



Plan Name:	1782 Mayview Road, Bridgeville, PA 15017	File No.	CU-01-2020
Plan Location:	1782 Mayview Road, Bridgeville, PA 15017	Tax I.D. #	0572-H-00036
Project Description	Development of a Montessori School as a Conditional Use in an R-1 District		

Check Appropriate Box(es)

Land Development Plan	<input type="checkbox"/>	Subdivision Plan	<input type="checkbox"/>	Conditional Use Plan	<input checked="" type="checkbox"/>
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Minor Subdivision	<input type="checkbox"/>	Major Subdivision	<input type="checkbox"/>	Open Space Plan	<input type="checkbox"/>
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Preliminary Plan Submission	<input type="checkbox"/>	Final Plan Submission	<input type="checkbox"/>
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Zoning District(s)	R-1	Property Acreage	2	No. Lots/Units	1
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Applicant's Name:	JED3, LLC	Phone No.	(412) 996-2782
Applicant's Address:	954 Washington Road, Pittsburgh, PA 15228	Fax No.	
Applicant's E-Mail:	jdjhskl@gmail.com		
Engineer Firm/Name	Wildman Chalmers Design	Phone No.	(412) 436-9303
Engineer's Address:	1600 Lowrie Street #101	Fax No.	
Contact Person:	Elizabeth Usnick	E-Mail Address	elizabeth@wildmanchalmers.com

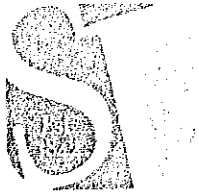
The following items are reviewed as part of the South Fayette Township application process. Applications submitted WITHOUT these elements will NOT be reviewed by the township.

REQUIRED SUBMISSION ITEMS	Copies	✓ Yes	✓ No	✓ N/A
1) Completed Application Form	1	✓		
2) Maps and Plans				
• Plus PDF of drawings	1	✓		
• Sets Full-Size Plans (24" x 36")	5	✓		
• Sets Half-Size Plans (11" x 17")	5	✓		
3) Agent Authorization Form	1	✓		
4) Application Fee	1	✓		
5) Escrow – Engineer, Solicitor, Inspection	1	✓		
6) Stormwater Management Plan & Calculations (plus PDF)	2	✓		
7) Erosion & Sedimentation Control Plan (plus PDF)	2			✓
8) Deed, Sales Agreement or Other Ownership	1	✓		

I have familiarized myself with and hereby agree to comply with the subdivision and zoning ordinance of the township as well as to all township rules, regulations and resolutions. I agree to pay the applicable fee(s).

Signature of Applicant: Jennifer H. Howe, TRUSTEE JED3, LLC Date: 4-17-20

If applicant is not the property owner, an Agent Authorization Form must be attached.



SOUTH FAYETTE TOWNSHIP

A Community Growing Together

Agent Authorization

Form

www.southfayettepa.com

Name of Property Owners: Mayview Professional Center LLC

Property Tax Map Number: 572-H-00036, 34 572-M-0004

Property/Project(s): Lot Line Revision / Zoning Hearing

This application/phase only

All related applications and phases

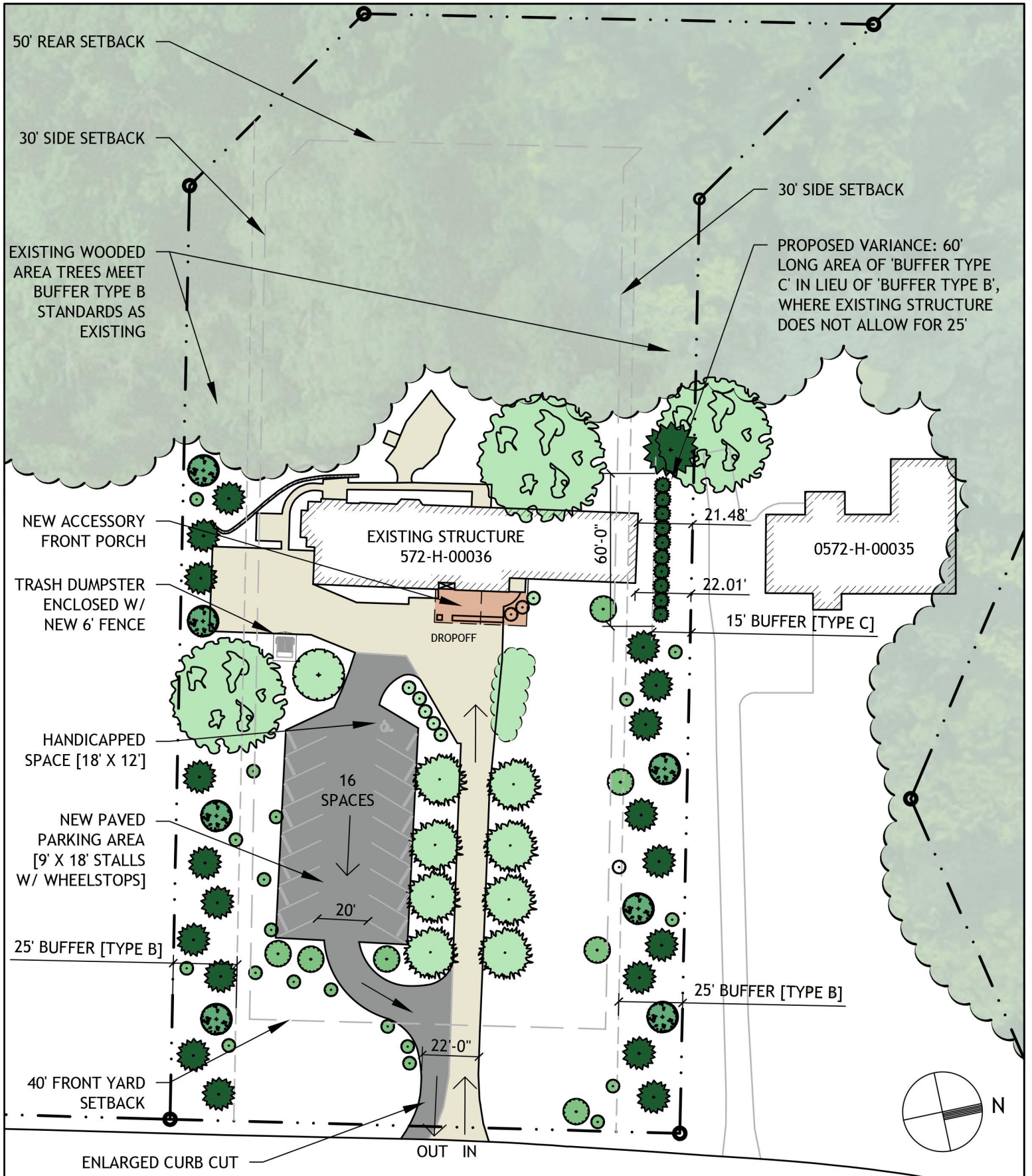
The above named property owner hereby appoints: Jennifer Howe

as its agent and authorizes said agent to apply for and process the above mentioned development plan/variance on his/her behalf. Agent is further authorized to sign all necessary documentations for such purposes, including acceptance of conditions imposed by the Board of Commissioners upon arrival of the plan. This authorization shall remain in full force and effect until written notice of revocation is delivered to the South Fayette Township Manager.

SIGNED AND SEALED, intending to be legally bound on this date of:

1/1/20

Owner(s) Signature: *[Handwritten Signature]* (SEAL)



**WILDMAN
CHALMERS**
DESIGN

WWW.WILDMANCHALMERS.COM
1800 LOWME ST PITTSBURGH PA 15222
PHONE 412.436.9303

PROPOSED SITE PLAN

1782 MAYVIEW ROAD, BRIDGEVILLE PA 15017

03.11.2020



EVERGREEN
PLANTINGS



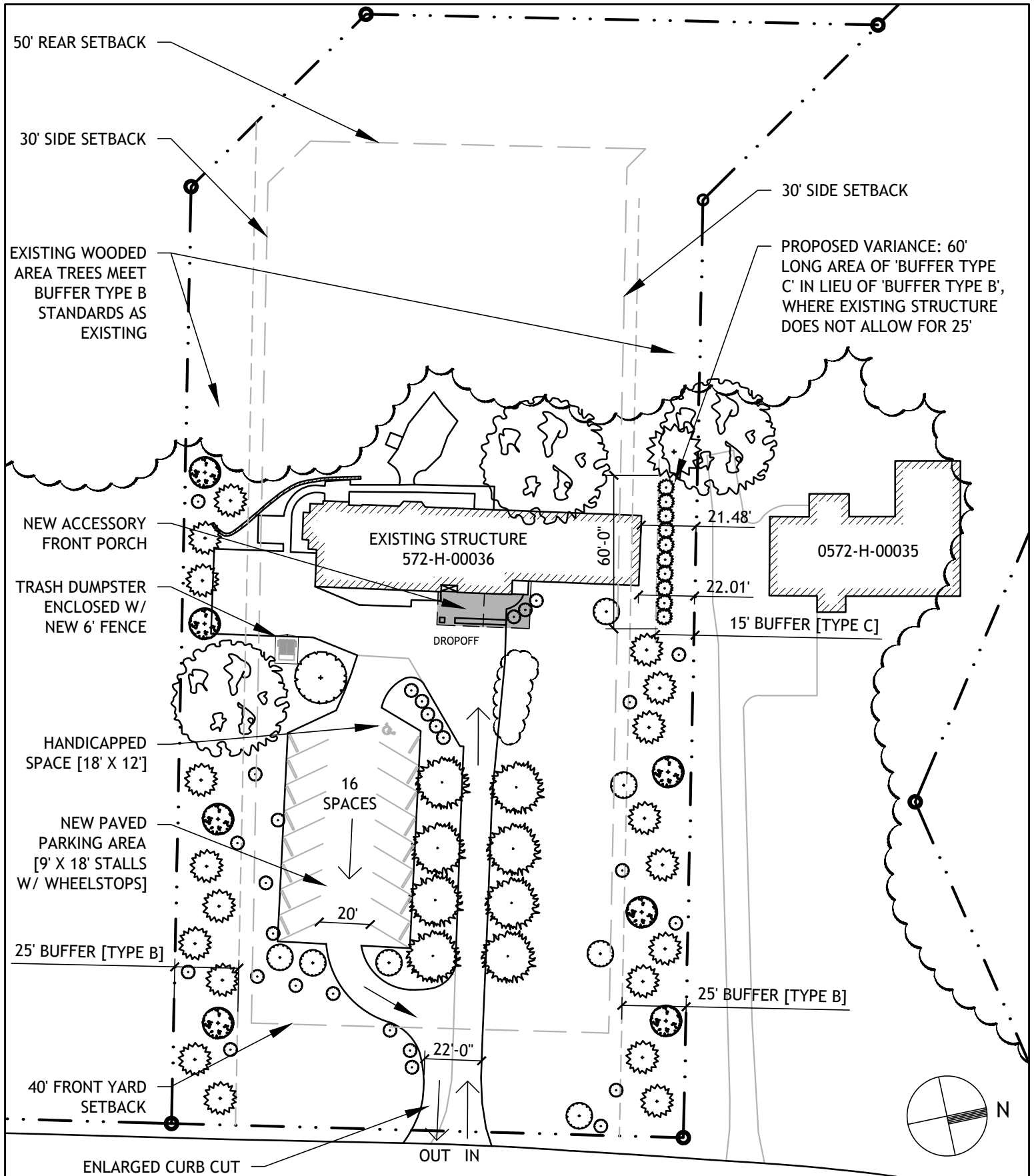
EXISTING TREES &
SHRUBS



DECIDUOUS
PLANTINGS



MISCELLANEOUS
ADDITIONAL
LANDSCAPING



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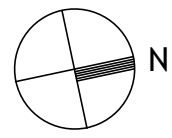
EXISTING TREES &
SHRUBS



DECIDUOUS
PLANTINGS



MISCELLANEOUS
ADDITIONAL
LANDSCAPING







NEW WINDOWS AT FORMER GARAGE DOOR LOCATION

To create a classroom and maximize natural light

NEW ACCESSORY PORCH ROOF

Open-structure gabled roof to provide a covered entrance and a clear direction to the front door



Montessori Children's Schoolhouse

BUILDING SIGNAGE

NEW FRONT DOOR & SIDELITE

To provide visibility and daylight

Notice of Attorney Representation

I, Jennifer Howe, am authorized to sign on behalf of Applicant JED3, LLC. I hereby certify that JED3, LLC is represented by the following counsel for any hearings on this application:

DENTONS COHEN & GRIGSBY P.C.

Alex M. Lacey, Esq.
625 Liberty Avenue, 5th Floor
Pittsburgh, PA 15222
Tel. (412) 297-4900
Fax. (412) 209-0672
alex.lacey@dentons.com

Jennifer N. Howe, TRUSTEE
JED3, LLC

SMALL DEVELOPMENT STORMWATER MANAGEMENT PLAN APPLICATION

Small Project Stormwater Management Submission

Calculation of Impervious Area

In accordance with the Municipal Stormwater Management Ordinance, small developments are eligible for submission of a simplified stormwater management plan. Small developments propose disturbance of less than 0.25 acres and less than 5,000 square feet of impervious area. The calculations of proposed impervious area reported herein shall cumulatively include all new impervious area constructed within the last five years. An impervious surface is a surface that prevents the infiltration of water into the ground. Impervious surfaces (or areas) shall include, but not be limited to: roofs, additional indoor living spaces, patios, garages, storage sheds, porches, decks and similar structures, and any new driveways or sidewalks.

Table 1: Calculation of Impervious Surfaces

Surface Type		Length (ft)	X	Width (ft)	=	Proposed Impervious Area (sq ft)
Building	Home		x		=	(existing)
	Addition		x		=	470 sq ft
	Garage		x		=	(existing)
	Porch/deck		x		=	(existing)
			x		=	
Driveway			x		=	(existing)
			x		=	1,364 sq ft
			x		=	412 sq ft
Parking Areas			x		=	(existing)
		52'	x	81'-6"	=	4,619 sq ft
			x		=	
Patios and Sidewalks			x		=	(existing)
			x		=	
			x		=	
			x		=	
			x		=	
Other			x		=	
			x		=	
			x		=	
Total Impervious Surface Area to Managed						6,865 sq ft

If the Total Impervious Surface Area is less than 5,000 Square Feet, complete the remainder of the Application.

If the Total Impervious Surface Area EXCEEDS 5,000 Square Feet, a complete stormwater management plan, prepared by a registered professional engineer must be submitted.

Small Project SWM Plan Worksheet

Based upon the information you have provided a *Stormwater Plan IS Required* for this development activity and the project is eligible for review as a small development. The Municipal Stormwater Management Ordinance allows for submission of a simplified stormwater management plan for small developments.

Regulated activities shall be conducted only after the Municipality approves a stormwater management plan. The Stormwater Management Ordinance will assist you in preparing the necessary information and plans for the Municipality to review and approve. **This document will constitute an approved plan if all of the relevant details are to be installed in their entirety AND no part of the stormwater system adversely affects any other property, nor adversely affects any septic systems or drinking water wells on this, or any other, parcel.** If an alternative system is to be used a plan will need to be submitted to the Municipality for approval. A design by a qualified professional may be required for more complex sites.

PLEASE INITIAL BELOW TO INDICATE THE STORMWATER MANAGEMENT PLAN FOR THIS SITE

The relevant details from Municipal Stormwater Management Ordinance will be installed in their entirety AND the system will be located as not to adversely affect other property, nor any septic systems or drinking water wells on this, or any other, parcel. The BMP or BMPs proposed be implemented are as follows:

Table 2: Runoff Volume Calculation						
Impervious Surface (sq ft) – From Table 1	X	Runoff Depth (in)	÷	12 in/ft	=	Total Runoff Volume to be Managed (cu ft)
6,865 sq ft	x	2	÷	12	=	1,144 cu ft

Table 3: Structural BMPs									
BMP Type	Length (ft)	X	Width (ft)	X	Depth (ft)	X	Void Space	=	Volume Managed (cu ft)
Infiltration Trench		x		x		x	0.40	=	
Rain Garden		x		x	0.5	x	1.0	=	
Dry Well		x		x		x	0.40	=	
Total Volume Managed – Structural BMPs									0

Table 4: Non-Structural BMP - New Tree Planting					
Tree Type	Number of Trees	X	Volume Credit (cu ft)	=	Volume Managed (cu ft)
Deciduous Tree	7	x	4	=	28 cu ft
Evergreen Tree	19	x	6	=	114 cu ft
Total Volume Managed- Tree Planting					142 cu ft

Table 5: Non-Structural BMP - Preservation of Trees					
Distance from Impervious Area	Tree Canopy Area (sf)	X	Rainfall Depth Managed (in)	=	Volume Managed (cu ft)
Within 20 Feet	313	x	1	=	313 cu ft
Within 20 Feet	269	x	1	=	269 cu ft
Within 20 Feet	269	x	1	=	269 cu ft
Within 20 Feet	269	x	1	=	269 cu ft
Within 20 Feet	269	x	1	=	269 cu ft
Within 100 Feet	1450	x	0.5	=	725 cu ft
Within 100 Feet	1076	x	0.5	=	538 cu ft
Within 100 Feet		x	0.5	=	
Within 100 Feet		x	0.5	=	
Within 100 Feet		x	0.5	=	
Total Volume Managed- Tree Preservation					2,652 cu ft

Table 6: Non-Structural BMP - Minimize Soil Compaction and Planting					
Planting Type	Surface Area (sf)	X	Rainfall Depth Managed (in)	=	Volume Managed (cu ft)
Lawn		x	0.25	=	
Meadow		x	0.33	=	
Total Volume Managed- Minimize Compaction					0

Table 7: Summation of Runoff Volume Managed	
BMP Type	Managed Volume
Structural BMPs (Table 3)	0
Tree Planting (Table 4)	142 cu ft
Tree Preservation (Table 5)	2,652 cu ft
Minimize Soil Compaction/Planting (Table 6)	0
Total Volume Managed (cu ft) - Must be Greater than that Calculated in Table 2	2,794 cu ft [> 1,144 cu ft]



In lieu of providing the above, an alternative and/or professional design is attached for approval AND the system will be located as not to adversely affect other property, any septic systems or drinking water wells on this, or any other, parcel.



Site Sketch Plan showing:

- Property Lines with dimensions
- Proposed buildings with dimensions
- Proposed impervious surfaces with dimensions
- Proposed sanitary sewer lateral or septic system, as applicable
- Proposed water service or well site, as applicable
- Proposed stormwater management system(s)
- Erosion and Sedimentation Controls to be installed and maintained during construction

Operations and Maintenance Agreement

- Execute and record a Stormwater Maintenance and Agreement

Application Review Fee

- The application review fee has been made to the Municipality. The review fee shall be as listed in the current Municipal Fee Schedule.

Condition of approval - The stormwater management plan must be fully implemented prior to a request for final inspection of the building or zoning permit.

Acknowledgement - By executing below, the Owner acknowledges the following:

- I declare I am the owner of the property.
- The information provided is accurate.
- I further acknowledge that municipal representatives are granted access to the above described property for review and inspection as may be required.

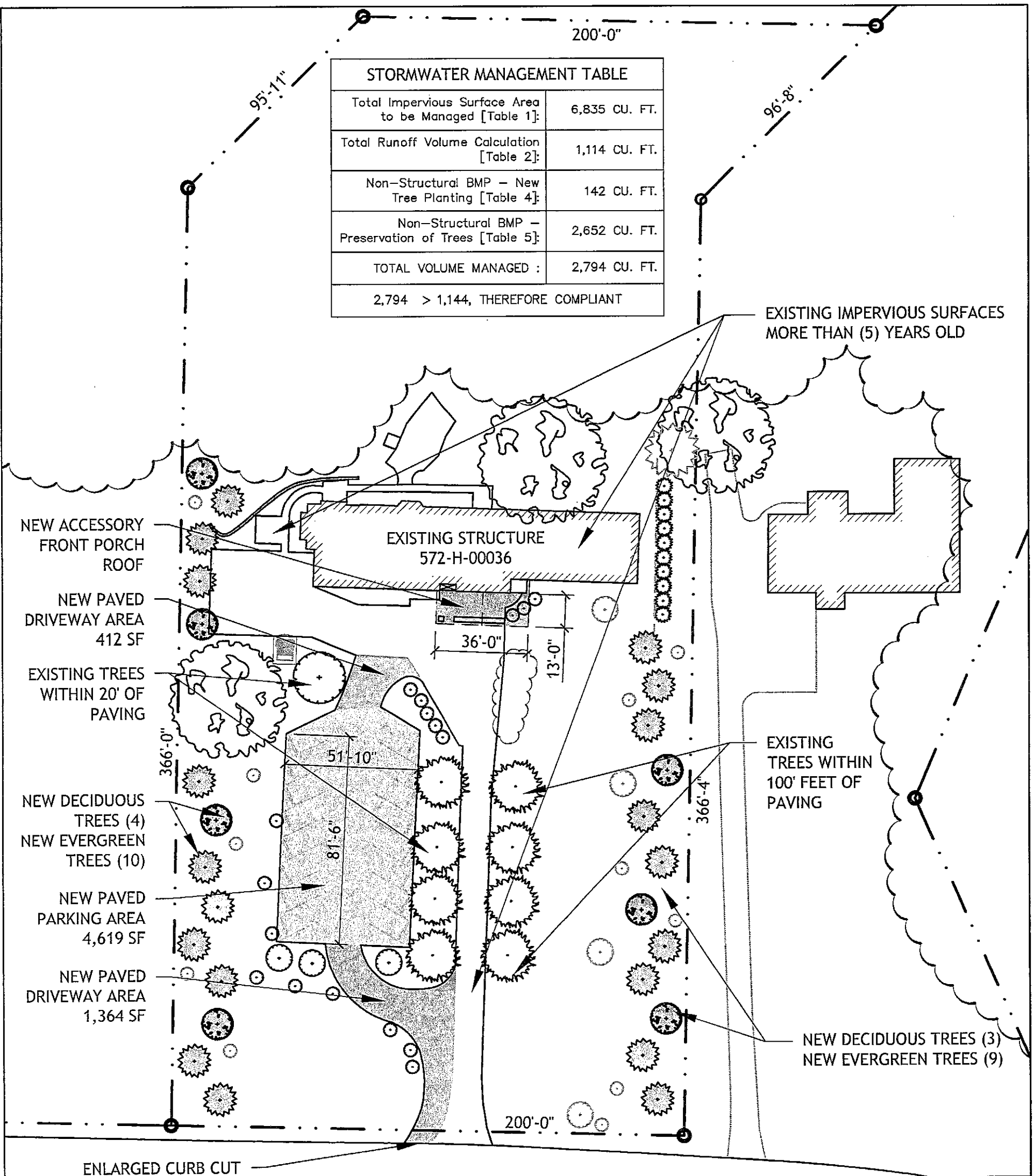
Owner

Jennifer N. Howe, TRUSTEE
JED3, LLC

Date

3-16-20

STORMWATER MANAGEMENT TABLE	
Total Impervious Surface Area to be Managed [Table 1]:	6,835 CU. FT.
Total Runoff Volume Calculation [Table 2]:	1,114 CU. FT.
Non-Structural BMP - New Tree Planting [Table 4]:	142 CU. FT.
Non-Structural BMP - Preservation of Trees [Table 5]:	2,652 CU. FT.
TOTAL VOLUME MANAGED :	2,794 CU. FT.
2,794 > 1,144, THEREFORE COMPLIANT	



ENLARGED CURB CUT

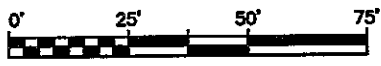
**WILDMAN
CHALMERS
DESIGN**

WWW.WILDMANCHALMERS.COM
1800 LOWRIE ST PITTSBURGH PA 15202
PHONE 412.438.9303

SMALL PROJECT STORM WATER MANAGEMENT PLAN

1782 MAYVIEW ROAD, BRIDGEVILLE PA 15017

03.16.2020



 EXISTING TREES

 NEW TREES

 MISCELLANEOUS NEW PLANTINGS

PARTIES

BUYER(S): Jennifer H. Howe
Revocable Trust

BUYER'S MAILING ADDRESS:

SELLER(S): Mayview Professional LLC

SELLER'S MAILING ADDRESS:

PROPERTY

ADDRESS (including postal city) 1782 Mayview Rd, Bridgeville, Pa ZIP 15017
in the municipality of South Fayette, County of Allegheny
in the School District of South Fayette, in the Commonwealth of Pennsylvania.
Tax ID #(s): _____ and/or
Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): 0572-H-00036-0000-00 (portions)
0572-H-00034-0000-00 (portions)

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Berkshire Hathaway Licensee(s) (Name) Lynn Banbury
Company License # _____ State License # RS 133902A
Company Address 1679 Washington Rd Direct Phone(s) 412-833-7700 x 283
Pittsburgh, Pa 15228 Cell Phone(s) 412-680-5000
Company Phone 412-833-7700 Email lynnbanbury@tpr.sld.com
Company Fax _____
Broker is (check only one):
 Buyer Agent (Broker represents Buyer only)
 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)

Licensee(s) is (check only one):
 Buyer Agent (all company licensees represent Buyer)
 Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
 Dual Agent (See Dual and/or Designated Agent box below)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

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

Broker (Company) Kellu Williams Licensee(s) (Name) Karen Marshall
Company License # RB 062498P State License # RS 160587
Company Address 1500 Oxford Drive, Suite 300 Direct Phone(s) 724-941-9400 x126
Bethel Park, PA 15102 Cell Phone(s) 412-551-2124
Company Phone 412-831-3800 Email karenmarshall@kw.com
Company Fax 412-831-9964
Broker is (check only one):
 Seller Agent (Broker represents Seller only)
 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)

Licensee(s) is (check only one):
 Seller Agent (all company licensees represent Seller)
 Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
 Dual Agent (See Dual and/or Designated Agent box below)

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: JHW

Seller Initials: KM



1 **1. By this Agreement**, dated 11/10/19,
2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3 **2. PURCHASE PRICE AND DEPOSITS (4-14)**
4 (A) Purchase Price \$ \$320,000

5 (_____ U.S. Dollars), to be paid by Buyer as follows:
6
7 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date,
8 if not included with this Agreement: \$ 6,000
9 2. Additional Deposit within _____ days of the Execution Date: \$ _____
10 3. _____ \$ _____

11 Remaining balance will be paid at settlement.
12 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
13 within 30 days of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal
14 check.

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

20
21 **3. SELLER ASSIST (If Applicable) (1-10)**
22 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
23 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
24 approved by mortgage lender.

25 **4. SETTLEMENT AND POSSESSION (4-14)**

26 (A) Settlement Date is Dec. 31 2019, or before if Buyer and Seller agree.
27 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
28 Buyer and Seller agree otherwise.

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

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

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

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

41
42 (G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
43 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
44 is subject to a lease.

45 (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
46 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement.
47 Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer
48 will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this
49 Agreement.

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

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

52 (A) Written acceptance of all parties will be on or before: _____
53 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
54 essence and are binding.

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

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

61 Buyer Initials: gnit

Seller Initials: DS
11/11/19
11:19 AM EST
dotloop verified

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

65 **6. ZONING (4-14)**

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

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

70 **7. FIXTURES AND PERSONAL PROPERTY (1-17)**

71 (A) INCLUDED in this sale, unless otherwise stated, are all existing items permanently installed in or on the Property, free of liens,
72 and other items including plumbing; heating; gas fireplace logs; radiator covers; lighting fixtures (including chandeliers and ceil-
73 ing fans); pools, spas and hot tubs (including covers and cleaning equipment); electric animal fencing systems (excluding collars);
74 garage door openers and transmitters; television antennas; mounting brackets and hardware for television and sound equipment;
75 unpotted shrubbery, plantings and trees; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences;
76 mailboxes; wall to wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware
77 (including rods and brackets), shades and blinds; awnings; central vacuum system (with attachments); built-in air conditioners;
78 built-in appliances; the range/oven; dishwashers; trash compactors; any remaining heating and cooking fuels stored on the
79 Property at the time of settlement; and, if owned, water treatment systems, propane tanks, satellite dishes and security systems.
80 Unless stated otherwise, the following items are included in the sale, but not in the Purchase Price: auto door opener,
81 dishwasher, disposal, gas stove, Hot tub, microwave, screens,
82 existing window treatments and fixtures

83 (B) The following items are LEASED (not owned by Seller). Contact the provider/vendor for more information (e.g., water treatment
84 systems, propane tanks, satellite dishes and security systems): _____

85 (C) EXCLUDED fixtures and items: _____

86
87 **8. MORTGAGE CONTINGENCY (10-18)**

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

90 ELECTED.

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

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

107 (B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage applica-
108 tion(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case
109 no later than _____.

- 110 1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mort-
111 gage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right
112 to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's
113 mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to
114 make a good faith effort to obtain mortgage financing.
- 115 2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demon-
116 strating lender's conditional or outright approval of Buyer's mortgage application(s):
 - 117 a. Does not satisfy the terms of Paragraph 8(A), OR
 - 118 b. Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be
119 received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writ-
120 ing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other
121 than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employ-
122 ment).

123 Buyer Initials: JAH

Seller Initials: DS
11/11/19
11:19 AM EST
dotloop verified

- 124 3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,
 125 all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer
 126 will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this
 127 Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee
 128 for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation;
 129 (3) Appraisal fees and charges paid in advance to mortgage lender(s).
- 130 (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
 131 LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific
 132 level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The
 133 appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher
 134 or lower than the Purchase Price and/or market price of the property.
- 135 (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
 136 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),
 137 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted
 138 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to Buyer and/or the mortgage
 139 lender(s) to make the above mortgage term(s) available to Buyer.
- 140 (E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage appli-
 141 cation (including payment for and ordering of credit reports without delay) for the mortgage terms and to the mortgage lender(s)
 142 identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any,
 143 otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
 144 Broker for Seller, if any, is permitted to contact the mortgage lender(s) at any time to determine the status of the mortgage loan
 145 application.
- 146 (F) **Buyer will be in default of this Agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or
 147 employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and
 148 ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to
 149 reject, or refuse to approve or issue, a mortgage loan commitment.
- 150 (G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires
 151 repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5
 152 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's
 153 expense.
- 154 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and
 155 agrees to the RELEASE in Paragraph 28 of this Agreement.
 - 156 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5
 157 DAYS, notify Seller of Buyer's choice to:
 - 158 a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will
 159 not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-
 160 Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 - 161 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 162 Paragraph 26 of this Agreement.
- 163 **If Buyer fails to respond** within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to
 164 Seller within that time, **Buyer will accept the Property**, make the required repairs/improvements at Buyer's expense and agree
 165 to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

- 166 (H) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the pur-
 167 chase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer
 168 has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner,
 169 Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than
 170 \$ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of
 171 proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation
 172 is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does
 173 not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the
 174 Property are acceptable.
- 175 **Warning:** Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing
 176 Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department,
 177 makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not
 178 more than two years, or both."
- 179 (I) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**
- 180 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of
 181 getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that
 182 FHA will not perform a home inspection nor guarantee the price or condition of the Property.
- 183 (J) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for
 184 purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in
 185 connection with this transaction is attached to this Agreement.

187 Buyer Initials: GHH

Seller Initials: DS
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188 **9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)**

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

194 **10. SELLER REPRESENTATIONS (4-14)**

195 **(A) Status of Water**

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

198 **(B) Status of Sewer**

199 1. Seller represents that the Property is served by:
200 Public Sewer Community Sewage Disposal System Ten-Acre Permit Exemption (see Sewage Notice 2)
201 Individual On-lot Sewage Disposal System (see Sewage Notice 1) Holding Tank (see Sewage Notice 3)
202 Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
203 None (see Sewage Notice 1) None Available/Permit Limitations in Effect (see Sewage Notice 5)
204

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

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

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

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

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

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

234 **(C) Historic Preservation**

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

237 **(D) Land Use Restrictions**

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

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

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

249 Buyer Initials: gww

Seller Initials: DS
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- 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.

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

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

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

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

(G) **Highway Occupancy Permit**

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

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, **Buyer's failure to exercise any of Buyer's options within the times set forth in this agreement is a Waiver of that contingency and Buyer accepts the Property and agrees to the release in Paragraph 28 of this agreement.**

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

(A) **Rights and Responsibilities**

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
3. **Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.**
4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

(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 non-invasive, 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 and Environmental Inspections)

(C) For elected Inspection(s), Buyer will, within the Contingency Period 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 to Seller, according to the terms of Paragraph 13(B).

311 Buyer Initials: JNH

Seller Initials:


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

313 **Elected** Buyer may conduct an inspection of the Property's structural components; roof; exterior windows and exterior doors; **Waived**
 314 *x gnh* exterior building material, fascia, gutters and downspouts; swimming pools, hot tubs and spas; appliances; electrical
 315 systems; interior and exterior plumbing; public sewer systems; heating and cooling systems; water penetration; elec-
 316 tromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental
 317 hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may
 318 select. If Buyer elects to have a home inspection of the Property, as defined in the Home Inspection Law, the home
 319 inspection must be performed by a full member in good standing of a national home inspection association, or a per-
 320 son supervised by a full member of a national home inspection association, in accordance with the ethical standards
 321 and code of conduct or practice of that association, or by a properly licensed or registered engineer or architect. (See
 322 Notices Regarding Property & Environmental Inspections)

323 **Wood Infestation**

324 **Elected** Buyer may obtain a written "Wood-Destroying Insect Infestation Inspection Report" from an inspector certified as a **Waived**
 325 *x gnh* a wood-destroying pests pesticide applicator and will deliver it and all supporting documents and drawings provid-
 326 ed by the inspector to Seller. The Report is to be made satisfactory to and in compliance with applicable laws, mort-
 327 gage lender requirements, and/or Federal Insuring and Guaranteeing Agency requirements. The Inspection is to be
 328 limited to all readily-visible and accessible areas of all structures on the Property, except fences. If the Inspection
 329 reveals active infestation(s), Buyer, at Buyer's expense, may obtain a Proposal from a wood-destroying pests pes-
 330 ticide applicator to treat the Property. If the Inspection reveals damage from active or previous infestation(s), Buyer
 331 may obtain a written Report from a professional contractor, home inspector or structural engineer that is limited to
 332 structural damage to the Property caused by wood-destroying organisms and a Proposal to repair the Property.

333 **Deeds, Restrictions and Zoning**

334 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**
 335 *x gnh* nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
 336 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking)
 337 is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____
 338

339 **Water Service**

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

344 **Radon**

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

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

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

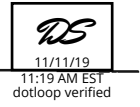
362 **Property and Flood Insurance**

363 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance for **Waived**
 364 *x gnh* the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with
 365 the insurer to assist in the insurance process. If the Property is located in a specially-designated flood zone, Buyer
 366 may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior
 367 to Settlement Date. Revised flood maps and changes to Federal law may substantially increase future flood insur-
 368 ance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood
 369 insurance agents regarding the need for flood insurance and possible premium increases.

370 **Property Boundaries**

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

376 Buyer Initials: *gnh*

Seller Initials: 

377 **Lead-Based Paint Hazards (For Properties built prior to 1978 only)**
 378 **Elected** Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a Waived
 379 risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint haz- gjh
 380 ards. **Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard**
 381 **Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved**
 382 **lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a sep-**
 383 **arate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any**
 384 **lead-based paint records regarding the Property.**

385 **Other**
 386 **Elected** sewer inspection Waived
 387 gjh

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

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

- 392 1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating
- 393 the surface of a structure where it may cause mold and damage to the building's frame.
- 394 2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 395 3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal
- 396 of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsi-
- 397 bility to dispose of them properly.
- 398 4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to
- 399 to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop
- 400 the property would be affected or denied because of its location in a wetlands area.
- 401 5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores,
- 402 pollen and viruses) have been associated with allergic responses.
- 403 6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be
- 404 directed to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., Washington, D.C.
- 405 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health,
- 406 Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health
- 407 and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by
- 408 calling 1-877-724-3258.

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

410 (A) The Contingency Period is 15 days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected
 411 in Paragraph 12(C).

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

- 414 1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer **WILL present all Report(s) in**
 415 **their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in**
 416 **Paragraph 28 of this Agreement, OR**
- 417 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer **WILL present all Report(s) in**
 418 **their entirety to Seller and terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer
 419 according to the terms of Paragraph 26 of this Agreement, OR
- 420 3. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer **WILL present all Report(s) in**
 421 **their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by**
 422 **Buyer.**

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

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

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

432 If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable writ-
 433 ten agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement and the
 434 Negotiation Period ends.

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

- 437 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this
 438 Agreement, OR
- 439 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 440 of Paragraph 26 of this Agreement.

441 **If Buyer and Seller do not reach a mutually acceptable written agreement, and Buyer does not terminate this**

442 **Buyer Initials:** gjh

Seller Initials: DS
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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 28 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 28 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 26 of this Agreement, OR
 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 28 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 26 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 28 of this Agreement.

14. TITLES, SURVEYS AND COSTS (9-18)

- (A) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will order from a reputable title company for delivery to Seller a comprehensive title report on the Property. Upon receipt, Buyer will deliver a free copy of the title report to Seller.
- (B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; **Buyer should consult with a title insurance agent about Buyer's options.** Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.
- (C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (D) 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.
- (E) 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.
- (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 14(E), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement. 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 14(C) items (1), (2), (3) and in Paragraph 14(D).
- (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) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

506 Buyer Initials: JHN

Seller Initials: RS
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- 507 (K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
- 508 Private transfer fee addendum (Par form Ptf) is attached to and made part of this agreement.
- 509 2. Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private
- 510 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
- 511 is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obliga-
- 512 tion to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of
- 513 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
- 514 other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must
- 515 disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the
- 516 Act gives certain rights and protections to buyers.

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

- 518 (A) In the event any notices of public and/or private assessments as described in Paragraph 10(F) (excluding assessed value) are
- 519 received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or
- 520 assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
- 521 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
- 522 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- 523 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
- 524 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
- 525 that Buyer will:
- 526 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
- 527 Paragraph 28 of this Agreement, OR
- 528 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
- 529 Paragraph 26 of this Agreement.

530 **If Buyer fails to respond** within the time stated in Paragraph 15(A)(2) or fails to terminate this Agreement by written notice

531 to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this Agreement.

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

- 537 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy
- 538 of the notice to Buyer and notify Buyer in writing that Seller will:
- 539 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required
- 540 repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
- 541 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
- 542 notify Seller in writing within 5 DAYS that Buyer will:
- 543 (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph
- 544 28 of this Agreement and make the repairs at Buyer's expense after settlement, OR
- 545 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 546 of Paragraph 26 of this Agreement.

547 **If Buyer fails to respond** within the time stated in Paragraph 15(B)(1)(b) or fails to terminate this Agreement by written

548 notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 28 of this

549 Agreement, and **Buyer accepts the responsibility to perform the repairs/improvements** according to the terms of the

550 notice provided by the municipality.

- 551 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph,
- 552 Seller will perform all repairs/improvements as required by the notice at Seller's expense. **Paragraph 15(B)(3) will survive**
- 553 settlement.

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

- 555 (A) Property is NOT a Condominium or part of a Planned Community unless checked below.
- 556 CONDOMINIUM. The Property is a unit of a condominium that is primarily run by a unit owners' association. Section 3407
- 557 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of
- 558 the condominium declaration (other than plats and plans), the bylaws and the rules and regulations of the association.
- 559 PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by
- 560 the Uniform Planned Community Act. Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the declaration
- 561 (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions
- 562 set forth in Section 5407(a) of the Act.

- 563 (B) **THE FOLLOWING APPLIES TO INITIAL SALES OF PROPERTIES THAT ARE PART OF A CONDOMINIUM OR A**
- 564 **PLANNED COMMUNITY:**
- 565 If this is the first sale of the property after creation of the condominium or planned community (therefore a sale by the Declarant),
- 566 Seller shall furnish Buyer with a Public Offering Statement no later than the date Buyer executes this Agreement. Buyer may void
- 567 this Agreement within 15 days (if a condominium) or within 7 days (if part of a planned community) after receipt of the Public

568 Buyer Initials: GNH

Seller Initials: DS



569 Offering Statement or any amendment to the Statement that materially and adversely affects Buyer. Upon Buyer declaring this
570 Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 26 of this Agreement.

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

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

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

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

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

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

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

- 597 1. Repair or replace that part of the Property before settlement, OR
- 598 2. Provide prompt written notice to Buyer of Seller's decision to:
 - 599 a. Credit Buyer at settlement for the fair market value of the failed part of the Property, as acceptable to the mortgage lender,
 - 600 if any, OR
 - 601 b. Not repair or replace the failed part of the Property, and not credit Buyer at settlement for the fair market value of the failed
 - 602 part of the Property.
- 603 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
- 604 fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date,
- 605 whichever is earlier, that Buyer will:
 - 606 a. Accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 - 607 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 - 608 Paragraph 26 of this Agreement.

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

611 (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
612 replaced prior to settlement, Buyer will:

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

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

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

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


623 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
624 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

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

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

629 Buyer Initials: GHH

Seller Initials:


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

- 631 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
- 632 laws of the Commonwealth of Pennsylvania.
- 633 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by
- 634 either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
- 635 Pennsylvania.

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

637 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
638 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
639 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
640 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
641 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-
642 ation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer
643 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,
644 you may be held liable for the tax.

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

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

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

- 651 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their
- 652 licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this
- 653 Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations,
- 654 covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This
- 655 Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- 656 (B) Unless otherwise stated in this Agreement, **Buyer has inspected the Property** (including fixtures and any personal property
- 657 specifically listed herein) **before signing this Agreement or has waived the right to do so, and agrees to purchase the Property**
- 658 **IN ITS PRESENT CONDITION**, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
- 659 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the struc-
660 tural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of con-
661 ditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems con-
662 tained therein.
- 663 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- 664 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

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

- 666 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
- 667 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
- 668 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- 669 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
- 670 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- 671 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
- 672 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- 673 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
- 674 Broker how to distribute some or all of the deposit monies.
- 675 3. According to the terms of a final order of court.
- 676 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
- 677 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
- 678 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
- 679 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
- 680 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
- 681 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
- 682 subject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request
- 683 for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer
- 684 and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to
- 685 any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based
- 686 upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights
- 687 to pursue litigation even after a distribution is made.

688 Buyer Initials: GHH

Seller Initials: DS



- 689 (D) Buyer and Seller agree that a Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 26 or Pennsylvania
- 690 law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit
- 691 monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- 692 (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
- 693 1. Fail to make any additional payments as specified in Paragraph 2, OR
- 694 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's
- 695 legal or financial status, OR
- 696 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- 697 (F) **Unless otherwise checked in Paragraph 26(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
- 698 1. On account of purchase price, OR
- 699 2. As monies to be applied to Seller's damages, OR
- 700 3. ~~As liquidated damages for such default.~~
- 701 (G) **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED**
- 702 **DAMAGES.**
- 703 (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 26(F) or (G), Buyer
- 704 and Seller are released from further liability or obligation and this Agreement is VOID.
- 705 (I) Brokers and licensees are not responsible for unpaid deposits.

706 **27. MEDIATION (1-10)**

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

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

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

724 **29. REAL ESTATE RECOVERY FUND (1-18)**

725 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
726 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
727 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
728 3658.

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

- 730 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
- 731 and Closing Disclosure(s) upon receipt.
- 732 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
- 733 satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to**
- 734 **Paragraph 16.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
- 735 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
- 736 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
- 737 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
- 738 Seller, unless otherwise agreed to by the parties.

739 Buyer Initials: gnt

Seller Initials: 
11/11/19
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740 **31. HEADINGS (4-14)**

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

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

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

- 745 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 746 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 747 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 748 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 749 Appraisal Contingency Addendum (PAR Form ACA)
- 750 Short Sale Addendum (PAR Form SHS)
- 751 _____
- 752 _____
- 753 _____

754 (B) **Additional Terms:**

- 755 ① In the event the home inspection uncovers issues that far
756 exceed \$5000, the buyer will not be obligated to buy the
757 property.
- 758 ② The re-zoning of the tax parcels the house sits upon does not
759 prevent the house from being used as a private school. (R-1 to SP)
- 760 ③ The tax parcels the house sits upon, 0572-H-00036-0000-00
761 and 0572-H-00034-0000-00 are both adjusted to create a
762 new lot size of 175' by 320' by 175' by 320'. to be sold with
763 the house and must be legally subdivided by the time
764 of closing. (attached drawing)

765 4. seller is only responsible for up to 5000 for repairs. Buyer and seller shall have the right to re-negotiate or terminate agreement.

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

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



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

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

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

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

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

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

782 **BUYER** Jennifer H. Howe, TRUSTEE **DATE** 11-10-19

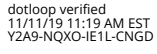
783 **BUYER** _____ **DATE** _____

784 **BUYER** _____ **DATE** _____

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

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

787 **SELLER** David Speer **DATE** _____



788 **SELLER** _____ **DATE** _____

789 **SELLER** _____ **DATE** _____

Mindy Bello, Transaction Specialist

L

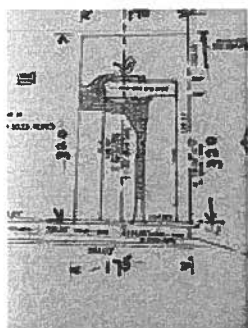
Sent from my iPhone

7 PM EST

Subject: Mayview Offer

11/06/2019

2 attachments



map for school property.JPG
105K



image001.png
6K

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials [Signature] Page 1

WPML SELLER DISCLOSURE STATEMENT

[Signature] Buyer Initials

SELLER INFORMATION

Seller(s) Name(s): Mayview Professional LLC

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Property Address (Mailing Address and Municipality of Property) (hereinafter referred to as the "Property"): 1782 Mayview Road, Bridgeville, PA 15017

Approximate age of Property: _____ Years Seller has owned Property: _____

NOTICE TO PARTIES

A Seller must comply with the Seller Disclosure Law and disclose to a Buyer all known material defects about the Property being sold that are not readily observable. This document must be completed by the Seller and each page initialed by the Buyer and Seller following their review. This Disclosure Statement is designed to assist the Seller in complying with disclosure requirements and to assist the Buyer in evaluating the Property being considered. This form is to be completed by every non-exempt Seller, even if the Seller does not occupy or never occupied the property. The compliance provisions are generally described in paragraphs 19 and 21 below.

The Real Estate Seller Disclosure Law requires that before an Agreement of Sale is signed, the Seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law, 68, P.S. §7301 et seq. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved. The law defines a number of exceptions where the disclosures do not have to be made, and these exceptions are as follows:

- 1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership, or other association to its shareholders, partners, or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship, or trust.
10. Transfers of new construction that has never been occupied when:
a. The buyer has a warranty of at least one year covering the construction;
b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

Except where these exceptions apply, the Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law as they may be amended and is required to make disclosures in accordance with the provisions of the Law. Although there are exceptions to the requirements of the Seller Disclosure Law, certain disclosures may still be required under Common Law.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the Buyer may wish to obtain. This Statement is not a warranty of any kind by the Seller or a warranty or representation by the West Penn Multi-List, Inc., any listing real estate broker, any selling real estate broker, or their agents. The Buyer is encouraged to address concerns about any condition of the Property that may not be included in this statement with the Seller and/or by and through an appropriate inspection. This Statement does not relieve the Seller of the obligation to disclose a material defect that may not be addressed on this form.

This form is intended to assist Sellers in complying with the disclosure requirements and/or to assist Buyers in evaluating the property being considered. As such, certain information may be beyond the basic disclosure requirements found in the Law. A Seller who wishes to review the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. In any event, Seller(s) must disclose all known material defects with the property.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is an issue/problem with the Property or any portion of it that would have a significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND OR PROPERTY. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect. When completing this form, check "yes," "no," "unknown (unk)," or "not applicable (N/A)" for each question. If a question does not apply to the property, "N/A" should be selected. "Unknown (unk)" should only be checked when the question does apply to the property but the Seller is uncertain of the answer.

1. SELLER'S EXPERTISE

Table with 2 columns: Yes, No. Rows a, b, c.

- (a) Does the Seller possess expertise in contracting, engineering, architecture, environmental assessment, or other areas related to the construction and conditions of the property and its improvements?
(b) Is the Seller the landlord for the property?
(c) Is the Seller a real estate licensee?

Explain any "yes" answers in section 1: _____

2. IDENTITY OF INDIVIDUAL COMPLETING THIS DISCLOSURE

Table with 3 columns: Yes, No, Unk. Rows 1-5.

- Is the individual completing this form:
1. The Owner
2. The Executor/trx of an Estate
3. The Administrator of an Estate
4. The Trustee
5. An individual holding Power of Attorney

3. OWNERSHIP/OCCUPANCY

Table with 3 columns: Yes, No, Unk. Rows a-g.

- (a) Do you, the Seller, currently occupy this Property? If "no," when did you last occupy the Property? _____ (Year)
(b) Is the Property zoned for single-family residential use?
(c) Will a Certificate of Occupancy be required by the municipality and/or government unit?
(d) Are you aware of any pets having lived in the house or other structures during your ownership?
(e) If the Seller was not the most recent occupant of the property, when did the Seller last occupy the property? _____
(f) When was the property purchased by Seller?
(g) Are you aware of the Zoning Classification? If "yes," what is the Zoning Classification? _____

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Seller Initials [Signature]

WPML SELLER DISCLOSURE STATEMENT

[Signature]

Buyer Initials

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4. ROOF & ATTIC

Table with 3 columns: Yes, No, Unk. Rows a, b, c, d.

Explain any "yes" answers by including specific information on the location of the problem/issue and a description of any repair efforts...

- (a) Date roof was installed: Do you have documentation? Yes No
(b) Has the roof been replaced, repaired, or overlaid during your ownership?
(c) Has the roof ever leaked during your ownership?
(d) Do you know of any current or past problems with the roof, attic, gutters, or downspouts?

5. SUMP PUMPS, BASEMENTS, GARAGES, AND CRAWL SPACES

Table with 4 columns: Yes, No, Unk, N/A. Rows a, b, c, d, e, f, g, h, i.

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts...

- (a) Does the Property have a sump pump, or grinder pump?
(b) Does the property have a sump pit? If so, how many? Where are they located?
(c) Are you aware of sump pumps ever being required to be used at this property?
(d) If there is a sump pump at this address, is the sump pump in working order?
(e) To your knowledge, if there is a sump pump, has the sump pump been required to operate for any length of time?
(f) Are you aware of any water leakage, accumulation, or dampness within the basement, garage, or crawl space?
(g) Do you know of any repairs or other attempts to control any water or dampness problem(s) in the basement, garage, or crawl space?
(h) Are the downspouts or gutters connected to a public system?
(i) Does the property have a grinder pump? If so, how many? Where are they located?

6. TERMITES, WOOD-DESTROYING INSECTS, DRY ROT, PESTS

Table with 3 columns: Yes, No, Unk. Rows a, b, c, d.

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts...

- (a) Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the property?
(b) Are you aware of any damage to the property caused by termites, wood-destroying insects, dry rot, or pests?
(c) Is the property currently under contract by a licensed pest control company?
(d) Are you aware of any termite, pest control reports, or treatments to the property?

For purposes of this section, the reference to "pest" is to any insect, rodent, or other creature that has caused damage to, infiltrated and/or threatened to damage the property.

7. STRUCTURAL ITEMS

Table with 3 columns: Yes, No, Unk. Rows a, b, c, d, e, f, g, h, i.

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts...

- (a) Are you aware of any past or present water leakage in the house or other structure in areas other than the roof, basement, and/or crawl spaces?
(b) Are you aware of any past or present movement, shifting, infiltration, deterioration, or other problem with walls, foundations, or other structural components?
(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Property?
(d) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?
(e) Are you aware of any problem with the use or operation of the windows?
(f) Are you aware of defects (including stains) in flooring or floor coverings?
(g) Has there ever been fire damage to the Property?
(h) Are you aware of any past or present water or ice damage to the Property?
(i) Is the property constructed with an exterior insulating finishing system (known as "EIFS"), such as synthetic stucco, dryvit, or other similar material?

If "yes," provide the installation date:

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8. ADDITIONS/REMODELING

Yes No Unk grid

(a) Have you made any additions, structural changes, or other alterations to the property during your ownership?

Table with 4 columns: If "yes," list additions, structural changes, or alterations; Approximate date of work; Were permits obtained?; Were final inspections/approvals obtained (Yes/No/Unknown)

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et. seq. (effective 2004), and local codes establish standards for building or altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if they were obtained.

b grid

(b) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?

c grid

(c) Did any former owners of the Property make any additions, structural changes, or other alterations to the Property? If "yes," please identify the work that was done and indicate whether all necessary permits and approvals were obtained along with compliance with building codes:

9. WATER SUPPLY

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair(s) or remediation efforts, on the lines below:

Grid for water supply questions with Yes, No, Unk, N/A columns

- (A) Source: 1. Public Water, 2. A well on the property, 3. Community Water, 4. No Water Service (explain), 5. Other (explain); (B) Bypass valve; (C) General: 1. Does the property have a water softener, filter, or other type of treatment system? 2. Have you ever experienced a problem of any nature with your water supply? 3. If the property has a well, do you know if the well has ever run dry? 4. Is there a well on the property not used as the primary source of drinking water? 5. Is the water system on this property shared? 6. Are you aware of any leaks or other problems, past or present, related to the water supply, pumping system, well, and related items? 7. Are you aware of any issues/problems with the water supply or well as the result of drilling (for oil, gas, etc.) on the property? 8. Are you aware of any issues/problems with the water supply or well as the result of drilling (for possible oil and gas or any other substance) on any surrounding properties? 9. If your drinking water source is not public: When was your water last tested? Date (a) Was the test documented? (b) What was the result of the test?

10. SEWAGE SYSTEM

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

Grid for sewage system questions with Yes, No, Unk, N/A columns

- (A) What is the type of sewage system? 1. Public Sewer, 2. Individual on-lot sewage system, 3. Individual on-lot sewage system in proximity to well, 4. Community sewage disposal system, 5. Ten-acre permit exemption, 6. Holding tank, 7. Cesspool, 8. Septic tank, 9. Sand mound, 10. None, 11. None available/permit limitations in effect, 12. Other. If "other," please explain:

Note to Seller and Buyer: If this Property is not serviced by a community sewage system, The Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with provisions of the Act. A Sewage Facilities Disclosure of the type of sewage facility must be included in every Agreement of Sale.

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10. SEWAGE SYSTEM (continued)

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

Table with 4 columns: Yes, No, Unk, N/A. Rows 1-5.

(B) Miscellaneous

- 1. Is there a sewage pump?
2. If there is a sewage pump, is the sewage pump in working order?
3. When was the septic system, holding tank, or cesspool last serviced?
4. Is the sewage system shared? If "yes," please explain:
5. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? If "yes," please explain:

11. PLUMBING SYSTEM

Table with 3 columns: Yes, No, Unk. Rows 1-7, B, 1.

(A) Type of plumbing:

- 1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Mixed
7. Other. If "other," please explain:

(B) Known problems

- 1. Are you aware of any problems with any of your plumbing fixtures (including but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? If "yes," please explain:

12. DOMESTIC WATER HEATING

Table with 3 columns: Yes, No, Unk. Rows 1-7, B, 1, 2.

(A) Type of water heating:

- 1. Electric
2. Natural Gas
3. Fuel Oil
4. Propane
5. Solar
6. Summer/Winter Hook-Up
7. Other. If "other," please explain:

(B) Known problems and age

- 1. Are you aware of any problems with any water heater or related equipment? If "yes," please explain:
2. If a water heater is present, what is its age?

13. AIR CONDITIONING SYSTEM

Table with 3 columns: Yes, No, Unk. Rows 1-8.

(A) Type of air conditioning:

- 1. Central electric
2. Central gas
3. Wall Units
4. None
5. Number of window units included in sale: Location(s):
6. List any areas of the house that are not air conditioned:
7. Age of Central Air Conditioning System: Date last serviced, if known:

8. Are you aware of any problems with any item in this section? If "yes," explain: Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

14. HEATING SYSTEM

Table with 3 columns: Yes, No, Unk. Rows 1-9, B, 1-4.

(A) Type(s) of heating fuel(s) (check all that apply):

- 1. Electric
2. Fuel Oil
3. Natural Gas
4. Propane
5. Coal
6. Wood
7. Pellet
8. Other. If "other," please explain:
9. Are you aware of any problems with any item in this section? If "yes," please explain:

(B) Type(s) of heating system(s) (check all that apply):

- 1. Forced Hot Air
2. Hot Water
3. Heat Pump
4. Electric Baseboard

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14. HEATING SYSTEM (continued)

Table with columns Yes, No, Unk and rows 5, 6, 7, C, D, E, F, 1, 2, 3, G, 1, 2, H, 1, 2, I

- 5. Steam
6. Wood Stove (How many? ...)
7. Other
(C) Age of Heating System:
(D) Date last serviced, if known:
(E) List any areas of the house that are not heated:
(F) Are there any fireplaces? How many?
1. Are all fireplace(s) working?
2. Fireplace types (woodburning, gas, electric, etc.)?
3. Were the fireplaces installed by a professional contractor or manufacturer's representative?
(G) Are there any chimneys (from a fireplace, water heater, or any other heating system)?
1. How many chimney(s)? When were they last cleaned?
2. Are the chimney(s) working? If "no," explain:
(H) Are you aware of any heating fuel tanks on the Property?
1. If "yes," please describe the location(s), including underground tank(s):
2. If you do not own the tank(s), explain:
(I) Are you aware of any problems or repairs needed regarding any item in this section? If "yes," please explain:

15. ELECTRICAL SYSTEM

Table with columns Yes, No, Unk and rows A, 1, 2, 3, 4

- (A) Type of electrical system:
1. Fuses
2. Circuit Breakers - How many amps?
3. Are you aware of any knob and tube wiring in the home?
4. Are you aware of any problems or repairs needed in the electrical system?
If "yes," please explain:

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE):

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Table with columns Yes, No, Unk and rows A, 1, B, 1, C, 1, D, E, 1, 2, F, 1, 2, G, 1, 2, 3, 4, 5, 6, 7, H, 1, I, J, K, L, M, N, O, P, Q, 1

- (A) Electric garage door opener. Number of transmitters:
1. Are the transmitters in working order?
(B) Keyless entry?
1. Is the system in working order?
(C) Smoke detectors? How many?
1. Location of smoke detectors:
(D) Carbon Monoxide and/or other detectors? Identify other types of detectors, if applicable, and their location(s):
(E) Security Alarm system?
1. If "yes," is system owned?
2. Is system leased? If system is leased, please provide lease information:
(F) Lawn sprinkler system?
1. Number of sprinklers: Automatic timer?
2. Is the system in working order?
(G) Swimming Pool?
1. Is it in ground?
2. Is it out of ground?
3. Other (please explain):
4. Pool heater?
5. In working order?
6. Pool cover?
7. List all pool equipment:
(H) Spa/Hot Tub/Whirlpool Tub/Other similar equipment? Explain:
1. Are there covers available?
(I) Refrigerator?
(J) Range/Oven?
(K) Microwave?
(L) Convection Oven?
(M) Dishwasher?
(N) Trash Compactor?
(O) Garbage Disposal?
(P) Freezer?
(Q) Are the items in this sections (H) - (P) in working order? If "no," please explain:
1. Please also identify the location if these items are not in the kitchen.

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[Handwritten initials]

Buyer Initials

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16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE) (continued):

Table with 3 columns: Yes, No, Unk. Rows include R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD.

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. (R) Washer? 1. Is it in working order? (S) Dryer? 1. Is it in working order? (T) Intercom system? 1. Is it in working order? (U) Ceiling fans? Number of ceiling fans: 1. Are they working order? 2. Location of ceiling fans: (V) Awnings? (W) Attic Fan(s) (X) Exhaust Fans? (Y) Storage Shed? (Z) Deck? (AA) Any type of invisible animal fence? (BB) Satellite dish? (CC) Describe any equipment, appliance or items not listed above: (DD) Are any items in this section in need of repair or replacement? If "yes," please explain:

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES)

Table with 3 columns: Yes, No, Unk. Rows include A, B, C, D.

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary. (A) Are you aware of any fill or expansive soil on the Property? (B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or that affect the Property? (C) Are you aware of any existing or proposed mining, strip mining, or any other excavations that might affect this Property? (D) Do you currently have a flood insurance policy on this property?

NOTE TO BUYER: THE PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND INFORMATION ON MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH: DEPARTMENT OF ENVIRONMENTAL PROTECTION, MINE SUBSIDENCE INSURANCE FUND, 25 TECHNOLOGY DRIVE, CALIFORNIA TECHNOLOGY PARK, COAL CENTER, PA 15423, 1-800-922-1678 OR 724-769-1100.

Table with 3 columns: Yes, No, Unk. Rows include E, F, G.

(E) To your knowledge, is the Property, or part of it, located in a flood zone or wetlands area? (F) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties? (G) Do you know of encroachments, boundary line disputes, rights of way, or easements?

Note to Buyer: Most properties have easements running across them for utility services and other reasons, in many cases, the easements do not restrict the ordinary use of the Property, and the Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the Property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the County before entering into an agreement of sale.

Table with 3 columns: Yes, No, Unk. Rows include H, I, J, K, 1, 2, 3, 4, L, M, N, O, P, 1, 2.

(H) Are you aware of any shared or common areas (i.e., driveways, bridges, docks, walls, etc.) or maintenance agreements? (I) Do you have an existing survey of the Property? If "yes," has the survey been made available to the Listing Real Estate Broker? (J) Does the Property abut a public road? If not, is there a recorded right-of-way and maintenance agreement to a public road? (K) Is the Property, or a portion of it, preferentially assessed for tax purposes or subject to limited development rights? If "yes," check all that apply: 1. Farmland and Forest Land Assessment Act - 72 P.S. § 5490.1 et seq. (Clean and Green Program) 2. Open Space Act - 16 P.S. § 11941 et seq. 3. Agricultural Area Security Law - 3 P.S. § 901 et seq. (Development Rights) 4. Other: (L) Has the property owner(s) attempted to secure mine subsidence insurance? (M) Has the property owner(s) obtained mine subsidence insurance? Details: (N) Are you aware of any sinkholes that have developed on the property? (O) Do you know the location and condition of any basin, pond, ditch, drain, swell, culvert, pipe, or other man-made feature of land that temporarily or permanently conveys or manages stormwater for the property? (P) If the answer to subparagraph (O) above is "yes," 1. Is the owner of the property responsible for the ongoing maintenance of the stormwater facility? 2. Is the maintenance responsibility with another person or entity?

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Seller Initials: [Signature]

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Buyer Initials: [Signature]

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17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES) (continued)

Table with 3 columns: Yes, No, Unk. Row Q is empty.

(Q) If the maintenance responsibility referenced in subparagraph (P) above is with another person or entity, please identify that person or entity by name and address, and also identify any documents the Owner believes establish this maintenance responsibility.

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the Property. Explain any "yes" answers in this section:

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

Table with 5 columns: Yes, No, Unk, N/A. Rows A-H with corresponding questions about underground tanks, hazardous substances, sewage sludge, mold, etc.

Table with 4 columns: DATE INSTALLED, TYPE OF SYSTEM, PROVIDER, WORKING ORDER (Yes/No). Row I with question about radon removal system.

Table with 5 columns: Yes, No, Unk, N/A. Rows J, K, L, M with questions about lead-based paint and other hazardous substances.

Details:

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination, lead-based paint, or other environmental concerns. If mold contamination, indoor air quality, lead-based paint, or any other type of environmental issue is a concern, Buyers are encouraged to engage the services of a qualified professional to do testing.

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE)

Table with 3 columns: Yes, No, Unk. Rows 1-4 for association types.

(A) Please indicate whether the property is part of a: 1. Condominium Association, 2. Cooperative Association, 3. Homeowners Association or Planned Community, 4. Other: If "other," please explain:

NOTICE TO BUYER: Notice regarding condominiums, cooperatives, and homeowners' associations: According to Section 3407 of the Uniformed Condominium Act (68 Pa.C.S. §3407) (Relating to resales of units) and 68 Pa. C.S. §4409 (Relating to resales of cooperative interests) and Section 5407 of the Uniform Planned Community Act (68 Pa.C.S.A. 5407), a Buyer of a resale Unit must receive a Certificate of Resale issued by the Association.

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials [Signature]

WPML SELLER DISCLOSURE STATEMENT

[Signature]

Buyer Initials

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19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE) (continued)

Table with 3 columns: Yes, No, Unk. Rows 1-6.

- (B) Damages/Fees/Miscellaneous Other
1. Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?
2. Do you know of any condition or claim which may result in an increase in assessments or fees?
3. What are the current fees for the Association(s)?
4. Are the Association fees paid? Monthly Quarterly Annually Other
5. Are there any services or systems that the Association or Community is responsible for supporting or maintaining?
6. Is there a capital contribution or initiation fee? If so, how much is said fee?

If your answer to any of the above is "yes," please explain each answer:

20. MISCELLANEOUS

Table with 3 columns: Yes, No, Unk. Rows A-F.

- Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.
(A) Are you aware of any existing or threatened legal action affecting the Property?
(B) Do you know of any violations of federal, state, or local laws or regulations relating to this Property?
(C) Are you aware of any public improvement, condominium, or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety, or fire ordinances that remain uncorrected?
(D) Are you aware of any judgment, encumbrances, lien (for example, carmaker or equity loan), or other debt against this Property that cannot be satisfied by the proceeds of this sale?
(E) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Property?
(F) Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

A material defect is an issue/problem with the Property or any portion of it that would have significant adverse impact on the value of the residential real Property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect.

Table with 3 columns: Yes, No, Unk. Rows G-J.

- (G) Are you aware if the sale of this property would be subject to the provisions of the Foreign Investment in Real Property Tax Act, 26 U.S.C. §1445, as may be amended, which provides that a Buyer must withhold ten (10%) percent of the amount realized by a foreign Seller from the sale of an interest in U.S. Real Property? If the Seller is a foreign person and the Buyer fails to withhold this amount, the Buyer may be held liable for the tax.
(H) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?
(I) Are you aware of any insurance claims filed relating to the Property?
(J) Is there any additional information that you feel you should disclose to a prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g. zoning violation, set-back violations, zoning changes, road changes, pending land use appeals, pending municipal improvements, pending tax assessment appeals, etc.?

If any answer in this section is "yes," explain in detail:

Table with 3 columns: Yes, No, Unk. Rows K-L.

- (K) Have you ever attempted to obtain insurance of any nature for the property and were rejected?
(L) Are you aware of a lease of the oil, gas, or mineral rights being agreed to for this particular property?

Explain any "yes" answers by including specific information concerning the lease agreement(s) as well as the lease terms:

Table with 3 columns: Yes, No, Unk. Rows M-O.

- (M) Are you aware if any drilling has occurred on this property?
(N) Are you aware if any drilling is planned for this property?
(O) Are you aware if any drilling has occurred or is planned to occur on nearby property?

If the answer is "yes" to any of these items, please explain:

Table with 3 columns: Yes, No, Unk. Rows P-6.

- (P) Are you aware of the transfer, sale, and/or lease of any of the following property rights, whether said transfer was by you or a prior Owner of the property?
1. Natural Gas
2. Coal
3. Oil
4. Timber
5. Other minerals or rights such as hunting rights, quarrying rights, or farming rights
6. Have you been approached by an Oil & Gas Company to lease your OGM rights?
If "yes," please provide the name of the company:

If the answer is "yes" to any of these items, please explain:

Buyer(s) acknowledge their right to investigate any of the rights or issues described within this Seller Disclosure Statement prior to signing or entering into the Agreement of Sale. The Buyer(s) acknowledge they have the option or right to investigate the status of any of the property rights by, among other means, obtaining a title examination of unlimited years, engaging legal counsel, conducting a search of the public records in the County Office of the Recorder of Deeds and elsewhere. Buyer(s) also expressly acknowledge the right to investigate the terms of any existing Leases to determine if the Buyer may be subject to the terms of these Leases. Please explain any "Yes" answers in Section 20 above.

A WEST PENN MULTI-LIST, INC. SELLER DISCLOSURE FORM IS REQUIRED TO BE COMPLETED AND SIGNED BY THE SELLER(S)

Seller Initials [DS]

WPML SELLER DISCLOSURE STATEMENT [JAH]

Buyer Initials

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21. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW

In Pennsylvania, a Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law. These requirements are generally described in the notice found on the first page of this document. This law requires the Seller in a residential transfer of real estate to make certain disclosures regarding the property to potential Buyers. The notice is to be provided in a form defined by law and is required before an agreement of sale is signed. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where not less than one (1) and not more than four (4) residential dwelling units are involved. In transactions involving a condominium, homeowners association, or cooperative, the disclosure is to specifically refer to the Seller's Unit. Disclosure regarding common areas or facilities within such associations are not specifically required in this Disclosure Statement. However, compliance with the requirements that govern the resale of condominium, homeowner association, and cooperative interests is required as defined by the Uniform Condominium Act of Pennsylvania, the Uniform Planned Community Act of Pennsylvania, and/or the Real Estate Cooperative Act as such Act may be amended.

Seller(s) shall attach additional sheets to this Disclosure Statement if additional space is required for their answer to any section herein and these sheets are considered part of this Disclosure Statement. The undersigned Seller(s) represents that the information set forth in this Disclosure Statement is accurate and complete to the best of the Seller's knowledge. The Seller hereby authorizes the Listing Broker to provide this information to prospective Buyers of the Property and to other real estate agents. THE SELLER ALONE IS RESPONSIBLE FOR THE COMPLETION AND ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. The Broker, Agent, and/or West Penn Multi-List, Inc. are not responsible for the information contained herein. THE SELLER SHALL CAUSE THE BUYER TO BE NOTIFIED IN WRITING OF ANY INFORMATION SUPPLIED ON THIS FORM WHICH IS RENDERED INACCURATE BY A CHANGE IN THE CONDITION OF THE PROPERTY FOLLOWING THE COMPLETION OF THIS FORM. THE SELLER SHALL PROMPTLY NOTIFY THE BUYER OF ANY SUCH CHANGES IN THE CONDITION OF THE PROPERTY.

West Penn Multi-List, Inc. has not participated, in any way, in providing information in this statement. Seller is responsible to complete this form in its entirety. Every Seller signing a Listing Contract must sign this statement.

SELLER [] DATE []
SELLER [] DATE []
SELLER [] DATE []

EXECUTOR, ADMINISTRATOR, TRUSTEE, COURT APPOINTED GUARDIAN, RECORDED POWER OF ATTORNEY*

The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

[] DATE []
[] DATE []

Please indicate capacity/title of person signing and include documentation.

CORPORATE LISTING

The undersigned has never occupied the Property. Any information contained in this Disclosure Statement was obtained from third-party sources and Buyer should satisfy himself or herself as to the condition of the Property.

[] DATE 10-8-19

Please indicate capacity/title of person signing and include documentation.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement and that the representations made herein have solely been made by the Seller(s). The Buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the Buyer is purchasing this Property in its present condition. It is the Buyer's responsibility to satisfy himself or herself as to the condition of the Property. The Buyer may request that the Property be inspected, at the Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER [Jennifer H. ... TRUSTEE] DATE 11-10-19
BUYER [] DATE []
BUYER [] DATE []

* The undersigned has never occupied the property and lacks personal knowledge necessary to complete this Seller Disclosure. However, in the event that the individual completing this form does have such knowledge necessary to complete the form, this fact should be disclosed and the form completed. Individuals holding a Power of Attorney must complete this document based upon the Principal's knowledge. If the Principal is unable to complete the form, an Addendum should be completed and attached to explain the circumstances. The holder of the Power of Attorney must disclose defects of which they have knowledge.

WEST PENN MULTI-LIST, INC. RESIDENTIAL DISCLOSURE FORM FOR PROPERTIES BUILT PRIOR TO 1978 DISCLOSING INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Rev 4/12

PROPERTY ADDRESS: 1782 Mayview Road, Bridgeville, PA 15017

(Complete Street, City and ZIP code)

SELLER'S NAME

Mayview Professional LLC

This form must be completed for any property built prior to 1978 AND INITIALED IN EACH BOX BELOW AS APPROPRIATE

A. LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase. NOTICE: The inspection referenced herein must be performed by an inspector who is properly certified as required by Federal Law.

B. SELLER'S DISCLOSURE

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

Grid boxes for presence of lead-based paint

(a) Known lead-based paint and/or lead-based paint hazards are present in or about the Property (if so, provide the basis for determining that lead-based paint and/or lead-based hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning the seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property):

Grid boxes for seller's knowledge

(b) Seller has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

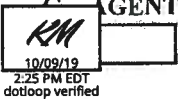
Grid boxes for records and reports

(a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the Property (list documents):

Grid boxes for records and reports (checked)

(b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

C. AGENT ACKNOWLEDGEMENT AND CERTIFICATION



Agent/Licensee has informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act, 42 U.S. §4852(d), and is aware of Agent's responsibility to ensure such compliance. The Agent/Licensee has informed Seller of the obligation to provide the Buyer with a Federally-approved pamphlet on lead poisoning prevention and the approved pamphlet has been presented to the Buyer prior to the Buyer signing the Acknowledgement set forth below.

The following have reviewed the information above and certify that the Agent statements are true and correct to the best of their knowledge and belief. Seller Agent and Buyer Agent must both sign and date this form.

BROKER FOR SELLER (Company Name) Keller Williams Realty

AGENT/LICENSEE Karen Marshall DATE

BROKER FOR BUYER (Company Name)

AGENT/LICENSEE DATE

D. BUYER'S ACKNOWLEDGMENT

Grid boxes for buyer's acknowledgment

Buyer has received the pamphlet Protect Your Family from Lead in Your Home and has read the Lead Warning Statement.

Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified above.

Buyer has (initial (i) or (ii) below):

Grid box (i)

received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the premises of lead-based paint and/or lead-based paint hazards; or

Grid box (ii)

waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

E. CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information They have provided is true and accurate.

Seller Date 10-9-19

Buyer Jennifer H. Howe, TRUSTEE Date 11-10-19

Seller Date

Buyer Date

Agent Karen Marshall Date

Agent Date

OIL, GAS AND MINERAL RIGHTS/INTERESTS ADDENDUM TO AGREEMENT OF SALE OGM

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

PROPERTY 1782 Mayview Road, Bridgeville, PA 15017

SELLER Mayview Professional LLC

BUYER _____

1. TITLE

Notwithstanding Paragraph 17 of the Agreement of Sale, Seller will not warrant title to any oil, gas and/or mineral rights/interests, regardless of whether they are conveyed, excepted or reserved. Buyer is advised to conduct an investigation as to the history of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests pertaining to the Property

2. EXCEPTION (IF APPLICABLE)

(A) Buyer is aware that the following oil, gas and/or mineral rights/interests have been previously leased, assigned, sold or otherwise conveyed by Seller or a previous owner of the Property (exceptions) and cannot be transferred to Buyer:

(B) Buyer acknowledges that Seller may not own 100% of all oil, gas and/or mineral rights/interests to the Property and agrees that, notwithstanding Paragraph 17 of the Agreement of Sale, Buyer will accept only the rights/interests and title that Seller is able to convey, free and clear of all other liens, encumbrances, and easements, subject to the exceptions referenced above.

3. TITLE SEARCH CONTINGENCY

(A) Buyer understands and acknowledges that the warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests that have been excepted. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

(B) Buyer may elect, at Buyer's expense, to conduct an investigation of the history of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests to the Property to be performed by a properly licensed or otherwise qualified professional.
 WAIVED. Buyer understands and acknowledges that Seller may not own all oil, gas and/or mineral rights/interests to the Property and that Buyer has the option to make this Agreement contingent on receiving a certain interest in the oil, gas and/or mineral rights/interests. BUYER WAIVES THIS OPTION and agrees to the RELEASE in Paragraph 28 of the Agreement of Sale.

ELECTED. Investigation Period: _____ days (60 if not specified) from the Execution Date of the Agreement of Sale.

1. Within the Investigation Period, Buyer will have completed an investigation of the ownership rights/interests and status of the oil, gas and/or mineral rights/interests to the Property. Buyer will pay for any and all costs associated with the title search.

2. If the result of the investigation demonstrates terms that are unsatisfactory to Buyer, Buyer will, within the stated Investigation Period:

- a. Accept the Property and agree to the the RELEASE in Paragraph 28 of the Agreement of Sale, OR
- b. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of the Agreement of Sale, 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 conclusion of the Investigation Period, 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 28 of the Agreement of Sale.

4. RESERVATION OF RIGHTS/INTERESTS (IF APPLICABLE)

(A) Buyer acknowledges that Seller is reserving and retaining ownership of the following oil, gas and/or mineral rights/interests and royalties and is not transferring them to Buyer. The rights/interests being reserved and retained by Seller include the right to receive royalties regarding the same, unless otherwise stated below. This reservation will be executed in its entirety at settlement.

- Oil _____
- Gas _____
- Minerals _____
- Coal _____
- Other _____

(B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights/interests and royalties that have been reserved. Seller will not defend title to these rights/interests or royalties and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

(C) Seller's reservation, if any, does not apply to domestic free gas and surface damage rights/interests, which are set forth below.

5.1 Buyer Initials: [Signature]

Seller Initials: [Signature]

- (D) If Seller is reserving an interest in any non-excepted oil, gas and/or mineral rights/interests and royalties, within _____ days of the Settlement Date (30 if not specified) Seller will deliver to Buyer the proposed reservation language that will appear in the deed that conveys title to the Property to Buyer for Buyer's review. If this reservation language does not reflect the terms in Paragraph 4(A) above, or if Seller fails to provide the proposed reservation language within the time provided, Seller may be in default of the Agreement of Sale.
- (E) Within _____ days (15 if not specified) of receiving Seller's proposed reservation language, or if no reservation language is provided within the stated time, Buyer will notify Seller of Buyer's choice to:
 1. Agree to Seller's proposed reservation language, accept the Property, and agree to the RELEASE in Paragraph 28 of the Agreement of Sale, OR
 2. Terminate the Agreement of Sale by written notice to Seller with all deposit monies returned to Buyer according to the terms of Paragraph 26 of the Agreement of Sale, OR
 3. Enter into a mutually acceptable written agreement with Seller.

If Buyer and Seller do not reach a written agreement during the time stated in this Paragraph, and Buyer fails to respond within the time provided for Buyer's response in Paragraph 4(E) above, or fails to terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of the Agreement of Sale.
- (F) If Seller fails to deliver the proposed reservation language as specified in Paragraph 4(D), and Buyer exercises the right to terminate this Agreement as a result, all deposit monies shall be returned to Buyer according to the terms of Paragraph 26 of the Agreement of Sale. Upon termination, Seller will reimburse Buyer for any investigative costs incurred by Buyer to verify the title, status and ownership of the oil, gas and/or mineral rights/interests underlying the Property.

5. DOMESTIC FREE GAS

Seller will convey to Buyer 100% of the domestic free gas rights unless otherwise stated here _____

6. SURFACE DAMAGES

In the event Seller is reserving and retaining oil, gas and/or mineral rights/interests as set forth in Paragraph 4(A), then Seller further agrees to convey, assign and/or transfer to Buyer: i) the exclusive right to receive compensation for any and all damages, which include, but are not limited to, pipeline rights-of-way, well pad sites, compressor sites, and standing marketable timber, and ii) any and all surface consent or surface remediation rights set forth in the applicable oil, gas, and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. A copy of the applicable language of the lease is attached to this Addendum or will be provided to Buyer within _____ days (10 if not specified).

7. DOCUMENTATION

- Seller has no documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments, or transfers of the oil, gas and/or mineral rights/interests to the Property.
- Seller has attached to this Addendum copies of all written oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements, and other documents (e.g., royalty agreements) within Seller's possession having to do with prior conveyances, assignments, or transfers of these rights/interests, as follows: _____

- 8. Seller/Seller's agent Buyer/Buyer's agent will be responsible for promptly notifying any and all lessees in writing of the assignment of any oil, gas and/or mineral rights/interests to Buyer. This paragraph will survive settlement.

9. ADDITIONAL RESOURCES

For additional information regarding oil, gas and mineral ownership, leasing and transfer in the Commonwealth of Pennsylvania, both parties are encouraged to contact the Pennsylvania Department of Environmental Protection's Bureau of Oil and Gas Management, the Pennsylvania Department of Conservation and Natural Resources, or the Penn State Institute for Natural Gas Research.

99 Prior to signing this Addendum, both parties are advised to contact legal counsel experienced in oil, gas and/or mineral rights/interests if either has any questions about the transfer of these rights. Broker(s) and/or Licensee(s) will not provide legal advice concerning the ownership status of the oil, gas and/or mineral rights/interests of the Property. Buyer and Seller have been given the opportunity to negotiate the terms of this Agreement, including the reservation of oil, gas and/or mineral rights/interests.

103 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

104 BUYER	<i>Janice H. Hance, TRUSTEE</i>	DATE	11-10-19
105 BUYER		DATE	
BUYER		DATE	
SELLER	<i>[Signature]</i>	DATE	10-8-19
SELLER		DATE	
SELLER		DATE	



COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT

PROPERTY ADDRESS 1782 Mayview Rd, Bridgewater, Pa 15017
 OWNER(S)/SELLER(S) Mayview Professional L.L.C.
 BUYER(S) Jennifer H. Howe Revocable Trust

This form is not a substitute for the West Penn Multi-List, Inc. (WPML) Seller Disclosure Statement, but rather is a supplement to the disclosure forms required by the Pennsylvania Seller Disclosure Law as may be amended. The WPML is not responsible for the information contained herein. This form is to be completed by Seller and thoroughly reviewed by Buyer, and the bottom of each page should be initialed by both Buyer and Seller following this review. Surface and subsurface rights may be transferred together, but sometimes they are transferred separately. Despite the best intentions of Sellers, property owners are often not aware of the precise extent of the coal, oil, gas and/or mineral interests/rights that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the coal, oil, gas and/or mineral interests and/or rights for the Property. This form is not a substitute for any inspections or warranties that Buyer may wish to obtain. Buyer has the right and opportunity to obtain a complete mineral/oil and gas title search to verify the chain of title of the mineral/oil and gas rights for the subject Property. The responses provided below are given to the best of Seller's knowledge and may not reflect all coal, oil, gas and/or mineral interests/rights for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, their licensees or the WPML. Buyer is advised to conduct a full examination of coal, oil, gas and/or mineral interests/rights for the Property.

1. RESERVATION OF COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS

- (A) Seller is reserving the following coal, oil, gas and/or mineral interests/rights as indicated, and such rights are not being transferred to Buyer:
- Coal _____
 - Oil _____
 - Gas _____
 - Minerals _____
 - Other _____

This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.

- (B) Seller's reservation does not apply to domestic free gas and surface damage interests/rights, as described herein.
 (C) Any warranty of title identified in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that are reserved by Seller. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

2. COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS EXCEPTED

- (A) Seller is aware that the following coal, oil, gas and/or mineral interests/rights have been previously leased, sold or otherwise conveyed by Seller or a previous owner of the property (exceptions) as indicated and is not transferring them to Buyer:
- Coal _____
 - Oil _____
 - Gas _____
 - Minerals _____
 - Other _____

(B) Buyer acknowledges that Seller's failure to disclose or identify an exception does not establish Buyer is entitled to such interests/rights. Buyer further acknowledges his/her right to obtain a title search and/or to conduct a complete examination of all coal, oil, gas and/or mineral interests/rights for the Property.

(C) Buyer acknowledges the warrant of title in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that have been excepted. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

3. SURFACE DAMAGES

The parties acknowledge certain rights exist regarding surface damage as described herein. In the event Seller is reserving and retaining coal, oil, gas and/or mineral interests/rights as set forth in Paragraph 1(A) above, then Seller further agrees to convey, assign and/or transfer to Buyer: (i) the exclusive right to receive compensation for any and all damages, which include, but are not limited to, pipeline rights of way, well-pad sites, compressor sites, and standing marketable timber, and (ii) any and all surface consent or surface remediation rights set forth in the applicable coal, oil, gas and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. Seller hereby agrees to provide a complete copy of the applicable lease upon written receipt of such a demand. A copy of the applicable language of the lease is attached to this Disclosure or will be provided to Buyer within _____ days (10, if not specified).

Seller Initials: _____ / _____

Buyer Initials: JNH / _____



COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT (continued)

4. DOMESTIC FREE GAS

- (A) Domestic Free Gas is commonly referred to as a byproduct of the drilling process which can be supplied to a residential structure located on the property where drilling takes place to be used for heating the structure.
- (B) Seller will convey to Buyer 100% of the Domestic Free Gas interests/rights unless otherwise stated herein. Any such restrictions are explained as follows: _____

5. ASSIGNMENT OF LEASES

Seller is aware that the following leases of coal, oil, gas and/or mineral interests/rights have been assigned from the original lessee to another entity:

- Coal _____
- Oil _____
- Gas _____
- Minerals _____
- Other _____

6. SUPPORTING DOCUMENTATION

- To the best of Seller's knowledge, information and belief, Seller does not have supporting documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments or transfers of the coal, oil, gas and/or mineral interests/rights to the Property.
- If Seller has indicated they do not have supporting documentation, but believe such documents may exist and are aware of the location of same, they should disclose any knowledge of the location of such documents by providing information as to where they believe such documents are located, with designation of the address and contact information, including name, address, phone number and e-mail of the custodian: _____
- Seller has attached to this Disclosure Statement copies of all written coal, oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements and other documents (i.e. royalty agreements) within Seller's possession having to do with prior conveyances, assignments or transfers of these interests/rights, as follows: _____

7. ADDITIONAL INFORMATION RELATIVE TO THE SUBJECT INTERESTS/RIGHTS

SELLER _____ DATE _____

SELLER _____ DATE _____

SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER(S)

The undersigned Buyer(s) acknowledge receipt of this Disclosure and that the representations herein have been made solely by the Seller(s). Buyer(s) further acknowledge the right to request further verification and/or to obtain a detailed title search relative to any of the subject and/or mineral interests/rights that Seller is able and willing to convey. It is Buyer's responsibility to satisfy himself/herself as to the ownership status of the coal, oil, gas and/or mineral interests/rights to the Property. Buyer(s) may investigate the ownership status of the coal, oil, gas and/or mineral interests/rights, at Buyer's expense and by qualified professionals. Buyer(s) may also obtain a title search which specifically includes the chain of title of the mineral/oil and gas rights.

BUYER Jennifer N. Howe, TRUSTEE DATE 11-10-19

BUYER _____ DATE _____

BUYER _____ DATE _____

CHANGE IN TERMS ADDENDUM TO AGREEMENT OF SALE

CTA

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

1 PROPERTY 1782 Mayview Rd, Bridgeton, Pa 15017
2 SELLER Mayview Professional, LLC
3 BUYER Jennifer H. Howe Revocable Trust

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

5 **1. REPAIRS**

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

20 **2. SELLER ASSIST**

21 Seller Assist is changed to \$ 5000, or _____ % of the Purchase price, maximum, toward Buyer's costs as permit-
22 ted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage
23 lender.

24 **3. PURCHASE PRICE**

25 Purchase price is changed from \$ _____ to \$ _____.

26 **4. ACCEPTANCE & SETTLEMENT**

27 (A) Written acceptance of all parties will be on or before: _____
28 (B) Settlement Date is changed from _____ to _____

29 **5. MORTGAGE TERMS**

30 (A) Mortgage Type is changed from _____ to _____

31 **(B) Mortgage amount**

32 1. First mortgage amount is changed from \$ _____ to \$ _____
33 2. Second mortgage amount is changed from \$ _____ to \$ _____

34 **(C) Mortgage Lender**

35 1. First mortgage lender is changed to _____
36 2. Second mortgage lender is changed to _____

37 3. Buyer will submit a completed, written mortgage application to the identified lender(s), if any, according to the terms of
38 the Mortgage Contingency paragraph of the Agreement of Sale on or before: _____

39 **(D) Loan-To-Value (LTV) ratio (For conventional loans)**

40 First mortgage LTV ratio not to exceed _____ % Second mortgage LTV ratio not to exceed _____ %

41 **(E) Mortgage Commitment Date** is changed from _____ to _____

42 **6. TIME PERIODS**

43 (A) The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____.

44 (B) The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.

45 **7. OTHER**

46 Buyer: Jennifer H. Howe to be changed to JED3, LLC
47 _____

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

49 BUYER Jennifer H. Howe, TRUSTEE DATE 12-18-20
50 BUYER _____ DATE _____
51 BUYER _____ DATE _____
52 SELLER _____ DATE _____
53 SELLER David Speer DATE _____
54 SELLER _____ DATE _____



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CHANGE IN TERMS ADDENDUM TO AGREEMENT OF SALE

CTA

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

1 **PROPERTY** 1782 Mayview Rd Bridgewater, Pa 15017
 2 **SELLER** Mayview Professional, LLC
 3 **BUYER** JED3 LLC

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

5 **1. REPAIRS**

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

20 **2. SELLER ASSIST**

21 Seller Assist is changed to \$ _____, or _____ % of the Purchase price, maximum, toward Buyer's costs as permit-
 22 ted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage
 23 lender.

24 **3. PURCHASE PRICE**

25 Purchase price is changed from \$ _____ to \$ _____.

26 **4. ACCEPTANCE & SETTLEMENT**

27 (A) Written acceptance of all parties will be on or before: _____

28 (B) Settlement Date is changed from Dec. 31, 2019 to Apr 30, 2020

29 **5. MORTGAGE TERMS**

30 (A) **Mortgage Type** is changed from _____ to _____

31 (B) **Mortgage amount**

32 1. First mortgage amount is changed from \$ _____ to \$ _____

33 2. Second mortgage amount is changed from \$ _____ to \$ _____

34 (C) **Mortgage Lender**

35 1. First mortgage lender is changed to _____

36 2. Second mortgage lender is changed to _____

37 3. Buyer will submit a completed, written mortgage application to the identified lender(s), if any, according to the terms of
 38 the Mortgage Contingency paragraph of the Agreement of Sale on or before: _____

39 (D) **Loan-To-Value (LTV) ratio** (For conventional loans)

40 First mortgage LTV ratio not to exceed _____ % Second mortgage LTV ratio not to exceed _____ %

41 (E) **Mortgage Commitment Date** is changed from _____ to _____

42 **6. TIME PERIODS**

43 (A) The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____.

44 (B) The time period in paragraph _____, line _____ of the _____ Addendum is changed to _____.

45 **7. OTHER**

46 Property conveyed will be a minimum of two(2) acres
 47 _____

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

49 **BUYER** Jennifer N. Howe, PRESIDENT DATE 2-10-20

50 **BUYER** _____ DATE _____

51 **BUYER** _____ DATE _____

52 **SELLER** David Speer DATE _____

53 **SELLER** _____ DATE _____

54 **SELLER** _____ DATE _____

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