

**FREEDOM TOWNSHIP BOARD OF SUPERVISORS
PUBLIC HEARING
JUNE 8, 2020
7:00 P.M.**

BOARD OF SUPERVISORS

Allen Beckett, Chairperson
Paul Kellett, Vice-Chairperson
Matt Young

TOWNSHIP OFFICIALS PRESENT

Zachary Gulden, Township Manager
Linus Fenicle, Township Solicitor

MEMBERS OF THE PUBLIC PRESENT

John Murphy (applicant's attorney), Rob Dufour (applicant), Bob Sharrah (applicant's engineer), & Denise Travis (Stenographer).

CALL TO ORDER

Chair Beckett called the Public Hearing to order at 7:00 p.m.

PURPOSE OF HEARING

- Conditional use application for 660 Cunningham Road (Cottage Industry – Frosty Fruit).

Mr. Gulden stated:

- The property was posted on June 12, 2020;
- The hearing was advertised in the Gettysburg Times;
- Adjacent property owners were notified by the mail;
- The Township's Planning Commission recommended approval of the conditional use application at their June 3, 2020 meeting;
- The Adams County Planning Department provided comments on June 10, 2020; and
- KPI Technology, Township engineer, provided comments on May 4, 2020.

Ms. Travis swore in Mr. Murphy, Mr. Dufour & Mr. Sharrah.

Mr. Murphy, Mr. Dufour, & Mr. Sharrah explained the conditional use application by going through Exhibits A through H, which are attached to the minutes.

BOARD OF SUPERVISOR'S COMMENT

Chairman Beckett made a **MOTION** to conditionally approve the cottage industry conditional use application for 660 Cunningham Road with the following conditions:

1. As conditional use applications are site specific, this approval is only valid for the parcel in its entirety at the time of submittal. Any conveyance of any portion of the land shall be a violation of this approval. The applicant may add additional lands to the parcel, but may not utilize any additional structures for this use without prior Board approval.
2. Applicant must obtain a highway occupancy permit for this use.
3. No amplified sound may be generated by this use between the hours of 11PM and 6:30 AM. This includes, but is not limited to: amplified music, warning buzzers and back up beepers, intercom speakers. Agricultural activities and HVAC equipment are specifically exempted from this prohibition. Four documented violations of this provision (either separate dates or only the same date if occurring after oral or written was actually received by either the applicant or the agent for the applicant on site) shall require the applicant to re-apply for the conditional use with a corrective plan. The Township may at such times, either accept the corrective plan, accept the corrective plan and add additional reasonable conditions either related or un-related to noise, or revoke the conditional use in its entirety if the use is deemed incompatible with the objective criteria of the code.
4. No showroom or tasting facility, outlet store is permitted. Signage indicating such a use shall be considered proof of a violation of this term. Applicant may erect signage in compliance with prevailing Freedom Township codes.
5. As the application is for a cottage industry, the residence may not be used independently from the cottage industry use. In other words, neither the use nor the residence may be utilized in a manner that creates potentially adverse relations between the uses. The creation, or the advertisement for the creation of a lease, whether written or oral will be evidence of a violation of this condition.
6. The applicant may not expand the use beyond the existing structures. The applicant, after obtaining the proper permits, may remodel, rebuild but not expand the existing structures for the cottage industry use. The residence (for residential use) and the placement of mechanical fixtures outside the structures are specifically exempted from this condition.
7. The cottage use may not sublet any part of the structure to any other business. This prohibition does not include wholly owned subsidiaries of the approved business if they are similar in nature.

8. A parking plan shall be submitted and approved by the Township Board of Supervisors.

The **MOTION** was **SECONDED** by Vice-Chair Kellett. The Motion carried unanimously (3-0).

PUBLIC COMMENT

None

ADJOURNMENT

There being no further business Chair Beckett made a **MOTION** to adjourn. The Motion was **SECONDED** by Vice-Chair Kellett. Chair Beckett adjourned the meeting at 7:37 p.m.

Conditional Use Hearing for Robert DuFour

June 10, 2020 at 7:00pm

Applicant's Exhibits

- A Conditional Use Application
- B Survey
- C Review Memo from KPI
- D Trip Generation Evaluation
- E Deed to Applicant dated May 13, 2020
- F GIS photos (2) of the Property located at 660 Cunningham Road
- G Photos of tractor trailer at Property
- H Section 1302 of the Freedom Township Zoning Ordinance dated April 8, 2020



FREEDOM TOWNSHIP CONDITIONAL USE APPLICATION INSTRUCTIONS

Freedom Township
2184 Pumping Station Road
Fairfield, PA 17320

www.freedomtownship.us

1. Complete the application. Please print legibly or type the information.
2. Sign and date the application.
3. **YOU MUST CONVINCINGLY SHOW, BOTH IN WRITING AND THROUGH TESTIMONY, HOW YOUR REQUEST MEETS THE RELEVANT CRITERIA FOR GRANTING THE REQUEST.** Attach appropriate written explanations that indicate how your request meets the criteria referenced in Article 13, §1303 of the Freedom Township Code. Attach appropriate drawings, plans, and/or illustrations which help explain your request. Fifteen (15) copies of the proposed plan, a minimum size of 18" x 24", must be submitted with the application. All materials submitted with this applications or entered as Exhibits during the hearing become the property of Freedom Township and are kept with this application.
4. **COMPLETE** applications are due at least thirty (30) days prior to the hearing on such request.
5. The application and all additional materials submitted with the application must be originals. The Township will not accept fax copies of any materials associated with this application.
6. The fee is currently **\$500.00 plus all costs incurred over this amount by the Township** for a Conditional Use Application. Fees are subject to change at any time, and are determined by the Board of Supervisors and approved through a Resolution. This fee must be paid in full at the time of application submission or the application will not be accepted. Checks are to be made payable to Freedom Township.
7. There may be additional review fees that incur during the application process. All additional review fees will be charged to the Applicant and must be paid in full by the Applicant prior to any approval and/or issuance of certificates.
8. If the application submitted is not complete, the Township reserves the right to immediately deny the application and return it to the Applicant without the Planning Commission's and Board of Supervisor's review and action on the application.
9. I/We have read and understand the directions:

Robert A. Sharrah, Agent
Signature

04-13-2020
Date

ROBERT A. SHARRAH, AGENT
Print Name





FREEDOM TOWNSHIP CONDITIONAL USE APPLICATION

Freedom Township
2184 Pumping Station Road
Fairfield, PA 17320

www.freedomtownship.us

Property Location/Address: <u>660 CUNNINGHAM ROAD</u>	
Tax Parcel ID # <u>13E16-0001--000</u>	Zoning District: <u>RC (RURAL CONSERVATION)</u>
Current use of property: <u>CURRENTLY VACANT (FORMERLY RESIDENTIAL/AGRICULTURAL)</u>	
Proposed use of property: <u>RESIDENTIAL AGRICULTURAL WITH COTTAGE INDUSTRY</u>	
Is the property located in a floodplain?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Briefly describe the purpose of this application and reference the relevant sections of Township's Zoning Ordinance (*please continue on separate sheet of paper, if necessary*): _____

Applicant proposes to purchase the property and live in the residence and operate a cottage industry from one of the large existing buildings on the site. The applicant currently operates the "Frosty Fruit" business from his/their home in Georgia. Employees of the business are the father, mother and two sons who will live on the premises.

~~See attached Narrative for additional information.~~

List all of the names and addresses of the owners of all of the properties adjacent and across the street to the subject property (*please continue on a separate sheet of paper, if necessary*):

SEE ATTACHED LIST



CONDITIONAL USE APPLICATION

CONTACT INFORMATION

Applicant Information:

Name: ROBERT DUFOUR (FROSTY FRUIT.NET) Phone: 800-806-8959
 Address: 405 HALF HITCH COURT WOODSTOCK, GA 30188
 E-mail: rob@frostyfruit.net

Property Owner Information (if different from the Applicant):

Name: FUTURESTAKE INC. (TIMOTHY P. SHIELDS) Phone: 717-334-6245
 Address: 297 STEINWEHR AVENUE GETTYSBURG, PA 17325
 E-mail: tshields2@comcast.net

Will the applicant (s) be represented by another person or counsel? Yes No

If yes, please provide their name, address, phone number & email address:

Name: ROBERT A. SHARRAH, PLS Phone: 717-334-5400
 Address: 20 CHAMBERSBURG STREET GETTYSBURG, PA 17325-1101
 E-mail: rsharrah@sharrahdesign.com

I hereby authorize the Board of Supervisors, Planning Commission, Township staff, and any Township consultant to enter the exterior premises of this property between 8:00 a.m. and 8:00 p.m., at their own risk, while this application is being considered for approval, as needed to determine compliances with Township Ordinances.

Robert A. Sharrah, Agent
 Signature of Property Owner

04-13-2020
 Date

I/We the undersigned applicant(s), do hereby make application to the Freedom Township Board of Supervisors for the purpose of consideration of a conditional use for the above-referenced property pursuant to the Pennsylvania Municipalities Planning Code, (Act 247 of 1968 , as amended), and the Zoning Code of the Freedom Township, (as amended). My/Our signatures below certify that all of the above referenced statements and information and any additional information submitted and made part of this application are true and complete to the best of my/our knowledge and belief.

Applicant(s):

Robert A. Sharrah, Agent
 Signature

ROBERT A. SHARRAH
 Print Name

Date 04-13-2020

 Signature

 Print Name

Date _____

Signature of property owner(s), (If different from applicant):

 Signature

 Print Name

Date _____

PROJECT NARRATIVE

LOCATION & CONTEXT

This project is located at 660 Cunningham Road in the Rural Conservation (RC) Zoning District. The site contains 27.219+/- acres and is improved with an existing two story single family detached residential dwelling, a one story frame guest house and multiple out-buildings including a frame bank barn and large pole building. The site is served by an existing on-lot water well and a new private on-lot sewage disposal system.

The buildings were reportedly constructed in the mid-1800s for a larger farming operation. A recent past owner not only farmed the acreage but at one point reportedly repaired cars and other vehicles from the large shed on the western end of the site.

PROPOSED PROJECT

The applicant proposes to purchase the property and move his family and business to this location. They currently reside outside of Atlanta Georgia, where they are presently operating the Frosty Fruit business from their home there.

Frosty Fruit (www.frostyfruit.net) is a school fundraising company. The business helps schools across the U.S. raise money for their students and programs through a slush machine fundraiser operation. The main company focus is to distribute frozen drink machines and 100% fruit juice slush mixes to schools. The mixes are all made off-site by a packager in Brunswick, NJ. Bulk product will be received at this location by freight shipments coming from the packager approximately 5 or 6 times per year. These shipments arrive via a tractor trailer. Product will be stored inside the existing building until such time as it is ordered for shipment to the customer/end user. There will be no substantive changes to the outward appearance of the existing building.

Customers are spread throughout the United States and customers never come to the facility for any reason. All transactions are via telephone or internet.

Shipments leaving the facility typically are on a UPS parcel delivery truck. At the current operation, pickups by the UPS parcel driver occur two to three times per week depending on the season. A limited amount of product is shipped via UPS freight and would require having a freight truck stop one or two times per week during the busiest season. However, many weeks there will be no freight pick-ups/deliveries.

For example, in the five week period (1/13/20-2/14/20) the operation has only needed to have a freight truck come three (3) times as everything else was shipped via UPS parcel truck.

Typically, winter months are slower. With the customers being schools and the product being frozen drinks, the business is very seasonal. The busy season is August 1st through October 31st; during which time approximately 50% of what is typically shipped in a year is sold. During the months of June and July, because schools nationwide are not in session, very little if any business is conducted in the way of shipments.

Frosty Fruit is a family-owned and run business. Currently, the only employees are Robert DuFour, his wife (contract purchasers of the property), and their two sons. The family intends to live on the property. The business may potentially hire one more person, part-time initially, to assist in the packaging and shipping. There is no additional employee need in the foreseeable future.

See the aerial photo below. As previously indicated, the existing metal building on the right would be the building utilized for the business.



Upon granting of Conditional Use approval and review and approval of a Minor Stormwater Management Plan to utilize this property for the cottage industry, the two gravel lots between the barn and existing metal building will be connected to create a pull-through in order to get trucks off the road and not restrict traffic on the public road in any way. Other than delivery trucks coming onto the property, there are no other traffic or parking needs on-site.

COMPLIANCE WITH CONDITIONS

In the following paragraphs the conditions set forth in §1303.R of the newly adopted Zoning Ordinance will be enumerated and a response provided as to addressing or otherwise complying with the condition. The Ordinance criteria are presented below in *italics* type and the Applicants' demonstration of compliance are in **bold** type.

- 1. Background: The Township recognizes the need to establish regulations pertaining to home-based occupations as a result of the increased need for diversity of income.*

Such regulations must be developed in a manner which protects adjacent uses from adverse effects. Since home-based occupations in sparsely populated areas do not typically represent a significant threat to adjacent property owners, the Township has created regulations for cottage industries. For the purposes of this Ordinance, a cottage industry is defined as an occupation or business conducted by a resident in a dwelling or building accessory to the dwelling, as an accessory use which is clearly subordinate to the residential use. It is permitted by conditional use in all zoning districts.

The applicants' proposed use of the property fits squarely into this definition.

2. **Conditions:** all properties containing a cottage industry shall comply with the following regulations.

a. The person primarily responsible for the cottage industry shall be a full-time resident.

The contract purchaser/future landowner, his wife and two children shall be responsible for the cottage industry.

b. No more than two persons not in residence in the dwelling shall be employed in the cottage industry.

At the present time, no outside employees are part of the business. However, the applicant will comply with this stipulation.

c. The cottage industry shall be conducted entirely within the dwelling and/or accessory building on the same lot as the dwelling.

The cottage industry will be conducted within the existing, westernmost building on the property. No outward appearance changes will be undertaken relative to the building.

d. The total floor area of the cottage industry shall not exceed two thousand (2,000) square feet.

The total floor area of the existing building to be used for the cottage industry is 2240+/-sf. While it is acknowledged this exceeds the stated maximum, the building is existing and will not be altered on the exterior by this operation.

e. A cottage industry shall not be located on a lot which is less than five (5) acres in size.

The lot upon which the cottage will reside is 27.219+/- acres in size.

f. An accessory building utilized for a cottage industry shall comply with all lot coverage and yard requirements contained in the applicable zoning district regulations for single-family detached dwellings.

The building to be utilized is an existing, nonconforming building in that it is located within the front yard along Cunningham Road. To the best of our knowledge the building was constructed prior to the adoption of zoning in Freedom Township. The proposed use of the building for the cottage industry will

not worsen or extend the nonconformity as there will be no outward change to the structure.

- g. No more than one (1) cottage industry shall be permitted on any lot.*

The only cottage industry proposed for the property is the "Frosty Fruit" use.

- h. No displays or change in the building facade shall indicate from the exterior that the dwelling or accessory building is being utilized for purposes other than a dwelling or accessory building.*

The building façade shall not be altered under this application.

- i. To prevent on-street parking, the resident responsible for the cottage industry shall provide adequate off-street parking.*

Sufficient existing gravel space is available outside the building for all applicable driving and maneuvering. Presently, there are no employees other than family members, for which ample existing parking space is available. In the future event that two employees are hired, adequate existing gravel is available for off-street parking.

- j. Storage of materials, finished products, or machinery used for the cottage industry shall be wholly enclosed by the dwelling or accessory building, within the maximum floor area previously defined, and shall not be visible from any adjacent lot or street.*

All products and machinery associated with the cottage industry shall be kept inside the enclosed building or the lean-to area on the rear of the building.

- k. Deliveries shall not restrict traffic circulation.*

Deliveries will all occur on the gravel areas depicted on the attached Site Plan; all of which are on private property.

- l. No traffic shall be generated by the cottage industry in greater volumes than would normally be expected in a rural area.*

Cunningham Road is a PennDOT maintained roadway and is routinely used by UPS and Fed Ex delivery trucks. Likewise, the roadway sees an occasional tractor trailer. Given the extremely low volume of delivery truck traffic at this proposed facility, we do not believe this cottage industry will place any undue additional traffic in the area.

- m. A cottage industry shall not produce noise, obnoxious odors, vibrations, lighting glare, fumes, smoke, or electrical interference detectable to normal sensory perception outside the structure.*

The cottage industry will not produce noise, obnoxious odors, vibrations, lighting glare, fumes, smoke, or electrical interference detectable to normal sensory perception outside the structure.

- n. There shall be no illegal discharge of any materials, fluids, or gases into the sewage disposal facilities or in any other manner which would be in violation of any applicable government code.*

There will be no illegal discharge of any materials, fluids, or gases into the sewage disposal facilities or in any other manner which would be in violation of any applicable government code.

- o. Sales of goods on the premises shall be limited to goods made on the premises or goods relating to services performed on the premises.*

There will be no sale of goods on the premises. All materials are shipped in, received and then shipped out for retail sale at schools off the site of the cottage industry.

- p. Any accessory structure utilized in a cottage industry shall be architecturally and structurally compatible with the residence on the property.*

As previously indicated, the building in which the proposed cottage industry will take place is existing. Its outward appearance will not be altered.

SUMMARY

This proposed "cottage industry" will utilize an existing building located on the property at 660 Cunningham Road. The owners/operators of the business will live in the residence on the property. There will be no outward appearance changes to the building. There will be no traffic and/or congestion issues associated with the use.

Therefore, with the above statements of fact on record, the conditional use approval should be granted.

TAX PARCEL	OWNER NAME	PROPERTY ADDRESS	OWNER ADDRESS
13E16-0001F--000	W. KEVIN & JANE L. CRAWFORD	700 CUNNINGHAM ROAD GETTYSBURG, PA 17325	2 PALMER RIDGE ROAD GANSEVOORT, NY 12851
13E16-0042---000	JOHN A. & DEANA M. BADDICK	804 CUNNINGHAM ROAD GETTYSBURG, PA 17325	804 CUNNINGHAM ROAD GETTYSBURG, PA 17325
13E16-0049---000	GENE P. & LINDA G. MOOSE	374 CUNNINGHAM ROAD GETTYSBURG, PA 17325	680 BARLOW-GREENMOUNT ROAD GETTYSBURG, PA 17325
13E16-0005---000	JOHN R. LLOYD	491 CUNNINGHAM ROAD GETTYSBURG, PA 17325	491 CUNNINGHAM ROAD GETTYSBURG, PA 17325
13E16-0004---000	JOHN A. JR. & PAMELA D. DOSTER	470 SCHRIVER ROAD GETTYSBURG, PA 17325	470 SCHRIVER ROAD GETTYSBURG, PA 17325
13E16-0001C--000	JOHN M. & BARBARA ELAINES BEAULIEU	455 SCHRIVER ROAD GETTYSBURG, PA 17325	455 SCHRIVER ROAD GETTYSBURG, PA 17325
13E16-0001D--000	KARL D. & MARJORIE S. KING	685 CUNNINGHAM ROAD GETTYSBURG, PA 17325	685 CUNNINGHAM ROAD GETTYSBURG, PA 17325

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

ASR

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

PARTIES	
BUYER(S): Robert P. DuFour and Jessica S. DuFour	SELLER(S): Futurestake Inc.
BUYER'S MAILING ADDRESS: 405 Half Hitch Court, Woodstock, GA 30188	SELLER'S MAILING ADDRESS:

PROPERTY	
ADDRESS (including postal city) 660 Cunningham Road, Lots #1 & #3 consisting of 27.22 acres	
Gettysburg, PA 17325	ZIP 17325
in the municipality of Freedom Township	County of Adams
in the School District of Gettysburg	in the Commonwealth of Pennsylvania
Tax ID #(s): 13E16-0001-000	and/or
Identification (e.g., Parcel #, Lot, Block, Deed Book, Page, Recording Date): Deed Book 6478, Page 132	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) Sites Realty, Inc.	Licensee(s) (Name) David L. Sites
Company License # RB045765C	State License # RM044314A
Company Address 571 West Middle Street	Direct Phone(s)
Gettysburg, PA 17325	Cell Phone(s) 717-487-4000
Company Phone 717-334-4674	Email dsites@sitesrealtyinc.com
Company Fax 717-334-1701	Licensee(s) is (check only one):
Broker is (check only one):	<input type="checkbox"/> Buyer Agent (all company licensees represent Buyer)
<input type="checkbox"/> Buyer Agent (Broker represents Buyer only)	<input type="checkbox"/> Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" 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)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) Sites Realty, Inc.	Licensee(s) (Name) David L. Sites
Company License # RB045765C	State License # RM044314A
Company Address 571 West Middle Street	Direct Phone(s)
Gettysburg, PA 17325	Cell Phone(s) 717-487-4000
Company Phone 717-334-4674	Email dsites@sitesrealtyinc.com
Company Fax 717-334-1701	Licensee(s) is (check only one):
Broker is (check only one):	<input type="checkbox"/> Seller Agent (all company licensees represent Seller)
<input type="checkbox"/> Seller Agent (Broker represents Seller only)	<input type="checkbox"/> Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" 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: RD JSD

Seller Initials: [Signature]

1. **By this Agreement**, dated 02/05/2020
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price _____

U.S. Dollars), to be paid by Buyer as follows:

- 1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: \$ _____
- 2. Additional Deposit within _____ days of the Execution Date: \$ _____
- 3. Upon ratification _____

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

(C) Deposits, regardless of the form of payment, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____),

who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SELLER ASSIST (If Applicable) (1-10)**

Seller will pay \$5,000.00 Realtor/Broker or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

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

(A) Settlement Date is 04/30/2020, or before if Buyer and Seller agree.

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

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

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

- 1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
- 2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

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

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

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

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

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

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

(A) Written acceptance of all parties will be on or before: 02/07/2020

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

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

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

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

Buyer Initials: [Signature]

Seller Initials: [Signature]

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: Rural Conservation

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: All appliances in home & guest house

(C) The following items are not owned by Seller and may be subject to a lease or other financing agreement. Contact the provider/vender 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:

Table with 2 columns: First Mortgage on the Property and Second Mortgage on the Property. Rows include Loan Amount, Minimum Term, Type of mortgage, LTV ratio, Mortgage lender, and Interest rate details.

(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 03/22/2020

1. 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.

2. 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):

- a. Does not satisfy the terms of Paragraph 8(A), OR
b. 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).

3. 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:

[Handwritten initials]

Seller Initials:

[Handwritten initials]

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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 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.
 1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 28 of this Agreement.
 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld (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
 - 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 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.

Buyer Initials:

Seller Initials:

191 9. CHANGE IN BUYER'S FINANCIAL STATUS (9-18)

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

197 10. SELLER REPRESENTATIONS (1-20)

198 (A) Status of Water

199 Seller represents that the Property is served by:

- 200 Public Water Community Water On-site Water None _____

201 (B) Status of Sewer

202 1. Seller represents that the Property is served by:

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

208 2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

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

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

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

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

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

237 (C) Historic Preservation

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

239 (D) Land Use Restrictions

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

- 242 Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
243 Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
244 Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
245 Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
246 Other _____

247 2. Notices Regarding Land Use Restrictions

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

251 b. Clean and Green Program: Properties enrolled in the Clean and Green Program receive preferential property tax assess-
252 ment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution
253 of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that
254 may result in the future as a result of any change in use of the Property or the land from which it is being separated.
255

256 Buyer Initials:

Seller Initials:

- 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 (9-05)

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

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

(A) Rights and Responsibilities

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

Buyer Initials:

[Handwritten initials]

Seller Initials:

[Handwritten initials]

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

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

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

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

341 **Wood Infestation**

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

351 **Deeds, Restrictions and Zoning**

352 Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**
 353 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
 354 Property (such as in-law quarters, apartments, home office, day care, commercial or recreational vehicle parking)
 355 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 pCi/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

386 Buyer Initials: BP

Seller Initials: [Signature]

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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.

Property Boundaries

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

Lead-Based Paint Hazards (For Properties built prior to 1978 only)

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.

Elected

Waived

Other

Elected

Waived

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

(D) Notices Regarding Property & Environmental Inspections

- 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.
- Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
- 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.
- Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire 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 afforded or denied because of its location in a wetlands area.
- 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.
- 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 30 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):

- 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
- 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
- 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:

- Seller will acknowledge in writing Seller's agreement to satisfy all the terms of Buyer's Proposal OR
 - 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:

[Handwritten initials]

Seller Initials:

[Handwritten initials]

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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 30 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 these 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.

Buyer Initials:

Seller Initials:

(I) COAL NOTICE (Where Applicable)

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

Seller Initials: [Signature]

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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.

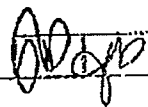
If Buyer fails to respond within the time stated in Paragraph 18(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 28 of this Agreement.

(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.

Buyer Initials: 

Seller Initials: 

20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (1-10)

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

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

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

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

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

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

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

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

25. REPRESENTATIONS (1-10)

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

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

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

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

26. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (4-14)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 26(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

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

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 26(C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distributes the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

Buyer Initials:

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Seller Initials:

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

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

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

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

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

742 **29. REAL ESTATE RECOVERY FUND (4-18)**

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

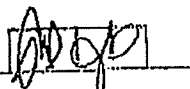
747 **30. COMMUNICATIONS WITH BUYER AND/OR SELLER (1-10)**

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

757 **31. HEADINGS (4-14)**

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

760 Buyer Initials:



Seller Initials:



32. SPECIAL CLAUSES (1-10)

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

- Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSPCM)
- Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- Settlement of Other Property Contingency Addendum (PAR Form SOP)
- Appraisal Contingency Addendum (PAR Form ACA)
- Short Sale Addendum (PAR Form SHS)
- Exhibits 1-6

(B) Additional Terms:

It is hereby understood and agreed that Buyers must receive zoning approval to operate their current business known as "Frosty Fruit" at 660 Cunningham Road, utilizing the detached machine/storage building as the base for distribution and business. Said approval must be received on or before April 17, 2020. In the event approval for zoning is obtained prior to April 17, 2020 and financing has been approved, Buyers shall settle within 10 days of zoning approval notification.

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

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

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

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

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

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

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

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

BUYER		DATE	2/4/2020
BUYER		DATE	2-4-2020
BUYER		DATE	

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

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

SELLER		DATE	2/7/20
SELLER		DATE	
SELLER		DATE	

Stamp #2019-049470	Consideration	\$550,000.00
Loc Freedom Township	Am N	
Commonwealth of Pennsylvania		\$5,500.00
Freedom Township		\$2,750.00
Gettysburg Area School District		\$2,750.00
By: JENNIFER STIFFLEF	Total:	\$11,000.00



Image ID: 00003930857 Type: GEN
 Recorded: 04/12/2019 at 11:06:48 AM
 Fee Amt: \$11,070.25 Page 1 of 4
 Instr# 20190003705
 Adams County, PA
 Karen Heflin Register and Recorder

BK 6478 PG 132

DEED

MADE THE 15th day of March, 2019

BETWEEN, RICHARD DENNIS RIDER and K. JILL RIDER, husband and wife, of 14 Balmoral Drive, Niceville, Florida, parties of the first part, GRANTORS,

- AND -

FUTURESTAKE, INC., a Pennsylvania, corporation, having offices in Gettysburg, Pennsylvania, party of the second part, GRANTEE.

WITNESSETH, that in consideration of Five Hundred Fifty Thousand Dollars (\$550,000.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee:

ALL that tract of land situate, lying and being in Freedom Township, Adams County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a magnetic nail set over a railroad spike in Cunningham Road, S. R. 3008, at corner of Lot 2 as shown on the subdivision plan, South 84 degrees 23 minutes 52 seconds East, 358.12 feet to a magnetic nail (set); thence continuing in said road, on a curve to the left having a radius of 370.00 feet, an arc distance of 523.90 feet and a chord bearing and distance of North 58 degrees 15 minutes 29 seconds East, 481.22 feet to a magnetic nail (set) in said road; thence continuing in said road North 16 degrees 03 minutes 12 seconds East, 218.28 feet to a magnetic nail (set) over a railroad spike; thence continuing in said road, North 19 degrees 50 minutes 45 seconds East, 100.00 feet to a railroad spike set along lands now or formerly of John M. Beaulieu, et ux. and corner of lands now or formerly of John A. Doster, et ux; thence continuing in said road and along said lands now or formerly of John A. Doster, et ux., South 68 degrees 13 minutes 16 seconds East, 310.20 feet to a magnetic nail (set) in said road at corner of lands now or formerly of John R. Lloyd; thence along said lands now or formerly of John R. Lloyd, South 12 degrees 25 minutes 53 seconds West, 565.95 feet to a rebar; thence continuing along same, South 03 degrees 26 minutes 51 seconds West, 159.39 feet to a rebar; thence continuing along same, South 06 degrees 46 minutes 33 seconds East, 496.65 feet to a rebar on line of lands now or formerly of Gene P. Moose, et ux., thence along

said lands now or formerly of Gene P. Moose, South 79 degrees 05 minutes 41 seconds West, 701.25 feet to a rebar; thence along same and lands now or formerly of John A. Baddick, et ux., North 77 degrees 27 minutes 04 seconds West, 691.96 feet to a rebar(set) at corner of Lot No. 2 as shown on the subdivision plan; thence along said Lot No. 2, North 20 degrees 18 minutes 37 seconds East, 832.07 feet, passing through a rebar (set) back 24.21 feet to a magnetic nail (set) over a railroad spike, the point and place of BEGINNING. CONTAINING 27.219 acres.

The above description for Lot 1 (Residue) was taken from a Final Subdivision Plan for Richard Dennis Rider, dated September 18, 2017, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 6353 at page 192.

Being a part of that which Lloyd Reaver, Jr. and Peggy Reaver, husband and wife, by their deed dated April 20, 1995, which said deed is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 1019 at page 212, sold and conveyed unto Richard Dennis Rider and K. Jill Rider, husband and wife, the Grantors herein.

SUBJECT, NEVERTHELESS, to the conditions, covenants and restrictions as set forth in the aforementioned plan of lots and SUBJECT TO the covenants, conditions and restrictions as more specifically set forth in Record Book 851 at page 129.

AND the said Grantors hereby covenant and agree that they will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above-written.



Image ID: 000003930658 Type: GEN
Page 2 of 4

BK 6478 PG 133

WITNESS:

Rose M. Jacobs

Rose M. Jacobs

Richard Dennis Rider

Richard Dennis Rider

K. Jill Rider

K. Jill Rider

COMMONWEALTH OF PENNSYLVANIA ✓

COUNTY OF ADAMS ✓

ss.

ON THIS, the 15th day of March, 2019, before me, the undersigned officer, personally appeared Richard Dennis Rider and K. Jill Rider, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing and acknowledged that they executed the same for the purposes therein contained.

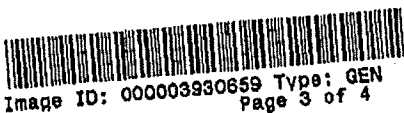
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rose M. Jacobs

Notary Public

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
Rose M. Jacobs, Notary Public
Adams County
My commission expires January 20, 2023
Commission number 1077919
Member, Pennsylvania Association of Notaries



BK 6478 pg 134

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within named grantee is:

FutureStake, Inc. ✓
297 Steinwehr Avenue
Gettysburg, PA 17325


Attorney for Grantee



Image ID: 000003930680 Type: GEN
Page 4 of 4

BK 6478 PG 135



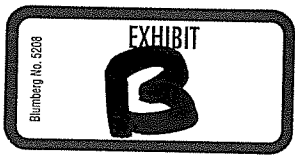
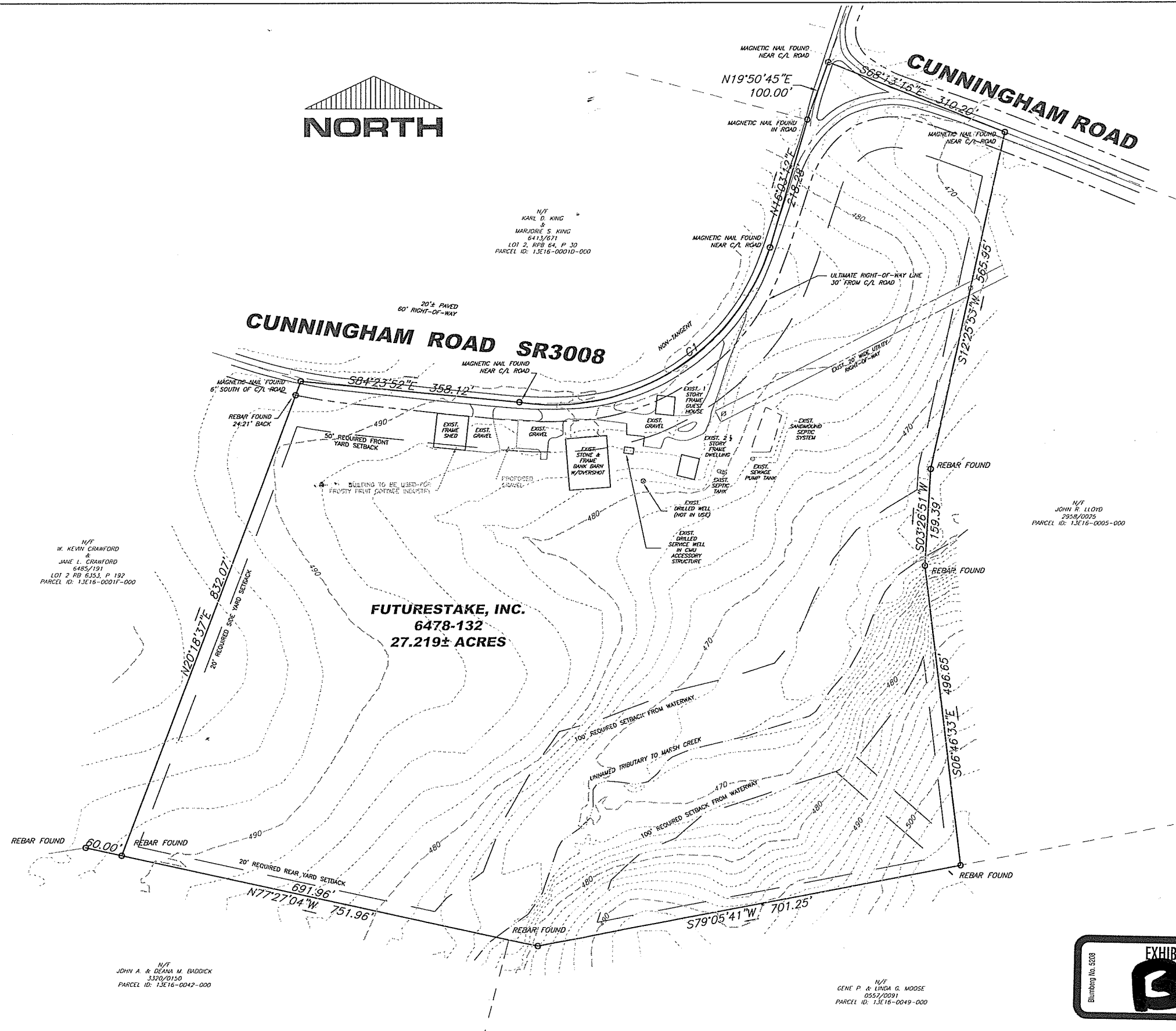
N/F
KARL D. KING
&
MARJORIE S. KING
6413/671
LOT 2, RPB 64, P. 33
PARCEL ID: 13E16-00010-000

N/F
W. KEVIN CRAWFORD
&
JANE L. CRAWFORD
6485/191
LOT 2, RPB 63, P. 192
PARCEL ID: 13E16-00011-000

N/F
JOHN R. LLOYD
2958/0075
PARCEL ID: 13E16-0005-000

N/F
JOHN A. & DEANA M. BADDICK
3320/0150
PARCEL ID: 13E16-0042-000

N/F
GENE P. & LINDA G. MOOSE
0557/0291
PARCEL ID: 13E16-0049-000



Sharrah Design Group, Inc.
Land Surveying & Design
20 Chambersburg Street
Gettysburg, PA 17325
Phone: (717) 334-5400
Fax: (717) 334-0922
©COPYRIGHT 2020



REVISIONS		
NO.	DATE	DESCRIPTION

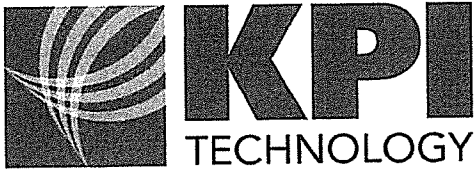
XREFS	

811 Know what's below. Call before you dig.
PENNSYLVANIA ACT 381 (1974) AS AMENDED BY PENNSYLVANIA ACT 311 (2008) REQUIRES NO LESS THAN THREE (3) WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BURY OR REMOVE.

PLAN PREPARATION	
DRAWN BY: WLM/RAS	DATE: 10 APRIL 2020
DESIGNED BY: RAS	FILE NO.: 1857
CHECKED BY: RAS	DWG NO.: CUEXHBT-1857

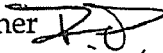
CONDITIONAL USE EXHIBIT
FROSTY FRUIT
A COTTAGE INDUSTRY
FREEDOM TOWNSHIP ~ ADAMS COUNTY ~ PENNSYLVANIA

SCALE
1"=80'
SHEET NO.
1 of 1



MEMORANDUM

To: Freedom Township Board of Supervisors
Freedom Township Planning Commission
Linus Fenicle - Township Solicitor

From: Dominic Picarelli, Environmental Planner 

Date: May 4, 2020

Re.: **Conditional Use Application Review**
Frosty Fruit (660 Cunningham Road)
Application date: April 14, 2020

The proposal is to convert an existing frame shed into the structure that will host the Cottage Industry. The building will mostly be utilized for storage of the products. The applicant anticipates delivery of products approximately 5-6 times per year. The project site is located at 660 Cunningham Road in the Rural Conservation (RC) District. The property is deemed nonconforming because most of the existing buildings (including the building to be utilized for the cottage industry) are located within the required front setback; however, this proposal will not have a positive or negative effect on the situation. We note the following comments for your consideration:

1. The total floor area of the cottage industry shall not exceed two thousand (2000) square feet. (1302.R.2.d) The existing structure proposed is 2240 +/- square feet. It is recommended that the developer requests a modification to this section to allow the extra 240 square feet to be utilized for the cottage industry.
2. An accessory structure utilized for a cottage industry must meet all applicable zoning district regulations. (1302.R.2.f) As noted before, the existing structure is located within the required setback line. The developer should ask for a modification to this section.
3. Storage of material must be enclosed entirely within the structure and shall not be visible to an adjacent lot or street. (1302.R.2.j) The application states material will be stored inside the building or the "lean-to area." More information regarding the "lean-to area" needs to be provided to ensure this meets the zoning regulations.



Knoebel, Picarelli, Inc.

4. The developer shall show adequate off-street parking. (1302.R.2.i)
Deliveries shall not restrict traffic circulation. (1302.R.2.k)
Highway Occupancy Permit is required.

The developer will need to provide more information regarding these comments. We are concerned with tractor trailers being able to turn off the road to the site without needing to cross over to the oncoming traffic lane (specifically turning left to the site from Cunningham Road). We are concerned that the area shown as gravel will not be enough space for a tractor trailer to park and maneuver while delivering the product while not impeding on the proposed parking area. We will need proof from PennDot that the current Highway Occupancy Permit is sufficient for this use or if a new permit is required.

In conclusion, we do not object to this property conducting a cottage industry. However, the developer should be able to provide more information in regards to our aforementioned comments (specifically comment 4).



PA Office
2 East Market Street
Suite 2
York, PA 17401-1206
T: (717) 846-4660

Consulting Engineers and Planners
www.consulttrg.com

MD Office
901 Dulaney Valley Road
Suite 805
Towson, MD 21204-2624
T: (443) 275-2344

April 15, 2020

Mr. Robert Sharrah
Sharrah Design Group, Inc.
20 Chambersburg Street
Gettysburg, PA 17325

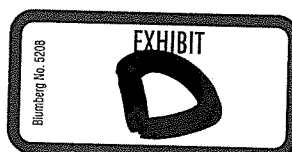
**Re: Proposed Frosty Fruit
Trip Generation Evaluation
Freedom Township, Adams County
TRG Project No. 302.035.20**

Dear Mr. Sharrah:

As requested, Transportation Resource Group, Inc., has conducted an evaluation of the trip generation estimates for the proposed Frosty Fruit to be located along Cunningham Road (SR 3008) in Freedom Township, Adams County, PA.

The project is located at 660 Cunningham Road (SR 3008) on a property with 27.129 acres of land. Currently, there is a 2-story single family residential dwelling, a one-story frame guest house and multiple out-buildings including a frame bank barn and large pole building. It is proposed to renovate one of the out-buildings for the storage and distribution of frozen drink machines and 100% fruit juice slush mixes mainly to schools. There will be no substantive changes to the outward appearance of the existing building. The owner and operator of Frosty Fruit will live on site in the adjacent two-story residential building.

In discussions with the owner, bulk product will be received by tractor trailer coming from the packager in Brunswick, NJ approximately 5 or 6 times per year. The product will be stored inside the existing building until such time as it is ordered for shipment to the customer. Customers never come to the facility and all orders are made online or by phone. Shipments leaving the facility typically are by a parcel box delivery truck which could occur 2 to 3 times during the week depending on the season. The anticipated deliveries/pick-ups are expected to occur outside the typical peak hours of the adjacent streets, which are between 6-9 AM and 3-6 PM. The busy season for operation is typically August through October.



Mr. Robert Sharrah
April 15, 2020
Page 2

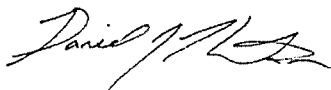
The proposed Frosty Fruit is a unique land use. The Institute of Transportation Engineers (ITE) Trip Generation Manual does not have a similar land use to the proposed Frosty Fruit. Therefore, in order to estimate the amount of traffic the proposed Frosty Fruit will generate, some assumptions needed to be made. Since the owner and operator of Frosty Fruit will live on-site, no additional site traffic is anticipated due to full-time employees coming and going from work. There is the possibility that one (1) more person might be hired part-time to assist in the packaging and shipping of the product. If the part-time person is hired, that would equate to two (2) trips per day due to the proposed Frosty Fruits.

It is anticipated that deliveries going out will occur approximately *2 to 3 times per week*. Also, it is anticipated that truck deliveries dropping off product will occur *5 to 6 times per year*. As a worst-case scenario, if it is assumed that a shipment comes in on the same day a shipment goes out, that would equate to four (4) trips per day due to the proposed Frosty Fruit. It should be mentioned that it is anticipated that these deliveries will occur outside the peak hours of the adjacent roadway.

As a worst-case scenario, it is anticipated that the proposed Frosty Fruit land use will generate approximately 6 trips per day which will not have an impact on the adjacent roadway. Cunningham Road (SR 3008) has an ADT of 181 trips per day, which is a low volume roadway. The proposed Frosty Fruit will not generate traffic in a greater volume than would normally be expected in a rural area.

If you have any questions, please feel free to give me a call.

Very truly yours,
Transportation Resource Group, Inc.



Daniel J Thornton, P.E.
Senior Associate

DJT/vaw



Image ID: 000004039881 Type: GEN
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Fee Amt: \$10,770.25 Page 1 of 4
Instr# 202000005222
Adams County, PA
Karen Heflin Register and Recorder

Stamp #2020-052787 Consideration \$535,000.00
Loc Freedom Township Aff N
Commonwealth of Pennsylvania \$5,350.00
Freedom Township \$2,675.00
Gettysburg Area School District \$2,675.00
By :JENNIFER STIFFLEF Total : \$10,700.00

BK 6613 PG 717

DEED

MADE THE 13th day of May, 2020.

BETWEEN, FUTURESTAKE, INC., a Pennsylvania corporation having an address of 634 Tremont Avenue, Westfield, New Jersey, party of the first part,
GRANTOR

- AND -

ROBERT P. DuFOUR and JESSICA S. DuFOUR, husband and wife, as tenants of an estate by the entireties, of 405 Half Hitch Court, Woodstock, Georgia, 30188, parties of the second part, GRANTEES.

WITNESSETH, that in consideration of Five Hundred Thirty-Five Thousand Dollars (\$535,000.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees:

ALL that tract of land situate, lying and being in Freedom Township, Adams County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a magnetic nail set over a railroad spike in Cunningham Road, S. R. 3008, at corner of Lot 2 as shown on the subdivision plan, South 84 degrees 23 minutes 52 seconds East, 358.12 feet to a magnetic nail (set); thence continuing in said road, on a curve to the left having a radius of 370.00 feet, an arc distance of 523.90 feet and a chord bearing and distance of North 58 degrees 15 minutes 29 seconds East, 481.22 feet to a magnetic nail (set) in said road; thence continuing in said road, North 16 degrees 03 minutes 12 seconds East, 218.28 feet to a magnetic nail (set) over a railroad spike; thence continuing in said road, North 19 degrees 50 minutes 45 seconds East, 100.00 feet to a railroad spike set along lands now or formerly of John M. Beaulieu, et ux., and corner of lands now or formerly of John A. Doster, et ux.; thence continuing in said road and along said lands now or formerly of John A. Doster, et ux., South 68 degrees 13 minutes 16 seconds East, 310.20 feet to



a magnetic nail (set) in said road at corner of lands now or formerly of John R. Lloyd; thence along said lands now or formerly of John R. Lloyd, South 12 degrees 25 minutes 53 seconds West, 565.95 feet to a rebar; thence continuing along same, South 03 degrees 26 minutes 51 seconds West, 159.39 feet to a rebar; thence continuing along same, South 06 degrees 46 minutes 33 seconds East, 496.65 feet to a rebar on line of lands now or formerly of Gene P. Moose, et ux.; thence along said lands now or formerly of Gene P. Moose, South 79 degrees 05 minutes 41 seconds West, 701.25 feet to a rebar; thence along same and lands now or formerly of John A. Baddick, et ux., North 77 degrees 27 minutes 04 seconds West, 691.96 feet to a rebar (set) at corner of Lot No. 2 as shown on the subdivision plan; thence along said Lot No. 2, North 20 degrees 18 minutes 37 seconds East, 832.07 feet, passing through a rebar (set) back 24.21 feet to a magnetic nail (set) over a railroad spike, the point and place of BEGINNING. CONTAINING 27.219 acres.

The above description for Lot 1 (Residue) was taken from a Final Subdivision Plan for Richard Dennis Rider, dated September 18, 2017, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 6353 at page 192.

Being the same which Richard Dennis Rider and K. Jill Rider, husband and wife, by deed dated March 15, 2019, which said deed is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 6478 at page 132, sold and conveyed unto FutureStake, Inc., the grantor herein.

SUBJECT, NEVERTHELESS, to the conditions, covenants and restrictions as set forth on the aforementioned plan of lots and SUBJECT TO the covenants, conditions and restrictions as more specifically set forth in Record Book 851 at page 129.

AND the said Grantor hereby covenants and agrees that it will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has caused this deed to be signed in its corporate name by its President, and has caused to be affixed



Image ID: 000004039882 Type: GEN
Page 2 of 4

BK 6613 PG 718


hereunto the common and corporate seal of the said corporation, attested by
its Secretary, the day and year first above written.

FutureStake, Inc. ✓

BY: 

Timothy P. Shields,
Its President

ATTEST:


Timothy P. Shields,
Its Secretary

(SEAL)



Image ID: 00004039883 Type: GEN
Page 3 of 4

BK 6613 PG 719



Image ID: 000004039884 Type: GEN
Page 4 of 4

BK 6613 PG 720

COMMONWEALTH OF PENNSYLVANIA ✓

ss. ✓

COUNTY OF ADAMS ✓

ON THIS, the 13th day of May

2020, before me, the undersigned officer, personally appeared Timothy P. Shields, who acknowledged himself to be the President of FutureStake, Inc., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Commonwealth of Pennsylvania - Notary Seal ✓
Rose M. Jacobs, Notary Public
Adams County
My commission expires January 20, 2023
Commission number 1077919
Member, Pennsylvania Association of Notaries

Rose M. Jacobs
Notary Public
My commission expires:

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the within named grantee is:

660 Cunningham Rd
Gettysburg PA 17325 ✓

[Signature]
Attorney for Grantee ✓

Date: 5-14-2020

Adams County Tax Parcel Viewer Map



6/4/2020, 1:33:33 PM

○ Address Points

Parcel Boundary

Street Centerline



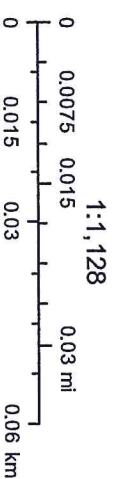
Municipal Boundary

Gettysburg National Military Park

State Game Lands

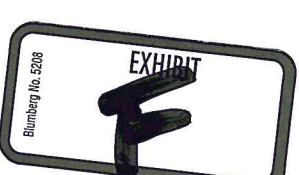


Michaux State Forest

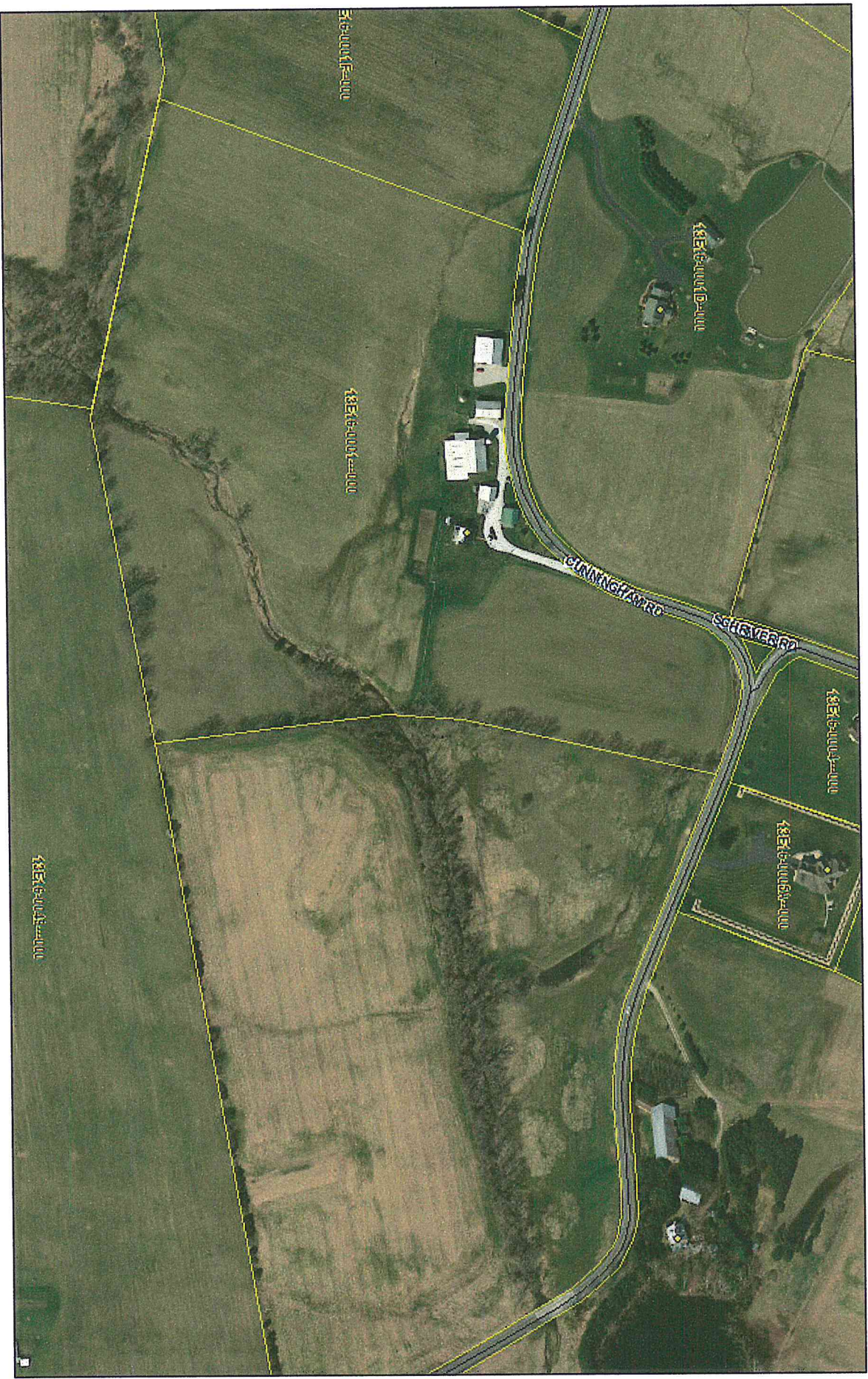


PA DCNR, GNMNP
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

Web AppBuilder for ArcGIS
PA DCNR, GNMNP | Adams County Office of Planning & Development (ACOPD) - GIS Division | ACOPD |

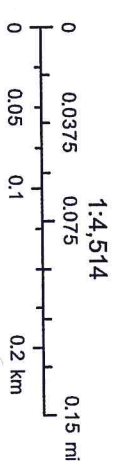


Adams County Tax Parcel Viewer Map



6/4/2020, 1:32:06 PM

- Address Points
- Parcel Boundary
- Street Centerline
- Municipal Boundary
- Gettysburg National Military Park
- State Game Lands
- Michaux State Forest





Blumberg No. 3208





2. A site plan shall be provided showing building dimension and placement, internal circulation, landscaping, location and size of signage, and all other pertinent design information needed for the Board of Supervisors complete review of the project.
3. Canopies shall be located no less than ten (10') feet from the right-of-way line.
4. Fuel pumps shall be located at least twenty-five (25') feet from any public right-of-way or fifty (50') from the street centerline, whichever is greater.

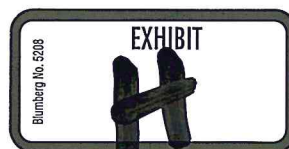
Q. Conversion Apartment

1. The proposed conversion shall conform to the regulations for the District in which it is located. The minimum habitable floor area of such converted dwelling unit shall be provided in accordance with Section 1302.
2. There shall be no exterior evidence of change in the building except as required by applicable building or housing codes.
3. Adequate off-street parking shall be provided in accordance with Township ordinances.
4. An approved means of sewage disposal and water supply shall be provided. Conversion apartment utilizing or proposing to utilize an on-lot sewage disposal system shall obtain a written statement from the Township Sewage Enforcement Officer certifying that the system is properly designed to accommodate the use without expansion of the system and there are no apparent signs of system failure.
5. Separate cooking and sanitary facilities shall be provided for each apartment unit.

Section
1302 R. —

Cottage Industry

1. Background: The Township recognizes the need to establish regulations pertaining to home-based occupations as a result of the increased need for diversity of income. Such regulations must be developed in a manner which protects adjacent uses from adverse effects. Since home-based occupations in sparsely populated areas do not typically represent a significant threat to adjacent property owners, the Township has created regulations for cottage industries. For the purposes of this Ordinance, a cottage industry is defined as an occupation or business conducted by a resident in a dwelling or building accessory to the dwelling, as an accessory use which is clearly subordinate to the residential use. It is permitted by conditional use in all zoning districts.
2. Conditions: all properties containing a cottage industry shall comply with the following regulations.
 - a. The person primarily responsible for the cottage industry shall be a full-time resident.



- b. No more than two persons not in residence in the dwelling shall be employed in the cottage industry.
- c. The cottage industry shall be conducted entirely within the dwelling and/or accessory building on the same lot as the dwelling.
- d. The total floor area of the cottage industry shall not exceed two thousand (2,000) square feet.
- e. A cottage industry shall not be located on a lot which is less than five (5) acres in size.
- f. An accessory building utilized for a cottage industry shall comply with all lot coverage and yard requirements contained in the applicable zoning district regulations for single-family detached dwellings.
- g. No more than one (1) cottage industry shall be permitted on any lot.
- h. No displays or change in the building facade shall indicate from the exterior that the dwelling or accessory building is being utilized for purposes other than a dwelling or accessory building.
- i. To prevent on-street parking, the resident responsible for the cottage industry shall provide adequate off-street parking.
- j. Storage of materials, finished products, or machinery used for the cottage industry shall be wholly enclosed by the dwelling or accessory building, within the maximum floor area previously defined, and shall not be visible from any adjacent lot or street.
- k. Deliveries shall not restrict traffic circulation.
- l. No traffic shall be generated by the cottage industry in greater volumes than would normally be expected in a rural area.
- m. A cottage industry shall not produce noise, obnoxious odors, vibrations, lighting glare, fumes, smoke, or electrical interference detectable to normal sensory perception outside the structure.
- n. There shall be no illegal discharge of any materials, fluids, or gases into the sewage disposal facilities or in any other manner which would be in violation of any applicable government code.
- o. Sales of goods on the premises shall be limited to goods made on the premises or goods relating to services performed on the premises.
- p. Any accessory structure utilized in a cottage industry shall be architecturally and structurally compatible with the residence on the property.

S. Elder Care Facility