

ADDENDUM TO AGREEMENTS OF SALE/AND DISCLOSURE STATEMENT

PERTAINING TO LOTS 1, 2 AND 3, INDIVIDUALLY AND COLLECTIVELY IN THE
SUBDIVISION OF THE CHIPPEWA FARM, 2203 SECOND STREET PIKE,
WRIGHTSTOWN TOWNSHIP, BUCKS COUNTY, PENNSYLVANIA
BEING PART OF TMP NO. 53-012-018.

The following disclosures relate to Lots 1, 2 and 3, singly and collectively in the subdivision of Chippewa Farm/Municipal Complex as described above.

I. SUBDIVISION AND CONSTRUCTION OF PUBLIC IMPROVEMENTS:

A. The Board of Supervisors of Wrightstown Township ("Township") on December 19, 2011 approved subdivision of TMP No. 53-012-018 (the "Property") into four (4) lots (the "Subdivision") pursuant to Preliminary/Final Plans of Subdivision prepared by Pickering, Corts & Summerson, Inc., Township Engineers, consisting of seven (7) sheets dated June 15, 2011, and last revised September 27, 2011 (the "Subdivision Plan"). The Subdivision Plan is recorded in the Office of the Recorder of Deeds of Bucks County in Plan Book 386, Page 19.

B. The Board through Pickering, Corts & Summerson, Inc., Township Engineer, in furtherance of the Subdivision Plan also approved on the same date Preliminary/Final Land Development Plans (the "Land Development Plans") proposing certain public improvements in connection with the Subdivision. The Land Development Plan may be further revised.

C. The Subdivision Plan subdivides the Property into four (4) lots. Lot 1 is 1.1198 acres and encompasses an existing single family dwelling built approximately in the 1850s; Lot 2 is 1.2578 acres and encompasses an existing barn; and Lot 3 is 1.2578 acres and encompasses an existing residence. Lot 4 contains the balance of the Property (56.0129 acres) and encompasses the existing Township Building on the Property.

D. The Subdivision Plan and Land Development Plans are on file with Wrightstown Township and may be examined at the Township Building, 2203 Second Street Pike, Wrightstown, Pennsylvania during normal business hours. The Record Subdivision Plan sheet is attached hereto as Exhibit "A".

E. The Subdivision Plan provides for the construction of a cul de sac street, stormwater detention basin and other improvements as part of the subdivision (the "Public Improvements"). Within two hundred seventy (270) days of the date of settlement, the Public Improvements will be substantially completed such that the road is in good and passable condition and the detention basin functions according to its design. The Public Improvements will be finally completed such that they are deemed acceptable by the Township Engineer within one (1) year of the date of settlement.

F. Sewage Disposal. Seller has applied to the Pennsylvania Department of Environmental Protection ("DEP") for approval to amend its Sewage Facilities Plan to permit a community sewage disposal system on Lot 4 in the subdivision (the "Sewage System") which will serve the sewage disposal needs of Lots 1, 2, 3 and 4:

1. Seller has received approval from DEP to amend the Wrightstown Township Sewage Facilities Plan authorizing the Sewage System for the lots.

2. Within two hundred seventy (270) days of the settlement date, Seller shall have obtained a sewage permit from DEP authorizing construction of the Sewage System and either of the following shall have occurred:

a) The Sewage System shall be operational; or

b) The Seller shall have entered into a “pump and haul” agreement with a qualified sewage disposal service to remove sewage from the three lots which agreement shall remain in effect until the Sewage System is fully operational.

G. Wells. Each of the lots will be serviced by an individual well. Within ninety (90) days of settlement on the lots the Township will provide purchaser with the following:

1. A pump test indicating the yield of each of the wells.

2. A water analysis of each of the wells establishing the wells meet Pennsylvania potability standards for a domestic water supply.

H. Cost of Subdivision Approval, Construction of Public Improvements, Sewage System Construction and other Subdivision Costs: Seller has obtained an estimate from Pickering, Corts & Summerson, Inc., Township Engineer for Wrightstown Township, of the engineering, construction, well, and sewage system costs which will be incurred by the Township regarding the subdivision (the “Land Development Cost Estimate”).

1. Land development costs are estimated to be between \$525,000.00 and \$650,000.00. Seller will pay the land development costs.

2. Seller retains the right to reject any and all bids for the purchase of the lots. If the total amount bid for the purchase of Lots 1, 2 and 3 is less than the land development costs, this will be a substantial consideration in the decision of the Board as to whether to accept the amounts bid.

I. Sewage System Operation and Maintenance Costs: The Sewage System will be operated and maintained by Seller. Seller has obtained an estimate from Castle Valley Consultants for the costs of operating and maintaining the Sewage System (the “Operation and Management Costs for Sewage System”), a copy of which is attached hereto as Exhibit “B”.

1. At settlement, the purchaser of each lot will pay a connection fee for connecting to the Sewage System in the amount of \$45,000.00

2. Each lot will be assessed a quarterly sewer fee the operation and maintenance of the sewage system. It will be due in advance on or before January 1, April 1, July 1, and October 1, each year. The sewer fee will be prorated for the quarter in which settlement occurs and will be collected at settlement. The amount of the quarterly sewer fee is subject to increase (or decrease) based upon the cost of operating and maintaining the

System which cost shall be at the discretion of Seller (Township). Nonpayment of the sewer fee shall constitute a lien on the lot.

3. The amount of the quarterly sewer fee is based upon the flows estimated for various uses. The following are examples of **quarterly** sewer fees which will likely be charged for the referenced uses. An additional fee may be charge for sewage effluent exceeding the estimated flows:

Residence	\$400.00
Medical Office	\$750.00
Agricultural Retail	\$615.00

J. Public Road and Detention Basin Operation and Maintenance Costs:

1. The cul de sac road will be a public road. Seller (Township) will maintain the road, including providing for snow removal, maintenance and repair, and, when it deems necessary, resurfacing the private road.

2. Seller (Township) will maintain and repair the detention and related storm water facilities serving Lots 1, 2 and 3.

K. Notes and Conditions on Subdivision Plans: The Subdivision Plans identify the lots, natural resources, improvements, easements, building setbacks, and other conditions and features of the subdivision. The Buyer accepts the property subject to the conditions shown on the Subdivision Plans.

II. UTILITIES:

At the time of settlement, each lot will have a separate meter for electric and separate electric and telephone service from the existing service lines to the lots. Each lot owner will have an easement to place electric, telephone, cable and other utility services within the right of way of the cul de sac, outside the cartway. All future utilities extended to the lot shall be placed underground within the easement.

III. FAÇADE EASEMENT:

Lots 1 and 2 in the Subdivision are subject to a Declaration creating a Façade Easement on the following historic buildings which have been identified on the Subdivision Plans: Historic farmhouse and barn. The Façade Easement is included in a Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "C".

IV. CONDITION OF IMPROVEMENTS ON THE LOTS

All of the improvements on the lots are in need of substantial repairs. As the improvements have been vacant for some time the roofs and other structural components of the buildings have deteriorated. In addition, damage has occurred due to deterioration to heating systems, interior walls and other components of the buildings. As stated in paragraphs 28 and 29 of the Agreement of Sale, Buyer acknowledges that Buyer has had an

adequate opportunity to inspect the Improvements and agrees to purchase the lot(s) in “As Is”, “Where is” and “with all faults and defects”.

V. QUARRY USES IN VICINITY OF THE LOTS

Buyer acknowledges that there is an active quarry located immediately across Second Street Pike from the lots and that dust, noise, vibration, truck traffic and other nuisance impacts are associated with quarry uses. In addition, there is a second quarry located on Swamp road which may be considered in the vicinity of the lots.

IV. DISCLOSURE DOCUMENTS:

The Agreement of Sale, Disclosure Addendum and the documents identified in this Disclosure Addendum have been made available by Wrightstown Township on its website – www.wrightstowntwp.org/bid . In addition, hard copies of these documents have been made available to me/us.

By signing the acknowledgement below, I/we acknowledge having had a full opportunity to review this Disclosure Addendum including the following exhibits:

- Exhibit A - Record Plan Sheet
- Exhibit B - Operation and Management Costs for Sewage System
- Exhibit C - Façade Easement

ATTEST:

SELLER:

Wrightstown Township

By: _____

Name: _____

Title: _____

Buyer acknowledges receipt of this Disclosure Addendum to Agreements of Sale consisting of four (4) sheets containing a listing of Disclosure Documents and has had a full opportunity to review the Disclosure Documents referenced in this Disclosure Addendum.

Witness

BUYER

By: _____

Name: _____

Print Name

Date: _____

Witness

BUYER

By: _____

Name: _____

Print Name

Date: _____