United States Bankruptcy Court
Eastern District of Pennsylvania

In re: Carter P. Reese and Sarah C. Reese
Debtors

Case No. 12-19376-ref
Chapter 11

HEARING TO BE HELD:
Date: February 18, 2017
Time: 09:30 a.m.
Place: Courtroom 1, Third Floor
U.S. Bankruptcy Court
The Madison
400 Washington Street
Reading PA 19601

DEBTORS' MOTION TO APPROVE SALE OF SUBDIVIDED REAL ESTATE FREE AND CLEAR OF LIENS, TO RESOLVE DISPUTED INTEREST INVOLVING AGRICULTURAL CONSERVATION EASEMENT AND TO MODIFY CONFIRMED PLAN

AND NOW COME Debtors, Carter P. and Sarah C. Reese, by and through their attorneys, Dexter K. Case, Esquire and Frederick L. Reigle, Esquire, and state as follows:

1. This Motion is brought pursuant to those provisions of the Bankruptcy Code including 11 U.S.C. §363(f) permitting the sale of property of the estate by the trustee free of any other party's interest therein if, *inter alia*, such interest is in bona fide dispute; and, 11 U.S.C. §1127(b) permitting modification of the confirmed plan prior to substantial consummation of the plan if circumstances so warrant.

2. Movants are Carter P. Reese and Sarah C. Reese, the debtors in this chapter 11 bankruptcy case ("Debtors"), acting as trustees in their capacity as debtors-in possession pursuant to 11 U.S.C. §1107 with respect to certain real estate as further described herein and which remains property of the bankruptcy estate pursuant to the Debtors' confirmed chapter 11 plan.

3. Respondents are the Commonwealth of Pennsylvania, through its Department of Agriculture, Bureau of Farmland Preservation ("PA Bureau"), the County of Berks, Pennsylvania, through its Berks County Agricultural Land Preservation Board ("Berks Ag Board"), PNC Bank, NA ("PNC"), and Meridian Bank ("Meridian").

4. Debtors are the owners of certain real estate known as and located at 140 Evans Hill Road, Sinking Spring, Pennsylvania 19608 also known as the Westerly Tract (PIN#: 4387-01-05-1099) ("Real Estate") containing ±130 acres, approximately 120 of which are subject to a certain Agricultural Conservation Easement ("Ag Easement") in favor of Respondents, all as more fully set forth in Exhibit "A" attached hereto.

5. The Debtors have proposed a subdivision of the Real Estate that will enable them to sell ±76 acres to the current owner of an adjacent 56 acre parcel recently purchased from the Debtors, as well as creating two residual lots of ±28 (Residual Parcel A) and ±31 acres, Residual Parcel B, respectively ("Subdivision Plan"). Exhibit "B".

6. On September 21, 2015, the Board of Supervisors of Lower Heidelberg Township approved the Subdivision Plan subject to certain conditions including the requirement that the Berks Ag Board be provided with the plan. Exhibit "C".

7. The Berks Ag Board has indicated that the proposed subdivision and sale of Residual Parcel B will require the Debtors to remove of 31 acres of hardwood trees and to convert those acres into tillable crop land in order to meet its current regulations; and, further indicates that if the Debtor's fail to comply with these regulations, it will not approve the Subdivision Plan.

8. The regulations relied upon by the Berks Ag Board were enacted subsequent to the grant of the Ag Easement which specifically defines crops to include "[t]imber, wood, and other wood products derived from trees." *See*, Ex. A, p.3 (VL 2528 PG 994).

9. Debtors therefore believe that application of such regulation to the Real Estate constitutes the imposition of an *ex post facto* law which improperly and adversely effects the Debtors' interest in the Real Estate and Debtors therefore dispute the validity and extent of Respondent PA Bureau and Berks AG Board's interest in the Real Estate with respect to the burden that the regulations impose upon the Real Estate.

10. Debtors have entered into two Agreements of Sale with respect to the Real Estate both of which are contingent upon final approval and recording of the Subdivision Plan:

A. Sale of the ±76 acres to Forrest and Barbara Stricker for the sum of Seven Hundred and Sixty Thousand Dollars ($760,000.00). Exhibit "D".

B. Sale of ±31 acres, Residual Parcel B, to Matthew and Alissa Grove for the sum of Two Hundred Thousand Dollars ($200,000.00). Exhibit "E".

11. Although the Debtors have been able to significantly consummate their confirmed plan, the Plan has not been fully or substantially consummated due to the Debtors' inability to pay the administrative expenses of the estate and to pay certain other secured debt; and, the Debtors are therefore requesting that their plan be modified to permit the sale of the real estate parcels identified herein and thereby providing for substantial payment of the Debtors' remaining obligations.

12. In order to complete the proposed sales pursuant to the confirmed plan as required by 11 U.S.C. §1146(a) and to provide for said sales free and clear of liens and encumbrances, the Debtors are requesting that their confirmed plan be modified to permit said sales subject only to and conditioned upon payment to PNC and Meridian as well as the other identified creditors as set forth in Exhibit "F" attached hereto.

13. The Real Estate is subject to a first mortgage lien in favor of PNC with an approximate principal balance of $2,500,000 and a second mortgage lien in favor of Meridian with an approximate balance of $308,000.

14. The fair market value of the residual Real Estate after the proposed sales is estimated to be at least $3,500,000, which value will adequately protect the residual lien positions of both PNC[1] and Meridian after the payments provided for herein.

[1] PNC also has a first position mortgage lien against the Debtors' residual building lot at Grandview Boulevard which has an estimated fair market value of $150,000.

15. The pending sales will enable the Debtors to substantially complete the payments required under the confirmed chapter 11 plan and to pay all administrative claims, thereby allowing the Debtors to substantially consummate their confirmed bankruptcy plan, obtain a final decree and to close this case.

WHEREFORE, Debtors respectfully request this Honorable Court to modify their confirmed chapter 11 plan and approve the proposed sales as set forth in the Agreements of Sale described herein:

A. Finding that the PA Bureau and Berks Ag Board may not use their recently enacted regulations to require removal of the 31 acres of trees or to otherwise prevent the Debtors from selling the Real Estate;

B. Providing that a copy of the order granting this motion may be recorded in lieu of any approvals by the Berks Ag Board required in order to record the Subdivision Plan;

C. Modifying the Debtors' confirmed chapter 11 plan as provided herein;

D. Approving the sale of the ±76 acre and ±31 acre parcels free and clear of the PNC and Meridian mortgage liens with the proceeds of the sales to be paid and disbursed in accordance with Exhibit D to this motion and the Debtors' confirmed Plan as modified herein; and

E. Granting such further relief as may be necessary to implement the proposed sales.

January 18, 2017

By: ***/s/ Dexter K. Case, Esq.***
Dexter K. Case, Esquire
Attorney for Debtor, Carter P. Reese

By: ***/s/ Frederick L. Reigle, Esq.***
Frederick L. Reigle, Esquire
Attorney for Debtor, Sarah C. Reese

EXHIBIT “A”

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EXHIBIT C

DPERJF (5/91)

DEED OF AGRICULTURAL CONSERVATION EASEMENT
TO THE COMMONWEALTH OF PENNSYLVANIA AND A COUNTY
JOINTLY IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 28th day of March, 1994, by and between (see attached Grantor clause) (hereinafter, "Grantor") and the Commonwealth of Pennsylvania and the County of Berks, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in Lower Heidelberg Township, Berks County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of 120.20 acres and all buildings and improvements erected thereon ("the subject land");

WHEREAS, the value of the agricultural conservation easement is defrayed by consideration to the Grantors of $240,400.00 and that said consideration is below the duly appraised Fair Market Value of the easement $360,000.00. The Grantors intend that the difference between the consideration and Fair Market Value be a charitable gift to the Grantees;

AND WHEREAS, the State Agricultural Land Preservation Board has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Berks County, Pennsylvania has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of $240,400.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 93.16 percent joint owner and the County of Berks, Pennsylvania as 6.84 percent joint owner, their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of such crops, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, livestock and livestock

SENTRY ABSTRACT CO.
APP. NO. 61072465

vol 2528 p 992

AFFIDAVIT SUBMITTED

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 24th day of March, 1994 by and between David L. Thun, Cynthia C. Willauer, Noel E. Karasin, Michael J. Thun, and Alexena S. Thun (hereinafter, "Grantor") and the Commonwealth of Pennsylvania and the County of Berks, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

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products" include, but are not limited to:

(a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
(b) Fruits, including apples, peaches, grapes, cherries and berries;
(c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions and mushrooms;
(d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
(e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
(f) Timber, wood, and other wood products derived from trees; and
(g) Aquatic plants and animals and their byproducts.

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform any activity on the subject land other than agricultural production.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

(a) The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

(b) The construction of one additional residential structure is permitted if;

(i) The construction and use of the residential structure is limited to providing housing for persons employed in farming the subject land on a seasonal or full-time basis,

(ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

(iii) The residential structure and its curtilage occupy no more than two acres of the subject land, and

(iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production.

(c) The construction or use of any building or other structure for agricultural production is permitted.

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(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted.

3. Subdivision - The subject land may be subdivided if subdividing will not harm the economic viability of the subject land for agricultural production. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove

excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantees, their successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantees have no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantees, their successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement - Annually, Grantees, their successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the Grantor, his heirs, executors, administrators successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

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Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantees, their successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be perpetual in duration. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall notify Grantees in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred. This obligation shall apply to any change in ownership of the subject land.

The restrictions set forth in this Deed shall be included in any Deed purporting to convey or transfer an ownership interest in the subject land.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the

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intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

To have and to hold this Deed of Agricultural Conservation Easement unto the Grantees, their successors and assigns in perpetuity.

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR:

Witness:

David L. Thun [Seal]

Alexena T. Frazee [Seal]

Michael J. Thun [Seal]

Cynthia C. Willauer

Noel E. Karasin

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Publication No. G107246-S

DESCRIPTION AND RECITAL

Exhibit A

PREMISES A
ALL THOSE CERTAIN three tracts or pieces of land together with the mansion house, barn and all other outbuildings thereon erected, situate in the Township of Lower Heidelberg, County of Berks and Commonwealth of Pennsylvania, and being more particularly bounded and described as follows, to wit:

PURPART NO. 1
BEGINNING at a set linestone, a corner of land now or late of Houder and Beidler, at the intersection of a public road leading to Hain's Church with the public road leading to Sinking Spring; thence by land now or late of Eliza Ruth and Rufus Adams, North 28 degrees West two hundred ninety three and seven tenths feet (293.7') to a point a corner; thence by land now or late of Rufus Adams and other lands now or late of Charles V. R. Evans, North 24 degrees East six hundred ninety three feet (693') more or less to a point a corner; thence by other land now or late of the said Charles V. R. Evans, North 69 degrees West two thousand four hundred sixty three and four tenths feet (2463.4') to a point; thence by the same South 4 degrees 45 minutes West four hundred ninety and nine tenths feet (490.9') to a point; thence by the same and land now or late of Tysner Stitzel, North 76 degrees 45 minutes West seven hundred thirteen and six tenths feet (713.6') to a stone corner; thence by the same the following courses and distances, viz: North 56 degrees West three hundred eighty six and one tenth feet (386.1') to a stone corner; South 26 degrees West one hundred five and six tenths feet (105.6') to a stone; South 13 degrees 30 minutes East three hundred thirty one and six tenths feet (331.6') to a set linestone corner; South 76 degrees 30 minutes East four hundred fifty two and one tenth feet (452.1'); South 77 degrees East two hundred seventy three and nine tenths feet (273.9') to a stone corner; South 64 degrees 30 minutes East three hundred forty six and five tenths feet (346.5') to a stone corner; South 34 degrees West nine hundred fifty seven feet (957') to a point in a public road leading to Brownsville; North 47 degrees 45 minutes West four hundred seventy one and nine tenths feet (471.9') to a stone corner; South 55 degrees West one thousand eighty four feet (1084') to a point; thence by land now or late of John Hollman, South 10 degrees East four hundred nine and two tenths feet (409.2') to a stone corner; thence by other land now or late of Charles V. R. Evans, North 88 degrees East seven hundred six and two tenths feet (706.2') to a walnut tree corner; thence by same North 84 degrees 30 minutes East five hundred eleven and five tenths feet (511.5') to a post corner; thence by the same South 18 degrees 45 minutes East five hundred sixty four and three tenths feet (564.3') to a point in a public road leading to Reading; thence along said road by land now or late of Houder, North 68 degrees East two thousand six hundred sixty eight feet (2668') to a point, the place of BEGINNING.

CONTAINING one hundred thirty four acres and eighty three perches (134 A. and 83 P.) more or less.

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JOHN H. HUCK, P.L.S.
P.O. BOX 2057
SINKING SPRING, PA 19608
(215)693-3220 (215)775-2202

Purpart No. 2
Thun Property
Lower Heidelberg Township
Berks County
Commonwealth of Pennsylvania

DESCRIPTION

All that certain tract of ground, situate in the Township of Lower Heidelberg, Berks County, Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

Beginning at a point, a corner, being a point in line of Purpart No. 1, thence extending along said Purpart No. 1 North 76 degrees, 46 minutes West, thirty three and eighty two one hundredths feet (33.82') to a point marked by a stone;

Thence, extending along other lands now or late of the said Charles V. R. Evans, North 4 degrees, 45 minutes East, four hundred ninety five and seventy five one hundredths feet (495.75') to a point marked by an iron pin;

Thence, still continuing along other lands now or late of the said Charles V. R. Evans, South 69 degrees East, thirty four and fifteen one hundredths feet (34.15') to a point, a corner, said corner being in line of Purpart No. 1, thence extending along said line of Purpart No. 1, South 4 degrees, 45 minutes West, four hundred ninety and nine tenths feet (490.9') to a point, the place of Beginning.

Containing fifty six (56) perches, more or less.

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PURPART NO. 3
BEGINNING at a stone corner of land now or late of Darius Rollman; thence by lands now or late of Mrs. Cyrus Ruth and Houder and Beidler, North 89 degrees 45 minutes East seven hundred seventy and fifty five one hundredths feet (770.55') to a stone; thence by said land now or late of Houder and Beidler, North 80 degrees 45 minutes East four hundred thirty three and ninety five one hundredths feet (433.95') to a limestone corner; thence by the same North 68 degrees 15 minutes East one hundred three and ninety five one hundredths feet (103.95') to a point; thence by other land consisting of Purpart No. 1 hereinabove described North 18 degrees 45 minutes West five hundred sixty four and three tenths feet (564.3') to a stake; South 84 degrees 30 minutes West five hundred eleven and five tenths feet (511.5') to a walnut tree corner; South 88 degrees West seven hundred six and two tenths feet (706.2') to a point a corner; thence by lands now or late of John and Darius Rollman, South 9 degrees 45 minutes East five hundred eighty six and fifty seven one hundredths feet (586.57') to the place of BEGINNING.

CONTAINING seventeen acres and twenty two square perches (17 acres and 22 sq. perches)

EXCEPTING AND RESERVING THEREOUT AND THEREFROM ALL THAT CERTAIN tract or piece of land lying on the Northern side of the macadam township road T-495 known as Faust Road, leading from Reigel Road to Green Valley Road, situate in the Township of Lower Heidelberg, County of Berks and Commonwealth of Pennsylvania, being more fully bounded and described according to a survey prepared by Lewis E. Hart, P.E., in October, 1977 and known as "Knollwood", as follows, to wit:

BEGINNING at an iron pipe on the Northern side of Faust Road, being a corner of the development known as Larholm, Section No. 1, recorded in Berks County records in Plan Book Vol. 31, page 20, and a corner of property now or late belonging to Arthur L. Wool and Judith M., his wife; thence leaving said Faust Road and extending along said property now or late belonging to Arthur L. Wool and Judith M., his wife, North six degrees eleven minutes West (N. 6° 11' W.) a distance of five hundred thirty-seven and three one-hundredths feet (537.03') to a concrete stone, being a corner of property now or late belonging to Claude A. Oldt and Anna M., his wife; thence along residue property now or late belonging to Louis R. Thun and Cynthia N., his wife, of which the herein described tract was a part, the three following courses and distances, viz: (1) North eighty-seven degrees thirty-seven minutes forty seconds East (N. 87° 37' 40" E.) a distance of one thousand four hundred ninety-six and no one-hundredths feet (1,496.00') to a concrete stone; (2) South sixty-six degrees twenty-four minutes ten seconds East (S. 66° 24' 10" E.) a distance of two hundred sixty and ten one-hundredths feet (260.10') to a concrete stone; and (3) South eighteen degrees seventeen minutes ten seconds East (S. 18° 17' 10" E.) a distance of three hundred two and fifty one-hundredths feet (302.50') to a railroad spike in aforesaid Faust Road, being in line of the aforementioned development known as Larholm, Section No. 1; thence extending in and near the middle of said Faust Road and along Larholm, Section No. 1, the four following courses and distances, viz: (1) South seventy-one degrees forty-two minutes fifty seconds West (S. 71° 42' 50" W.),

SEE CONTINUATION PAGE ATTACHED

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DESCRIPTION AND RECITAL (continued)
being lacing property now or late belonging to David L. Thun, et al., a distance of five hundred forty-two and no one-hundredths feet (542.00') to a spike near the middle of Faust Road; (2) South eighty degrees thirty-nine minutes twenty-five seconds West (S. 80° 39' 25" W.), continuing along said property now or late belonging to David L. Thun et al., a distance of four hundred eighty and fourteen one-hundredths feet (408.14') to a spike near the middle of Faust Road; (3) South eighty-eight degrees thirty-seven minutes twenty-five seconds West (S. 88° 37' 25" W.) partly along said property now or late belonging to David L. Thun, et al, a distance of two hundred seventy-two and twenty-three one-hundredths feet (272.23') to a spike near the middle of Faust Road; and (4) North eighty-six degrees eleven minutes thirty-five seconds West (N. 86° 11' 35" W.) a distance of five hundred eighty-one and sixty-two one-hundredths feet (581.62') to the place of BEGINNING.

CONTAINING in area 21.812 acres.

BEING PART OF THE SAME PREMISES WHICH Louis R. Thun and Cynthia N. Thun, husband and wife by Deed dated December 30, 1992 and recorded in Berks County in Record Book 2376 page 255 conveyed unto David L. Thun, Cynthia C. Willauer, Noel E. Karasin, Micheel J. Thun and Alexena T. Frazee, in fee.

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Exception

G. L. KOHL & ASSOCIATES
LAND SURVEYORS & LAND PLANNERS

118 South 4th Street
Hamburg, PA 19526

Telephone
(215) 562-0770

DESCRIPTION OF PORTION OF WESTERLY FARMS (PROPERTY BELONGING TO DAVID L. THUN, CYNTHIA C. WILLAUER, NOEL E. KARASIN, MICHAEL J. THUN AND ALEXENA T. FRAZEE, TENANTS IN COMMON) TO BE EXEMPTED FROM AGRICULTURAL EASEMENT

ALL THAT CERTAIN tract of land, with the improvements thereon erected, situate on the Western side of Township Road T-515 (known as Evans Hill Road) in the Township of Lower Heidelberg, County of Berks, Commonwealth of Pennsylvania, as shown on a deed plot of Premises A, Purpart No. 1 of property belonging to David L. Thun, Cynthia C. Willauer, Noel E. Karasin, Michael J. Thun and Alexena T. Frazee, tenants in common, (as described in a deed recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Volume 2376, page 255) prepared by G. L. Kohl & Associates of Hamburg, Pennsylvania, Drawing #93-046-262-E, dated 10-24-1993, being more fully bounded and described as follows, to wit:

BEGINNING AT A POINT, a corner, in Macadam Township Road T-515 (known as Evans Hill Road);

thence leaving said Township Road T-515, North 65 degrees 45 minutes 09 minutes West a distance of 1072.24 feet to a point, a corner;

thence South 29 degrees 45 minutes 52 seconds West a distance of 687.47 feet to a point, a corner;

thence North 71 degrees 01 minutes 58 seconds West a distance of 273.19 feet to a point of curvature, a corner;

thence along a curve deflecting to the right having a radius of 74.00 feet, a central angle of 86 degrees 36 minutes 38 seconds and an arc distance of 111.86 feet to a point of tangency, a corner;

thence North 15 degrees 34 minutes 40 seconds East a distance of 88.16 feet to a point of curvature, a corner;

thence along a curve deflecting to the left having a radius of 30.00 feet, a central angle of 67 degrees 22 minutes 50 seconds and an arc distance of 35.28 feet to a point of tangency, a corner;

thence North 51 degrees 48 minutes 10 seconds West a distance of 42.65 feet to a point, a corner;

thence North 10 degrees 31 minutes 44 seconds East a distance of 165.77 feet to a point, a corner;

thence North 34 degrees 20 minutes 17 seconds East a distance of 215.09 feet to a point, a corner;

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thence North 65 degrees 45 minutes 09 seconds West a distance of 353.41 feet to a point, a corner;

thence North 34 degrees 20 minutes 17 seconds East a distance of 190.00 feet to a point, a corner, in line of property belonging to the Louis Thun Children Real Estate Trust, (described as Purpart 2 of the Louis Thun Children Real Estate Trust in a deed recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Volume 1957, page 2155);

thence along the same, South 65 degrees 45 minutes 09 seconds East a distance of 1889.99 feet to a point, a corner, in the aforementioned Township Road T-515, said point being in line of property belonging to David L. Thun, Cynthia C. Willauer, Noel E. Karasin, Michael J. Thun and Alexena T. Frazee, tenants in common (as described in a deed recorded in the Office of the Recorder of Deeds of Berks County in Record Volume 2180, page 107);

thence along the same and in and along said Township Road T-515, South 25 degrees 35 minutes 31 seconds West a distance of 35.01 feet TO THE PLACE OF BEGINNING.

CONTAINING in area 10.00 acres (Gross Area).

BEING PART OF THE SAME PREMISES which Louis R. Thun and Cynthia N. Thun, his wife, by Deed dated December 30, 1992 and recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania, in Record Volume 2376, page 255, granted and conveyed unto David L. Thun, Cynthia C. Willauer, Noel E. Karasin, Michael J. Thun and Alexena T. Frazee, tenants in common..

revised 11-4-1993

POOR ORIGINAL

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF BERKS:

On the 28th day of March Anno Domini 1994, before me, the subscriber, a notary public, personally appeared David L. Thun, Cynthia C. Willauer, Noel E. Karasin, Michael J. Thun, Alexandra Thun known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and notarial seal the day and year aforesaid.

Rhonda Lewis Davidson
Notary Public

My Commission Expires:

Notarial Seal
Rhonda Lewis Davidson, Notary Public
Reading, Berks County
My Commission Expires Aug. 12, 1996
Member, Pennsylvania Association of Notaries

POOR ORIGINAL

RECORDED IN BERKS CO., PA

Recorder of Deeds

2528

21398

992

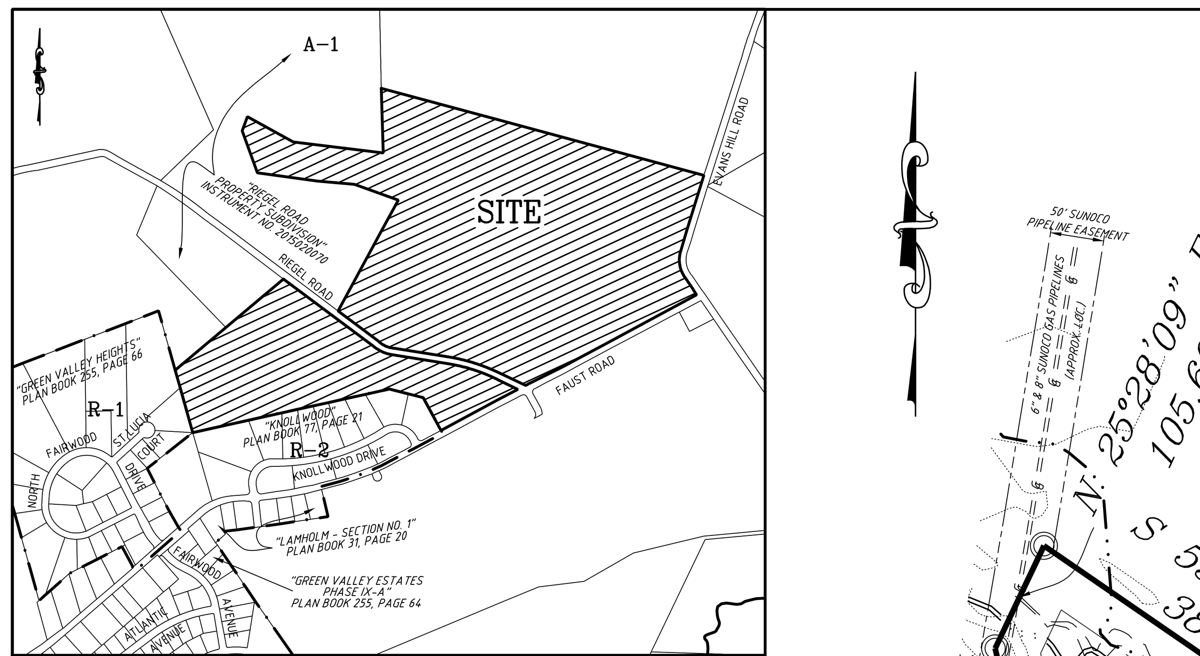
DEED # 21398
04-11-94 13:31MARCIA 06121549
WRIT $0.50
ST $0.50
CHK $0.50
CC $0.00

THANK YOU
RECORDER OF DEEDS
LINDA H. FREY
READING, PA/BERKS CO
CHK $0.50
04-11-94 13:31MARCIA 06121549

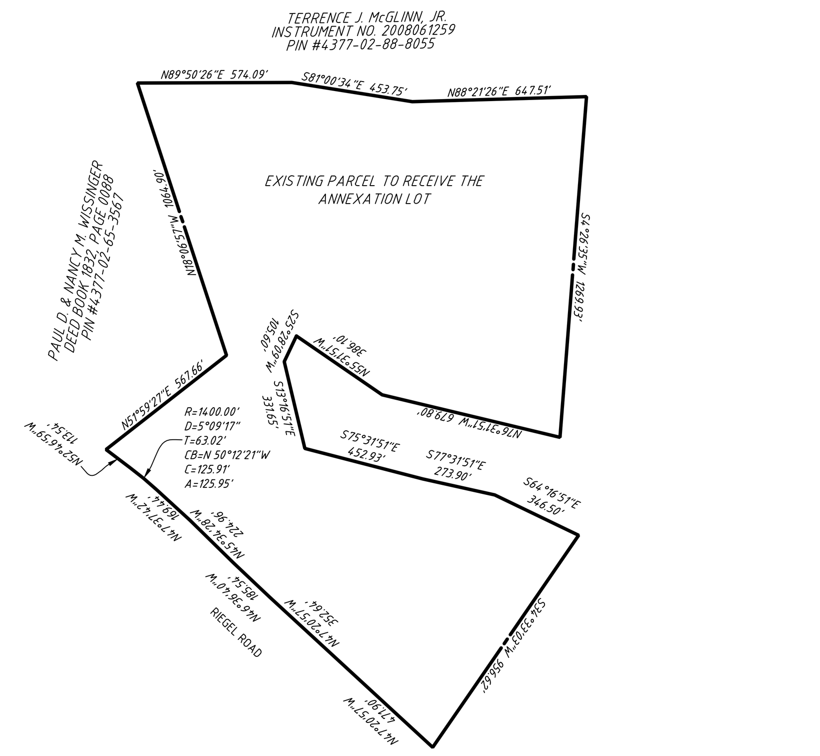
50

VOL 2528 P1005

EXHIBIT “B”



LOCATION MAP
SCALE:1"=800'



DEED PLOT (INSTRUMENT NO. 2015021417)
SCALE:1"=400'

EQUITABLE OWNER OF ANNEXATION LOT: FORREST & BARBARA STRICKER
151 HAIN MILL ROAD
WERNERSVILLE PA 19565

INSTRUMENT NO.: 2015021417

SOURCE OF TITLE: BEING THE SAME PREMISES WHICH CARTER P. AND SARAH C. REESE, BY DEED DATED JUNE 17, 2015 AND RECORDED IN THE OFFICE FOR THE RECORDER OF DEEDS, IN INSTRUMENT NO. 2015021417, BERKS COUNTY RECORDS, GRANTED AND CONVEYED UNTO FORREST AND BARBARA STRICKER. BEING RESIDUE AS SHOWN ON THE RIEGEL ROAD PROPERTY SUBDIVISION PLAN, RECORDED IN INSTRUMENT NO. 2015020070, BERKS COUNTY RECORDS.

TAX MAP: 4377-02-75-9786

TOTAL TRACT AREA BEFORE ANNEXATION: 61.386 ACRES (GROSS)
60.257 ACRES (NET)

TOTAL TRACT AREA AFTER ANNEXATION: 131.802 ACRES (GROSS)
128.561 ACRES (NET)

LIST OF WAIVERS

THE FOLLOWING WAIVERS OF THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE CHAPTER 26 HAVE BEEN APPROVED BY THE LOWER HEIDELBERG TOWNSHIP BOARD OF SUPERVISORS AT THEIR MEETING ON SEPTEMBER 21, 2015:

SECTION 308 – PRELIMINARY PLAN SUBMISSION
SECTION 409(u) – COMPLETE DELINEATION OF PROTECTED AREAS
SECTION 652 – PROVIDE CURBING ALONG BOTH SIDES OF THE STREETS
SECTION 653 – PROVIDE SIDEWALK ALONG BOTH SIDES OF THE STREETS

AS OF THE DATE OF THIS PLOT PLAN RECORDING, THE PROPERTY/SUBDIVISION DESCRIBED HEREIN IS AND SHALL BE DEDICATED FOR THE EXPRESS PURPOSE OF AGRICULTURAL USE. NO PORTION OF THIS PROPERTY/SUBDIVISION ARE APPROVED BY LOWER HEIDELBERG TOWNSHIP OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR THE INSTALLATION OF ANY SEWAGE DISPOSAL FACILITY. NO PERMIT WILL BE ISSUED FOR THE INSTALLATION, CONSTRUCTION, CONNECTION TO OR USE OF ANY SEWAGE COLLECTION, CONVEYANCE, TREATMENT OR DISPOSAL SYSTEM (EXCEPT FOR REPAIRS TO EXISTING SYSTEMS) UNLESS THE MUNICIPALITY AND DEP HAVE BOTH APPROVED SEWAGE FACILITIES PLANNING FOR THE PROPERTY/SUBDIVISION DESCRIBED HEREIN IN ACCORDANCE WITH THE PENNSYLVANIA SEWAGE FACILITIES ACT (35 P.S. SECTIONS 750.1 et seq.) AND REGULATIONS PROMULGATED THEREUNDER. PRIOR TO SIGNING, EXECUTING, IMPLEMENTING OR RECORDING ANY SALES CONTRACT OR SUBDIVISION PLAN, ANY PURCHASER OR SUBDIVIDER OF ANY PORTION OF THIS PROPERTY SHOULD CONTACT APPROPRIATE OFFICIALS OF LOWER HEIDELBERG TOWNSHIP, WHO ARE CHARGED WITH ADMINISTERING THE SEWAGE FACILITIES ACT TO DETERMINE THE FORM OF SEWAGE FACILITIES PLANNING REQUIRED AND THE PROCEDURE AND REQUIREMENTS FOR OBTAINING APPROPRIATE PERMITS OR APPROVALS.

SOILS INFORMATION
(TAKEN FROM BERKS COUNTY SOILS SURVEY)

BkC – BERKS-WEIKERT COMPLEX, 8 TO 15 PERCENT SLOPES.
BkD – BERKS-WEIKERT COMPLEX, 15 TO 25 PERCENT SLOPES.
CaC – CALVIN-KLINESVILLE CHANNERY SILT LOAMS, 8 TO 15 PERCENT SLOPES.
CmB – CLARKSBURG SILT LOAM, 3 TO 8 PERCENT SLOPES.
CpB – COMLY SILT LOAM, 3 TO 8 PERCENT SLOPES.
DbB – DUFFIELD SILT LOAM, 3 TO 8 PERCENT SLOPES.
DfC – DUFFIELD-RYDER SILT LOAMS, 8 TO 15 PERCENT SLOPES.
HaB – HAGERSTOWN-DUFFIELD SILT LOAMS, 3 TO 8 PERCENT SLOPES.

LEGEND

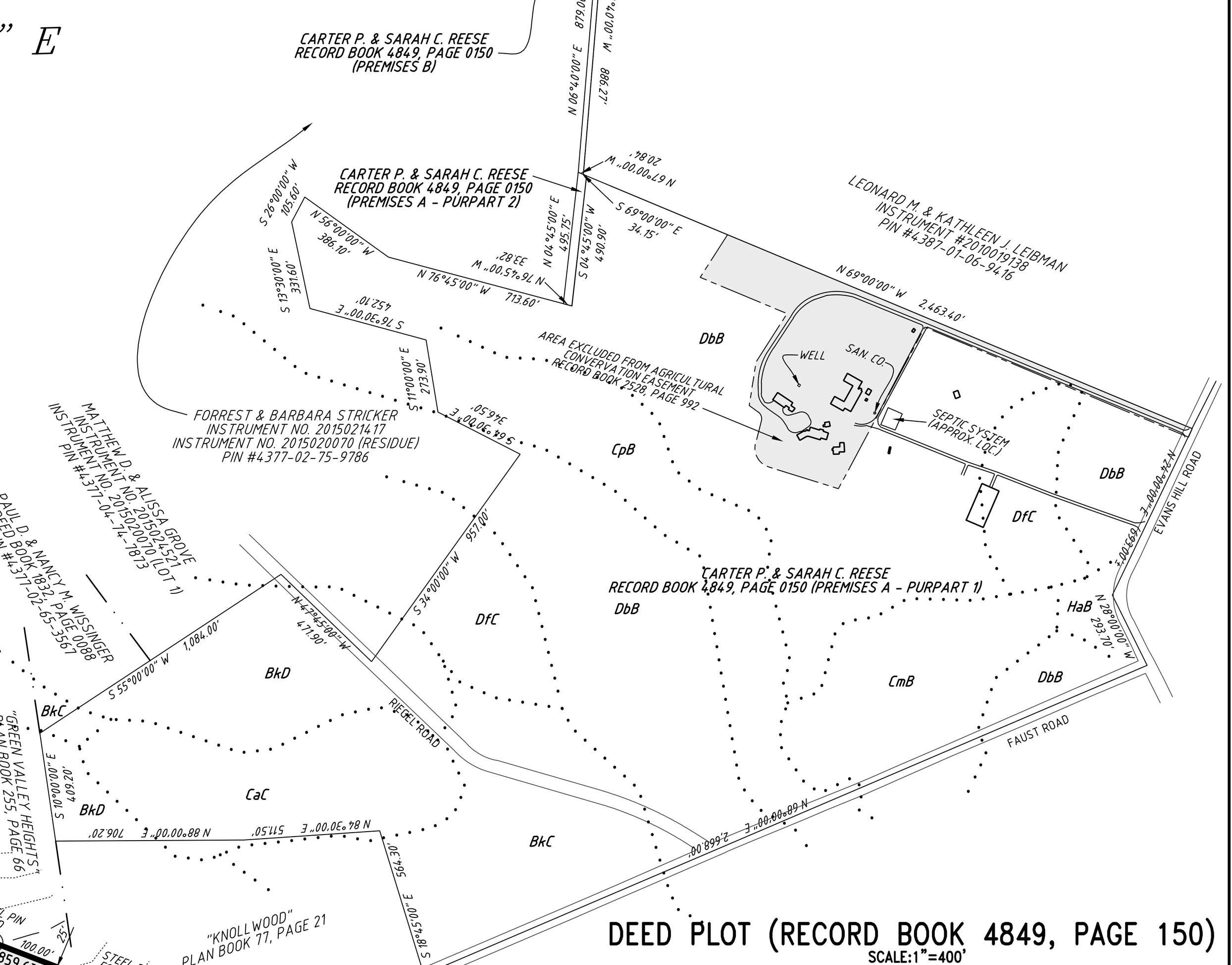
EXISTING GAS LINE AND GAS VALVE
EXISTING SIGN
EXISTING MONUMENT
EXISTING PROPERTY CORNER

ZONING DATA

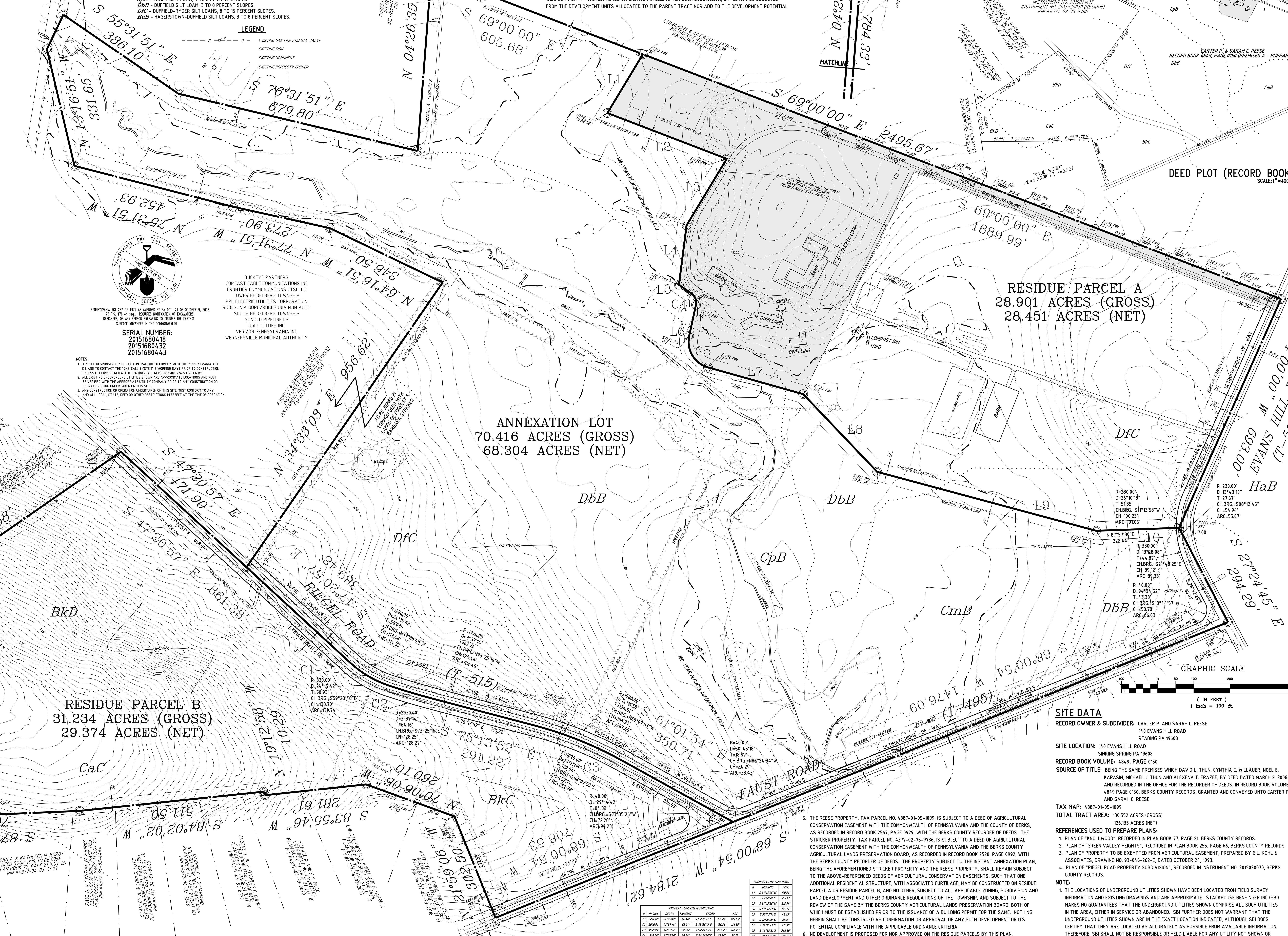
ZONING: A-1 (AGRICULTURAL PRESERVATION)
ZONING REQUIREMENTS:

REQUIRED	NON RESIDENTIAL USES	SINGLE FAMILY DETACHED DWELLING
MINIMUM LOT AREA:	40 ACRES×	1 ACRE
MAXIMUM LOT AREA:	NONE	2 ACRES
MINIMUM LOT WIDTH AT STREET LINE:	150 FEET	100 FEET
MINIMUM LOT WIDTH AT SETBACK LINE:	150 FEET	150 FEET
MINIMUM FRONT YARD:	40 FEET	30 FEET
MINIMUM SIDE YARD :	25 FEET ONE SIDE 50 FEET BOTH SIDES	20 FEET ONE SIDE 40 FEET BOTH SIDES
MINIMUM REAR YARD:	40 FEET	30 FEET
MAXIMUM LAND COVERAGE BY TOTAL IMPERVIOUS COVER:	5 PERCENT	25 PERCENT
MAXIMUM LAND COVERAGE BY PAVING:	5 PERCENT	10 PERCENT
MAXIMUM BUILDING HEIGHT: (EXCEPT BARNS, SILOS, AND GRAIN ELEVATORS)	35 FEET	35 FEET

× PER THE TOWNSHIP ZONING ORDINANCE: A SUBDIVISION, CREATING ANNEXATION PARCELS, THE SOLE PURPOSE OF WHICH IS TO TRANSFER LAND TO INCREASE THE SIZE OF A LOT BEING USED FOR AGRICULTURAL PURPOSES, WHERE BOTH THE PARENT TRACT FROM WHICH THE LAND IS TAKEN AND THE LOT TO WHICH THE LAND IS ADDED WILL BE TWENTY-FIVE (25) ACRES OR GREATER IN SIZE AFTER SUCH SUBDIVISION, SHALL NOT BE DEDUCTED FROM THE DEVELOPMENT UNITS ALLOCATED TO THE PARENT TRACT NOR ADD TO THE DEVELOPMENT POTENTIAL



DEED PLOT (RECORD BOOK 4849, PAGE 150)
SCALE:1"=400'



PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776 OR 811 STOP-CALL BEFORE YOU DIG!

PENNSYLVANIA ACT 287 OF 1974 AS AMENDED BY PA ACT 121 OF OCTOBER 9, 2008 73 P.S. 176 et. seq., REQUIRES NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN THE COMMONWEALTH

SERIAL NUMBER:
20151680418
20151680432
20151680443

BUCKEYE PARTNERS
COMCAST CABLE COMMUNICATIONS INC
FRONTIER COMMUNICATIONS CTSI LLC
LOWER HEIDELBERG TOWNSHIP
PPL ELECTRIC UTILITIES CORPORATION
ROBESONIA BORO/ROBESONIA MUN AUTH
SOUTH HEIDELBERG TOWNSHIP
SUNOCO PIPELINE LP
UGI UTILITIES INC
VERIZON PENNSYLVANIA INC
WERNERSVILLE MUNICIPAL AUTHORITY

NOTES:
1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH THE PENNSYLVANIA ACT 121, AND TO CONTACT THE "ONE-CALL SYSTEM" 3 WORKING DAYS PRIOR TO CONSTRUCTION (UNLESS OTHERWISE INDICATED). PA ONE-CALL NUMBER: 1-800-242-1776 OR 811
2. ALL EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS AND MUST BE VERIFIED WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO ANY CONSTRUCTION OR OPERATION BEING UNDERTAKEN ON THIS SITE.
3. ANY CONSTRUCTION OR OPERATION UNDERTAKEN ON THIS SITE MUST CONFORM TO ANY AND ALL LOCAL, STATE, DEED OR OTHER RESTRICTIONS IN EFFECT AT THE TIME OF OPERATION.

PROPERTY LINE CURVE FUNCTIONS						
#	RADIUS	DELTA	TANGENT	CHORD		ARC
C1	300.00'	24°15'42"	64.48'	S 59°28'48"E	126.09'	127.03'
C2	2000.00'	03°37'14"	63.21'	S 73°25'16"E	126.36'	126.38'
C3	1050.00'	14°11'58"	130.78'	S 68°07'53"E	259.55'	260.22'
C4	300.00'	67°22'50"	20.00'	S 21°21'36"E	33.28'	35.28'
C5	74.00'	86°36'38"	69.75'	S 30°58'30"E	101.51'	111.86'

PROPERTY LINE FUNCTIONS		
#	BEARING	DIST.
L1	S 31°05'26"W	190.00'
L2	S 69°00'00"E	353.41'
L3	S 31°05'26"W	215.09'
L4	S 07°16'53"W	165.77'
L5	S 55°03'01"E	42.65'
L6	S 12°19'49"W	88.16'
L7	S 74°16'49"E	273.19'
L8	S 43°36'31"E	296.80'
L9	S 74°55'23"E	626.95'
L10	N 87°57'30"E	229.44'

5. THE REESE PROPERTY, TAX PARCEL NO. 4387-01-05-1099, IS SUBJECT TO A DEED OF AGRICULTURAL CONSERVATION EASEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA AND THE COUNTY OF BERKS, AS RECORDED IN RECORD BOOK 2567, PAGE 0929, WITH THE BERKS COUNTY RECORDER OF DEEDS. THE STRICKER PROPERTY, TAX PARCEL NO. 4377-02-75-9786, IS SUBJECT TO A DEED OF AGRICULTURAL CONSERVATION EASEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA AND THE BERKS COUNTY AGRICULTURAL LANDS PRESERVATION BOARD, AS RECORDED IN RECORD BOOK 2528, PAGE 0992, WITH THE BERKS COUNTY RECORDER OF DEEDS. THE PROPERTY SUBJECT TO THE INSTANT ANNEXATION PLAN, BEING THE AFOREMENTIONED STRICKER PROPERTY AND THE REESE PROPERTY, SHALL REMAIN SUBJECT TO THE ABOVE-REFERENCED DEEDS OF AGRICULTURAL CONSERVATION EASEMENTS, SUCH THAT ONE ADDITIONAL RESIDENTIAL STRUCTURE, WITH ASSOCIATED CURTILAGE, MAY BE CONSTRUCTED ON RESIDUE PARCEL A OR RESIDUE PARCEL B, AND NO OTHER, SUBJECT TO ALL APPLICABLE ZONING, SUBDIVISION AND LAND DEVELOPMENT AND OTHER ORDINANCE REGULATIONS OF THE TOWNSHIP, AND SUBJECT TO THE REVIEW OF THE SAME BY THE BERKS COUNTY AGRICULTURAL LANDS PRESERVATION BOARD, BOTH OF WHICH MUST BE ESTABLISHED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE SAME. NOTHING HEREIN SHALL BE CONSTRUED AS CONFIRMATION OR APPROVAL OF ANY SUCH DEVELOPMENT OR ITS POTENTIAL COMPLIANCE WITH THE APPLICABLE ORDINANCE CRITERIA.
6. NO DEVELOPMENT IS PROPOSED FOR NOR APPROVED ON THE RESIDUE PARCELS BY THIS PLAN.
7. ANY FUTURE IMPROVEMENTS WILL BE SUBJECT TO THE LOWER HEIDELBERG TOWNSHIP STORMWATER MANAGEMENT ORDINANCE, AS REVISED.

SITE DATA

RECORD OWNER & SUBDIVIDER: CARTER P. AND SARAH C. REESE
140 EVANS HILL ROAD
READING PA 19608

SITE LOCATION: 140 EVANS HILL ROAD
SINKING SPRING PA 19608

RECORD BOOK VOLUME: 4849, **PAGE** 0150

SOURCE OF TITLE: BEING THE SAME PREMISES WHICH DAVID L. THUN, CYNTHIA C. WILLAUER, NOEL E. KARASIN, MICHAEL J. THUN AND ALEXENA T. FRAZEE, BY DEED DATED MARCH 2, 2006 AND RECORDED IN THE OFFICE FOR THE RECORDER OF DEEDS, IN RECORD BOOK VOLUME 4849 PAGE 0150, BERKS COUNTY RECORDS, GRANTED AND CONVEYED UNTO CARTER P. AND SARAH C. REESE.

TAX MAP: 4387-01-05-1099

TOTAL TRACT AREA: 130.552 ACRES (GROSS)
126.133 ACRES (NET)

REFERENCES USED TO PREPARE PLANS:
1. PLAN OF "KNOLLWOOD", RECORDED IN PLAN BOOK 77, PAGE 21, BERKS COUNTY RECORDS.
2. PLAN OF "GREEN VALLEY HEIGHTS", RECORDED IN PLAN BOOK 255, PAGE 66, BERKS COUNTY RECORDS.
3. PLAN OF PROPERTY TO BE EXEMPTED FROM AGRICULTURAL EASEMENT, PREPARED BY G.L. KOHL & ASSOCIATES, DRAWING NO. 93-046-262-E, DATED OCTOBER 24, 1993.
4. PLAN OF "RIEGEL ROAD PROPERTY SUBDIVISION", RECORDED IN INSTRUMENT NO. 2015020070, BERKS COUNTY RECORDS.

NOTE:
1. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS AND ARE APPROXIMATE. STACKHOUSE BENSINGER INC (SBI) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. SBI FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH SBI DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION. THEREFORE, SBI SHALL NOT BE RESPONSIBLE OR HELD LIABLE FOR ANY UTILITY NOT SHOWN OR SHOWN INCORRECTLY ON THE DRAWINGS. SBI HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND LINES.
2. THE 100-YEAR FLOODPLAIN BOUNDARY IS BASED ON A SCALED OVERLAY OF THE EFFECTIVE FLOOD INSURANCE RATE MAP, PANELS 42011C481 E AND 42011C482 E, DATED JULY 3, 2012.
3. ALL AREAS OF THE PROPERTY SHOWN HEREON SHALL CONFORM TO THE RESTRICTIONS SET FORTH IN RECORD BOOK 2528, PAGE 992.
4. ALL LANDS WITHIN THE AGRICULTURAL PRESERVATION DISTRICT ARE LOCATED IN AN AREA WHERE LAND IS USED FOR COMMERCIAL AGRICULTURAL PRODUCTION. OWNERS, RESIDENTS AND OTHER USERS OF THIS PROPERTY OR NEIGHBORING PROPERTY OWNERS MAY BE SUBJECTED TO OCCASIONAL INCONVENIENCE, DISCOMFORT AND THE POSSIBILITY OF INJURY TO PROPERTY AND HEALTH ARISING FROM NORMAL AND ACCEPTED LOCAL AGRICULTURAL PRACTICES AND OPERATIONS, INCLUDING BUT NOT LIMITED TO NOISE, ODORS, DUST, THE OPERATION OF MACHINERY OF ANY KIND, INCLUDING AIRCRAFT, THE STORAGE AND DISPOSAL OF MANURE, THE APPLICATION OF FERTILIZER, SOILS AMENDMENTS, HERBICIDES AND PESTICIDES. OWNERS, OCCUPANTS AND USERS OF THIS PROPERTY SHOULD BE PREPARED TO ACCEPT SUCH CONDITIONS AND INCONVENIENCES, DISCOMFORT AND POSSIBILITY OF INJURY FROM NORMAN AGRICULTURAL OPERATIONS, AND ARE HEREBY PUT ON OFFICIAL NOTICE THAT THE STATE RIGHT-TO-FARM LAW (ACT 133 OF 1982) MAY BAR THEM FROM OBTAINING A LEGAL JUDGMENT AGAINST SUCH NORMAL AGRICULTURAL OPERATIONS.

INTENT: CREATE ONE ANNEXATION LOT AND RESIDUE (SHOWN HEREON AS RESIDUE PARCEL A AND RESIDUE PARCEL B). THE ANNEXATION LOT IS TO BE JOINED IN COMMON DEED WITH LANDS OF FORREST AND BARBARA STRICKER AND IS NOT TO BE CONSIDERED A SEPARATE BUILDING LOT.

LOWER HEIDELBERG TOWNSHIP PLANNING COMMISSION

AT A MEETING HELD ON ____________________, 20_____, THE PLANNING COMMISSION OF THE TOWNSHIP OF LOWER HEIDELBERG BY MOTION, DULY ENACTED, RECOMMENDED FOR APPROVAL THE SUBDIVISION PLAN OF THE PROPERTY OF "CARTER P. AND SARAH C. REESE," AS SHOWN HEREON.

______________________ ______________________
______________________ ______________________
______________________ ______________________

LOWER HEIDELBERG TOWNSHIP BOARD OF SUPERVISORS

AT A MEETING HELD ON ____________________, 20_____, THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF LOWER HEIDELBERG, BY RESOLUTION, DULY ENACTED, APPROVED THE SUBDIVISION PLAN OF THE PROPERTY OF "CARTER P. AND SARAH C. REESE," AS SHOWN HEREON.

______________________ ______________________
______________________ ______________________
______________________ ______________________

BERKS COUNTY PLANNING COMMISSION

RECORDER OF DEEDS

CERTIFICATE OF OWNERSHIP (RECORD OWNER)

CERTIFICATE OF OWNERSHIP
COUNTY OF BERKS
COMMONWEALTH OF PENNSYLVANIA

ON THIS, THE _______ DAY OF ____________________, 20_____, BEFORE ME, THE UNDERSIGNED OFFICERS, PERSONALLY APPEARED CARTER P. AND SARAH C. REESE, WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS THAT THEY ARE THE RECORD OWNERS OF THE PROPERTY SHOWN ON THIS PLAN, THAT THE SUBDIVISION PLAN THEREOF WAS MADE AT THEIR DIRECTION, AND THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND PLAN, AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW, AND THAT ALL STREETS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC USE.

CARTER P. REESE
SARAH C. REESE
NOTARY
SEAL

CERTIFICATE OF OWNERSHIP (EQUITABLE OWNER)

CERTIFICATE OF OWNERSHIP
COUNTY OF BERKS
COMMONWEALTH OF PENNSYLVANIA

ON THIS, THE _______ DAY OF ____________________, 20_____, BEFORE ME, THE UNDERSIGNED OFFICERS, PERSONALLY APPEARED FORREST AND BARBARA STRICKER, WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS THAT THEY ARE THE EQUITABLE OWNERS OF THE ANNEXATION LOT SHOWN ON THIS PLAN, THAT THE SUBDIVISION PLAN THEREOF WAS MADE AT THEIR DIRECTION, AND THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND PLAN, AND DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW, AND THAT ALL STREETS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC USE.

FORREST STRICKER
BARBARA STRICKER
NOTARY
SEAL

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE OF THE TOWNSHIP OF LOWER HEIDELBERG AND THAT THE PERIMETER MONUMENTS HAVE BEEN ACCURATELY PLACED AS REQUIRED BY SECTION 4.337 THEREOF.

STEPHEN H. BENSINGER (SU-31389-E)
DATE
SEAL

NO.	DATE	REVISION
4	9/24/15	REVISED WAIVER NOTE
3	9/14/15	REVISED NOTE #5
2	9/10/15	REVISED NOTE #5
1	9/8/15	REVISED PER TOWNSHIP REVIEW DATED 8/25/15

STACKHOUSE BENSINGER INC.
LANDSCAPE ARCHITECTURE – CIVIL ENGINEERING – LAND PLANNING
MUNICIPAL CONSULTING – TRAFFIC ENGINEERING – SURVEYING

330 REVERE BOULEVARD, SINKING SPRING, PA 19608
VOICE: (610) 777-8000 FAX: (610) 796-2983
EMAIL: ssainc@stseinc.com

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CARTER P. AND SARAH C. REESE
140 EVANS HILL ROAD READING PA 19608

WESTERLY TRACT
LOWER HEIDELBERG TOWNSHIP BERKS COUNTY PENNSYLVANIA

–

FINAL PLAN

P.I.N. No.: 4387-01-05-1099	
Field Book: –	Software: AUTOCAD
Calc. By:	Chk'd. By:
Drawn By: DLG	
Date: 7/23/15	Scale: 1"=100'
Sheet No.: 1 OF 1	
Filename: 2010-112SB.DWG	
Plan No.: 2010-112-F-1.1	

EXHIBIT "C"

BEFORE THE
BOARD OF SUPERVISORS OF LOWER HEIDELBERG TOWNSHIP

IN THE MATTER OF THE
PRELIMINARY/FINAL SUBDIVISION APPLICATION OF:
Carter P. and Sarah C. Reese
140 Evans Hill Road
Reading, Pennsylvania 19608

RE: Westerly Tract – Preliminary/Final Subdivision Plan

FOR PREMISES KNOWN AS:
PIN #: 4387-01-05-1099 ("Subject Property")

AND NOW, this 21st day of September, 2015, the Board of Supervisors of Lower Heidelberg Township ("Board") makes Findings of Facts, enters Discussion, reaches Conclusions of Law, and renders a Decision to APPROVE the Reese Preliminary/Final Subdivision Application and Plans dated July 23, 2015, with a last revised date of September 10, 2015. All of the foregoing relief is subject to the conditions set forth more fully below.[1]

FINDINGS OF FACT AND DISCUSSION

The Applicants are Carter and Sarah Reese, who are the owners of a 131 +/- acre parcel in the Township's A-1 (Agricultural Preservation) Zoning District. The Subject Property is located on either side of Riegle Road, at its intersection with Faust Road. It is currently used as agricultural land, and the instant Plans do not affect such usage.

Applicants propose to subdivide the Subject Property, such that 70 +/- acres of it can be conveyed to the neighboring property owners, Forrest and Barbara Stricker (who farm the neighboring parcel). Two (2) residue parcels will be created as a result of this subdivision, designated on the Plans as Residue Parcel A (28 acres +/-) and Residue Parcel B (31 acres +/-).

[1] It merits mention that the Reeses obtained preliminary/final subdivision approval for another, neighboring agricultural parcel within the Township on March 16, 2015. Such parcel is a separate property than the property subject to the instant decision. The property subject to the March 16, 2015 approval is the annexation lot under the current Plans, which will be receiving approximately 70.416 acres in area from the Subject Property.

Applicants have no immediate plans for development on either of the Residue Parcels, but, pursuant to Conservation Easements existing on the property, only one (1) single family dwelling unit (in the aggregate) is allowed between those two residue parcels. It is also noteworthy that the Subject Property and the annexed property are the subject of conservation easements with the Berks County Agricultural Land Preservation Board. As reflected on Note 5 on the Plans, those conservation easement restrictions will remain with the applicable portions of the Subject Property and the receiving parcel.

The Applicant has requested the following waiver requests, for which the Planning Commission recommended approval: SALDO Section 308 (preliminary plan submission); Section 409(u) (delineation of protected areas); Section 652 (curbs); and Section 653 (sidewalks). Each of these has been reflected on the Plans. Further, the Plans were presented and discussed before the Township Planning Commission meeting on September 14, 2015, resulting in a recommendation from the Planning Commission for conditional approval of the Plans and the associated waivers.

It merits emphasis that the Township's approval of the Plans is an approval for subdivision only. No land development has been proposed of the Subject Property. To the extent that Applicants seek to develop the Subject Property, separate approvals are required from the Township (as well as from the Conservation Easement holder, to the extent necessary).

The Township Engineers last reviewed the Plans and provided comments by way of an August 25, 2015 review letter. This review letter is incorporated herein by reference, and compliance with the outstanding comments in it is a condition of approval of this Decision. After the issuance of the review letter, the Applicants revised the Plans in satisfaction of certain of the outstanding items, which were discussed before the Planning Commission at its meeting of

September 14, 2015. The Board concludes that the recommendations of the Planning Commission and Township Engineers are appropriate, and that Applicants are entitled to such conditional approval of their Plans and requested waivers.

CONCLUSIONS OF LAW

1. The Board has exclusive jurisdiction to hear and decide Applicants' Preliminary/Final subdivision application pursuant to the Pennsylvania Municipalities Planning Code and Lower Heidelberg Township Subdivision and Land Development Ordinance.

2. Subject to compliance with the below-imposed conditions, Applicants' Preliminary/Final Plans comport with the applicable provisions of the Southwestern Berks County Zoning Ordinance, and the Lower Heidelberg Township Subdivision and Land Development Ordinance with respect to the instant subdivision application.

3. The imposition of the below-listed conditions is reasonable, appropriate and necessary to effectuate and implement the purpose of the Southwestern Berks County Zoning Ordinance and Lower Heidelberg Township Subdivision and Land Development Ordinance, as well as the representations of the Applicants during the Subdivision Plan review process and the above-referenced zoning proceedings.

DECISION

AND NOW, this 21st day of September, 2015, in consideration of the application of Applicants Carter and Sarah Reese, the Preliminary/Final Subdivision Plan application, the associated Plans (dated July 23, 2015, with a last revised date of September 10, 2015) and the waiver requests from SALDO Section 308 (preliminary plan submission); Section 409(u) (delineation of protected areas); Section 652 (curbs); Section 653 (sidewalks), are conditionally

APPROVED, subject to Applicants' compliance with the notes and conditions contained on the Plans, as well as the following conditions:

1. Except as set forth below, all of the conditions herein must be satisfied prior to release of the Plans for recording. All conditions referenced in the Findings of Fact and Discussion above are incorporated into this Decision as conditions of approval.

2. The Subject Property shall comply with all relevant terms and provisions of the Southwestern Berks County Zoning Ordinance, the Lower Heidelberg Township Subdivision and Land Development Ordinance, and all other applicable regulations.

3. Applicants shall comply with all outstanding comments set forth in the review letter issued by the Township Engineers dated August 25, 2015.

4. Prior to release of the Plans for recording, Applicants shall obtain all outside agency approvals for the proposed subdivision, as applicable.

5. Applicants shall provide the Berks County Agricultural Land Preservation Board with a copy of the approved Preliminary/Final Plans.

6. Pursuant to the Municipalities Planning Code, 53 P.S. § 10510(g), Applicants shall, within forty-five (45) days of receipt of the instant Decision, reimburse the Township for all outstanding engineering, administrative, legal and other review fees associated with Applicants' subdivision of the Subject Property, and shall, within thirty (30) days of receipt of any subsequent invoices from the Township or its professional consultants, remit payment to the Township for all reasonable engineering, administrative, legal and other review fees associated with Applicants' subdivision of the Subject Property. Should Applicants wish to dispute any of the above-referenced fees, they must notify the Township and the Township's professional consultant no later than 100 days after the transmittal of any bill for services, and shall identify

with specificity the basis for the objection to any charge for fees, cost, expense, etc. The failure of Applicants to contest such fees within 100 days constitutes a waiver of the right to contest any such fees charged. Should Applicants contest any fee, they shall nonetheless remit payment of the disputed fees, without prejudice to its position in disputing the same. The procedure set forth in the Municipalities Planning Code, 53 P.S. § 10510(g)(2) through (5), shall then be utilized to resolve all timely disputed fees. Any balance not paid by the payment date set forth above shall bear interest at the rate of 10% per annum.

7. This decision shall be accepted in writing by the Applicants within thirty (30) days of receipt thereof.

8. To the extent that any of the above conditions are determined to be invalid, the invalid condition(s) are severable and the invalidity shall not affect the validity of the remaining conditions imposed.

Lower Heidelberg Township
Board of Supervisors

_____
Deborah Scull, Chairperson

_____
Neal Nevitt, Vice-Chairperson

_____
Cheryl Johnson, Member

By counter-signature below, Applicants agree to and accept each of the conditions to the grant of its application for preliminary/final subdivision set forth above.

Date: _____ By: _____
Authorized Agent for Applicants

EXHIBIT “D”

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): Forrest Stricker, Barabara Stricker	SELLER(S): Carter Reese, Sarah Reese
BUYER'S MAILING ADDRESS:	**SELLER'S MAILING ADDRESS:**

PROPERTY

PROPERTY ADDRESS 140 Evans Hill Road, Sinking Spring PA ZIP 19608,
in the municipality of L Heidelberg Twp, County of Berks,
in the School District of Wilson, in the Commonwealth of Pennsylvania.
Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date): 76 acre residue from Tax ID# 49-4387-01-05-1099

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) RE/MAX of Reading	Licensee(s) (Name) Eric J. Miller
Company Address 1290 Broadcasting Rd., Wyomissing, PA 19610	Direct Phone(s) (610) 685-3103
Company Phone (610) 670-2770	Cell Phone(s)
Company Fax (610) 678-6737	Fax (610) 603-2703
Broker is:	Email EMiller@GoBerksCounty.com
☐ Buyer Agent (Broker represents Buyer only)	Licensee(s) is:
☒ Dual Agent (See Dual and/or Designated Agent box below)	☐ Buyer Agent with Designated Agency
	☐ Buyer Agent without Designated Agency
	☒ 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) RE/MAX of Reading	Licensee(s) (Name) Eric J. Miller
Company Address 1290 Broadcasting Rd., Wyomissing, Pa 19610	Direct Phone(s) (610) 685-3103
Company Phone (610) 670-2770	Cell Phone(s)
Company Fax (610) 678-6737	Fax (610) 603-2703
Broker is:	Email EMiller@GoBerksCounty.com
☐ Seller Agent (Broker represents Seller only)	Licensee(s) is:
☒ Dual Agent (See Dual and/or Designated Agent box below)	☐ Seller Agent with Designated Agency
	☐ Seller Agent without Designated Agency
	☒ 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: FCS / BDS

Seller Initials:

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1. By this Agreement, dated September 4, 2014 ,
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (2-12)

(A) Purchase Price $ $760,000.00
(Seven Hundred Sixty Thousand
_____ U.S. Dollars), to be paid by Buyer as follows:

1. Deposit at signing of this Agreement: $ _____
2. Deposit within 2 days of the Execution Date of this Agreement: $ 10,000.00
3. _____ $ _____
4. Remaining balance will be paid at settlement.

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

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

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

Seller will pay $ _____ 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 (2-12)

(A) Settlement Date is within 30 days of final approvals (29.B) , 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 (see Notice Regarding Real Estate Taxes); rents; interest on mortgage assumptions; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____

(D) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(E) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(F) 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.

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

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

(A) Written acceptance of all parties will be on or before: September 6, 2014

(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.

6. ZONING (5-01)

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: A1 Agricultural Preservation

7. FIXTURES AND PERSONAL PROPERTY (5-01)

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

_____

(B) The following items are LEASED (not owned by Seller): _____

_____

(C) EXCLUDED fixtures and items: _____

_____

8. MORTGAGE CONTINGENCY (2-12)

☐ 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**
LoanAmount $ TBD	LoanAmount $ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For:	For:
☒ Land acquisition only	☐ Land acquisition only
☐ Land acquisition and construction	☐ Land acquisition and construction
☐ Other _____	☐ Other _____
Loan-To-Value (LTV) ratio not to exceed _____ %	Loan-To-Value (LTV) ratio not to exceed _____ %
Mortgage lender Public and/or Private	Mortgage lender _____
Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

(B) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(C) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application (including payment for and ordering of appraisal and credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.

(D) **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 delay of the appraisal), fails to lock in interest rate(s) as stated in Paragraph 8(B), or otherwise causes the lender to reject, refuse to approve or issue a mortgage loan commitment.**

(E) 1. **Mortgage Commitment Date:** 30 days after 29B approvals . Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

2. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.

3. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:
   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 mortgage commitment 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 Mortgage Commitment Date in Paragraph 8(E)(1), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

4. If this Agreement is terminated pursuant to Paragraphs 8(E)(2) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 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).

(F) 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 26 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, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(F)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (2-12)

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

10. SELLER REPRESENTATIONS (2-12)

(A) **Status of Water**

Seller represents that the Property is served by:

☐ Public Water ☐ Community Water ☐ On-site Water ☒ None ☐ _____

(B) **Status of Sewer**

Seller represents that the Property is served by:

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

(C) **Historic Preservation**

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

(D) ☐ Property, or a portion of it, is preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions):

☒ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)
☐ Other _____

(E) 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 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: _____

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

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

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 26 of this Agreement.

12. INSPECTIONS (2-12) (See Notices Regarding Property and Environmental Inspections)

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

(B) Buyer waives or elects at Buyer's expense to have the following Inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Notice Regarding the Home Inspection Law)

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

Property Inspections and Environmental Hazards

Elected ____ / ____ **Waived** FCS / bds — Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select.

Water Service

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

Connection to Off-Site Water Source

Elected ____ / ____ **Waived** FCS / bds — Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service Provider): _____ . (See Paragraph 14)

On-lot Sewage (If Applicable)

Elected ____ / ____ **Waived** FCS / bds — Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

Connection to Off-Site Sewage Disposal System

Elected ____ / ____ **Waived** FCS / bds — Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name of Service Provider): _____ are acceptable to Buyer. (See Paragraph 15)

Property Insurance

Elected ____ / ____ **Waived** FCS / bds — Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date.

Property Boundaries

Elected ____ / ____ **Waived** FCS / bds — Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Deeds, Restrictions and Zoning

Elected ____ / ____ **Waived** FCS / bds — Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____

Other

Elected ____ / ____ **Waived** ____ / ____

_____

_____

_____

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

_____

_____

13. INSPECTION CONTINGENCY (2-12)

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

Inspection(s)	Contingency Period
_____	_____ days
_____	_____ days
_____	_____ days
_____	_____ days

(B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, **within the stated Contingency Period:**

1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this Agreement, OR
2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement, OR

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Westerly, 76 acres

3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
   a. No later than _____ days (5 if not specified) **from the end of the Contingency Period(s)**, Seller will inform Buyer in writing that Seller will:
      (1) Satisfy all the terms of Buyer's Proposal(s), OR
      (2) Not satisfy all the terms of Buyer's Proposal(s).
   b. If Seller agrees to satisfy the terms of Buyer's Proposal, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.
   c. Within _____ days (2 if not specified) of the receipt of written notification that Seller will not satisfy all terms of Buyer's Proposal, or the time stated in paragraph 13(B)(3)(a) if Seller fails to choose either option in writing, whichever occurs first, Buyer will:
      (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this Agreement, OR
      (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement, OR
      (3) Enter into a mutually acceptable written agreement with Seller, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

   If Buyer fails to respond within the time stated in Paragraph 13(B)(3)(c) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

(C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or **if no Proposal is provided within the stated time,** Buyer will notify Seller in writing of Buyer's choice to:
1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement, OR
3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 26 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY

☒ NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system.

☐ WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 26 of this Agreement.

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.
1. **Within the Contingency Period**, Buyer will make a completed, written application for municipal approval for the installation of an on-site water system from _____ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
3. If final, unappealable approval is not obtained by _____, Buyer will:
   a. **Accept the Property** and agree to the the RELEASE in paragraph 26 of this Agreement, OR
   b. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 24 of this Agreement, OR
   c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

   If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in paragraph 26 of this agreement.

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Westerly, 76 acres

15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY

☒ NOT APPLICABLE. The Property has an existing sewage disposal system.

☐ WAIVED. Buyer understands and acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 26 of this Agreement.

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

1. **Within the Contingency Period**, ☐ Buyer or ☐ Seller will make a completed, written application for municipal approval for the installation of an individual on-lot sewage disposal system from _____ _____ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
3. If final, unappealable approval is not obtained by _____ , Buyer will:
   a. **Accept the Property** and agree to the the RELEASE in paragraph 26 of this Agreement, OR
   b. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 24 of this Agreement, OR
   c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in paragraph 26 of this agreement.

16. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (2-12)

(A) In the event any notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply,** Buyer will notify Seller in writing within 5 DAYS that Buyer will:
   a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 16(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
   a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
   b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
      (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
      (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

   If Buyer fails to respond within the time stated in Paragraph 16(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.
2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 16(B)(3) will survive settlement.**

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

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

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

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.

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

(B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.

(C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 of this Agreement.

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

18. TITLES, SURVEYS AND COSTS (2-12)

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

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

(C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(D) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 16(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 18(B) items (1), (2), (3) and in Paragraph 18(C).

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

☐ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached.**

(F) **COAL NOTICE (Where Applicable)**

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

(G) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here (see Notice Regarding Private Transfer Fees): _____

☐ **Private Transfer Fee Addendum (PAR Form PTF) is attached.**

19. MAINTENANCE AND RISK OF LOSS (2-12)

(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) If any system or appliance included in the sale of Property fails before settlement, Seller will:

1. Repair or replace the failed system or appliance before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
   a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender, if any, OR
   b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance.

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3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, **or if Seller fails to notify Buyer of Seller's choice,** Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
   a. Accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

   If Buyer fails to respond within the time stated in Paragraph 19(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 26 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 24 of this Agreement.

20. 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.

21. 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.

22. 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.

23. 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.

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (2-12)

(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 24(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 24(C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after the Settlement Date stated in Paragraph 4(A), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

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(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) **Unless otherwise checked in Paragraph 24(G),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

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

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

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

25. MEDIATION (2-12)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of REALTORS®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

26. RELEASE (9-05)

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

27. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 15**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. SPECIAL CLAUSES (2-12)

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

☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
☐ Appraisal Contingency Addendum (PAR Form ACA)
☒ Sale is subject to Bankruptcy Court Approval
☒ Seller is responsible for all subdivision costs and all other costs to make the land saleable.
☐

FCS bds
FCS bds
SCR

Buyer Initials: FCS / bds ASVL Page 10 of 11 Seller Initials: / SCR

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(B) Additional Terms: Agreement of sale is subject to appropriate Berks Agricultural Land Preservation Board and Lower Heidelberg Twp approvals.

A nominal land rent of $100 for this above referenced parcel shall be paid by the Buyers to the Sellers for use of the property from the date the land is cleared by the current farmer until the date of settlement.

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

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

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

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

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

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

FCS / bds **Buyer has read and understands the notices and explanatory information in this Agreement.**

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

BUYER Forrest Stricker **DATE** 9-6-14

BUYER Barbara Stricker **DATE** 9/6/14

BUYER _____ **DATE** _____

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
Seller has received a statement of Seller's estimated closing costs before signing this Agreement.
Seller has read and understands the notices and explanatory information in this Agreement.

SELLER Carter Reese **DATE** 9/4/14

SELLER Sarah Reese **DATE** 9/4/14

SELLER _____ **DATE** _____

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NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

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 Web site at www.pameganslaw.state.pa.us.**

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

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 (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold 10 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. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

NOTICE REGARDING REAL ESTATE TAXES (Paragraph 2: Purchase Price and Deposits)

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.
School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

NOTICE TO BUYERS SEEKING MORTGAGE FINANCING (Paragraph 8: Mortgage Contingency)

The appraised value of the Property is 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.

The Loan-To-Value Ratio (LTV) is used by lenders as one tool to help assess the potential risk of a mortgage loan. LTV is determined by dividing the requested loan amount by either the Purchase Price or the appraised value of the property, whichever is lower. 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.

NOTICE REGARDING TRUTH IN LENDING (Paragraph 8: Mortgage Contingency)

The Mortgage Disclosure Improvement Act requires mortgage lenders to provide Buyer with a Truth in Lending (TIL) statement at the time of mortgage application (early disclosure) and anytime thereafter (re-disclosure) if the annual percentage rate (APR) changes by more than .125 percent. Settlement cannot occur within 7 days of the early disclosure or within 3 days of re-disclosure. If a re-disclosure of a TIL statement is made within 3 days of the Settlement Date in the Agreement, settlement for the Property would have to occur after the Settlement Date stated. Buyer and Seller are advised that the APR may change by more than .125 percent based on factors including, but not limited to, Seller credits, changes in loan amount or duration, and Settlement Date change. If the Buyer and Seller agree to modify the Settlement Date in response to the TIL statement waiting period, or for any other reason, it should be done by mutual written agreement of the parties.

SEWAGE NOTICES (Paragraph 10: Seller Representations)

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

NOTICE 1: **THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.**

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

NOTICE 2: **THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.**

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

NOTICE 3: **THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE.**

Pursuant to the Pennsylvania Sewage Facilities Act, **Seller must provide** a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

NOTICE 4: **AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION.**

The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

NOTICE 5: **THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECTAND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.**

NOTICES REGARDING LAND USE RESTRICTIONS (Paragraph 10: Seller Representations)
NOTICE PURSUANT TO THE PENNSYLVANIA RIGHT-TO-FARM LAW (3. P.S. § 951-957)

The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.

FARMLAND AND FOREST LAND ASSESSMENT ACT (CLEAN AND GREEN PROGRAM) (72 P.S. § 5490.1 et seq.)

Properties enrolled in the Clean and Green Program receive preferential tax assessment.

Notices Required by Seller: A Seller of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use of Seller's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer.

Notices Required by Buyer: A Buyer of Property enrolled in the Clean and Green Program must submit notice of any proposed changes Buyer intends to make in the use of the Property being purchased to the County Assessor at least 30 days prior to undertaking any changes.

Loss of Preferential Tax Assessment: The sale of the Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.

Buyer and Seller have been advised of the need to determine the tax implications that will or may result from the sale of the Property to Buyer or that may result in the future as a result in any change in use of the Property or the land from which it is being separated by contacting the County Tax Assessment Office before the execution of this Agreement of Sale.

OPEN SPACE ACT 32 P.S. § 5001 et seq.

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 acknowledges that the purchase of Property for which there is a covenant will not extinguish the covenant and that a change in the use of the land to any other use other than that designated in the covenant will constitute a breach. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that the Property was subject to the covenant, limited to the past 5 years.

Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the 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.

EXHIBIT “E”

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): Matthew D. Grove and/or Assign	SELLER(S): Carter P Reese, Sarah C Reese
BUYER'S MAILING ADDRESS: 107 Furnace Street Robesonia, PA 19551	SELLER'S MAILING ADDRESS: 140 Evans Hill Road Sinking Spring, PA 19608

PROPERTY

☐ See Property Description Addendum

ADDRESS (including postal city) Riegel Road - Lot 31 acres
Lot size is 31.234 acres gross and 29.374 acres net. ZIP 19608,
in the municipality of Lower Heidelberg, County of Berks,
in the School District of Wilson, in the Commonwealth of Pennsylvania.
Tax ID #(s): Part of PIN# 49-4387-01-05-1099 and/or
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date; Control #): DBV 4849 page 150

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Bellairs Real Estate	Licensee(s) (Name) Thomas J. Bellairs
Company License #	State License # RB042497L
Company Address 940 Penn Avenue, Wyomissing, Pa 19610	Direct Phone(s) (610)374-2106
	Cell Phone(s) (610)781-4389
Company Phone (610)374-2106	Email tom@bellairsrealestate.com
Company Fax (610)374-2278	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) ReMax of Reading	Licensee(s) (Name) Eric Miller
Company License # RB043673C	State License # RS193624L
Company Address 1290 Broadcasting Rd, Reading, PA 19610-3203	Direct Phone(s)
	Cell Phone(s) (610)334-5864
Company Phone (610)670-2770	Email emiller@goberkscounty.com
Company Fax (610)678-6737	Licensee(s) is (check only one):
Broker is (check only one):	☐ Seller Agent (all company licensees represent Seller)
☒ Seller Agent (Broker represents Seller only)	☐ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
☐ 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 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: MJG / _____

Seller Initials: _____

Pennsylvania Association of REALTORS®

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2/16

1. **By this Agreement,** dated June 22, 2016 ,
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (1-16)**
(A) Purchase Price $ 200,000.00
(Two Hundred Thousand
U.S. Dollars), to be paid by Buyer as follows:
1. **Initial Deposit, within** 10 **days (5 if not specified) of Execution Date,** if not included with this Agreement: $ 5,000.00
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 and the person designated as payee, 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) (2-12)**
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 (1-16)**
(A) Settlement Date is 30 days after final subdivision approval , or before if Buyer and Seller agree.

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

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

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:
1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

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

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

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

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

5. **DATES/TIME IS OF THE ESSENCE (2-12)**
(A) Written acceptance of all parties will be on or before: June 24, 2016

(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.

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6. ZONING (1-16)

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

Zoning Classification, as set forth in the local zoning ordinance: A-1 Agricultural Preservation

7. FIXTURES AND PERSONAL PROPERTY (5-01)

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

(B) The following items are LEASED (not owned by Seller): _____

(C) EXCLUDED fixtures and items: _____

8. MORTGAGE CONTINGENCY (1-16)

☐ 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 $150,000.00	Loan Amount $ _____
Minimum Term 15 years	Minimum Term _____ years
Type of mortgage Conventional	Type of mortgage _____
For:	For:
☒ Land acquisition only	☐ Land acquisition only
☐ Land acquisition and construction	☐ Land acquisition and construction
☐ Other _____	☐ Other _____
Loan-To-Value (LTV) ratio not to exceed 75.000 %	Loan-To-Value (LTV) ratio not to exceed _____ %
Mortgage lender Fulton Bank or TBD	Mortgage lender _____
Interest rate 4.500 %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of 5.500 %. 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.	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.

(B) **Mortgage Commitment Date:** August 31, 2016
Upon receiving a mortgage commitment(s), Buyer will promptly deliver a copy of the commitment(s) to Seller.

(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 the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.

(F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, or refuse to approve or issue, a mortgage loan commitment.

(G) 1. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.

2. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:
   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

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received by the lender, or the mortgage commitment 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 Mortgage Commitment Date 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(G)(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).

(H) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires a task(s) to be performed to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will comply with the lender's or insurer's requirements at Seller's expense.

1. If Seller complies with the lender's or insurer's requirements to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement.
2. If Seller will not comply with the lender's or insurer's requirements, **or if Seller fails to respond within the stated time,** Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
   a. Comply with the lender's or insurer's requirements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(H)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, comply with the lender's or insurer's requirements at Buyer's expense and agree to the RELEASE in Paragraph 29 of this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (1-16)

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

10. SELLER REPRESENTATIONS (1-16)

(A) **Status of Water**

Seller represents that the Property is served by:

☐ Public Water ☐ Community Water ☐ On-site Water ☒ None ☐ _____

(B) **Status of Sewer**

1. Seller represents that the Property is served by:
   ☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
   ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
   ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
   ☒ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
   ☐ _____
2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

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

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

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

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

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

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

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

(E) **Historic Preservation**

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

(F) **Land Use Restrictions**

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):
   - ☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)
   - ☒ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
   - ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
   - ☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
   - ☒ Other Agriculture Preservation Easement.

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

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

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

(H) **Highway Occupancy Permit**

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

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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 26 of this Agreement.

12. BUYER'S DUE DILIGENCE/INSPECTIONS (1-16)

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

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

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

Property Inspections and Environmental Hazards

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

Deeds, Restrictions and Zoning

Elected ____/____ Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____ Waived ____/____

Water Service

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

Connection to Off-Site Water Source

Elected ____/____ Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service Provider): _____. (See Paragraph 14) Waived ____/____

On-Lot Sewage (If Applicable)

Elected ____/____ Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See Paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency. Waived ____/____

Connection to Off-Site Sewage Disposal System

Elected ____/____ Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name of Service Provider): _____ are acceptable to Buyer. (See Paragraph 15) Waived ____/____

Property and Flood Insurance

Elected ____/____ Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. Waived ____/____

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Property Boundaries

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

Other

Elected		Waived
____/ ___	_____	____/ ____
	_____	
	_____	

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

_____

_____

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

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

13. INSPECTION CONTINGENCY (1-16)

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

(B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, **within the stated Contingency Period:**

1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this Agreement, OR
2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR
3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
   a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period.
      (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
      (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement and the Negotiation Period ends.
   b. If no mutually acceptable written agreement is reached, or if Seller fails to respond, during the Negotiation Period, within _____ days (2 if not specified) **following the end of the Negotiation Period**, Buyer will:
      (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this Agreement, OR
      (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

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

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

1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement, OR

3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 29 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

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

14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY

☒ NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system.

☐ WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 29 of this Agreement.

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

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

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

15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY (1-16)

☒ NOT APPLICABLE. The Property has an existing sewage disposal system.

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

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

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

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

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

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

17. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (1-16)

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

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR

2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply,** Buyer will notify Seller in writing within 5 DAYS that Buyer will:
   a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 29 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

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

(B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior toSettlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
   a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR
   b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
      (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
      (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.

      If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.
2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.
3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 17(B)(3) will survive settlement.**

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

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

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

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

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

19. TITLES, SURVEYS AND COSTS (1-16)

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

(B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to

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release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.

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

(D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

(E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

(G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 19(C) items (1), (2), (3) and in Paragraph 19(E).

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

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

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

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

(J) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

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

2. **Notices Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

20. MAINTENANCE AND RISK OF LOSS (1-16)

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

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

1. Repair or replace that part of the Property before settlement, OR
2. Provide prompt written notice to Buyer of Seller's decision to:
   a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mortgage lender, if any, OR
   b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value of the damaged or failed part of the Property.
3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, **or if Seller fails to notify Buyer of Seller's choice,** Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
   a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 27 of this Agreement.

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.

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(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 (1-16)

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

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 27(C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof), or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of lit-

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igation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

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

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

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

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

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

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

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

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

28. MEDIATION (2-12)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

29. RELEASE (1-16)

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

30. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

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

32. HEADINGS (1-16)

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

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33. SPECIAL CLAUSES (2-12)

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

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

(B) Additional Terms: Seller will pay all costs related to subdivision.

Seller to pay buyer brokerage fee of 3% of final sales price.

Subject to Bankruptcy court approval of sale and subdivision.

Agriculture Preservation Board will allow this tract to remain as woodland. Tract does not need to be cleared and put into agriculture production. Agriculture preservation board to provide a letter to buyer stating this fact to buyer.

The agreement is subject to Ag Board approval or in lieu thereof a court order resolving any Ag Board issues concerning the sale.

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

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

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

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

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

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

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

BUYER _____ **DATE** 06/22/2016

Matthew D. Grove and/or Assign

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

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

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

SELLER _____ **DATE** 7/13/16

Carter P Reese

SELLER _____ **DATE** 7/13/16

Sarah C Reese

SELLER _____ **DATE** _____

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EXHIBIT “F”

EXHIBIT "D"

PROPOSED DISPOSITION OF SALES PROCEEDS

TOTAL SALES PROCEEDS $860,000.00

DISBURSEMENTS

PAYMENT OF PRINCIPAL TO PNC:	350,000.00[1]
APPROVED DEBTORS CHAPTER 11 LEGAL FEES:	150,000.00
PAYMENT OF ENGINEERING AND ACCOUNTING FEES:	50,000.00
REAL ESTATE COMMISSION DUE:	60,000.00
UNPAID REAL ESTATE TAXES:	70,000.00
MERIDIAN BANK (SECOND MORTGAGE):	150,000.00
DEBTORS' CLOSING COSTS AND OTHER EXPENSES:	30,000.00
TOTAL DISBURSEMENTS:	**$ 860,000.00**

[1] This amount represents early payment of the $350,000 balance due to PNC under the existing loan modification agreement and confirmed plan which requires a $500,000 balloon payment to be paid prior to 2018. PNC received an initial payment of $150,000 from the sale of 84 Grandview.