



# Township of Abington

*Engineering & Code Department*

Wayne C. Luker, President  
Steven N. Kline, Vice President

Richard J. Manfredi, Manager  
Amy R. Montgomery, P.E., Director

---

## Zoning Hearing Notice

Notice is hereby given that the Zoning Hearing Board of the Township of Abington will hold a meeting as required by the Township's Zoning Ordinance at the Abington Township Administration Building, 1176 Old York Road, Abington, Pennsylvania, on:

**Wednesday, May 16, 2018** at 7:00 p.m., at which time a public hearing will commence on the following application:

**18-10:** This is the application of **Robert Kuchler & Robert Razzi**, owners of the properties located at 865 & 869 Jenkintown Road, Elkins Park, Pa. 19027. The applicants seeks approval to subdivide the properties so that the existing garage on 865 Jenkintown Road can be deeded to 869 Jenkintown Road. The subdivision would decrease the lot area of 865 Jenkintown Road from 8,459 square feet to 6,300 square feet. 869 Jenkintown Road would be increased in lot area from 6,797 square feet to 7,963 square feet. The applicants have requested dimensional variances from Section 602, Figure 6.1 of the Zoning Ordinance of the Township of Abington. The minimum lot area within the R-4 Residential District is 7,500 square feet.

The property is zoned within the R-4 Residential District of Ward #3 of the Township of Abington. A copy of the application and site plan are on file with the Planning & Zoning Office and is available for review during normal business hours.

By Order of the Zoning Hearing Board.

Mark A. Penecale  
Planning & Zoning Officer

**Note:** There is a 30 day period after the date the decision is rendered for any and all aggrieved persons to file an appeal in the appropriate court to contest the actions of the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period, do so at their own risk. If there are questions that you may have, please feel free to contact the Zoning Officer at 267-536-1010. If you are unable to attend the hearing, written comment may be entered into the record by submitting them in advance of the hearing to the Planning & Zoning Officer.

# Zoning Hearing Board Application

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



This application must be accompanied by a minimum of ten (10) copies of the plot plan of the property, prepared and signed by a registered land surveyor or professional engineer. The plan must include lot area, lot dimensions, coverage percentages, existing structures, other improvements, proposed improvements, off-street parking, buffers and all characteristics on the site.

The Undersigned herein makes application for:

- Request for Variance from the Zoning Ordinance.
- Request for a Special Exception as provided by the Zoning Ordinance.
- Appeal from the actions of the Zoning Officer.

1. Name and address of the owner of the land: Phone number:  
Robert A. Razzi - 733 Seminole Ave., Jenkintown, PA 19046 (215)917-4799  
Robert P. Kuchler - 865 Jenkintown Rd., Elkins Park, PA 19027
2. Name and address of the applicant: Phone number:  
Robert A. Razzi - 733 Seminole Ave., Jenkintown, PA 19046 (215)917-4799  
Robert P. Kuchler - 865 Jenkintown Rd., Elkins Park, PA 19027 215-605-5169

3. Name and address of the attorney: Phone number:

4. If the applicant is not the owner of the property, list the applicant's interest in filing this application.  
Example: equitable owner, agent, lessee, etc.

N/A

5. Description of the property:

Address/location 865-869 Jenkintown Road

Present use 865 - Residential, 869 - Commercial

Proposed improvement Lot line change. No improvements proposed.

**Zoning Hearing Board Application**

Abington Township, PA

1176 Old York Road, Abington PA 19001, Fax: 215-884-8271, Telephone: 267-536-1000



6. State briefly the reasons for which the proposed improvements or use does not meet the requirements of the Zoning Ordinance, and the nature of relief you are seeking:

See Attached

7. List the specific section of the Zoning Ordinance upon which the application for a variance or special exception is based:

Section 602 - Medium-High Density Residential District Dimensional Requirements  
Lot Area, Maximum Impervious Coverage, Minimum Green Area Coverage.

8. Describe in detail the grounds for the appeal, or the reasons both in law and in fact for the granting of the variance or special exception, describing in detail the nature of the unique circumstances, and the specific hardship justifying your request for approval of the application.

See Attached

9. List any and all prior Zoning Hearing Board action regarding the property. List the date, case number and the nature of the zoning relief granted.

10. List any and all additional information, records, transcripts which may be helpful to the Zoning Hearing Board in rendering a decision: A minimum of eight (8) copies are required to be submitted.

Robert A. Razzi

Signature of Applicant

[Signature]

Signature of Owner

Internal Validation:

Date Received: 4/11/18

Fee Paid: \$400.00

Case: 18-10

Check # 316

Per. # 881451



[Signature]  
Signature of the Zoning Officer

**Attachment to Zoning Application to answer No. 6 and No. 8.**

6. The Applicants proposed a lot line change to transfer the existing garage from to 865 Jenkintown Rd. to 869 Jenkintown Rd. 869 Jenkintown Rd. currently does not meet the minimum required lot area and the total area of the two existing lots does not provide enough square footage to reconfigure the lots and make them both conforming. The transfer of the land will bring 869 Jenkintown Rd. above the minimum required lot area and will leave 865 Jenkintown Rd. below the minimum required lot area.

In addition, 869 Jenkintown Rd. currently does not meet the impervious & green area coverage requirements. The overall impervious & green areas will not change as part of this project, but the transfer of land will change the percent coverage(s) and 869 Jenkintown Rd. will continue to not conform to the impervious and green area coverage requirements

The applicant is seeking relief from the lot area, impervious coverage and green area coverage requirements.

8. The applicants are seeking relief due to the hardship that the property and the ordinance inflict upon the property. Mr. Razzi (Owner of 869 Jenkintown Rd.) cannot fully utilize the rear of his property due to the access easement for the garage on the adjacent property (865 Jenkintown Rd.). The transfer of the garage to his property will allow him to regain use of that area. The total area of the two existing lots does not provide enough square footage to reconfigure the lots and make them both conforming. The proposed lot area for 865 Jenkintown Rd. will be below the required 7,500 SF.

In addition, 869 Jenkintown Rd. will not conform to the impervious & green area coverage requirements. This is an existing condition of the property and the overall impervious & green areas will not change as part of this project, but the transfer of land will change the percent coverage and 869 Jenkintown Rd. will continue to not to conform to the impervious and green area coverage requirements.

The applicant(s) maintains that:

There are unique physical circumstances or conditions, including lot size or other physical conditions peculiar to the property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.

Authorization of a variance is necessary to enable the reasonable use of the property.

The variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.

The variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

# STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

ASVL

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

PARTIES	
<b>BUYER(S):</b> <u>Robert A. Razzi</u> <hr/> <hr/>	<b>SELLER(S):</b> <u>Robert P. Kuchler</u> <hr/> <hr/>
<b>BUYER'S MAILING ADDRESS:</b> <u>733 Seminole Ave</u> <hr/> <u>Jenkintown PA 19046</u>	<b>SELLER'S MAILING ADDRESS:</b> <u>865 Jenkintown Road</u> <hr/> <u>Elkins Park PA 19027</u>

PROPERTY	
<input checked="" type="checkbox"/> See Property Description Addendum	
<b>ADDRESS (including postal city)</b> <u>865 Jenkintown Road, rear lot to be sub-divided</u> <u>Elkins Park PA ZIP 19027</u>	
in the municipality of <u>Abington</u> , County of <u>Montgomery</u> in the School District of <u>Abington</u> , in the Commonwealth of Pennsylvania.	
Tax ID #(s): _____ and/or Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date; Control #): <u>Rear lot as specified on a Plat by Boundary Stone Assoc. LLC dated 2/28/2018</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
<b>Broker (Company)</b> <u>The Realty Group, INC</u> <hr/> <b>Company License #</b> _____ <b>Company Address</b> <u>701 West Ave</u> <u>Jenkintown PA 19046</u> <hr/> <b>Company Phone</b> <u>215-576-6228</u> <b>Company Fax</b> <u>215-576-6261</u> Broker is (check only one): <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<b>Licensee(s) (Name)</b> <u>Dennis Cline</u> <hr/> <b>State License #</b> <u>AB065076</u> <b>Direct Phone(s)</b> _____ <b>Cell Phone(s)</b> <u>484-614-1747</u> <b>Email</b> _____ Licensee(s) is (check only one): <input type="checkbox"/> Buyer Agent (all company licensees represent Buyer) <input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input checked="" type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
<b>Broker (Company)</b> _____ <hr/> <b>Company License #</b> _____ <b>Company Address</b> _____ <hr/> <b>Company Phone</b> _____ <b>Company Fax</b> _____ Broker is (check only one): <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<b>Licensee(s) (Name)</b> _____ <hr/> <b>State License #</b> _____ <b>Direct Phone(s)</b> _____ <b>Cell Phone(s)</b> _____ <b>Email</b> _____ Licensee(s) is (check only one): <input type="checkbox"/> Seller Agent (all company licensees represent Seller) <input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY	
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.	
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.	

Buyer Initials: RR / \_\_\_\_\_ ASVL Page 1 of 13 Seller Initials: RK / \_\_\_\_\_

1 **1. By this Agreement**, dated 04/17/2018,  
2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3 **2. PURCHASE PRICE AND DEPOSITS (1-16)**  
4 (A) Purchase Price \$ \$25,000.00  
5 (Twenty-Five Thousand

6 \_\_\_\_\_ U.S. Dollars), to be paid by Buyer as follows:  
7 1. Initial Deposit, within \_\_\_\_\_ days (5 if not specified) of Execution Date.  
8 if not included with this Agreement: \$ \_\_\_\_\_ 0.00  
9 2. Additional Deposit within \_\_\_\_\_ days of the Execution Date: \$ \_\_\_\_\_ 0.00  
10 3. At time of settlement \$ \_\_\_\_\_ 25,000.00

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 per-  
14 sonal check.

15 (C) Deposits, regardless of the form of payment and person designated as payee, will be paid in U.S. Dollars to Broker for Seller  
16 (unless otherwise stated here: None), who will  
17 retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of  
18 this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real  
19 Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

20 **3. SELLER ASSIST (If Applicable) (2-12)**  
21 Seller will pay \$ 0.00 or 0 % of Purchase Price (0 if not specified) toward Buyer's  
22 costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by  
23 mortgage lender.

24 **4. SETTLEMENT AND POSSESSION (1-16)**

25 (A) Settlement Date is 08/31/2018, or before if Buyer and Seller agree.  
26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless  
27 Buyer and Seller agree otherwise.

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

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

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

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

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

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

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

49 (A) Written acceptance of all parties will be on or before: 04/20/2018

50 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the  
51 essence and are binding.

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

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

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

61 Buyer Initials: RR / \_\_\_\_\_ Seller Initials: RK / \_\_\_\_\_

62 6. ZONING (1-16)

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

66 Zoning Classification, as set forth in the local zoning ordinance: Residential

67 7. FIXTURES AND PERSONAL PROPERTY (5-01)

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

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

70 (C) EXCLUDED fixtures and items: NA

74 8. MORTGAGE CONTINGENCY (1-16)

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

77 [ ] ELECTED.

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

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

97 (B) Mortgage Commitment Date: \_\_\_\_\_

98 Upon receiving a mortgage commitment(s), Buyer will promptly deliver a copy of the commitment(s) to Seller.

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

104 (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  
105 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),  
106 Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted  
107 by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage  
108 lender(s) to make the above mortgage term(s) available to Buyer.

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

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

118 (G) 1. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this  
119 Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to  
120 Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.  
121 2. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:  
122 a. Does not satisfy the terms of Paragraph 8(A), OR  
123 b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be

124 Buyer Initials: BR

Seller Initials: RK

received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

3. If this Agreement is terminated pursuant to Paragraphs 8(G)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 27 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

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

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

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

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

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

#### 10. SELLER REPRESENTATIONS (1-16)

##### (A) Status of Water

Seller represents that the Property is served by:

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

##### (B) Status of Sewer

1. Seller represents that the Property is served by:

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

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

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

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

185 Buyer Initials: DL

ASVL Page 4 of 13

Seller Initials: RL

This contract is for use by Denise Lombardo.

InstantEOM



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

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

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

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

204 (E) Historic Preservation

205 Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: \_\_\_\_\_  
206

207 (F) Land Use Restrictions

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

- 210  Agricultural Area Security Law (Act 43 of 1981; 3 P.S. §901 et seq.)  
211  Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)  
212  Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)  
213  Conservation Reserve Program (16 U.S.C. § 3831 et seq.)  
214  Other \_\_\_\_\_

215 2. Notices Regarding Land Use Restrictions

- 216 a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations  
217 take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits  
218 circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
- 219 b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment.  
220 Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this  
221 Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result  
222 in the future as a result of any change in use of the Property or the land from which it is being separated.
- 223 c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water  
224 supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open  
225 space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that  
226 the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific ter-  
227 mination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply  
228 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  
229 Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- 230 d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are  
231 environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land  
232 in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been  
233 advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect.  
234 Seller is advised to determine the financial implications that will or may result from the sale of the Property.

235 (G) Public and/or Private Assessments

236 1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner associ-  
237 ation assessments (excluding assessed value) have been made against the Property which remain unpaid, and that no notice by  
238 any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to vio-  
239 lations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition  
240 that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: \_\_\_\_\_  
241

242 2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: \_\_\_\_\_  
243

244 (H) Highway Occupancy Permit

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

247 Buyer Initials: RL / \_\_\_\_\_

ASVL Page 5 of 13

Seller Initials: RK / \_\_\_\_\_

This contract is for use by Denise Lombardo.

Internecepus

248 11. WAIVER OF CONTINGENCIES (9-05)

249 If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental  
250 conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's  
251 failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer  
252 accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

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

254 (A) Rights and Responsibilities

- 255 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to sur-  
256 veyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
- 257 2. Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any  
258 other provision of this Agreement.
- 259 3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition as  
260 when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or re-  
261 mbersing Seller for any loss of value.
- 262 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
- 263 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

264 (B) Buyer waives or elects at Buyer's expense to have the following inspections, certifications, and investigations (referred to as "In-  
265 spection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed  
266 or otherwise qualified professionals. All inspections shall be performed in a non-invasive manner, unless otherwise agreed in writing.  
267 If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Paragraph  
268 12(D) for Notices Regarding Property & Environmental Inspections)

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

272 Property Inspections and Environmental Hazards

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

277 Deeds, Restrictions and Zoning

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

282 Water Service

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

287 Connection to Off-Site Water Source

288 Elected Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service Waived  
289 / / Provider): \_\_\_\_\_ (See Paragraph 14) RR!

290 On-Lot Sewage (If Applicable)

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

296 Connection to Off-Site Sewage Disposal System

297 Elected Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name Waived  
298 / / of Service Provider): \_\_\_\_\_ are acceptable to RR!  
299 Buyer. (See Paragraph 15)

300 Property and Flood Insurance

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

309 Buyer Initials: RR / \_\_\_\_\_

Seller Initials: RK / \_\_\_\_\_

310 **Property Boundaries**  
311 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal de- **Waived**  
312  /  scription, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed **QR!**  
313 as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or con-  
314 structed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of  
315 size of property are approximations only and may be inaccurate.

316 **Other**  
317 **Elected** \_\_\_\_\_ **Waived**  
318  /  \_\_\_\_\_ **QR!**  
319 \_\_\_\_\_

320 The Inspections elected above do not apply to the following existing conditions and/or items: \_\_\_\_\_  
321 \_\_\_\_\_  
322 \_\_\_\_\_

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

334 **13. INSPECTION CONTINGENCY (1-16)**

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

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

- 339 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this Agreement, OR  
340 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Para-  
341 graph 27 of this Agreement, OR  
342 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal")** listing corrections and/or credits desired by Buyer:  
343 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-  
344 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections.  
345 Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements  
346 if performed in a workmanlike manner according to the terms of Buyer's Proposal.

347 a. Following the end of the Contingency Period, Buyer and Seller will have \_\_\_\_\_ days (5 if not specified) for a Negotiation Pe-  
348 riod.

349 (1) During the Negotiation Period, Seller will either agree to satisfy all the terms of Buyer's Proposal or negotiate, by written  
350 or verbal communication, another mutually acceptable written agreement, providing for any repairs or improvements to the  
351 Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

352 (2) If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable  
353 written agreement, Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement and the Ne-  
354 gotiation Period ends.

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

357 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 29 of this  
358 Agreement, OR

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

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

365 **(C)** If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within \_\_\_\_\_ days  
366 (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  
367 the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for  
368 corrective measures. Within  5  DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer  
369 will notify Seller in writing of Buyer's choice to:

370 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR

371 2. **Terminate this Agreement** by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Para-  
372 graph 27 of this Agreement, OR

373 Buyer Initials:  QR  / \_\_\_\_\_ ASVL Page 7 of 13 Seller Initials:  RK  / \_\_\_\_\_

374 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 29 of this Agreement. If required by any mort-  
375 gage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the  
376 mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller,  
377 which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within  
378 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according  
379 to the terms of Paragraph 24 of this Agreement.

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

382 14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY

383  NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water sys-  
384 tem.

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

388  ELECTED. Contingency Period: \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.

389 1. Within the Contingency Period, Buyer will make a completed, written application for municipal approval for the installa-  
390 tion of an on-site water system from \_\_\_\_\_ (municipal-  
391 ity). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval  
392 process.

393 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.

394 3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:

395 a. Accept the Property and agree to the the RELEASE in Paragraph 29 of this Agreement, OR

396 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
397 Paragraph 27 of this Agreement, OR

398 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

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

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

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

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

409  ELECTED. Contingency Period: \_\_\_\_\_ days (15 if not specified) from the Execution Date of this Agreement.

410 1. Within the Contingency Period,  Buyer or  Seller will make a completed, written application for municipal approval for  
411 the installation of an individual on-lot sewage disposal system from \_\_\_\_\_  
412 \_\_\_\_\_ (municipality). Buyer will pay for applications, legal representation, and  
413 any other costs associated with the application and approval process.

414 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.

415 3. If final, unappealable approval is not obtained by \_\_\_\_\_, Buyer will:

416 a. Accept the Property and agree to the the RELEASE in Paragraph 29 of this Agreement, OR

417 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
418 Paragraph 27 of this Agreement, OR

419 c. Enter into a mutually acceptable written agreement with Seller, as acceptable to the lender(s), if any.

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

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

424 In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property  
425 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  
426 property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the  
427 property and result in a change in property tax. Certain improvements will result in the Property being reassessed and Buyer will receive  
428 an interim tax bill for the increased taxes due for the current tax period. This interim tax bill may not be covered by Buyer's tax escrow  
429 with the lender, if any.

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

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

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

436 Buyer Initials: RR / \_\_\_\_\_

ASVL Page 8 of 13

Seller Initials: PK / \_\_\_\_\_

This contract is for use by Denise Lombardo.

437 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails  
438 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS  
439 that Buyer will:

- 440 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph  
441 29 of this Agreement, OR  
442 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
443 Paragraph 27 of this Agreement.

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

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

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

452 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements,  
453 Buyer accepts the Property and agrees to the RELEASE in Paragraph 29 of this Agreement, OR

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

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

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

460 If Buyer fails to respond within the time stated in Paragraph 17(B)(1)(b) or fails to terminate this Agreement by  
461 written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph  
462 29 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the  
463 terms of the notice provided by the municipality.

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

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

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

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

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

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

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

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

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

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

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

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

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

499 Buyer Initials: DR

Seller Initials: AK

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

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

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

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

509 (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  
510 Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to,  
511 Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice  
512 of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all  
513 liens and encumbrances against the Property.

514 (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  
515 specified in Paragraph 19(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer  
516 according to the terms of Paragraph 27 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by  
517 Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph  
518 19(C) items (1), (2), (3) and in Paragraph 19(E).

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

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

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

523 THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH  
524 THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL  
525 RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILD-  
526 ING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17,  
527 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal  
528 mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract  
529 with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions  
530 of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed  
531 from Seller which deed will contain the aforesaid provision.

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

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

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

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

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

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

545 1. Repair or replace that part of the Property before settlement, OR

546 2. Provide prompt written notice to Buyer of Seller's decision to:

547 a. Credit Buyer at settlement for the fair market value of the damaged or failed part of the Property, as acceptable to the mortgage  
548 lender, if any, OR

549 b. Not repair or replace the damaged or failed part of the Property, and not credit Buyer at settlement for the fair market value  
550 of the damaged or failed part of the Property.

551 3. If Seller does not repair or replace the failed part of the Property or agree to credit Buyer for its fair market value, or if Seller fails  
552 to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is  
553 earlier, that Buyer will:

554 a. Accept the Property and agree to the RELEASE in Paragraph 29 of this Agreement, OR

555 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of  
556 Paragraph 27 of this Agreement.

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

- 561 (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  
562 replaced prior to settlement, Buyer will:  
563 1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR  
564 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Para-  
565 graph 27 of this Agreement.

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

567 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  
568 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

606 **27. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-16)**

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

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

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

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

623 Buyer Initials: RR / \_\_\_\_\_

ASVL Page 11 of 13

Seller Initials: RL / \_\_\_\_\_

This contract is for use by Denise Lombardo.

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

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

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

634 1. Fail to make any additional payments as specified in Paragraph 2, OR

635 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's  
636 legal or financial status, OR

637 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

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

639 1. On account of purchase price, OR

640 2. As monies to be applied to Seller's damages, OR

641 3. As liquidated damages for such default.

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

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

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

647 **28. MEDIATION (2-12)**

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

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

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

665 **30. REAL ESTATE RECOVERY FUND (9-05)**

666 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate  
667 licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to  
668 collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800)  
669 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

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

678 **32. HEADINGS (1-16)**

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

681 Buyer Initials: BR

ASVL Page 12 of 13

Seller Initials: RK

This contract is for use by Denise Lombardo.

InstantFORMS



682 33. SPECIAL CLAUSES (2-12)

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

- 684  Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 685  Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 686  Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 687  Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 688  Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- 689  Appraisal Contingency Addendum (PAR Form ACA)
- 690  \_\_\_\_\_
- 691  \_\_\_\_\_
- 692  \_\_\_\_\_

693 (B) Additional Terms:

- 694 1. This sale is contingent on the Buyer getting approval from the Abington Zoning Board
- 695 to allow the sub-division of the lot to create a parcel that would include the rear
- 696 garage on the property, as specified on a plat dated 2/28/2018 drawn by Boundary Stone
- 697 Associates, LLC, marked Preliminary/Final sub division plan (lot line change) for Robert
- 698 A. Razzi, submitted as part of the application for a variance to the Abington Zoning
- 699 Board and getting approval to combine this lot with the lot of 869 Jenkintown Road,
- 700 reverse sub-division.
- 701 2. Should the Zoning Hearing board make the approval of the variance and sub-division
- 702 subject to other restrictions or requirements not in the current application, Buyer, at
- 703 Buyers sole option, shall have the right to accept the restrictions or requirements and
- 704 complete settlement or give Seller written notice to terminate the agreement of sale.
- 705 3. Should Buyer not get the approval for the sub-division of Lot 2, 865 Jenkintown Road
- 706 and the reverse sub-division of Lot 1, 869 Jenkintown Road, or if Buyer terminates as
- 707 per paragraph 2 above this agreement shall become void and any and all obligations of
- 708 the parties shall be terminated.
- 709 4. Buyer and Seller agree to make settlement within 30 days of the final approval of
- 710 the sub-division. This shall change the settlement date specified in paragraph 4(A).

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

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

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

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

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

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

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

722 BUYER Robert A. Razzi DATE 4-16-18

723 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

724 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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

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

727 SELLER [Signature] DATE 4/18/18

728 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

729 SELLER \_\_\_\_\_ DATE \_\_\_\_\_