 15)

Waived
BLAG MML

311 **Property and Flood Insurance**
312 Buyer may determine the insurability of the Property by making application for property and casualty insurance for
313 the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with
314 the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry
315 flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised
316 flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insur-

Waived
BLAG MML

317
318 Buyer Initials: BLAG MML

Seller Initials: MML

319 ance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need
320 for flood insurance and possible premium increases.

321 **Elected**

Property Boundaries

322 Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal descrip-
323 tion, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as
324 it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed
325 barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of
326 property are approximations only and may be in accurate.

Waived
Buyer Initials

327 **Elected**

Other

Waived

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

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

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

345 **13. INSPECTION CONTINGENCY (6-20)**

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

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

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

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

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

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

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

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

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

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

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

383 Buyer Initials: Buyer Initials

Seller Initials: M. Q. M.

- 449 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices
450 and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
451 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
452 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
453 that Buyer will:
454 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph
455 29 of this Agreement, OR
456 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
457 Paragraph 27 of this Agreement.

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

- 461 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
462 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
463 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of
464 the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to
465 Seller.
466 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy
467 of the notice to Buyer and notify Buyer in writing that Seller will:
468 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements,
469 Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
470 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
471 notify Seller in writing within 5 DAYS that Buyer will:
472 (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
473 will not be unreasonably withheld, OR
474 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
475 of Paragraph 27 of this Agreement.
476 **If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by**
477 **written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph**
478 **29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the**
479 **terms of the notice provided by the municipality.**
480 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement
481 Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to
482 Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
483 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,
484 Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 17 (B)(3) will survive**
485 **settlement.**

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

- 487 (A) Property is NOT a part of a Planned Community unless checked below.
488 PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the
489 Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration
490 (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions
491 set forth in section 5407 (a) of the Act.

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

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

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

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

513 Buyer Initials: Blair Ann

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Seller Initials: leann

- 514 (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from
 515 a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies
 516 come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to
 517 release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance
 518 policy.
 519 (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation;
 520 (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and
 521 charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
 522 (D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.
 523 (E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description
 524 of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required
 525 by the mortgage lender will be obtained and paid for by Buyer.
 526 (F) If a change in Seller's financial status affects Seller's ability to convey title to the Property on or before the Settlement Date, or any
 527 extension thereof, Seller will promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller
 528 filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public
 529 tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and
 530 encumbrances against the Property.
 531 (G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates,
 532 as specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, or take such title as Seller can
 533 convey. If the title condition precludes Seller from conveying title, Buyer's sole remedy shall be to terminate this Agreement. Upon
 534 termination, all deposit monies shall be returned to Buyer according to the terms of Paragraph 27 of this Agreement and Seller will
 535 reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agree-
 536 ment, and for those items specified in Paragraph 19(C) items (1), (2), (3) and in Paragraph 19(E).
 537 (H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation
 538 about the status of those rights unless indicated elsewhere in this Agreement.
 539 **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this Agreement.**

540 (I) **COAL NOTICE (Where Applicable)**
 541 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH
 542 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL
 543 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILD-
 544 ING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17,
 545 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal
 546 mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract
 547 with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions
 548 of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed
 549 from Seller which deed will contain the aforesaid provision.

- 550 (J) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
 551 **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.**
 552 2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
 553 Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is
 554 payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation
 555 to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether
 556 the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other
 557 consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose
 558 the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives
 559 certain rights and protections to buyers.

- 560 **20. MAINTENANCE AND RISK OF LOSS (1-16)**
 561 (A) Seller will maintain the Property (including but not limited to grounds, fixtures, appliances, and personal property) specifically listed
 562 in this Agreement in its present condition, normal wear and tear excepted.
 563 (B) If any part of the Property included in the sale is damaged or fails before settlement, Seller will:
 564 1. Repair or replace that part of the Property before settlement, OR
 565 2. Provide prompt written notice to Buyer of Seller's decision to:
 566 a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mortgage
 567 lender, if any, OR
 568 b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value
 569 of the damaged or failed part of the Property.
 570 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
 571 to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is
 572 earlier, that Buyer will:
 573 a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
 574 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 575 Paragraph 27 of this Agreement.

576 Buyer Initials: Blay MND ASVL Page 10 of 13 Seller Initials: Mueen

If Buyer fails to respond within the time stated in Paragraph 20(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

21. **RECORDING (9-05)**

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

22. **ASSIGNMENT (2-12)**

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

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

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

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

24. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-16)**

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

25. **NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (1-16)**

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police website at www.pameganslaw.state.pa.us.

26. **REPRESENTATIONS (2-12)**

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

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

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

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

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

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 27(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 27 (C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 90 days (180 if not

Buyer Initials: BAQ AMM

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Seller Initials: [Signature]
1411 Evie Ln

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

702 Buyer Initials: BLA MAM

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Seller Initials: MAM

703 32. HEADINGS (1-16)

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

706 33. SPECIAL CLAUSES (2-12)

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

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

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715 _____
716 _____
717 (B) Additional Terms: Buyers are licensed real estate agents in Pennsylvania.

718 Buyers have the right to go on Seller's property with Buyer's subcontractors not limited
719 to but including surveying and test percolation pits.
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734 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

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

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

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

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

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

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

745 BUYER ^{DocuSigned by:} Byson L. Anstine, Jr. DATE 11/26/2021

746 BUYER Byson L. Anstine, Jr. DATE 11/26/2021

747 BUYER Melissa M. Anstine DATE _____

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

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

750 SELLER Margot A Mckee DATE 11.28.21

751 SELLER _____ DATE _____

752 SELLER _____ DATE _____