

VACANT LAND ADDENDUM TO LISTING CONTRACT

VLA

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

1 BROKER (Company) Raystown Realty
2 LICENSEE(S) Burgess Smith
3 SELLER Pearl Wetherall
4 PROPERTY Forest Lane, Hustontown, PA 15221
5 DATE OF LISTING CONTRACT 10/6/18

6 1. ADDITIONAL PROPERTY INFORMATION

A. Seller represents that the following utility connections are available and located as follows (list name of service provider):

- Electric Location/Provider
Gas Location/Provider
Telephone Location/Provider
Water Type: Public On-site (well) Community Other
Sewer Type: Public On-site septic Community Other

Has an on-site system been approved? Yes No Has a percolation test been performed? Yes No
If yes, was the percolation rate approved? Yes No Are plans for septic design available? Yes No
Other

B. If applicable, is the subdivision complete? Yes No If yes, are plans available? Yes No

7 2. ADDITIONAL DUTIES OF SELLER

- A. Within days of the Starting Date of the Listing Contract, Seller will provide to Broker copies of inspection reports, environmental surveys, available title reports, boundary surveys, and existing notes and mortgages that may continue to affect the Property after settlement.
B. Seller will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the term of the Listing Contract.

8 3. LAND USE RESTRICTIONS OTHER THAN ZONING

A. If checked below, the Property, or a portion of it, is preferentially assessed for tax purposes or has limited developments rights under the following Act(s):

- Farmland and Forest Land Assessment Act - Act 319 of 1974, 72 P.S. §5490.1 et seq. (Clean and Green Program)
Open Space Act - Act 515 of 1965, 16 P.S. §11941 et seq. (an Act enabling certain counties of the Commonwealth to covenant with land owners for preservation of land in farm, forest, water supply, or open space uses)
Agricultural Area Security Law - Act 43 of 1981, 3 P.S. §901 et seq. (Development Rights)
Other

B. Seller is aware that the buyer of the Property will need to determine the tax implications that will or may result from the sale of the Property to the buyer or that may result in the future as a result in any change in use of the Property

C. If Property is enrolled in the Clean and Green Program, Seller must submit notice of the sale and any proposed changes in the use of Seller's remaining enrolled Property to the County Assessor 30 days before the transfer of title to the buyer.

9 4. ADDITIONAL DISCLOSURES

In addition to disclosure listed on a separate statement, Seller has knowledge of the following conditions affecting the Property:

- Contamination by one or more substances that requires remediation;
The presence of wetlands, flood plains, or any other environmentally sensitive areas, whose development is limited or prevented by law;
The presence of one or more substances whose removal or disposal is subject to any law or regulation;
Violations of any law or regulation caused by the handling or disposing of any material waste or the discharge of any material into the soil, air, surface water, or ground water;
The presence of underground fuel or liquid storage tanks.

Explain any items checked above: A small area of the property, along the creek frontage, is prone to flooding

All other terms and conditions of the Listing Contract remain unchanged and in full force and effect.

SELLER Pearl Wetherall DATE 10/6/18
SELLER DATE
SELLER DATE

BROKER (Company Name) Raystown Realty Inc DATE 10/12/18
ACCEPTED BY DATE



Pennsylvania Association of REALTORS®

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11/03

VACANT LAND INFORMATION SHEET

VLI

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

1 **PROPERTY** Forest Lane, Hustontown, PA 15221

3 **SELLER(S)** Pearl Wetherall

4 Seller is providing information to help Broker market the Property. This Statement is **not a substitute for any inspections or warranties**
5 **that a buyer may wish to obtain.** This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real
6 estate broker (Agent for Seller), any real estate broker, or their agents.

7 1. SELLER'S INFORMATION

8 (A) Do you possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the con-
9 struction and conditions of the Property and its improvements? Yes No

10 (B) The individual completing this form is the:

- 11 Owner
12 Executor
13 Administrator
14 Trustee
15 Power of Attorney

16 Explain any yes answers that you give in this section and, if applicable, attach supporting documentation: _____
17 _____
18 _____

19 2. PROPERTY DESCRIPTION (Attach current deed, if available)

20 .87 acres of wooded property above the flood plain of the Little Aughwick
21 creek, with 201 feet of accessible creek frontage, \$
22 _____
23 _____

24 3. LAND (SOILS, DRAINAGE AND BOUNDARIES)

25 (A) Are you aware of any fill or expansive soil on the Property? Yes No

26 (B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on
27 or affect the Property? Yes No

28 (C) Are you aware of any past, existing or proposed mining, strip mining or any other excavations that have occurred on or might
29 affect the Property? Yes No

30 (D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area?
31 Yes No

32 (E) Do you know of any past or present drainage or flooding problems affecting the Property? Yes No

33 (F) Do you know of any encroachments, boundary line disputes or easements on the Property? Yes No

34 (G) Are you aware of any shared or common areas on or adjoining the Property (e.g. driveways, bridges, docks, walls, etc.) or main-
35 tenance agreements for common areas? Yes No

36 Explain any yes answers that you give in this section, describing the locations and, if applicable, the extent of the issue, if known:

37 A right-of-way connects to the adjoining property, but has been blocked
38 off and is no longer used by the neighboring property owners, as they built
an alternative right-of-way.

39 4. HAZARDOUS SUBSTANCES

40 (A) Are you aware of any underground tanks or hazardous substances present on the Property such as, but not limited to, polychlori-
41 nated biphenyls (PCBs), radon, lead-based paint, etc.? Yes No

42 (B) To your knowledge, has the Property been tested for any hazardous substances? Yes No

43 (C) Do you know of any other environmental concerns that might impact the Property? Yes No

44 (D) Are you aware of any contamination to any wells or other sources of water on the Property? Yes No

45 (E) Are you aware of any discoloring of the soil or vegetation? Yes No

46 (F) Do you know if the Property is near any current or former waste disposal sites? Yes No

47 (G) Are you aware of any storage tanks on the Property? Yes (Please answer questions 1-8, below) No

48 1. Total number of storage tanks on the Property: _____ Aboveground _____ Underground

49 2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? Yes No

50 3. If no, identify any unregistered storage tanks: _____

51 **Seller Initials:** P / W

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- 52 4. Has any storage tank permit ever been revoked? Yes No
 53 5. Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from
 54 a storage tank? Yes No
 55 6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance
 56 of a leak detection system, an inventory control system, and a tank testing system? Yes No
 57 Explain: _____
 58 7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the stor-
 59 age tanks on the Property? Yes No
 60 8. If yes, has the release and corrective action been reported to any governmental agency? Yes No
 61 Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all
 62 reports and records: _____
 63

64 **5. STATUS OF UTILITIES**

- 65 (A) Source of water:
 66 Public Water Connected Not Connected
 67 On-Site Water Connected Not Connected
 68 Community Water Connected Not Connected
 69 None
 70 1. If known, provide the date the water was last tested _____
 71 2. What was the result of the test? _____
 72 3. To your knowledge, is the pumping system in working order? Yes No Not Applicable
 73 If no, explain: _____
 74 4. Are you aware of any problems related to the water service? Yes No
 75 If yes, explain: _____
 76 5. If the Property is serviced by community water, do you have supporting documentation? Yes No Not Applicable
 77 (B) Sewage system:
 78 Public Sewer Private Sewer Septic Tank
 79 Cesspool Holding Tank None
 80 Other _____
 81 1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the
 82 Department of Environmental Protection? Yes No
 83 2. If there is a septic tank on the Property, what is the type of tank?
 84 Metal/steel Cement/concrete Fiberglass Unknown Other (specify): _____
 85 3. If known, provide the date the on-site sewage disposal system was last serviced _____
 86 4. Is there a sewage pump? Yes No Unknown
 87 If yes, is it in working order? Yes No
 88 5. Are you aware of any problems related to the sewage system? Yes No
 89 If yes, explain: _____
 90
 91 6. If the Property is serviced by public sewer, do you have supporting documentation? Yes No

92 **6. GOVERNMENTAL ISSUES/ZONING/USE/CODES**

- 93 (A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? Yes No
 94 (B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thor-
 95 oughfare, rail or utility construction, a redevelopment project, street widening or lighting, or other similar public projects?
 96 Yes No
 97 (C) The Property is currently zoned Flood plain
 98 by the Springfield Twp (municipality).
 99 (D) Do you know of any pending or proposed changes in zoning? Yes No
 100 (E) Current use is: conforming non-conforming permitted by variance permitted by special exception
 101 (F) To your knowledge, is the Property a designated historic or archeological site? Yes No
 102 Explain any yes answers you gave in this section: _____
 103

104 **7. LEGAL/TITLE ISSUES**

- 105 (A) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements,
 106 licenses, liens, charges, agreements, or other matters which affect the title of the Property? Yes No

107 Seller Initials: P / W

- 108 (B) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses,
 109 liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official
 110 records of the county recorder where the Property is located? Yes No
 111 (C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain
 112 unpaid? Yes No
 113 (D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? Yes No
 114 (E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title to the
 115 Property? Yes No
 116 (F) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property
 117 that cannot be satisfied by the proceeds of this sale? Yes No
 118 (G) Are you aware of any insurance claims filed relating to the property? Yes No
 119 (H) Is the Property, or any part of it, leased to a third party? Yes No
 120 Explain any yes answers you gave in this section: _____
 121

122 **8. OIL, GAS, AND MINERAL RIGHTS**

- 123 (A) Are you aware of any oil, gas, and/or mineral rights that have been previously transferred by Seller or a previous owner of the
 124 Property? Yes No
 125 (B) Are you reserving any oil, gas, and/or mineral rights? Yes No
 126 (C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? Yes No
 127 If yes, is the Property pooled or unitized? Yes No
 128 (D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration activities on
 129 the Property? Yes No
 130 Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: _____
 131

132 **9. DOMESTIC SUPPORT LIEN LEGISLATION**

- 133 (A) Has any Seller, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a
 134 domestic relations office in any Pennsylvania county? Yes No
 135 If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or docket
 136 number: _____
 137
 138 (B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? Yes No
 139 If yes, is there currently a separation or property settlement order in place? Yes No

140 **10. LAND USE RESTRICTIONS OTHER THAN ZONING**

- 141 (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72
 142 P.S. §5490.1, et seq.) (Clean and Green Program)? Yes No
 143 **Note:** An owner of property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in
 144 the use of the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a buyer. The sale
 145 of property enrolled in the Clean and Green program may result in the loss of program enrollment and the loss of preferential tax
 146 assessment for the property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in
 147 the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount
 148 of taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year
 149 that the property was enrolled in the program, limited to the past 7 years.
 150 (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941, et seq.) (an
 151 Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water
 152 supply, or open space uses)? Yes No
 153 **Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space
 154 land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between
 155 the owner and the county is binding upon any buyer of the property during the period of time that the covenant is in effect (5 or
 156 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are fol-
 157 lowed. When a breach of covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the dif-
 158 ference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are
 159 charged for each year that the property was subject to the covenant, limited to the past 5 years.
 160 (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green
 161 and Open Space, that contains any covenants, subdivision restrictions or other restrictions affecting the Property? Yes No
 162 Explain any yes answers you gave in this section: _____
 163


164 Seller Initials: P / / W

165 **11. SERVICE PROVIDER/CONTRACTOR INFORMATION**

166 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
167 groundskeeping, pest control). Attach additional sheet if necessary: _____
168 _____
169 _____
170 _____
171 _____
172 _____
173 _____

174 (B) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
175 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: _____
176 _____
177 _____
178 _____
179 _____
180 _____
181 _____

182 The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's
183 knowledge. Seller permits Broker to share information contained in this document with prospective buyers/tenants and other real
184 estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS
185 STATEMENT. Seller will notify Broker in writing of any information supplied on this form which is rendered inaccurate by a
186 change in the condition of the Property following completion of this form.

187 SELLER  DATE 10/6/18
188 SELLER _____ DATE _____

189 SELLER _____ DATE _____