

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)** Timberland Realty
 2 **LICENSEE(S)** Ronald A. Westover
 3 **SELLER** William McIntire Estate, by Jeffrey L. McIntire
 4 **PROPERTY** 187.7 Ac., Shade Twp., Somerset County Map# S39-002-028-00 DB 1835-821
 5 **DATE OF LISTING CONTRACT** September 24th 2020

6 1. ADDITIONAL PROPERTY INFORMATION

7 A. Seller represents that the following utility connections are available and located as follows (list name of service provider):
 8 Electric Location/Provider _____
 9 Gas Location/Provider _____
 10 Telephone Location/Provider _____
 11 Water Type: Public On-site (well) Community Other _____
 12 Provider/Location _____
 13 Sewer Type: Public On-site septic Community Other _____
 14 Provider/Location _____
 15 Has an on-site system been approved? Yes No Has a percolation test been performed? Yes No
 16 If yes, was the percolation rate approved? Yes No Are plans for septic design available? Yes No
 17 Other _____
 18 B. If applicable, is the subdivision complete? Yes No If yes, are plans available? Yes No

19 2. ADDITIONAL DUTIES OF SELLER

20 A. Within 15 days of the Starting Date of the Listing Contract, Seller will provide to Broker copies of inspection reports,
 21 environmental surveys, available title reports, boundary surveys, and existing notes and mortgages that may continue to affect
 22 the Property after settlement.
 23 B. Seller will not permit any real estate signs, other than those belonging to Broker, to be placed on the Property during the term
 24 of the Listing Contract.

25 3. LAND USE RESTRICTIONS OTHER THAN ZONING

26 A. If checked below, the Property, or a portion of it, is preferentially assessed for tax purposes or has limited developments rights
 27 under the following Act(s):
 28 **Farmland and Forest Land Assessment Act** – Act 319 of 1974, 72 P.S. §5490.1 et seq. (Clean and Green Program)
 29 **Open Space Act** – Act 515 of 1965, 16 P.S. §11941 et seq. (an Act enabling certain counties of the Common-
 30 wealth to covenant with land owners for preservation of land in farm, forest, water supply, or open space uses)
 31 **Agricultural Area Security Law** – Act 43 of 1981, 3 P.S. §901 et seq. (Development Rights)
 32 Other _____
 33 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
 34 of the Property to the buyer or that may result in the future as a result in any change in use of the Property.
 35 C. If Property is enrolled in the Clean and Green Program, Seller must submit notice of the sale and any proposed changes in the
 36 use of Seller's remaining enrolled Property to the County Assessor 30 days before the transfer of title to the buyer.

37 4. ADDITIONAL DISCLOSURES

38 In addition to disclosures listed on a separate disclosure statement, Seller has knowledge of the following conditions affecting the Property:
 39 Contamination by one or more substances that requires remediation;
 40 The presence of wetlands, flood plains, or any other environmentally sensitive areas, whose development is limited or
 41 prevented by law;
 42 The presence of one or more substances whose removal or disposal is subject to any law or regulation;
 43 Violations of any law or regulation caused by the handling or disposing of any material waste or the discharge of any
 44 material into the soil, air, surface water, or ground water;
 45 The presence of underground fuel or liquid storage tanks.
 46 Explain any items checked above: _____
 47 _____

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

49 **SELLER** Jeffrey L. McIntire, Executor DATE 9/23/2020
 50 **SELLER** E387BC9B41A74FA... DATE _____
 51 **SELLER** _____ DATE _____

52 **BROKER (Company Name)** DocuSigned by: Timberland Realty
 53 **ACCEPTED BY** Ronald A. Westover DATE 9/17/2020
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