

Vacant Land Seller Addendum

Addendum / Endorsement to Agreement of sale dated: _____

Property located at: _____

1. **Final Closing and Settlement Agent:**

a) Owner(s) have a choice for title work and settlement services. However, closing shall occur at Garman Builders offices. If Owner(s) agrees to use a title company approved by Seller for all title work and settlement services, the title insurance premium will be charged at the re-issue rate less 10% (where allowed by law). Owner(s) agrees to pay all of seller's settlement charges, other than seller's portion of transfer tax, tax pro-rations, and recording changes for filing of mortgage release. Owner(s) agent shall also provide to the seller a written list of all required paperwork necessary for settlement and provide to Seller the time for settlement in writing 15 days prior to settlement. Owner(s) agent shall also provide to seller the HUD closing sheet 24 hours prior to closing.

b) Closing of title shall be held at the office of Seller or Seller's Agent or at such place in Lancaster County, Pennsylvania and on such day and hour as Seller may designate to Owner(s) on not less than (10) days prior notice. In the event Owner(s) fails to close on the date and at the time specified by Seller, Owner(s) shall pay to Seller **\$75.00 per day** (including Saturday, Sunday and holidays) calculated from the date of closing scheduled by Seller to the date of actual closing; provided, however, that such payment shall not be construed as a limitation upon Seller's remedies in the event of Owner(s) failure to close on the designated date.

c) The amount of all lender's charges is now unknown. Furthermore, Seller reserves the right to collect from Owner(s) at closing, in addition to the other sums described in this Agreement, the sum of **\$100.00** to reimburse Seller for the additional costs it will incur in connection with Seller's coordination of closing with Buyer's lender or Title Company.

d) **Disclosure Notice:** Officers, shareholders and/or employees of Garman Builders, Inc and GarDel LLC will have a direct and/or indirect financial benefit if you use American Eagle Settlement, LLC and/or American Eagle Mortgage Funding, LLC. You are **NOT** obligated to use either company for the services they offer.

2. **Boundaries:**

Owner(s) shall be deemed to have reviewed and accepted any deed restrictions, recorded easements, lot size, storm water facilities, and any other system of the property at time of entering this agreement.

3. **Associations:**

Owner(s) acknowledges that, if property is part of a planned residential community (condo, homeowner association, etc.), in accordance with the terms and conditions contained in the Development Documents Buyer may be responsible for the payment of certain assessments to be levied against the Property by the Association. Owner(s) understands that any estimated operating budget received at the time of purchase is only an estimate of what it will cost to run the Association. Changes to the budget may be made at any time to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of the Paragraph, those changes will not give Owner(s) any right to cancel this Agreement unless Seller also materially changes any guaranteed assessments stated in the Development Documents in a manner which is inconsistent with the terms of the Seller's guarantees, if any.

4. **Waiver of Rights:**

No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

5. **Sink Holes:**

Sink holes are a naturally occurring feature of limestone soil in Central Pennsylvania. Owner(s) acknowledges that it is not possible to predict the occurrence, location, size, or scope of a sink hole. Furthermore, Owner(s) accepts all responsibility for future occurrences of sink holes should they occur on the Owner's property. Owner(s) also agrees to hold harmless Seller and forever discharge any liability to Seller for any damage caused by or the repair of sink holes.

6. **Property and Improvements:**

Seller may or may not be the Developer. At no time shall Garman Builders, Inc. or GarDel LLC be liable for improvements imposed on the Developer by governmental statutes, ordinances, rules, and regulations (including but not limited to curbing, paving, signage, bonds, snow removal, retention or detention basins, storm water control, street trees, etc.) unless Garman Builders, Inc. or GarDel LLC is in fact the said Developer of record.

7. OWNER(S) AGREES THAT IF THERE IS A CONFLICT BETWEEN THIS ADDENDUM AND ANY OTHER AGREEMENT OR DOCUMENTS, THAT THIS ADDENDUM HAS AUTHORITY OVER THE OTHER AGREEMENT OR DOCUMENTS.

Owner(s) and Seller agree that the terms of this Addendum shall survive settlement. If it becomes necessary for contractor to take any steps to enforce this Addendum, contractor shall be entitled to recover from Owner(s) all costs of enforcement including costs and attorney fees.

Owner(s) has read and understands, in all aspects, this Seller /Vacant Land Addendum. This document in its entirety is part of the Sale Agreement.

Witness _____ Owner/Buyer _____

Witness _____ Owner/Buyer _____

Witness _____ Seller _____