

LAND ADDENDUM TO THE STANDARD AGREEMENT OF SALE

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

PROPERTY

SELLER

BUYER

DATE OF AGREEMENT _____

1. INSPECTIONS

Buyer agrees that Buyer, or anyone on the Property at Buyer's direction or on Buyer's behalf, will restore the Property to the condition that existed immediately prior to the start of inspections.

2. STATUS OF WATER

(A) An off-Property source of water is available for the Property through (Name of Service Provider)

CONNECTION TO OFF-PROPERTY WATER SOURCE CONTINGENCY

WAIVED. Buyer has the option to make the Agreement of Sale contingent on determining that the terms of connecting the Property to an off-Property water source are acceptable to Buyer. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of the Agreement of Sale.

ELECTED. Buyer will, within _____ days of the execution of the Agreement of Sale, and at Buyer's expense, determine the terms of connecting the Property to the water source. If the terms of connection are not acceptable to Buyer, Buyer will:

1. Accept the Property as is and agree to the RELEASE set forth in paragraph 25 of the Agreement of Sale, OR
2. Terminate the Agreement of Sale in writing, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and the Agreement of Sale will be VOID.

(B) An off-Property source of water is not available for the Property. Buyer is aware that there is no developed water source for the Property.

ON-SITE WATER SERVICE APPROVAL CONTINGENCY

WAIVED. Buyer has the option to make the Agreement of Sale contingent on receiving municipal approval for the installation of a well. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of the Agreement of Sale.

ELECTED. Within 10 days of the execution of the Agreement of Sale, Buyer will make a completed, written application for the municipal approval for the installation of a well. This sale is contingent upon Buyer obtaining, within _____ days of the execution of the Agreement of Sale, municipal approval for the installation of a well. Buyer will pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. If Buyer is unable to secure approval for well installation within the time given, Buyer will either:

1. Accept the Property as is and agree to the RELEASE set forth in paragraph 25 of the Agreement of Sale, OR
2. Terminate the Agreement of Sale, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and the Agreement of Sale will be VOID.

3. STATUS OF SEWER

(A) Connection to an off-Property sewage disposal system is available for the Property through (Name of Service Provider)

PUBLIC SEWAGE DISPOSAL SYSTEM CONTINGENCY

WAIVED. Buyer has the option to make the Agreement of Sale contingent on receiving municipal approval for the connection of the Property to a sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of the Agreement of Sale.

ELECTED. Within 10 days of the execution of the Agreement of Sale, Buyer will make a completed, written application for municipal approval for the connection of the Property to a sewage disposal system. This sale is contingent upon Buyer obtaining, within _____ days of the execution of the Agreement of Sale, municipal approval for connection of the Property to a sewage disposal system. Buyer will pay all costs associated with the application for approval, including but not limited to, any municipal fees and test expenses. If Buyer is unable to secure approval for sewer connection within the time given, Buyer will either:

1. Accept the Property as is and agree to the RELEASE set forth in paragraph 25 of the Agreement of Sale, OR
2. Terminate the Agreement of Sale, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and the Agreement of Sale will be VOID.

(B) An off-Property sewage disposal system is not available for the Property.

INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY

WAIVED. Buyer has the option to make the Agreement of Sale contingent on receiving all applicable governmental approval for the installation of an individual sewage system. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25

PREPARED BY: Jess Rahn, staff

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Buyer(s) _____

of the Agreement of Sale.

ELECTED. Within 10 days of the execution of the Agreement of Sale,

Buyer Seller

will make a completed, written application to all appropriate authorities for the installation of an individual on-lot sewage disposal system, and will pay all costs associated with the application for approval, including but not limited to, any fees and percolation test expenses. This sale is contingent upon receipt of all applicable governmental approval for installation of an individual on-lot sewage disposal system within _____ days of the execution of the Agreement of Sale. In the event test results are unacceptable to Buyer or approval for an individual on-lot sewage disposal system is unable to be secured within the time given, Buyer will either:

1. Accept the Property as is and agree to the RELEASE set forth in paragraph 25 of the Agreement of Sale, OR
2. Terminate the Agreement of Sale, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer and the Agreement of Sale will be VOID. Buyer will promptly deliver all information and test results acquired through the approval process to Seller.

4. ENVIRONMENTAL AUDITS AND PROPERTY INSPECTIONS

(A) Seller represents and warrants that Seller has no knowledge (except as listed below) of whether:

1. The Property has been contaminated by any substance in any manner which requires remediation;
2. The Property contains any wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law;
3. The Property contains any substance, the removal or disposal of which is subject to any law or regulation;
4. Any law has been violated in the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or groundwater;
5. The Property contains underground tanks.

EXCEPTIONS:

(B) Seller and Buyer acknowledge that Broker:

1. Is a licensed real estate broker;
2. Is not an expert in construction, engineering, or environmental matters; AND
3. Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property, or any adjacent property.

5. ZONING APPROVAL CONTINGENCY

NOT APPLICABLE

WAIVED. Buyer has the option to make the Agreement of Sale contingent on receiving municipal approval for the intended use of the Property. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 25 of the Agreement of Sale.

ELECTED

1. This sale is contingent on Buyer receiving zoning approval, or variance, or special exception from _____ (municipality) to use the Property as a _____ (proposed use).
2. Application for the approval (or variance/special exception) will be made within _____ days of the execution of the Agreement of Sale. Buyer will pay for applications, legal representation, and any other costs associated with obtaining approval.
3. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
4. If final unappealable approval is not obtained by _____ (date), the Agreement of Sale will be VOID, in which case all deposit monies paid on account of purchase price will be returned promptly to Buyer.

6. WAIVER OF CONTINGENCIES

In the event the Agreement is contingent on Buyer's right to inspect and/or repair the Property, **Buyer's failure to exercise any of Buyer's options within the time limits specified in the contingency provision(s) will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of the Agreement of Sale.**

7. LAND USE RESTRICTIONS OTHER THAN ZONING

(A) The Property, or a portion of it, is preferentially assessed for tax purposes, or has limited development rights, under the following Acts (see Land Use Restrictions Notices):

Farmland and Forest Land Assessment Act - Act 319 of 1974, 72 P.S. §5490.1 et seq. (Clean and Green Program)

Open Space Act - Act 515 of 1965, 16 P.S. §11941 et seq. (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, or open space uses)

Agricultural Area Security Law, Act 43 of 1981, 3 P.S. §901 et seq. (Development Rights)

Other _____

(B) Seller has no knowledge of any rights to timber, crops or minerals, except coal, that do not transfer with the Property unless otherwise stated here (for coal, see paragraph 17 of the Agreement of Sale):

(C) Buyer acknowledges that any land use restrictions associated with the Property's enrollment in the Clean and Green Program, the Open Space Act, Agricultural Area Security Law, or any other program identified above are encumbrances upon the Property. Buyer agrees that delivery of title subject to these encumbrances will not violate Seller's duty under paragraph 15(A) of the Agreement of Sale.

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Buyer(s) _____

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

WITNESS _____ BUYER _____ DATE _____

WITNESS _____ BUYER _____ DATE _____

WITNESS _____ SELLER _____ DATE _____

WITNESS _____ SELLER _____ DATE _____

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LAND USE RESTRICTIONS NOTICES

FARMLAND AND FOREST LAND ASSESSMENT ACT, Act 319 of 1974, 72 PS. §5490.1 (CLEAN AND GREEN PROGRAM): Properties enrolled in the Clean and Green Program receive preferential tax assessment.

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

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

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

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

OPEN SPACE ACT, Act 515 of 1965, 16 PS. §11941 (Official name: An Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply, or open space uses (1966, Jan. 13, P.L. (1965) 1292). This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed.

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

Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the tax implications that will or may result from 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.

AGRICULTURAL AREA SECURITY LAW, Act 43 of 1981, 3 P.S. §901 et seq. ((Development Rights) Land included in an Agricultural Area Security may have an agricultural conservation easement (commonly referred to as "Development Rights"). An agricultural conservation easement is the property owner's right to prevent development or improvement of the land for any purpose other than agricultural production. Conservation easements may have been sold by the owner(s) or previous owner(s) to a county land preservation board which may prevent any development on the property.

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Buyer(s) _____

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Seller(s) _____