

CONDITIONS OF SALE

The terms and conditions of the present public sale, held April 22, 2019 (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of FREDERICK REED and GINGER REED, husband and wife, 1118 Chestnut Tree Road, Honey Brook, PA 19344 (herein the "Seller") the present owner of the Premises as hereinafter set forth.
2. **PREMISES**: The property to be sold (herein the "Premises") is commonly known as 1118 Chestnut Tree Road, Honey Brook West Nantmeal Township, Chester County, Pennsylvania, and is more particularly described in the legal description marked Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference.
3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be Purchaser of the Premises at the highest bid (herein the "Purchase Price"). The highest bidder (herein the "Purchaser") shall immediately thereafter execute and deliver to Seller, Purchaser's Agreement attached to these Conditions of Sale, and shall pay down the sum of Forty Five Thousand (\$45,000.00) Dollars toward the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Purchaser acknowledges that the down payment shall be paid to Seller, and shall not be held in escrow. Checks for the down payment will be deposited the next business day. Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. Purchaser further acknowledges that the Premises is not being sold subject to the ability of Purchaser to obtain any financing for the purchase thereof.
4. **REBIDDING**: If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.
5. **TITLE**: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment Seller shall convey to Purchaser, by special warranty deed prepared at Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Buyer's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim, and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance, at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser, as set forth in Paragraph 7 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as

provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

6. **SETTLEMENT**: Settlement shall be held at the Law Offices of Kling & Deibler, LLP, 131 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster or Chester County on June 24, 2019 (herein "Settlement Date"), or before if Purchaser and Seller mutually agree, which time shall be of the essence of this Agreement. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

On or before the tenth (10th) day following the Public Sale Date, Purchaser shall engage the services of an attorney and/or title company to prepare all documents to be executed at Settlement and to conduct Settlement.

7. **COSTS**: The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:

(a) Purchaser shall provide and pay:

- (i) All required state and local realty transfer taxes.
- (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
- (iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by Seller.
- (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
- (v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

(b) Seller shall provide or pay for:

- (i) Acknowledgements to deed.
- (ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.
- (iii) A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the

Premises insurable at regular rates by a title insurance company of Seller's choice licensed to business in the Commonwealth of Pennsylvania.

- (c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser. However, if the Premises is subject to any preferential assessment via the Pennsylvania Clean and Green Act or otherwise and Purchaser does not continue such preferential assessment program at settlement or thereafter, Purchaser will be solely responsible for any roll-back taxes, interest, penalties, or other charges that accrue as a result of such discontinuance, regardless of the reason for the same.

8. **REJECTION OF BIDS:** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

9. **EMINENT DOMAIN AND EASEMENTS:** Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than this Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement Date, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Sellers' receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PREMISES AND FIXTURES:** At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; and/or, damages of any kind arising from any taking of the Premises by eminent domain.

Seller's Disclosure Statement attached hereto notwithstanding, by execution of Purchaser's Agreement, Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Premises is desired by Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

11. **REAL ESTATE SELLER DISCLOSURE ACT:** Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7301, et seq.) (herein "Seller Disclosure Act"), requires Seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by Seller Disclosure Act. Purchaser further acknowledges that Seller Disclosure Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. Purchaser, by the execution of Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. Purchaser hereby waives any further compliance with Seller Disclosure Act by Seller. Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 10 of these Conditions of Sale.

Purchaser further acknowledges that neither the attorney for Seller, nor the auctioneer, has made any specific representations regarding the condition of the Premises, and that Purchaser has not relied upon any representations or statements of the attorney for Seller or auctioneer. Purchaser releases the attorney for Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

12. **LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT:** This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (herein "EPA"), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of Purchasers' Agreement attached to these Conditions of Sale, Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. *The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, Purchaser acknowledges that the Premises is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.*

13. **RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high

levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. **ZONING**: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613). If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

15. **INCLUSIONS WITH PREMISES**: Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including if any, but not limited to:

- (a) Any water softening system;
- (b) Any central air conditioning fixtures and systems;
- (c) Radio and television aerials, masts, and mast and rotor equipment;
- (d) Any gas, electric, heating, plumbing, lighting, or water fixtures and systems;
- (e) Storm doors and windows, screen doors and fitted window screens;
- (f) Any roller or Venetian blinds, curtain and drapery rods and hardware;
- (g) 8 x 10 green house;
- (h) 1000 gallon propane tank;
- (i) Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth.

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in Sellers' Disclosure Statement attached hereto, setting forth the condition of any items of household goods, shall be interpreted as representing that the same shall be included in the sale of the Premises, unless such items are specifically listed in this Paragraph.

16. **EXCLUSIONS FROM PREMISES**: The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:

17. **1031 EXCHANGE**: If Seller desires to effectuate a 1031 tax deferred exchange, Purchaser agrees to cooperate with Seller and sign all necessary documents to do so provided that it does not pose any additional risk or expense to Purchaser.

18. **USE AND OCCUPANCY**: Purchaser is responsible to obtain and pay for the costs of any desired or required use and occupancy permit and any inspections or certifications required by a governing authority to occupy or settle on the Premises.

19. **FIRE INSURANCE**: Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

20. **PURCHASERS' DEFAULT**: In case of noncompliance by Purchaser with any term of these Conditions, Seller has the option, in addition to all other remedies provided by law or at equity, to exercise any one or more of the following remedies:

- (a) To retain Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; or
- (b) To resell the Premises, at public or private sale, with or without notice to Purchaser, and hold Purchaser liable for the actual loss resulting from such resale, including attorneys' fees and costs incurred by Seller as a result of Purchaser's default. Seller may retain the down money paid hereunder as security for payment of such loss.

21. **SUMMARY OF CONDITIONS**: Purchaser acknowledged that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the Premises, that Purchaser had an opportunity to review the full Conditions of Sale, and that Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

22. **PARTIES BOUND**: These Conditions of Sale and Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.

23. **CONSTRUCTION**: All references to the highest bidder, Purchaser or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

24. **ASSIGNMENT**: Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

25. **INTENT**: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of Purchaser's Agreement, are hereby superseded by this Agreement.

26. **AMENDMENT**: No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and Purchaser's Agreement attached hereto.

27. **EFFECT OF WAIVER OR CONSENT**: A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.

28. **SEVERABILITY**: If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

Frederick Reed

Ginger Reed

Seller's forwarding address: _____

Phone: _____

c/o Patrick A. Deibler, Esquire
Law Firm of Kling & Deibler, LLP
131 West Main Street
New Holland, PA 17557
717-354-7700

Exhibit A

ALL THAT CERTAIN lot or piece of ground situate in the Township of West Nantmeal, Chester County, Pennsylvania, bounded and described according to a plot plan of Home and Homesteads, Inc., made by Morris W. Holan, Jr., Civil Engineer dated 5/25/74, revised 5/30/75 as follows, to wit:

BEGINNING at a point on the title line in the bed of Chestnut Tree Road (LR 15145) said point being at a corner of Lot No. 11 on said Plan; thence from the beginning said title line in the bed of said road North 13 degrees 52 minutes East 50 feet to a point a corner of Lot No. 9 on said plan; thence extending along said lot and crossing the Southeasterly side of said Chestnut Tree Road (LR 15145), South 86 degrees 10 minutes East 792.03 feet to a point a corner of land now or late of Waltero, Inc.; thence extending along said lands North 76 degrees 44 minutes East 511.38 feet to a point a corner of lands now or late of Robert and Elizabeth Burns; thence extending along said lands and partly along land now or late of John and Rosemary Cavanaugh, South 03 degrees 01 minutes east 701.30 feet to a point a corner of Lot No. 7 on said Plan; thence extending along said lot, North 86 degrees 58 minutes West 773.93 feet to a point a corner of Lot No. 11 on said plan; thence extending along said lot the two following courses and distances: (1) North 02 degrees 52 minutes East 507.61 feet to a point and (2) North 86 degrees 10 minutes West recrossing the Southeasterly side of Chestnut Tree Road (LR 15145) aforesaid, 630 feet to then first mentioned point and place of **BEGINNING**.

CONTAINING 10.528 acres, more or less.

BEING Lot No. 8 on said Plan.

BEING PARCEL NO. 23-4-37.5

BEING THE SAME PREMISES which Providence Group, LTD., A PA Corp., part of the first part, by Deed dated August 31, 1998 and recorded September 15, 1998 in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, in Record Book, 4419, Page 1251, granted and conveyed unto Frederick Reed and Ginger Reed.

EXCEPTING AND RESERVING THEREFROM a tract of 142 square feet released to D. Weston Darby Jr. and Margarete A. K. Darby, by quitclaim deed dated October 16, 2014 and recorded December 19, 2014 in Record Book 9034, Page 92.

PURCHASER'S AGREEMENT & RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.

Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____
_____ (\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisalment, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, Purchasers have executed this Agreement on April 22, 2019 intending to be legally bound hereby.

Purchaser's
Signature(s): _____

Address: _____

Purchaser's
Printed Name(s): _____

Cell Phone: _____

Phone: _____ (h) _____ (w)

The undersigned acknowledges that Purchaser paid Seller of the sum of Forty Five Thousand (\$45,000.00) Dollars, representing the down payment toward the Purchase Price for the purchase of the Premises.

KLING & DEIBLER, LLP

By: _____
Patrick A. Deibler, Esquire, Attorney for Seller
Law Firm of Kling & Deibler, LLP
131 West Main Street, New Holland, PA 17557
717-354-7700

	Yes	No	Unk	N/A
A		✓		
B		✓		
C		✓		

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
 (B) Is Seller the landlord for the property?
 (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
1				
2	✓			
3				
4	✓			
5		✓		
6		✓		
7		✓		
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96		✓		
97		✓		
98		✓		
99		✓		
100		✓		

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the property most recently occupied? currently
 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? _____
 3. How many persons most recently occupied the property? 3

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

1. The owner
 2. The executor
 3. The administrator
 4. The trustee
 5. An individual holding power of attorney

(C) When was the property purchased? 1998

(D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): most years one dog; ~10 yrs ago 2 rabbits in cage

	Yes	No	Unk	N/A
1		✓		
2		✓		
3		✓		
4		✓		
5		✓		
6		✓		
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98		✓		
99		✓		
100		✓		

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

(A) Type. Is the Property part of a(n):

1. Condominium
 2. Homeowners association or planned community
 3. Cooperative
 4. Other type of association or community

(B) If "yes," how much are the fees? \$ _____, paid (☐ Monthly) (☐ Quarterly) (☐ Yearly)

(C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: _____

(D) If "yes," provide the following information about the association:

1. Community Name _____
 2. Contact _____
 3. Mailing Address _____
 4. Telephone Number _____

(E) How much is the capital contribution/initiation fee? \$ _____

Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

	Yes	No	Unk	N/A
1			✓	
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100		✓		

4. ROOF AND ATTIC

(A) Installation

1. When was the roof installed? 4/98
 2. Do you have documentation (invoice, work order, warranty, etc.)?

(B) Repair

1. Has the roof or any portion of it been replaced or repaired during your ownership?
 2. If it has been replaced or repaired, was the existing roofing material removed?

(C) Issues

1. Has the roof ever leaked during your ownership?
 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: several small sections, shingles replaced because of storm damage. Some leaking before gutters/downspouts moved/replaced. Roof over-deck was repaired, but may still have a small leak

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	Yes	No	Unk	N/A
1	✓	✓		
2		✓		
3				✓
4				✓
1		✓		
2	✓			
3		✓		

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- Does the property have a sump pit? If yes, how many? 1
- Does the property have a sump pump? If yes, how many? 1
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

- Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public system?

Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: Fixed gutters/downspouts; Front, SW side

	Yes	No	Unk	N/A
1		✓		
2		✓		
1		✓		
2	✓			

6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(A) Status

- Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
- Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

- Is your property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the property?

Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: Inspection 1998, negative

	Yes	No	Unk	N/A
A		✓		
B		✓		
C		✓		
1		✓		
2		✓		
3				✓
E	✓	✓		
F	✓			

7. STRUCTURAL ITEMS

- Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
- Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?
- Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?
- Stucco and Exterior Synthetic Finishing Systems
 - Is your property constructed with stucco?
 - Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 - If "yes," when was it installed?

(E) Are you aware of any fire, storm, water or ice damage to the property?

(F) Are you aware of any defects (including stains) in flooring or floor coverings?

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: normal wear/tear stains in carpeting, some water damage to flooring

	Yes	No	Unk	N/A
A		✓		
B		✓		

8. ADDITIONS/ALTERATIONS in front of greenhouse, crack in tile in front of stove

- Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.
- Are you aware of any private or public architectural review control of the property other than zoning codes?

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

☐ A sheet describing other additions and alterations is attached.

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Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

(A) **Source.** Is the source of your drinking water (check all that apply):

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other _____
8. No water service (explain): _____

(B) **Bypass Valve** (for properties with multiple sources of water)

1. Does your water source have a bypass valve?
2. If "yes," is the bypass valve working?

(C) **Well**

1. Has your well ever run dry?
2. Depth of Well ~130 ft
3. Gallons per minute _____, measured on (date) _____
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) **Pumping and Treatment**

1. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____
2. Do you have a softener, filter, or other treatment system?
3. Is the softener, filter, or other treatment system leased? From whom? _____

(E) **General**

1. When was your water last tested? 8/98 Test results: negative (contamination)
2. Is the water system shared? With whom? _____

(F) **Issues**

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
2. Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: _____

10. SEWAGE SYSTEM

(A) **General**

1. Is your property served by a sewage system (public, private or community)?
2. If no, is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? _____

(B) **Type** Is your property served by:

1. Public (if "yes," continue to D through G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

	Yes	No	Unk	N/A
1				
2	✓			
3		✓		
4		✓		
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1		✓	✓	
2				✓
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2		✓		
1		✓		
2		✓		

	Yes	No	Unk	N/A
1	✓			
2				✓
3			✓	
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3	✓			
4		✓		

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	Yes	No	Unk	N/A
1		✓		
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(C) **Individual On-lot Sewage Disposal System.** Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: _____

(D) **Tanks and Service**

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property?
5. Where are the septic tanks located? South west corner
6. How often is the on-lot sewage disposal system serviced? pumped every 2-3 yrs
7. When was the on-lot sewage disposal system last serviced? 11/18

(E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**

1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) **Sewage Pumps**

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)? _____
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps? _____

(G) **Issues**

1. Is any waste water piping not connected to the septic/sewer system?
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: _____

	Yes	No	Unk	N/A
1	✓			
2		✓		
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6		✓		
7		✓		
8		✓		
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11. **PLUMBING SYSTEM**

(A) **Material(s).** Are the plumbing materials (check all that apply):

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other _____

(B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain: _____

12. **DOMESTIC WATER HEATING**

(A) **Type(s).** Is your water heating (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other: _____
8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?

(B) How many water heaters are there? 1 When were they installed? 2016

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: _____

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	Yes	No	Unk	N/A
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13. HEATING SYSTEM

(A) Fuel Type(s). Is your heating source (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other

(B) System Type(s) (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? 1
8. Coal stove(s) How many?
9. Other:

(C) Status

1. When was your heating system(s) installed? Boiler replaced 9/08
2. When was the heating system(s) last serviced? 11/14
3. How many heating zones are in the property? 5
4. Is there an additional and/or backup heating system? Explain:

(D) Fireplaces

1. Are there any fireplace(s)? How many? 1
2. Are all fireplace(s) working?
3. Fireplace type(s) (wood, gas, electric, etc.): wood
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative?
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)?
6. How many chimney(s)? 2 flues When were they last cleaned? fireplace - fall 2018
7. Are the chimney(s) working? If "no," explain: Fireplace - yes, old boiler flue not used-capped

(E) List any areas of the house that are not heated: one garage and basement

(F) Heating Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): west side
3. If you do not own the tank(s), explain:

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain:

	Yes	No	Unk	N/A
1				
2				
3				
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14. AIR CONDITIONING SYSTEM

(A) Type(s). Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other
5. None

(B) Status

1. When was the central air conditioning system installed? 2000, with new airhandler lineret compressor 2014
2. When was the central air conditioning system last serviced? 2014
3. How many air conditioning zones are in the property? 1

(C) List any areas of the house that are not air conditioned: garage, basement

Are you aware of any problems with any item in section 14? If "yes," explain:

	Yes	No	Unk	N/A
1				
2				

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?

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	Yes	No	Unk	N/A
B				
C		✓		
P		✓		

- (B) What is the system amperage? 200
 (C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Item	Yes	No	Unk	N/A	Item	Yes	No	Unk	N/A
Electric garage door opener	✓				Trash compactor		✓		
Garage transmitters	✓				Garbage disposal		✓		
Keyless entry		✓			Stand-alone freezer		✓		
Smoke detectors	✓				Washer	✓			
Carbon monoxide detectors	✓				Dryer	✓			
Security alarm system		✓			Intercom		✓		
Interior fire sprinklers		✓			Ceiling fans	✓			
In-ground lawn sprinklers		✓			A/C window units		✓		
Sprinkler automatic timer		✓			Awnings		✓		
Swimming pool		✓			Attic fan(s)	✓			
Hot tub/spa		✓			Satellite dish		✓		
Deck(s)	✓				Storage shed		✓		
Pool/spa heater		✓			Electric animal fence		✓		
Pool/spa cover		✓			Other:				
Whirlpool/tub		✓			1. <u>Chicken house/run</u>	✓			
Pool/spa accessories		✓			2.				
Refrigerator(s)	✓				3.				
Range/oven	✓				4.				
Microwave oven		✓			5.				
Dishwasher	✓				6.				

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain:

one ceiling fan needs new blade arm

	Yes	No	Unk	N/A
1		✓		
2		✓		
3		✓		
4		✓		

17. LAND/SOILS

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property? (cow manure on field)
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

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	Yes	No	Unk	N/A
1		✓		
2		✓		
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4	✓			
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(B) Preferential Assessment and Development Rights

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq.
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)
4. Any other law/program: Act 519 of 1974 (Clean + Green)

Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.

(C) Property Rights

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain:

Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.

Explain any "yes" answers in section 17: _____

	Yes	No	Unk	N/A
1		✓		
2		✓		
3		✓		
4	✓			
5		✓		
6		✓		
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18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: some flooding at end of drive after heavy rain

(B) Boundaries

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): _____

Seller's Initials

ML/glv

Date

8 Feb 19

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Buyer's Initials

_____/____

Date

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A
1		✓		
2		✓		
1	✓			
2				

(A) Mold and Indoor Air Quality (other than radon)

- Are you aware of any tests for mold, fungi, or indoor air quality in the property?
- Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

(B) Radon

- Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date	2002	Continuous since 2004
Type of Test	canister	continuous ionization chamber
Results (picouries/liter)	1st Floor 0.9 / basement 2.8	basement 1 or 2
Name of Testing Service	ProLab	Family Safety Products Inc

- Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?
Jan '04	sump pit fan	owner	yes

(C) Lead Paint

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

- Are you aware of any lead-based paint or lead-based paint hazards on the property?
- Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

(D) Tanks

- Are you aware of any existing or removed underground tanks? Size: 1000 gal propane
- If "yes," have any tanks been removed during your ownership?

(E) Dumping. Are you aware of any dumping on the property?

(F) Other

- Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
- Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
- Are you aware of testing on the property for any other hazardous substances or environmental concerns?
- Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: _____

20. MISCELLANEOUS

	Yes	No	Unk	N/A
1	✓			
2		✓		
3		✓		
1		✓		
2		✓		
3		✓		

(A) Deeds, Restrictions and Title

- Are you aware of any deed restrictions that apply to the property? Act 319
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
- Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

(B) Financial

- Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
- Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
- Are you aware of any insurance claims filed relating to the property?

Seller's Initials

NR/gw

Date 8 Feb 19

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Buyer's Initials

/

Date

	Yes	No	Unk	N/A
1		☒		
2		☒		
1		☒		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

2. After completing this form, If Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: Act 319

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- ☐
- ☐
- ☐

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER
SELLER
SELLER

DATE 8 Feb 2019
DATE 8 Feb 19
DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER
BUYER
BUYER

DATE _____
DATE _____
DATE _____