

AGREEMENT OF SALE

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

1. **PARTIES:** PHILADELPHIA HOUSING AUTHORITY, a public body corporate and politic of the Commonwealth of Pennsylvania and a "public housing agency" as defined in the United States Housing Act of 1937, as amended, with offices located at 12 South 23rd Street, Philadelphia, Pennsylvania 19103 (hereinafter referred to as "Grantor" or "Seller") and _____, having his/her/its primary address located at _____ (hereinafter referred to as "Grantee" or "Buyer") Seller and Buyer also referred to herein as the "Parties".

The Seller agrees to sell and the Buyer agrees to purchase the following described real property upon the terms and conditions set forth in this Agreement of Sale (the "Agreement"), **Contingent upon disposition given by the U.S. Department of Housing and Urban Development ("HUD")**.

2. **PROPERTY/IES:** Being known and numbered as _____ PHILADELPHIA, PENNSYLVANIA (hereinafter referred to as the "Property"), together with any and all improvements thereon at the time of Settlement (as the term Settlement is defined below), as more fully set forth in the legal description(s) contained Schedule "C", attached hereto, as said legal descriptions may be amended by an accurate survey or title commitment.
3. **PHYSICAL CONDITION OF THE PROPERTY/IES:** This Property is being sold "AS IS". BUYER ACKNOWLEDGES AND AGREES THAT HE/SHE/IT IS PURCHASING THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE DATE HEREOF THROUGH THE TIME OF SETTLEMENT. BUYER ACKNOWLEDGES THAT HE/SHE/ IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, BROKER'S "SET-UPS", STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY'S PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES AND AGREES THAT HE/SHE/IT HAS INSPECTED THE PROPERTY OR BUYER HEREBY WAIVES SUCH RIGHT TO INSPECT THE PROPERTY.

Buyer Initials: _____ Seller Initials: _____

4. **PURCHASE PRICE:** _____00/100 DOLLARS (\$
) , United States currency.

Method of Payment:

(a) Earnest Money deposit cash or check to be held: \$ _____
by _Escrow_____ (“Seller/Escrow Agent/Attorney”)
and delivered by Buyer to Seller/Escrow Agent/Attorney at the signing of
this Agreement; and

(b) Cash, certified or cashier’s check at Settlement: \$ _____
and delivery of deed (or such greater or lesser amount as may be
necessary to complete payment of the full purchase price after credits
for deposits, adjustments and prorations.)

5. **TAXES:** Seller is tax exempt, and as such the Buyer shall be responsible for
all real estate transfer taxes associated with this transaction.

6. **SETTLEMENT:** Settlement (also referred to herein as closing) to be on
_____, 2017__ or (hereinafter “Settlement” or “Closing”).

7. **CONVEYANCE:** Conveyance from Seller shall be by fee simple deed of special
warranty.

8. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** Buyer shall take title
subject to (a) zoning, restrictions, prohibitions and requirements imposed by
governmental authority, (b) restrictions and matters appearing on the plat or
common to the subdivision, (c) public utility easements of record, provided said
easements are located on the side, front or rear lines of the Property.

The deed between Seller and Buyer will contain the following reversionary interest:

“**The Grantee**, for himself/herself/itself, and his/her/its heirs, successors and assigns,
covenants and agrees that title to the Property, or any remaining portion thereof, may
revert to the Grantor, at the discretion of the Grantor, on the fifth (5th) year anniversary
from the date first above written, if Grantee or his/her/its heirs, successors and assigns do
not improve the Property, and obtain such Certificate of Occupancy from the City of
Philadelphia Department of Licenses and Inspections, or such other certificate of
completion or evidence of completion acceptable to Grantor, in Grantor’s discretion.

Upon delivery of a Certificate of Occupancy, or similar evidence of completion
acceptable to Grantor this reversionary interest shall cease with respect to any affected
portion of the Property, and Grantee or his/her/its successors and assigns shall be
authorized to record any applicable Agreement of Release, Removal and/or Termination

Buyer Initials: _____

Seller Initials: _____

of Reversionary Interest duly signed and executed by Grantor, Grantee, or Grantee's heirs successors and assigns.

If Grantee has not improved the Property in accordance with these provisions on the third (3rd) anniversary from the date first above written, Grantee has an obligation to advise Grantor in writing, pursuant to the Notice provisions set forth in the Contract of Sale between Grantor and Grantee, detailing the improvement plan that Grantee will implement between the third (3rd) and fifth (5th) anniversary from the date first above written."

9. **DEFAULT BY BUYER:** If Buyer fails to perform any of the covenants of this Agreement, all money paid by Buyer pursuant to this Agreement, as set forth above as deposits prior to Settlement/Closing, shall be retained by or for the account of the Seller as consideration for the execution of this Agreement as agreed liquidated damages and in full settlement of any claims for damages.
10. **DEFAULT BY SELLER:** If the Seller fails to perform any of the covenants of this Agreement, the aforesaid money paid by Buyer as deposits as set forth above, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.
11. **GENERAL PROPERTY INSPECTIONS:**
 - (a) Seller agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by Buyer's mortgage lender, if any, or insuring agencies. All inspections permitted hereunder are at Buyer's expense.
 - (b) **RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE** (Required for properties built before 1978) **Lead-Based Paint Hazards Disclosure Requirements:** The Residential Lead-Based Paint Hazard Reduction Act requires any seller of property built before 1978 to provide the purchaser with an EPA-approved lead hazards information pamphlet titled Protect Your Family from Lead in Your Home and to disclose to the purchaser and the broker(s) the known presence of lead-based paint and/or lead-based paint hazards in or on the property being sold, along with the basis used for determining that the hazards exist, the location of the hazards, and the condition of painted paint and/or lead-based paint hazards in or about the property being sold, the common areas, or other residential dwellings in multi-family housing. Before a purchaser is obligated to purchase any housing constructed prior to 1978, the Act requires the Seller to give the Purchaser ten (10) days (unless Purchaser and Seller agree in writing to another time period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The opportunity to conduct a risk assessment or inspection may be waived by the purchaser, in writing. Neither testing nor

Buyer Initials: _____

Seller Initials: _____

abatement is required of the Seller. Housing built in 1978 or later is not subject to the Act.

Seller makes no representations or warranties in connection with the presence of lead-based paint and/or lead-based hazards in the Property being sold. Buyer is to assume that any Property built before 1978 contains lead-based paint.

(c) If Buyer is not satisfied with the condition of the Property as stated in any written inspection report(s), Buyer will:

- i. Accept the Property with the information stated in the inspection report(s) and agrees to the RELEASE set forth in Paragraph 16 of this Agreement, or
- ii. Terminate this Agreement in writing by notice to Seller, in which case all deposit monies paid on account of the purchase price will be returned promptly to Buyer and this Agreement will be VOID.

12. **TITLE, SURVEYS, & COSTS:**

- (a) The Property is to be conveyed free and clear of all liens, leases, mortgages and encumbrances, 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, privileges or rights of public service companies, if any; otherwise the title to the above described Property will be good and marketable and such as will be insurable by a reputable Title Insurance Company at regular rates.
- (b) Buyer will pay for the following: (i) Title search, title insurance and/or mechanics lien insurance, or fee for cancellation of same, if any; (ii) flood insurance, fire insurance with extended coverage, mine subsidence insurance, and fee for cancellation of same, if any; (iii) appraisal fees and charges paid in advance to mortgage lender, if any; (iv) all applicable transfer taxes.
- (c) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney for the preparation of an adequate legal description of the Property (or the correction thereof) will be secured and paid for by Buyer. Any survey or surveys desired by Buyer or required by the mortgage lender, if any, will be secured and paid for by Buyer.
- (d) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates, as specified in this Paragraph 12, Buyer will have the option of (i) taking such title as

Buyer Initials: _____

Seller Initials: _____

Seller can give with no change to the purchase price; or (ii) being repaid all monies/deposits paid by Buyer to Seller on account of the purchase price, in which case there will be no further liability or obligation on either of the Seller or the Buyer, and this Agreement will become VOID.

13. **PLACE OF CLOSING:** Closing/Settlement shall be held at the office of the Buyer's attorney or title agent or as otherwise agreed upon between Buyer and Seller.
14. **TIME IS OF THE ESSENCE:** Time is of the essence for this Agreement.
15. **RISK OF LOSS AND MAINTENANCE:**
 - (a) Seller will bear risk of loss from fire or other casualties until time of Settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price, or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.
 - (b) Between the date of the execution of this Agreement and the date of Closing, the Property, including lawn, shrubbery shall be maintained by the Seller, or the tenants, in the condition as it existed as of the date of the execution of the Agreement, normal and ordinary wear and tear excepted.
16. **RELEASE:** Buyer hereby releases, quit claims and forever discharges Seller, all Brokers, their Licensees, Employees, Attorney, and any Officer or Partner of any one of them and any other Person, Firm, or Corporation who/which may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property, and from any other cause of action whatsoever. Should Seller be in default under the terms of this Agreement, this release does not deprive Buyer of any rights to pursue any remedies that may be available under law or equity. This Release shall survive Settlement/Closing.
17. **SELLER'S REPRESENTATIONS:** In order to induce Buyer to enter into this Agreement, and in addition to any other representations, warranties or covenants contained herein, Seller makes the following representations, warranties and

Buyer Initials: _____

Seller Initials: _____

covenants, each of which is material to the Buyer and each of which is effective as of the date of this Agreement and will be effective as of the date of Closing and shall survive the Closing:

Litigation/Condemnation. There are no pending or, to the best of Seller's knowledge, threatened matters of litigation, administrative action or examination, condemnation, eminent domain or other governmental taking of any part of the Property, claim or demand whatsoever relating to the Property.

Environmental. To the best of Seller's knowledge, there has been no disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escaping of any Hazardous Substances (hereinafter defined), on, in, under the surface or from the Property, and there is no facility in or on the Property which is used for the treatment, storage, or disposal of any Hazardous Substances. "Hazardous Substances" means any substance which is toxic, ignitable, reactive, corrosive, radioactive, flammable explosive, or a human health or safety hazard, including but not limited to, asbestos, petroleum products, by-products and wastes, polychlorobiphenyls and substances defined as "hazardous substances", "hazardous materials", "toxic substances", or "hazardous wastes" by any governmental or quasi-governmental authority or body having jurisdiction over the Property.

18. **RECORDING:** This Agreement will NOT be recorded in the Office for the Recording of Deeds or in any other office or place of public record. And if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.
19. **ASSIGNMENT:** This Agreement will be binding upon the Seller and Buyer, their respective heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the Seller and Buyer, it being expressly understood, however, that Buyer will not transfer or assign this Agreement without the express written consent of Seller.
20. **MEDIATION:** Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by Buyer and Seller will be binding.
21. **OTHER AGREEMENTS:** No agreements or representations, unless incorporated in this Agreement in writing signed by both the Seller and the Buyer, shall be binding upon either the Seller or the Buyer.

COAL NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE

Buyer Initials: _____

Seller Initials: _____

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. 684). "Buyer acknowledges that he/she 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 or by separate insurance contract with a third party insurer. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the bituminous mine subsidence and the land conservation act of April 27, 1966 and all laws of the Commonwealth of Pennsylvania related to providing such coal notices." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision, or such applicable provisions thereof.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.

Return by facsimile transmission ("FAX") of this Agreement of Sale and all addenda, bearing the signatures of the Seller and Buyer, constitutes acceptance of this Agreement. However, each Seller and Buyer to this transaction is advised to consult an attorney before signing if they desire legal advice.

WITNESS OUR HANDS AND SEALS ON THE DATE(S) SET FORTH BELOW:

WITNESS:

SELLER:

Philadelphia Housing Authority

By: _____

Name: _____

Title: _____

WITNESS:

BUYER:

By: _____

Buyer Initials: _____

Seller Initials: _____