

CONDITIONS OF SALE

The terms and conditions of the present public sale, held November 18, 2024 (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of STEVEN L. EBERSOL and JOANNA EBERSOL, his wife, of 107 Compass Road, Parkesburg, Pennsylvania 19365 (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 107 Compass Road, Parkesburg, Sadsbury Township, Chester County, Pennsylvania 19365 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, LLC 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 the Purchaser of the Premises at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser") shall immediately thereafter execute and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale and shall pay down the sum of Forty Thousand (\$40,000.00) Dollars as a down payment 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 the 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. The Purchaser further acknowledges that the Premises is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.
4. **REBIDDING**: If the auctioneer believes that any reasonable disputes arise among bidders, the Premises may 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. Seller makes no representations as to the validity, existence, or condition of any vehicle title for any mobile or modular home situate on the Premises. Buyer shall bear the sole responsibility of conveying any mobile or modular home title at settlement, and/or the cancellation of same. 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 may have the option to extend the Settlement Date, 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 Glick, Goodley, Deibler & Fanning, LLP, 131 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster or Chester County on January 18, 2025 (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 because 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 Seller's 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) 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.

29. **EXECUTION IN COUNTERPART OR BY FASCIMILE OR ELECTRONICALLY**:

This Agreement may be executed by facsimile or electronically and/or in counterparts, each of which shall be deemed an original Agreement and when combined shall constitute one Agreement.

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

Steven L. Ebersol

Joanna Ebersol

Seller's forwarding address: _____

Phone: _____

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

EXHIBIT "A" – LEGAL DESCRIPTION

ALL THAT CERTAIN tract of land situate in the Township of Sadsbury, County of Chester and State of Pennsylvania, bounded and described according to a Map in Plan made for Kenneth Mast by Edgar Laub, R.S., dated May 1, 1972, as follows:

BEGINNING at a spike in a public macadam road, (T-348) Compass Road, leading from Lincoln Highway to the Limestone Road, T.R. #10, said spike the northeast corner of parcel "D"; thence by said Parcel "D", South sixty five degrees fifty three minutes thirty seconds West (passing over an iron pin nineteen feet from last mentioned spike) four hundred thirty nine and two tenths feet to an iron pin; thence by remaining land now or late of Kenneth Mast, et ux, the following two courses and distances: (1) North thirty one degrees twenty three minutes thirty seconds West, one hundred ninety nine and ninety two hundredths feet to an iron pin; thence (2) North sixty five degrees fifty three minutes thirty seconds East four hundred thirty nine and two tenths feet to a spike in Compass Road; thence by said Compass Road the following two courses and distances: (1) South thirty two degrees thirty six minutes thirty seconds East, one hundred nineteen and three tenths feet to a spike; thence (2) South twenty nine degrees thirty six minutes East, eighty and seven tenths feet to the point of **BEGINNING**.

BEING THE SAME PREMISES which Christian S. Blank and Kathryn S. Blank, husband and wife, by Deed dated December 3, 2018 and recorded December 12, 2018 in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, in Record Book 9856, page 1815, granted and conveyed unto Steven L. Ebersol.

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 appraisal, 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 November 18, 2024, 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 the sum of Forty Thousand (\$40,000.00) Dollars, representing the down payment toward the Purchase Price for the purchase of the Premises.

GLICK, GOODLEY, DEIBLER & FANNING, LLP

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

SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 107 Compass Rd, Parkesburg, Pa 19365

2 **SELLER** Steven L Ebersol

3 **INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 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
7 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
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 This Statement discloses Seller's knowledge of the condition of the Property as of the date signed by Seller and is not a substitute for any
14 inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or rep-
15 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers
18 are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.

- 19 1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 20 2. Transfers as a result of a court order.
- 21 3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
- 22 4. Transfers from a co-owner to one or more other co-owners.
- 23 5. Transfers made to a spouse or direct descendant.
- 24 6. Transfers between spouses as a result of divorce, legal separation or property settlement.
- 25 7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of
26 liquidation.
- 27 8. Transfers of a property to be demolished or converted to non-residential use.
- 28 9. Transfers of unimproved real property.
- 29 10. Transfers of new construction that has never been occupied and:
 - 30 a. The buyer has received a one-year warranty covering the construction;
 - 31 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model
32 building code; and
 - 33 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

COMMON LAW DUTY TO DISCLOSE

34 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
35 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
36 to avoid fraud, misrepresentation or deceit in the transaction. This duty continues until the date of settlement.
37

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

38 According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required
39 to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known
40 material defect(s) of the Property.
41

42 _____ DATE _____

43 Seller's Initials SLE/JSE Date 10-2-24

SPD Page 1 of 11 Buyer's Initials / Date _____



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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: Electrical Contractor

	Yes	No	Unk	N/A
A	✓			
B	✓			
C		✓		

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

- 1. When was the Property most recently occupied? Present
- 2. By how many people? 4
- 3. Was Seller the most recent occupant?
- 4. If "no," when did Seller most recently occupy the Property?

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

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

(C) When was the Property acquired? December 2018

(D) List any animals that have lived in the residence(s) or other structures during your ownership:

dog in the barn, chickens, goats, ducks, pigs, horses, pony, all in barn.

Explain Section 2 (if needed):

	Yes	No	Unk	N/A
A1				
A2				
A3	✓			
A4				
B1	✓	✓		
B2		✓		
B3		✓		
B4		✓		
C				

3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

(B) 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

(C) If "yes," how much are the fees? \$ _____, paid ([] Monthly) ([] Quarterly) ([] Yearly)

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

(E) If "yes," provide the following information:

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

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

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 plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular 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.

4. ROOFS AND ATTIC

(A) Installation

- 1. When was or were the roof or roofs installed? Sept 2004
- 2. Do you have documentation (invoice, work order, warranty, etc.)?

(B) Repair

- 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
- 2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) Issues

- 1. Has the roof or roofs ever leaked during your ownership?
- 2. Have there been any other leaks or moisture problems in the attic?
- 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

	Yes	No	Unk	N/A
A1	✓			
A2				
B1	✓			
B2	✓			
C1	✓		✓	
C2			✓	
C3		✓		

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: Home Depot completely replaced in 2024. It had a minor leak where a shingle blew off and was repaired and replaced.

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

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

	Yes	No	Unk	N/A
A1		✓		
A2		✓		
A3		✓		✓
A4				✓
B1	✓			
B2	✓			
B3		✓		

(B) Water Infiltration

- Are you aware of any past or present 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 sewer system?

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: The shut off valve of the well had a small drip in August 2023. It was repaired immediately by Legacy Plumbing LLC.

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

(A) Status

- Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

	Yes	No	Unk	N/A
A1		✓		
A2		✓		
B1		✓		
B2		✓		

(B) Treatment

- Is the 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. Include the name of any service/treatment provider, if applicable: _____

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(s), basement or crawl space(s)?
- Stucco and Exterior Synthetic Finishing Systems
 - Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 - If "yes," indicate type(s) and location(s) Stucco on House
 - If "yes," provide date(s) installed _____
- Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
- Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A		✓		
B		✓		
C		✓		
D1	✓			
D2				
D3				✓
E		✓		
F	✓			

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: Normal water 3 feet

8. ADDITIONS/ALTERATIONS

- (A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

Yes	No	Unk	N/A
✓			

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
<u>Shed</u>	<u>Oct 2023</u>	<u>no</u>	<u>N/A</u>

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

A sheet describing other additions and alterations is attached.

(B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain: _____

Yes	No	Unk	N/A
	✓		

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 changes 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. If no water service, explain: _____

(B) General

1. When was the water supply last tested? _____
Test results: _____
2. Is the water system shared?
If "yes," is there a written agreement? _____
4. Do you have a softener, filter or other conditioning system?
5. Is the softener, filter or other treatment system leased? From whom? _____
6. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____

(C) 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?

(D) Well

1. Has your well ever run dry?
2. Depth of well _____
3. Gallons per minute: _____, measured on (date) _____
4. Is there a well that is used for something other than the primary source of drinking water?
If "yes," explain Hydrant at Basin and garden
5. If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1	✓			
A2				
A3				
A4				
A5				
A6				
A7				
B1				
B2				
B3				
B4				
B5				
B6				
C1				
C2				
D1				
D2				
D3				
D4				
D5				

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

(E) Issues

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

	Yes	No	Unk	N/A
E1		✓		
E2		✓		

Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

10. SEWAGE SYSTEM

(A) General

- Is the Property served by a sewage system (public, private or community)?
- If "no," is it due to unavailability or permit limitations?
- When was the sewage system installed (or date of connection, if public)?
- Name of current service provider, if any:

	Yes	No	Unk	N/A
A1	✓			
A2				✓
A3			✓	✓
A4				
B1		✓		
B2	✓	✓		
B3				
B4				
C1			✓	
C2		✓		
C3	✓	✓		
C4	✓			
C5	✓			
C6		✓		
C7		✓		
C8		✓		
C9		✓		
C10		✓		
D1	✓	✓		
D2				
D3		✓		
D4		✓		
D5				
D6				
E1		✓		
E2				✓
F1		✓		✓
F2				✓
F3				✓
F4				✓
F5				
G1				
G2		✓		
G3		✓		
G4		✓		

(B) Type Is your Property served by:

- Public
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain:

(C) Individual On-lot Sewage Disposal System. (check all that apply):

- Is your sewage system within 100 feet of a well?
- Is your sewage system subject to a ten-acre permit exemption?
- Does your sewage system include a holding tank?
- Does your sewage system include a septic tank?
- Does your sewage system include a drainfield?
- Does your sewage system include a sandmound?
- Does your sewage system include a cesspool?
- Is your sewage system shared?
- Is your sewage system any other type? Explain:
- Is your sewage system supported by a backup or alternate system?

(D) Tanks and Service

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property? Explain
- Where are the septic tanks located? Back of House
- When were the tanks last pumped and by whom?

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

- Are you aware of any abandoned septic systems or cesspools on the Property?
- If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

(F) Sewage Pumps

- Are there any sewage pumps located on the Property?
- If "yes," where are they located?
- What type(s) of pump(s)?
- Are pump(s) in working order?
- Who is responsible for maintenance of sewage pumps?

(G) Issues

- How often is the on-lot sewage disposal system serviced? every 3 years
- When was the on-lot sewage disposal system last serviced and by whom? 2023
- Is any waste water piping not connected to the septic/sewer system?
- Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

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275 Check **yes**, **no**, **unknown (unk)** or **not applicable (N/A)** for each question. Be sure to check **N/A** when a question does not apply to the
 276 Property. Check **unknown** when the question does apply to the Property but you are not sure of the answer. All questions must be answered.
 277 Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-
 278 forts, the name of the person or company who did the repairs and the date the work was done:
 279 _____

280 **11. PLUMBING SYSTEM**

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

- 282 1. Copper
- 283 2. Galvanized
- 284 3. Lead
- 285 4. PVC
- 286 5. Polybutylene pipe (PB)
- 287 6. Cross-linked polyethylene (PEX)
- 288 7. Other _____

	Yes	No	Unk	N/A
A1			<input checked="" type="checkbox"/>	
A2			<input checked="" type="checkbox"/>	
A3			<input checked="" type="checkbox"/>	
A4	<input checked="" type="checkbox"/>			
A5			<input checked="" type="checkbox"/>	
A6	<input checked="" type="checkbox"/>			
A7			<input checked="" type="checkbox"/>	
B		<input checked="" type="checkbox"/>		

289 (B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but
 290 not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?
 291 If "yes," explain: _____

292 **12. DOMESTIC WATER HEATING**

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

- 294 1. Electric
- 295 2. Natural gas
- 296 3. Fuel oil
- 297 4. Propane
- 298 If "yes," is the tank owned by Seller?
- 299 5. Solar
- 300 If "yes," is the system owned by Seller?
- 301 6. Geothermal
- 302 7. Other _____

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>			
A2		<input checked="" type="checkbox"/>		
A3		<input checked="" type="checkbox"/>		
A4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
A5		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
A6		<input checked="" type="checkbox"/>		
A7		<input checked="" type="checkbox"/>		
B1				
B2				
B3		<input checked="" type="checkbox"/>		
C		<input checked="" type="checkbox"/>		

303 (B) System(s)
 304 1. How many water heaters are there? One
 305 Tanks Tankless _____
 306 2. When were they installed? 2023
 307 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?
 308 (C) Are you aware of any problems with any water heater or related equipment?
 309 If "yes," explain: _____

310 **13. HEATING SYSTEM**

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

- 312 1. Electric
- 313 2. Natural gas
- 314 3. Fuel oil
- 315 4. Propane
- 316 If "yes," is the tank owned by Seller?
- 317 5. Geothermal
- 318 6. Coal
- 319 7. Wood
- 320 8. Solar shingles or panels
- 321 If "yes," is the system owned by Seller?
- 322 9. Other: _____

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>			
A2		<input checked="" type="checkbox"/>		
A3		<input checked="" type="checkbox"/>		
A4		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
A5		<input checked="" type="checkbox"/>		
A6	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
A7		<input checked="" type="checkbox"/>		
A8		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
A9				<input checked="" type="checkbox"/>
B1		<input checked="" type="checkbox"/>		
B2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
B3		<input checked="" type="checkbox"/>		
B4		<input checked="" type="checkbox"/>		
B5		<input checked="" type="checkbox"/>		
B6		<input checked="" type="checkbox"/>		
B7		<input checked="" type="checkbox"/>		

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

- 324 1. Forced hot air
- 325 2. Hot water
- 326 3. Heat pump
- 327 4. Electric baseboard
- 328 5. Steam
- 329 6. Radiant flooring
- 330 7. Radiant ceiling

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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- 8. Pellet stove(s)
How many and location? _____
- 9. Wood stove(s)
How many and location? One in Basement living space
- 10. Coal stove(s)
How many and location? _____
- 11. Wall-mounted split system(s)
How many and location? One in 14x30 Shop/office
- 12. Other: _____
- 13. If multiple systems, provide locations _____

(C) Status

- 1. Are there any areas of the house that are not heated?
If "yes," explain: _____
- 2. How many heating zones are in the Property? One Heat Pump
- 3. When was each heating system(s) or zone installed? 2017
- 4. When was the heating system(s) last serviced? Prior to Auction
- 5. Is there an additional and/or backup heating system? If "yes," explain:
Fireplace in Basement acts as a great heat source.
- 6. Is any part of the heating system subject to a lease, financing or other agreement?
If "yes," explain: _____

(D) Fireplaces and Chimneys

- 1. Are there any fireplaces? How many? _____
- 2. Are all fireplaces working? _____
- 3. Fireplace types (wood, gas, electric, etc.): _____
- 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative? _____
- 5. Are there any chimneys (from a fireplace, water heater or any other heating system)? _____
- 6. How many chimneys? One
- 7. When were they last cleaned? Spring 2024
- 8. Are the chimneys working? If "no," explain: _____

(E) Fuel Tanks

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

(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain: _____

14. AIR CONDITIONING SYSTEM

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

- 1. Central air
 - a. How many air conditioning zones are in the Property? One
 - b. When was each system or zone installed? 2017
 - c. When was each system last serviced? Prior to auction
- 2. Wall units
How many and the location? _____
- 3. Window units
How many? _____
- 4. Wall-mounted split units
How many and the location? One in Office space
- 5. Other _____
- 6. None _____

(B) Are there any areas of the house that are not air conditioned?
If "yes," explain: _____

(C) Are you aware of any problems with any item in Section 14? If "yes," explain: _____

	Yes	No	Unk	N/A
B8		✓		✓
B9	✓			
B10		✓		✓
B11	✓			
B12		✓		✓
B13				✓
C1		✓		
C2				
C3				
C4				
C5	✓			
C6				
D1		✓		✓
D2				✓
D3				✓
D4	✓			✓
D5				
D6				
D7	✓			
D8	✓			
E1		✓		
E2				✓
E3				✓
F		✓		
A1	✓			
1a				
1b				
1c		✓		
A2		✓		✓
A3		✓		✓
A4	✓			
A5				
A6		✓		
B		✓	✓	
C		✓		

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
 - a. If "yes," is it entirely or partially solar powered? _____
 - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain: _____

(B) What is the system amperage? 200

(C) Are you aware of any knob and tube wiring in the Property?

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

	Yes	No	Unk	N/A
A1		✓		
A2	✓			
A3		✓		
A4				✓
A5				✓
A6				✓
B		✓		
C		✓		
D				

16. OTHER EQUIPMENT AND APPLIANCES

(A) THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS and must be completed for each item that will, or may, be included with the Property. The 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. THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.

(B) Are you aware of any problems or repairs needed to any of the following:

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

(C) Explain any "yes" answers in Section 16: Washer works but screen doesn't light up.

17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

1. Above-ground or in-ground? _____
2. Saltwater or chlorine? _____
3. If heated, what is the heat source? _____
4. Vinyl-lined, fiberglass or concrete-lined? _____
5. What is the depth of the swimming pool? _____
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17: _____

	Yes	No	Unk	N/A
A		✓		
A1				✓
A2				✓
A3				✓
A4				✓
A5				✓
A6				✓
A7				
B				✓
B1				✓
B2				

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

18. WINDOWS

(A) Have any windows or skylights been replaced during your ownership of the Property?

(B) Are you aware of any problems with the windows or skylights?

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

All the windows and were replaced in the past 3 years

19. 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?
- Have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

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 further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

(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:

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

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

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):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		

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 19:

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- 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?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

Yes	No	Unk	N/A
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
			<input checked="" type="checkbox"/>

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features:

(B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
 - a. If "yes," is there a written right of way, easement or maintenance agreement?
 - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3b	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

Explain any "yes" answers in Section 20(B):

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
2. If "yes," provide test date and results _____
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(C) Lead Paint

If the 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 on a separate disclosure form.

1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location: _____

	Yes	No	Unk	N/A
E	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s): Tested it for mold in 2023. Found a little on the washer lines before removal

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

1. Are there any deed restrictions or restrictive covenants that apply to the Property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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✓

Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, 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 mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts 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 during your ownership?

(C) Legal

- Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?
- Are you aware of any existing or threatened legal action affecting the Property?

(D) Additional Material Defects

- 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.

- 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 report(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: Normal wear & tear.

	Yes	No	Unk	N/A
A3		✓		
B1		✓		
B2		✓		
B3		✓		
C1		✓		
C2		✓		
D1	✓			

23. 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. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER Steven I. Ebersol DATE 11-2-24
 SELLER Jocanna Ebersol DATE 11-2-24
 SELLER _____ DATE _____
 SELLER _____ DATE _____
 SELLER _____ DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this 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 _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____

RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 107 Compass Rd, Parkesburg, Pa 19365

2 **SELLER** Steven L Ebersol

3 **LEAD WARNING STATEMENT**
4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest
8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or
9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for
10 possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**
12 SEP Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
13 Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the
14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other
15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)
16

17 **SELLER'S RECORDS/REPORTS**
18 SEP Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.
19 Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in
20 or about the Property. (List documents):
21

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

23 **SELLER** _____
24 **SELLER** Steven L Ebersol DATE 10-2-24
25 **SELLER** Janna Ebersol DATE 10-2-24

26 **BUYER** _____ DATE _____

27 **DATE OF AGREEMENT** _____

28 **BUYER'S ACKNOWLEDGMENT**
29 / Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.
30 / Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records
31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.
32 Buyer has (initial one):
33 / received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of
34 lead-based paint and/or lead-based paint hazards; or
35 / waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based
36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 **BUYER** _____ DATE _____
39 **BUYER** _____ DATE _____
40 **BUYER** _____ DATE _____

41 AGENT ACKNOWLEDGEMENT AND CERTIFICATION

42 _____ Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint
43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.
45 Seller Agent and Buyer Agent must both sign this form.

46 **BROKER FOR SELLER (Company Name)** Beiler-Campbell Realtors & Auctioneers
47 **LICENSEE** Elvin Stoltzfus DATE 9-30-24

48 **BROKER FOR BUYER (Company Name)** _____
49 **LICENSEE** _____ DATE _____



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10/16