

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

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

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

THIS SECTION COMPLETED ONLY BY TOWNSHIP:

APPEAL NO. : 20-13 DATE FILED: July 30, 20 20

APPLICATION: **BOARD OF SUPERVISORS**
 ZONING HEARING BOARD

1. Date of Application: 7/30/2020

2. Classification of Appeal (Check one or more, if applicable):

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

3. Applicant:

- a. Name: Deck's LLC
- b. Mailing address: P.O. Box 835, Ambler, PA 19002-0835
- c. Telephone number: 215-542-8252
- d. State whether owner of legal title, owner of equitable title, or tenant with the permission of owner legal title: equitable owner (REQUIRED)

Please attach Deed to prove ownership, an Agreement of Sale to prove equitable ownership, or an Affidavit allowing Tenant to apply for necessary relief.

4. Applicant's attorney, if any:

- a. Name: Andrew R. Freimuth, Esquire
- b. Address: 460 Norristown Road, Suite 110, Blue Bell, PA 19422
- c. Telephone number: 610-825-8400

5. Property Details:
- a. Present Zoning Classification: LPD - Land Preservation District
 - b. Present Land Use: Residential and Landscaping Business
 - c. Location (Street Address):
2816 Morris Road
 - d. Parcel #: 67-00-02506-00-1
 - e. Lot Dimensions:
 - (1) Area: 3.04 acres (net)
 - (2) Frontage: 226.20 feet
 - (3) Depth: 695.27 (to ultimate right-of-way of Morris Road)
 - f. Circle all that apply in regards to the above specified property:
 - Public Water Public Sewer
 - Private Well Private Septic
 - g. Size, construction, and use of existing improvements; use of land, if unimproved: **(Please submit as an attachment)**
6. Proposed Use(s):
- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). **(Please submit as an attachment)**
7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. **(Please submit as an attachment)**
8. Has any previous appeal been filed concerning the subject matter of this appeal?
 Yes No
- If yes: specify: **(Please submit as an attachment)**
9. Challenges please list requested issues of fact or interpretation: N/A
(Please submit as an attachment)
10. Worcester Township to provide the list of names and addresses of all property within 500 feet of the perimeter of the subject property. **(REQUIRED: SECTION 150-224)**

CERTIFICATION

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

Tyler Deck
Signature

Tyler Deck
Printed Name

Signature

Printed Name

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Montgomery : SS

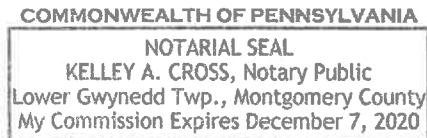
The undersigned, being duly sworn according to law, deposes and says the he/she is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

Tyler William Deck
Applicant

Applicant

Sworn to and subscribed before me this 28th day of July, 2020

Kelley A. Cross
Notary Public



Date Received: 7.30.20

[Signature]
Zoning Officer

Addendum

Deck's LLC (sometimes hereinafter the "Deck's" or the "Applicant") is the equitable owner of property in Worcester Township with an address of 2816 Morris Road (the "Property"). The Property contains approximately 3.04 acres (net) and is zoned LPD Land Preservation District. The Property is improved with a single-family dwelling, pool, two detached garages and associated parking and driveway facilities.

Since 1978, the Property has been in the ownership of the Alloway family. Since 1985, Scott Alloway has operated his landscaping business from the Property, in addition to the use of the single-family dwelling as a residence by his parents and siblings, and later Scott. In 2012, Scott became the owner of the Property via a transfer from the estate of his mother, Charity N. Alloway. Since that time, he has made the Property his residence and has continued to operate his landscaping business therefrom. Scott recently sold his landscaping business and now has an agreement of sale to convey the Property to Deck's.

Deck's has been in the landscaping business for approximately 30 years. The business was formally incorporated in 2010 by Sherri and Tyler Deck after their son, Jonathan, graduated from college with a degree in horticulture and desired to take over the operations of the business. The Deck family owns and operates Deck's Hardware since 1908, which is a locally (and family) owned hardware store in Ambler. About 30 years ago, the landscaping business started as an offshoot of the hardware store business and continues to operate as a family business today.

Currently, Deck's primarily operates its landscaping business as a tenant from a property on Penllyn-Blue Bell Pike adjoining Ingersoll Field in Lower Gwynedd Township (Ingersoll Field is owned by Lower Gwynedd Township and used by Lower Gwynedd Little League). They have occupied that property for the past 15 years, with no complaints from neighboring property owners regarding their business activities. However, the Township recently authorized condemnation of such property, and Deck's must find a new location for its operations. They have, therefore, entered into an agreement of sale with Scott Alloway for the purchase of the Property in the hope that they will receive permission to utilize the Property for their landscaping business operations.

In order to conduct their landscaping business at the Property, Deck's requires a variance from Section 150-110.22 of the Worcester Township Zoning Ordinance. The Applicant respectfully submits that it can satisfy its burden of proof with regard to the requested variance. Initially, there are unique physical circumstances and conditions peculiar to the Property which significantly impair the use and development of the Property in strict conformity with the provisions of the Zoning Ordinance, and the authorization of the variance is necessary to allow the reasonable use of the Property. As mentioned above, the Property has been historically used by a landscaping business (continuously since 1985). In addition, the Property is very deep (approximately 735 feet from the centerline of Morris Road and 695 feet from the ultimate right-of-way) and narrow in comparison to the depth. The Property has frontage on Morris Road, which is a highly traveled roadway. The Property adjoins the Northeast Extension of the Pennsylvania Turnpike to the rear and is located in close proximity to the Township's IR Industrial Research Zoning District and PECO's high tension, overhead, power lines. In essence, the Property is located in an area in the Township which is isolated from the remainder of the Township by way

of the Northeast Extension, PECO's overhead power lines and the IR Zoning District. Taken together, these circumstances and conditions are peculiar to the Property and a significant deterrent to the use of the Property in accordance with the applicable regulations of the Zoning Ordinance.

Deck's has not created the hardship which results from the circumstances and conditions described above.

Deck's does not believe that the requested variance, if granted, would alter the essential character of the neighborhood or the LPD Land Preservation District, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare. Deck's intended use of the Property will be substantially similar to the landscaping business operated on the Property since 1985. Scott Alloway's landscape business operations typically consisted of the use of 2 trucks (1 pick-up truck and 1 stake body truck), a trailer, mowers and other landscape maintenance machinery, which were stored on the Property. Scott's business typically consisted of 4-6 seasonal employees. Vehicles and equipment would leave the Property in the morning hours and return to the Property mid-to-late afternoon. There would be no business activity in the evening hours. Employees would either meet at the Property for daily work or, on occasion, meet at the job site.

The Deck's operations include 4 trucks (1 pick-up truck, 2 stake body trucks and a crew cab pick-up truck), 1 enclosed trailer, 1 dump trailer and 1 open landscape trailer, as well as mowers and other landscape maintenance equipment, which will also be stored on the Property and, to the greatest extent possible, within the existing garages (once repaired). Deck's generally has 2 full-time employees (Jonathan Deck, who is the operations manager, and a supervisor) and 10 seasonal employees during the primary season (April – December (weather dependent)). They also provide snow plowing service in the winter months with a crew of approximately 5 employees (which includes Jonathan and the supervisor). Typical operations during the primary season are as follows:

- 4 vehicles arrive at 7:00 AM, they are parked and the 4 company trucks, trailers and equipment leave the property;
- The company trucks, trailers and equipment return to the property generally between 4:00 PM and 5:00 PM;
- The company trucks, trailers and equipment are prepared for the next day's work, and the property is vacated by 5:00 or 5:30 PM; and
- No business activity occurs thereafter.

Typical operations during the winter months are similar, but only occur in the event of a storm requiring ice or snow removal services. Based on a comparison of operations, the character of the neighborhood will remain unchanged and there will be no detrimental impact on neighboring properties or the public generally as a result of Deck's intended use.

Deck's operations will consist of some relatively minor deviations to the past operations, although such deviations do not result in a significant distinction between the historical and

proposed landscaping business operations at the Property. First, Deck's does not intend to use the existing dwelling for residential purposes. Currently, both the interior and exterior of the dwelling require substantial repair. Deck's intends to perform the necessary repairs, particularly to the outside appearance of the dwelling with general clean-up and enhanced landscaping, to make the dwelling inviting and attractive. Deck's would, however, like to utilize the dwelling to perform billing, prepare estimates for certain landscape and hardscape projects they offer and perform other administrative activities, including the occasional meeting with a client regarding a landscape project. Such activities would be performed on an as-needed basis by Jonathan or the supervisor, and not by a regular, full-time, on-site employee. Finally, Deck's intends to construct a storage area for mulch in the rear portion of the Property closest to the Northeast Extension.

In conclusion, Deck's believes that its proposed use of the Property will enhance the condition of the Property and the appearance of the neighborhood. The Applicant's business and the Deck family have a long history and a wonderful reputation of serving the community with quality services. Anything that they do now or in the future is done with the intent to preserve the reputation that has been built through hard work over the years. Deck's use of the Property will be no different. The repairs, general exterior maintenance and landscape improvements to the existing dwelling will enhance the residential character of the Property. Proposed improvements to the existing garages will allow the same to be used to store equipment and materials inside and therefore minimize any exterior appearance of the landscape business. Since the dwelling is located in close proximity to the front of the Property and business activity will be conducted to the rear of the Property, visually, the Property will have the appearance of a single-family residence to passersby on Morris Road. In addition, Deck's proposes to install strategically located landscape buffering along the perimeter of the Property to add to the existing landscape buffers on the Property today. In the end, Deck's proposed use represents the minimum variance necessary to allow for the continued use of the Property by a landscaping business and, since such a business has operated from the Property for the past 35 years, the variance represents the least modification possible of the regulations at issue.

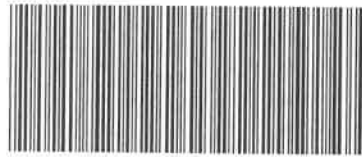
Based on the foregoing, the Applicant respectfully requests that the Zoning Hearing Board grant the requested relief.



RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5826 PG 01580 to 01584.1
INSTRUMENT # : 2012011114
RECORDED DATE: 02/02/2012 03:01:13 PM



2671704-0018T

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

Document Type: Deed	Transaction #: 2603797 - 2 Doc(s)
Document Date: 01/27/2012	Document Page Count: 4
Reference Info: 12-108	Operator Id: estaglia
RETURN TO: (Email) Angie McClure 301 W Market Street West Chester, PA 19382 610-431-2288	PAID BY: ANGIE MCCLURE

* PROPERTY DATA:	
Parcel ID #:	67-00-02506-00-1
Address:	2816 MORRIS RD
	LANSDALE PA 19446
Municipality:	Worcester Township (100%)
School District:	Methacton

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT:	\$1.00
TAXABLE AMOUNT:	\$0.00
FEES / TAXES:	
Recording Fee:Deed	\$65.00
Affidavit Fee	\$1.50
eRecording Fee Per Doc	\$3.00
Total:	\$69.50

DEED BK 5826 PG 01580 to 01584.1
 Recorded Date: 02/02/2012 03:01:13 PM

I hereby CERTIFY that
 this document is
 recorded in the
 Recorder of Deeds
 Office in Montgomery
 County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

Digitally signed 07/22/2020 by montgomery.county.rod@kofile.us

Certified and Digitally Signed

Validation may require Adobe Windows Integration

eCertified copy of recorded # 2012011114 (page 1 of 6)
 Montgomery County Recorder of Deeds



12-108 – NOT INSURED

Prepared by: Turks Head Abstracting Co.
Return To: Turks Head Abstracting Co.
301 W. Market Street
West Chester, PA 19382

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
67-00-02506-00-1 WORCESTER TOWNSHIP
2816 MORRIS RD
ALLOWAY ROY C JR & CHARITY M
B 026 L A U 002 1101 02/02/2012

\$10.00
BH

UPI #67-00-02506-00-1

This Indenture made this 27TH day of JANUARY , 2012

Between ESTATE OF CHARITY M. ALLOWAY

(hereinafter called the Grantor),

and

SCOTT ALLOWAY

(hereinafter called the Grantee),

Witnesseth that the said Grantor for and in consideration of the sum of
ONE AND 00/100 DOLLARS

(\$1.00-----) lawful money of the United States of America, unto Grantor well and truly paid by the said Grantee and at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee and Grantee's heirs, successors and assigns.

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Worcester, County of Montgomery and state of Pennsylvania, being shown on a plan prepared for Roy C. Alloway, Jr. dated 1/21/1988 last revised 4/26/1988 and recorded in Plan Book A-49 Page 410 as follows to wit:

BEGINNING at a point on the Southwesterly ultimate right of way line of Morris Road a corner of this and Parcel "B" as shown on the above mentioned plan; thence along the same South 52 degrees 12 minutes 14 seconds East 226.20 feet to a point a corner of lands n/l of Robert M. and Mary Jane Punchur; thence along the same South 38 degrees 20 minutes 48 seconds West 695.27 feet to a point in line with lands of the Northeast Extension of the Pennsylvania Turnpike; thence North 22 degrees 09 minutes 00 seconds West 219.68 feet to a point a corner of Parcel "B" aforesaid; thence along the same the (3)



following courses and distances: (1) North 38 degrees 20 minutes 48 seconds East 304.19 feet; (2) North 51 degrees 39 minutes 12 seconds West 35.00 feet; (3) North 38 degrees 20 minutes 48 seconds East 280.00 feet to the first mentioned point and place of beginning.

BEING Parcel "A" on said plan.

Tax ID / Parcel No. 67-00-02506-00-1

Being part of the same premises which James H. Coles and Nancy M. Coles, his wife by Deed dated 7/28/1978 and recorded 7/28/1978 in Montgomery County in Deed Book 4325 Page 452 conveyed unto Roy C. Alloway, Jr. and Charity M. Alloway, his wife, in fee.

And the said Roy C. Alloway, Jr, departed this life on 4/29/2000.

And the said Charity N. Alloway died on 6/26/2009 leaving a will probated and registered in Montgomery County as Estate Number 2009-2268 wherein she appointed Scott E. Alloway and Linda A. Seibert, Co-Executors to whom Letters Testamentary were granted on 7/8/2009.

TOGETHER with all and singular improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor and Grantor's heirs, successors and assigns, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lot(s) or piece(s) of ground above described with the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee and Grantee's heirs, successors and assigns to and for the only proper use and behoof of the said Grantee and Grantee's heirs, successors and assigns, forever.

AND the said Grantor and Grantor's heirs, successors and assigns do by these presents, covenant, grant and agree, to and with the said Grantee and Grantee's heirs, successors and assigns, that the said Grantor and Grantor's heirs, successors and assigns all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee and Grantee's heirs, successors and assigns, against the said Grantor and Grantor's heirs, successors and assigns all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under Grantor and Grantor's heirs, successors and assigns shall and will WARRANT and forever DEFEND.

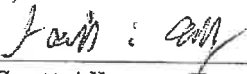


In Witness Whereof, the said Grantor has caused these presents to be duly executed dated the day and year first above written.

Sealed and Delivered
In the Presence of Us:

ESTATE OF CHARITY M. ALLOWAY

BY: 
Linda Seibert, Executrix

BY: 
Scott Alloway, Executor

ACKNOWLEDGMENT

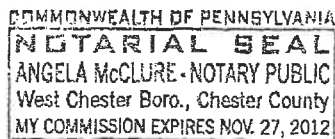
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 27th day of JANUARY , 2012, before me, the undersigned officer, personally appeared Linda Seibert, Executrix and Scott Alloway, Executor of the Estate of Charity M. Alloway, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that she/he/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission expires:



DEED

Grantor: **ESTATE OF CHARITY M. ALLOWAY**

TO

Grantee: **SCOTT ALLOWAY**

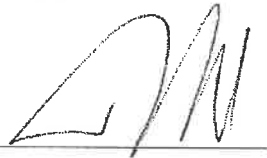
PREMISES: **2816 MORRIS ROAD, LANSDALE, PA
WORCESTER TOWNSHIP, MONTGOMERY COUNTY
PARCEL #67-00-02506-00-1**

FILE #: 3766465 TH12-108

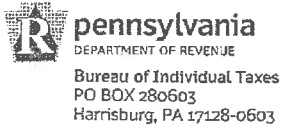
The address of the above-named Grantee is

**2816 MORRIS ROAD
LANSDALE, PA 19446**

Certified by: _____



REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

Table with recorder's use only fields: State Tax Paid \$0.00, Book Number 5826, Page Number 01580, Date Recorded 02/02/2012 03:01:13 PM

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: Turks Head Abstracting Company, Telephone Number: 610-431-2288, Mailing Address: 301 W. Market Street, City: West Chester, State: PA, ZIP Code: 19382

B. TRANSFER DATA

Grantor(s)/Lessor(s): Estate of Charity M. Alloway, Mailing Address: c/o Richard Morton, Esq., 220 W. Gay Street, City: West Chester, State: PA, ZIP Code: 19380

C. Date of Acceptance of Document

Grantee(s)/Lessee(s): Scott Alloway, Mailing Address: 2816 Morris Road, City: Lansdale, State: PA, ZIP Code: 19446

D. REAL ESTATE LOCATION

Street Address: 2816 Morris Road, City, Township, Borough: Worcester Township, County: Montgomery County, School District: Methacton, Tax Parcel Number: 67-00-02506-00-1

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? [] Y [X] N

Table with valuation data: 1. Actual Cash Consideration 1.00, 2. Other Consideration +0.00, 3. Total Consideration = 1.00, 4. County Assessed Value 245,630.00, 5. Common Level Ratio Factor X 1.72, 6. Fair Market Value = 422,483.60

F. EXEMPTION DATA

Table with exemption data: 1a. Amount of Exemption Claimed 100%, 1b. Percentage of Grantor's Interest in Real Estate 100%, 1c. Percentage of Grantor's Interest Conveyed 100%

Check Appropriate Box Below for Exemption Claimed.

- [X] Will or intestate succession. CHARITY M. ALLOWAY (Name of Decedent), 2009-2268 (Estate File Number)
[] Transfer to a trust.
[] Transfer from a trust.
[] Transfer between principal and agent/straw party.
[] Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
[] Transfer from mortgagor to a holder of a mortgage in default.
[] Corrective or confirmatory deed.
[] Statutory corporate consolidation, merger or division.
[X] Other (Please explain exemption claimed.) Transfer from Estate to lineal heir.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature], Date: 1/27/12

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES	
BUYER(S): <u>Deck LLC</u>	SELLER(S): <u>Scott Alloway</u>
BUYER'S MAILING ADDRESS: <u>P.O. Box 835 329 Knight Rd. Ambler, PA. 19002</u>	SELLER'S MAILING ADDRESS: <u>2816 Morris Rd. Lansdale, PA. 19446</u>

PROPERTY	
ADDRESS (including postal city): <u>2816 Morris Rd. Lansdale, PA. 19446</u>	
ZIP <u>19446</u>	
in the municipality of <u>Worcester Twp.</u>	
County of <u>Montgomery</u>	
in the School District of <u>Methacton</u>	
in the Commonwealth of Pennsylvania	
Tax ID #(s): <u>67-00-02506-001</u>	
Identification (e.g., Parcel #, Lot, Block; Deed Book, Page, Recording Date): _____	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>Compass Pennsylvania, LLC</u>	Licensee(s) (Name) <u>Neil F. Trueblood</u>
Company License # <u>RB068891</u>	State License # <u>RS327653</u>
Company Address <u>6 E. Montgomery Ave, Ardmore, PA 19003</u>	Direct Phone(s) _____
Company Phone (267) <u>380-5813</u>	Cell Phone(s) <u>(267)228-6355</u>
Company Fax _____	Email <u>neil.trueblood@compass.com</u>
Licensee(s) is (check only one):	
<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)	
<input checked="" 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 type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

LINDA GEORNEY
RS 197589

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>Springer Realty Group</u>	Licensee(s) (Name) <u>Tim Jones</u>
Company License # <u>3145985</u>	State License # <u>RS309764</u>
Company Address <u>740 Springdale Dr, St.100, Exton, PA 19341-2865</u>	Direct Phone(s) _____
Company Phone (484) <u>498-1000</u>	Cell Phone(s) <u>(215)915-3544</u>
Company Fax _____	Email <u>Tim@timjones.realtor</u>
Licensee(s) is (check only one):	
<input type="checkbox"/> Seller Agent (all company licensees represent Seller)	
<input checked="" 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: [Signature]

ASR Page 1 of 14

Seller Initials: [Signature]



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rev. 11/19; rel. 1/20

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6. ZONING (4-14)

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

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

7. FIXTURES AND PERSONAL PROPERTY (1-20)

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

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

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

(D) EXCLUDED fixtures and items: _____

8. MORTGAGE CONTINGENCY (10-18)

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

ELECTED.

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

<p>First Mortgage on the Property Loan Amount \$ _____ Minimum Term <u>30</u> years Type of mortgage <u>Conventional</u> For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed <u>85.000</u> % Mortgage lender <u>Ambler Savings Bank</u> Interest rate <u>4.000</u> %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of <u>5.000</u> %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.</p>	<p>Second Mortgage on the Property Loan Amount \$ _____ Minimum Term _____ years Type of mortgage _____ For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ % 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 _____ %. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.</p>
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(B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than September 18, 2020.

- If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer must continue to make a good faith effort to obtain mortgage financing.
- Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):
 - Does not satisfy the terms of Paragraph 8(A), OR
 - Contains any condition not specified in this Agreement (e.g., Buyer must settle on another property, an appraisal must be received by the lender, or the approval is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
- If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement,

Buyer Initials: TD

Seller Initials: JTW

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all deposit monies will be returned to Buyer according to the terms of Paragraph 26 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

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

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

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

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

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

- If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
- If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (Seller may require that Buyer sign a pre-settlement possession agreement such as the Pre-Settlement Possession Addendum [PAR Form PRE], which shall not, in and of itself, be considered unreasonable), OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 26 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(G)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 28 of this Agreement.

FHA/VA, IF APPLICABLE

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

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

(I) U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement
 Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

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

191 Buyer Initials: TD

Seller Initials: JK

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- c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
- d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

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

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

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

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

11. WAIVER OF CONTINGENCIES (9-85)
If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a **WAIVER** of that contingency and Buyer accepts the Property and agrees to the **RELEASE** in Paragraph 28 of this Agreement.

- 12. BUYER'S DUE DILIGENCE/INSPECTIONS (10-18)**
- (A) Rights and Responsibilities**
1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors; in addition, unless otherwise agreed, only Parties and their real estate licensee(s) may attend any inspections.
 2. Buyer may make two pre-settlement walk-through inspections of the Property for the limited purpose of determining that the condition of the Property is as required by this Agreement and any addenda. Buyer's right to these inspections is not waived by any other provision of this Agreement.
 3. Seller will have heating and all utilities (including fuel(s)) on for all inspections/appraisals.
 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared. Unless otherwise stated, Seller does not have the right to receive a copy of any lender's appraisal report.

Buyer Initials: TD

Seller Initials: J.R.

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

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

331 **Home/Property Inspectors and Environmental Hazards (mold, etc.)**

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

342 **Wood Infestation**

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

352 **Deeds, Restrictions and Zoning**

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

357 **Water Service**

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

362 **Radon**

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

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

380 **Property and Flood Insurance**

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

ASR Page 7 of 14

Seller Initials: JJSA

388		insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases.	
389		Property Boundaries	
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391	Elected	Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.	Waived FD
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396		Lead-Based Paint Hazards (For Properties built prior to 1978 only)	
397	Elected	Before Buyer is obligated to purchase a residential dwelling built prior to 1978, Buyer has the option to conduct a risk assessment and/or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. Regardless of whether this inspection is elected or waived, the Residential Lead-Based Paint Hazard Reduction Act requires a seller of property built prior to 1978 to provide the Buyer with an EPA-approved lead hazards information pamphlet titled "Protect Your Family from Lead in Your Home," along with a separate form, attached to this Agreement, disclosing Seller's knowledge of lead-based paint hazards and any lead-based paint records regarding the Property.	Waived FD
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405	Elected	Zoning Use for landscape business - confirmed by Township	Waived
406	FD		

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

(D) Notices Regarding Property & Environmental Inspections

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

13. INSPECTION CONTINGENCY (10-18)

- (A) The Contingency Period is 15 days (10 if not specified) from the Execution Date of this Agreement for each inspection elected in Paragraph 12(C)
- (B) Within the stated Contingency Period and as the result of any inspection elected in Paragraph 12(C), except as stated in Paragraph 13(C):
1. If the results of the inspections elected in Paragraph 12(C) are satisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller, accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 28 of this Agreement, OR
 2. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller and 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. If the results of any inspection elected in Paragraph 12(C) are unsatisfactory to Buyer, Buyer WILL present all Report(s) in their entirety to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.
- The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- a. Following the end of the Contingency Period, Buyer and Seller will have _____ days (5 if not specified) for a Negotiation Period. During the Negotiation Period:
- (1) Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
 - (2) Buyer and Seller will negotiate another mutually acceptable written agreement, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- If Seller agrees to satisfy all the terms of Buyer's Proposal, or Buyer and Seller enter into another mutually acceptable

Buyer Initials: FD

Seller Initials: AKC

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

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

(1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 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.

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

513 Buyer Initials: TD

Seller Initials: ATC

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(D) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT FULLY 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:

(K) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____
 Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this Agreement.

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

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

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

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

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

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

1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement, OR
 - b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - (1) Accept a temporary access certificate or temporary use and occupancy certificate, agree to the RELEASE in Paragraph 28 of this Agreement and make the repairs at Buyer's expense after settlement, 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.

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

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

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

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

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

Buyer Initials: TD

Seller Initials: ATC

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

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

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

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

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

17. REAL ESTATE TAXES AND ASSESSED VALUE (4-14)
In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

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

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

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

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

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

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

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

19. HOME WARRANTIES (1-10)

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

641 Buyer Initials: TD

Seller Initials: AW

- 542 20. **RECORDING (9-05)**
543 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
544 causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.
- 545 21. **ASSIGNMENT (1-10)**
546 This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assign-
547 able, on the assigns of the parties hereto Buyer will not transfer or assign this Agreement without the written consent of Seller unless
548 otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.
- 549 22. **GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)**
550 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
551 laws of the Commonwealth of Pennsylvania.
552 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
553 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
554 Pennsylvania.
- 555 23. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (1-17)**
556 The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property
557 Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S.
558 real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons pur-
559 chasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required
560 to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S.
561 taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/
562 Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to
563 withhold, you may be held liable for the tax.
- 564 24. **NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (4-14)**
565 The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing
566 for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal
567 police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular prop-
568 erty, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.
- 569 25. **REPRESENTATIONS (1-10)**
570 (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their license-
571 es, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement.
572 This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants,
573 representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not
574 be altered, amended, changed or modified except in writing executed by the parties.
575 (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property spec-
576 ially listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property
577 IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that
578 Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the
579 structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of
580 conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems
581 contained therein.
582 (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
583 (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.
- 584 26. **DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)**
585 (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all
586 deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID.
587 Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
588 (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to
589 determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
590 1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written
591 agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
592 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing
593 Broker how to distribute some or all of the deposit monies.
594 3. According to the terms of a final order of court.
595 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the
596 deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))
597 (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not
598 specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the
599 Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written
600 request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the
601 subject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request
602 for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer
603 and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to
604 any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based
605 upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights
606 to pursue litigation even after a distribution is made.

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Buyer Initials: 

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Seller Initials: 

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

725 27. **MEDIATION (1-10)**
726 Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies,
727 to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute
728 Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation
729 system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be
730 divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before
731 any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to
732 stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding. Any
733 agreement to mediate disputes or claims arising from this Agreement will survive settlement.

734 28. **RELEASE (9-05)**
735 Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any
736 OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or
737 through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and
738 all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects,
739 radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage
740 disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in
741 default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer
742 of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

743 29. **REAL ESTATE RECOVERY FUND (4-18)**
744 A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real
745 estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been
746 unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-
747 3658.

748 30. **COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**
749 (A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s)
750 and Closing Disclosure(s) upon receipt.
751 (B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be
752 satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant
753 to Paragraph 16. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made
754 directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or
755 allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if
756 any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the
757 Seller, unless otherwise agreed to by the parties.

758 31. **HEADINGS (4-14)**
759 The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the
760 sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

761 Buyer Initials: 

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Seller Initials: 

762 32. SPECIAL CLAUSES (1-10)

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

- 764 Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- 765 Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- 766 Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- 767 Settlement of Other Property Contingency Addendum (PAR Form SOP)
- 768 Appraisal Contingency Addendum (PAR Form ACA)
- 769 Short Sale Addendum (PAR Form SHS)

773 (B) Additional Terms:

- 774 Approved on-site septic system
- 775 Acceptable appraisal and approved financing by Buyer's Bank
- 776 Township Approved zoning use for landscape business
- 777 * Note: Closing to occur within 20 days of final unappealable approval of zoning use.

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

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

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

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

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

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

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

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

801 BUYER J. L. Decker - Member DATE 7-23-20
Deck LLC

802 BUYER _____ DATE _____

803 BUYER _____ DATE _____

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

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

806 SELLER Scott Alloway DATE 7-29-20
Scott Alloway

807 SELLER _____ DATE _____

808 SELLER _____ DATE _____

ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ZA

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

1 **PROPERTY** 2816 Morris Rd., Lansdale, Pa. 19446

2 **SELLER** Scott Alloway

3 **BUYER** Deck LLC

4 **DATE OF AGREEMENT** July 24, 2020

VERIFICATION OF ZONING FOR PROPOSED USE CONTINGENCY

1. Contingency Period: 90 days (15 days if not specified) from the Execution Date of the Agreement of Sale. Within the Contingency Period, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as _____ is permitted under the current zoning classification for the Property and is not prohibited by any other governmental land use restrictions.
2. If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the proposed use of the Property is not permitted, and Buyer will:
- (A) Accept the Property and agree to the terms of the RELEASE paragraph 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 the Agreement of Sale.
 - (C) Enter into a mutually acceptable written agreement with Seller.
- If Buyer and Seller do not reach a written agreement during the Contingency 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 RELEASE paragraph of the Agreement of Sale.

CHANGE OF ZONING/MUNICIPAL APPROVAL FOR PROPOSED USE CONTINGENCY

1. Within 15 DAYS of the Execution Date of the Agreement of Sale (15 days if not specified), Buyer will make a formal written application for zoning approval, variance, non-conforming use, or special exception from _____ (municipality) to use the Property as _____ (proposed use). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
3. If final, unappealable approval is not obtained by _____, Buyer will:
- (A) Accept the Property with the current zoning and agree to the terms of the RELEASE paragraph 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 the Agreement of Sale, OR
 - (C) Enter into a mutually acceptable written agreement with Seller.
- If Buyer and Seller do not reach a written agreement before the time specified in paragraph 3, 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 paragraph of the Agreement of Sale.

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

50 **BUYER** [Signature] - member **DATE** 7-23-2020

51 **BUYER** _____ **DATE** _____

52 **BUYER** _____ **DATE** _____

53 **SELLER** [Signature] **DATE** 7-29-20

54 **SELLER** Scott Alloway **DATE** _____

55 **SELLER** _____ **DATE** _____

APPRAISAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ACA

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

1 **PROPERTY** 2816 Morris Rd., Lansdale, Pa. 19446
2 **SELLER** Scott Alloway
3 **BUYER** Deck LLC

4 1. The Agreement of Sale is contingent upon the Property being appraised (in a manner that is acceptable to underwriter if Buyer is obtaining
5 financing) and at a value that is equal to or higher than:
6 \$ _____
7 The Purchase Price

8 2. Contingency Period. 30 days (30 if not specified) from the Execution Date of the Agreement.
9 Within the Contingency Period, Buyer may obtain an appraisal of the Property from a Pennsylvania certified appraiser. If Buyer is obtaining
10 financing, the appraisal shall be performed by a Pennsylvania certified appraiser selected by the lender to whom Buyer has made application
11 for financing. If Buyer is not obtaining financing, the appraisal shall be performed by a Pennsylvania certified appraiser selected by Buyer.
12 (A) If the terms of Paragraph 1 are satisfied, or if the appraisal is not completed within the Contingency Period, Buyer accepts the Property
13 and agrees to the terms of the RELEASE paragraph of the Agreement of Sale.
14 (B) If the terms of Paragraph 1 are not satisfied, Buyer will deliver a copy of the appraisal report to Seller, and Buyer will, within the
15 Contingency Period:
16 1. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
17 the Agreement of Sale, OR
18 2. Enter into a mutually acceptable written agreement with Seller.

19 3. If Buyer does not terminate the Agreement of Sale or enter into a mutually acceptable written agreement with Seller within this Contingency
20 Period, Buyer waives this contingency.

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

22 **BUYER** Deck LLC **DATE** 7-23-20
23 **BUYER** _____ **DATE** _____
24 **BUYER** _____ **DATE** _____
25 **SELLER** Scott Alloway **DATE** 7-28-20
26 **SELLER** _____ **DATE** _____
27 **SELLER** _____ **DATE** _____



COMPASS, 1601 Market Street 19th Floor Philadelphia PA 19103
Not Traded

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Phone: (610) 435-8015 Fax: _____
Deck 2816 Morris

ADDENDUM to Agreement of Sale

Addendum to contract dated June 30, 2020 between Scott E Alloway (Seller) and DECK L.L.C. (Buyers) on property located at 2016 Morris Rd., Lansdale, PA 19446

This addendum is to clarify the purchase terms of the Agreement of Sale submitted on June 29, 2020 as follows:

The following inspection contingencies are being elected along with applicable rights in place as stated on the Agreement of Sale (reference AOS Section 13):

- 1) Septic System - The existing septic system is being accepted in as-is condition upon written determination by a licensed septic system engineer that the existing on-site sewage system meets acceptable operational standards.
- 2) Water Service - Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company.
- 3) Roof Inspection - Buyer may have a roofing contractor evaluate the flat roof for possible leak.
- 4) Wood Destroying Insect Inspection - Buyer may order a WDI inspection.

5) Heater Inspection - Buyer may have the heater inspected.

*② ZONING USE FOR LANDSCAPE BUSINESS OPERATION
③ HOUSE INSPECTION INCLUDING RAPID*

Upon receipt of inspection reports for these items, Buyer may submit a proposal to Seller for correction and/or compensation for any items deemed "Defective". In response to this proposal, as stipulated in AOS Section 13, Seller may or may not take action to correct or compensate for any items identified in the proposal and Buyer maintains the right to terminate the contract and receive earnest deposit money refund should an agreement on a compromise not be reached.

Initials: SD 162307020
Initials: HL 177870

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LFD

This form is recommended and approved for but not restricted in use by the members of the Pennsylvania Association of Realtors (PAR)

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 2816 Morris Rd., Lansdale, PA 19446

2 **SELLER** Scott E. Alloway

3 **LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
10 possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

12 Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13 Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

17 **SELLER'S RECORDS/REPORTS**

18 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
19 Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
20 or about the Property. (List documents):

21 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

22 **SELLER** Scott E. Alloway DATE 7-27-2020

23 **SELLER** _____ DATE _____

24 **SELLER** _____ DATE _____

25 **BUYER** _____

26 **DATE OF AGREEMENT** 7/28/2020

27 **BUYER'S ACKNOWLEDGMENT**

28 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.
29 Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
30 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

31 Buyer has (initial one):

32 received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
33 lead-based paint and/or lead-based paint hazards; or
34 waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
35 paint hazards.

36 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

37 **BUYER** Tyler Decks - Morgan DATE 7/28/2020

38 **BUYER** _____ DATE _____

39 **BUYER** _____ DATE _____

40 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

41 Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
42 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

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

45 **BROKER FOR SELLER (Company Name)** Springer Realty Group-Blue Bell

46 **LICENSEE** Timothy Jones DATE 7/28/2020

47 **BROKER FOR BUYER (Company Name)** _____

48 **LICENSEE** _____ DATE _____



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10/16

ZONING APPROVAL CONTINGENCY ADDENDUM TO AGREEMENT OF SALE

ZA

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

1 **PROPERTY** 2816 Morris Rd., Lansdale, Pa. 19446
 2 **SELLER** Scott Alloway
 3 **BUYER** Deck LLC
 4 **DATE OF AGREEMENT** June 30, 2020

VERIFICATION OF ZONING FOR PROPOSED USE CONTINGENCY

- 10 1. **Contingency Period:** 30 days (15 days if not specified) from the Execution Date of the Agreement of Sale.
 11 **Within the Contingency Period, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as**
 12 **_____ is permitted under the current zoning classification**
 13 **for the Property and is not prohibited by any other governmental land use restrictions.**
 14 2. If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the
 15 proposed use of the Property is not permitted, and Buyer will:
 16 (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale. OR
 17 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 18 the Agreement of Sale.
 19 (C) Enter into a mutually acceptable written agreement with Seller.
 20 **If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the**
 21 **Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE**
 22 **paragraph of the Agreement of Sale.**

CHANGE OF ZONING/MUNICIPAL APPROVAL FOR PROPOSED USE CONTINGENCY

- 29 1. Within DAYS of the Execution Date of the Agreement of Sale (15 days if not specified), Buyer will make a formal writ-
 30 ten application for zoning approval, variance, non-conforming use, or special exception from _____
 31 _____ (municipality) to use the Property as _____
 32 _____ (proposed use). Buyer will pay for applications, legal representation, and any other costs
 33 associated with the application and approval process.
 34 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
 35 3. If final, unappealable approval is not obtained by _____, Buyer will:
 36 (A) Accept the Property with the current zoning and agree to the terms of the RELEASE paragraph of the Agreement of Sale. OR
 37 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 38 the Agreement of Sale. OR
 39 (C) Enter into a mutually acceptable written agreement with Seller.
 40 **If Buyer and Seller do not reach a written agreement before the time specified in paragraph 3, and Buyer does not ter-**
 41 **minate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the**
 42 **terms of the RELEASE paragraph of the Agreement of Sale.**

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

48 **BUYER** Tyler De **DATE** 7/28/2020
 49 Deck LLC
 50 **BUYER** _____ **DATE** _____
 51 **BUYER** _____ **DATE** _____
 52 **SELLER** Scott Alloway **DATE** 7-28-20
 53 Scott Alloway
 54 **SELLER** _____ **DATE** _____
 55 **SELLER** _____ **DATE** _____