### CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

- 1. The property to be sold is known as 12 W. Penn Grant Road, Pequea Township, Lancaster County, Pennsylvania, as more fully described in Exhibit "A" ("Property").
- 2. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him. The Purchaser shall additionally pay a Buyer's Premium equal to 3% of the purchase money. The Seller shall have no obligation to pay Buyer's Premium. The winning bid plus the 3% Buyer's Premium shall comprise the total Purchase Price. Purchaser shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale and pay down 10% of the Purchase Price to the Seller¹ as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. Offsite Bidding: Seller shall accept bids from prospective bidders online and prospective bidder accepts all terms herein.
- 3. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC, 480 New Holland Avenue, Suite 6205, Lancaster, Pennsylvania 17602, on or before December 31, 2024 ("Closing") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the

<sup>&</sup>lt;sup>1</sup> Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, subdivision plan notes, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 6 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder's Office, affecting the Property, of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage by fire or storm, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

- 4. This sale of real estate shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.
- 5. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.
- 6. The Property shall be sold UNDER AND SUBJECT to the following conditions and restrictions:
  - a. Subject to building and use restrictions, ordinances,

easements of roads, rights of public service companies and easements, rights or other non-monetary encumbrances either of record or visible upon inspection; and

- b. Subject to the Seller's Property Disclosure Statement attached hereto as Exhibit "B."
  - 7. Formal tender of deed and purchase money are waived.
- 8. Fees or charges for acknowledgments to the deed shall be paid by the Seller, and all required state and local realty transfer taxes by the Purchaser. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis. Purchaser shall pay for all charges for preparation of documents, including without limitation, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney's 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.
- 9. The Seller hereby represents that the Property is served by on-site well and public sewer.
- 10. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric heating, plumbing and water plants, fixtures and systems; and any other articles permanently affixed to the Property.
- 11. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and the auctioneer from any

claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

- 12. The parties acknowledge that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Property is satisfactory for his contemplated use thereof. The 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).
- 13. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the The Property is being sold unto Purchaser "AS IS", with no Property. representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof. Seller has conducted no investigation but does not have actual knowledge of any underground storage tank(s) on the property. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Property 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 Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the costs of any

such repair, improvement, inspection, or testing shall be payable solely by the 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. The 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.

- 14. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
- 15. In case of non-compliance by Purchaser with these Conditions, Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Purchaser and to retain any advance in price, or hold the present Purchaser liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.
- 16. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is

recommended prior to purchase.

- a. <u>Lead Warning Statement for Dwellings Built Before 1978</u>

  <u>Disclosure.</u> This dwelling on the Property was built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. To the best of the Executor's knowledge, there are no reports pertaining to lead-based paint or lead paint hazards.
- b. <u>Waiver</u>. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home, and that this this sale of real estate shall not be contingent upon any risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property.
- 17. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Property, and that the 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 Property.
- 18. These Conditions of Sale represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. 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 the Purchaser's Agreement attached hereto.

SELLER:

Paula F. Wilson, Executrix of the Estate of Fay A. McClune a/k/a Fay A. McClune-Henry, deceased

Paul L. McClune, Jr., Executor of the Estate of Fay A. McClune a/k/a Fay A. McClune-Henry, deceased

## Purchaser's Agreement

I/We,	, agree that I/we have
purchased 12 W. Penn Grant Road	I, Pequea Townshyip, Lancaster County
	d in the foregoing Conditions, subject to said
	(includes 3% Buyer's Premium); and
·	e Property before payment of the purchase
	payment when due, I/we authorize the
	opear for me/us in any court and confes
•	ectment against me/us, in favor of the Selle
g ,	of said Property, and direct the issuing o
•	writ of execution for costs, hereby waiving irt, present or future exemption laws, and
right of appeal.	irt, present or ruture exemption laws, and
and the same	
I/We acknowledge that my/our p	ourchase of the Property is under and subjec
	et forth in Paragraph 6 of the Conditions o
Sale and subject to the items noted in	the Seller's Property Disclosure Statement
WITNESS my/our hand/s and seal/s th	nis 21st day of November, 2024.
<b>3</b> ,	
Signed in the presence of:	
	Durahagar
	Purchaser
	Purchaser

## EXHIBIT "A"

## Description of the Property

1443571.docx

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All THAT CERTAIN tract of land situated in the Township of Pequea,
County of Lancaster and State of Pennsylvania in that area known as
Willow Gardens being the western fifteen (15) feet of Lot #6 of Section
B, more particularly bounded and described as follows:

BEGINNING at a stake on the south line of Township Road #559 a corner of Lot #5 Section B; thence extending along said south line of Township Road #559; North eighty-four degrees eight minutes East a distance of fifteen feet (N. 84° 8' E. 15.0 ft.) to a stake a corner of the remaining portion of Lot #6 Section B; thence extending thru said remaining portion of Lot #6, South five degrees fifty-two minutes East a distance of one hundred thirty-two and eighty-three hundredths feet (S. 5° 52' E. 132.83 ft.) to a stake in line of Lot #10 Section B; thence extending along said Lot #10, South eighty-three degrees fifteen minutes West a distance of fifteen feet (S. 83° 15' W. 15.0 ft.) to a stake a corner of the aforesaid Lot #5 Section B; thence extending along said Lot #5, North five degrees fifty-two minutes West a distance of one hundred thirty-three and six hundredths feet (N. 5° 52' W. 133.06ft.) to a stake, the place of beginning.

BEING the same premises which John E. Stehman, widower, by his deed dated December 2, 1955 and recorded in the Office of the Recorder of Deeds at Lancaster, Fennsylvania in Deed Book O, Volume 144, Page 518, granted and conveyed to Willow Gardens, Inc., granter herein.

## EXHIBIT "B" Seller's Property Disclosure Statement

### SELLER'S PROPERTY DISCLOSURE STATEMENT

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS<sup>£</sup> (PAR).

PROPERTY 12 W. Penn Grant Road, Pequea Township, Lancaster County, PA Paula F. Wilson and Paul L. McClune, Jr. Executors of the Estate of Fay A. McClune

The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a buyer all known material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

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 inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form. Any non-exempt seller is obligated to complete the disclosure form even if the seller does not occupy or has never occupied the property. For a list of exempt sellers, see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

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 mate-

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.

Yes	No	Unk	N/A
	X.		
	X		
	X		

Yes No

2

2

3

4 5

C

Unk N/A

#### 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?

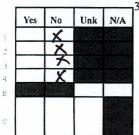
Explain any "yes" answers in section 1:

#### 2. OWNERSHIP/OCCUPANCY

- (A) Occupancy

  - When was the property most recently occupied?
     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?
- (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?
- (D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed):



#### 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
  - Other type of association or community\_\_\_\_
- , paid (☐ Monthly) (☐ Quarterly) (☐ Yearly) (B) If "yes," how much are the fees? \$
- (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain:

Seller's Initials Date 1/6/24	SPD Page 1 of 9	Buyer's Initials	/	Date	
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PR	OPE	RTY
	~	

No

Yes

Unk

N/A

Yes	No	Unk	N/A
	经数据		

(D) 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.

#### ROOF

#### (A) Installation

- 1. When was the roof installed? 5. 16.19
  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:

#### 5. BASEMENTS AND CRAWL SPACES

#### (A) Sump Pump

- 1. Does the property have a sump pit? If yes, how many?\_
- 2. Does the property have a sump pump? If yes, how many? \_\_/\_\_\_
- 3. If it has a sump pump, has it ever run?
- 4. If it has a sump pump, is the sump pump in working order?

#### (B) Water Infiltration

- 1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
- 2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- 3. 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:

#### TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

#### (A) Status

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

#### (B) Treatment

- 1. Is your property currently under contract by a licensed pest control company?
- 2. 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:

## Unk N/A No

#### STRUCTURAL ITEMS

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
- (B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?
- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?

#### (D) Stucco and Exterior Synthetic Finishing Systems

- 1. Is your property constructed with stucco?
- 2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- 3. 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:



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Buyer's Initials \_\_\_\_/\_ Date\_\_\_

PROPERTY	12	W.	Penn	Grant	Road,	Pequea	Township,	Lancaster	County,	P	4
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Yes	No	Unk	N/A
	V		
	X		

#### 8. ADDITIONS/ALTERATIONS

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

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 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 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.

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)
	Manager - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 - 111 -		
			·

☐ A sheet describing other additions and alterations is attached.

# 

	W	ATER	SUP	PLY
--	---	------	-----	-----

- (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
  - 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
  - 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? \_\_\_\_\_ Test results: \_\_\_\_
  - 2. Is the water system shared? With whom?

Seller's	Initials Date ///	1/26
	4 ( )	- /

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Buyer's Initials \_\_\_\_/\_ Date\_\_\_

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Buyer's Initials /

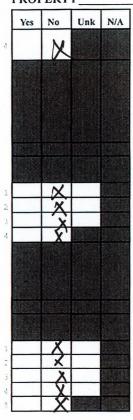
Date

213	12	DOMESTIC WATER HEATING
214	Yes No Unk N/A	(A) <b>Type(s).</b> Is your water heating (check all that apply):
201	1 🗙	1. Electric
,	2	Natural gas     Fuel oil
	3	4. Propane
	5 2	5. Solar
219	2	6. Geothermal
141	7 2	7. Other
1411	7 8 8	8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?
243	В	(B) How many water heaters are there? When were they installed?
		(C) Are you aware of any problems with any water heater or related equipment?
147	12	If "yes," explain:
216		(A) Fuel Type(s). Is your heating source (check all that apply):
241	Yes No Unk N/A	1. Electric
143 243		2. Natural gas
235	X	3. Fuel oil
251	1 R	4. Propane
	5 🗶	5. Geothermal
251	6 🗴	6. Coal
201	7 X	7. Wood
	s <b>X</b>	8. Other  (B) System Type(s) (check all that apply):
2.94	1 02	1. Forced hot air
2 1 1 2 - 1 1 1	2 2	2. Hot water
	3 2	3. Heat pump
	4 2	4. Electric baseboard
20.1	5	5. Steam
-67	6	6. Radiant
263		7. Wood stove(s) How many?
120	3	<ul><li>8. Coal stove(s) How many?</li><li>9. Other</li></ul>
		(C) Status
267	1 200 200 200 200	1. When was your heating system(s) installed? 10.30.12
. 67	2	2. When was the heating system(s) last serviced?
169	3	3. How many heating zones are in the property?
278	4 X	4. Is there an additional and/or backup heating system? Explain:
171		(D) Fireplaces
1.1		1. Are there any fireplace(s)? How many?
773		3. Fireplace types(s) (wood, gas, electric, etc.):
2.44	4 X	4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative?
	5	5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)?
§ 72	6 X	6. How many chimney(s)? When were they last cleaned?
	7	7. Are the chimney(s) working? If "no," explain:
7.9	E WAR BREITHIN	(E) List any areas of the house that are not heated:
$\tilde{\mathcal{E}}^{(k)}(I)$		(F) Heating Fuel Tanks
161	1 2	1. Are you aware of any heating fuel tank(s) on the property?  2. Location(s), including underground tank(s):
	3 7000 1000 1000	3. If you do not own the tank(s), explain:
284		e you aware of any problems or repairs needed regarding any item in section 13? If "yes,"
178		plain:
200	14.	AIR CONDITIONING SYSTEM
	Yes No Unk N/A	(A) Type(s). Is the air conditioning (check all that apply):
18%	X	Central air     Wall units
250	2 X	3. Window units
291	$\hat{\mathbf{X}}$	4. Other
193	5	5. None
	2	
	Seller's Initials	Date W/L/24 SPD Page 5 of 9 Buyer's Initials/ Date
	16	

#### PROPERTY 12 W. Penn Grant Road, Pequea Township, Lancaster County, PA N/A (B) Status Yes No Unk 1. When was the central air conditioning system installed? 2. When was the central air conditioning system last serviced? 3. How many air conditioning zones are in the property? Dassment (C) List any areas of the house that are not air conditioned: Are you aware of any problems with any item in section 14? If "yes," explain: 15. ELECTRICAL SYSTEM (A) Type(s) Ves No Unk N/A 1. Does the electrical system have fuses? 2. Does the electrical system have circuit breakers? (B) What is the system amperage? (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 Yes No Item Electric garage door opener Trash compactor Garbage disposal Garage transmitters Keyless entry Stand-alone freezer Smoke detectors Washer Carbon monoxide detectors Dryer Security alarm system Intercom Ceiling fans Interior fire sprinklers In-ground lawn sprinklers A/C window units Sprinkler automatic timer **Awnings** X Swimming pool Attic fan(s) Satellite dish Hot tub/spa Deck(s) Storage shed Pool/spa heater Electric animal fence Pool/spa cover Other: Whirlpool/tub 1. 2. Pool/spa accessories 3. Refrigerator(s) X Range/oven 4. 5. Microwave oven Dishwasher 6. Unk N/A Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain: 17. LAND/SOILS Unk N/A Yes No (A) Property 1. Are you aware of any fill or expansive soil on the property? 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property? 3. 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?

Date Weller's Initials Date Weller

SPD Page 6 of 9 Buyer's Initials \_\_\_\_\_/ Date\_\_\_



4. 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).

#### (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:

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:

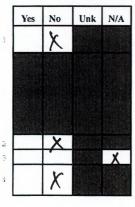
## Yes No Unk N/A

#### 18. FLOODING, DRAINAGE AND BOUNDARIES

#### (A) Flooding/Drainage

- 1. Is any part of this property located in a wetlands area?
- 2. Is any part of this property located in a a FEMA flood zone?
- 3. Are you aware of any past or present drainage or flooding problems affecting the property?
- 4. Are you aware of any drainage or flooding mitigation on the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding:



#### (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):	



## Unk N/A Yes No

### 19. 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?

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? If "yes," list date, type, and results of all tests below: First Test Second Test

Date			
Type of Test			
Results (picocuries/lin	er)		
Name of Testing Serv	ice		
	any radon removal system or		
If "yes," list date in	stalled and type of system, a	ind whether it is in working	ng order below:
Date Installed	Type of System	Provider	Working?

#### (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.

- 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?

#### (D) Tanks

- 1. Are you aware of any existing or removed underground tanks? Size:
- 2. If "yes," have any tanks been removed during your ownership?
- (E) **Dumping.** Are you aware of any dumping on the property?

#### (F) Other

- 1. 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)?
- 2. Have you received written notice regarding the presence of an environmental hazard or biohazard on your property or any adjacent property?
- 3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
- 4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

explain any "yes" answers in section 19:				

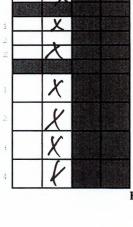
#### 20. MISCELLANEOUS

#### (A) Deeds, Restrictions and Title

- 1. Are you aware of any deed restrictions that apply to the property?
- 2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
- 3. 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?
- 4. Are you aware of any insurance claims filed relating 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?
- 2. 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?



No

Unk N/A

	Yes	No	Unk	N/A
1		X		
2		X		
3		X		
4	Winds	X		
1	SALEDOS	X		
2		χ		

Seller's Initials Date 1/6/26

SPD Page 8 of 9 Buyer's Initials \_\_\_\_/\_ Date\_\_

Yes	No	Unk	N/A
	X		
SONOR POR SONO	X		
	X		

#### (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 por-

	involves an unreasonable risk to p system or subsystem is at or beyo element, system or subsystem is n 2. After completing this form, if Sell property, including through insp Seller's Property Disclosure Stat reports are for informational purp	er becomes aware of additional information about the section reports from a buyer, the Seller must update the ement and/or attach the inspection(s). These inspection oses only.
Explain any "yes" at		
21. ATTACHMENTS		
☐ Seller's Prope	e part of this Disclosure if checked: erty Disclosure Statement Addendum (PAR I	Form SDA)
best of Seller's knowledge. S the property and to other re INFORMATION CONTAIN	Seller hereby authorizes the Listing Broke real estate licensees. SELLER ALONE IS NED IN THIS STATEMENT. Seller shall	s disclosure statement is accurate and complete to the r to provide this information to prospective buyers of RESPONSIBLE FOR THE ACCURACY OF THE cause Buyer to be notified in writing of any informathe condition of the property following completion of
SELLER		DATE
SELLER		DATE
SELLER		DATE
	ION REGARDING THE REAL ESTA	
According to the provisions of	Disclosure Statement. The executor, adminis	TEE SIGNATURE BLOCK  Indersigned executor, administrator or trustee is not required strator or trustee, must, however, disclose any known mate-
Sand of Mills	Saula S. Wild	DATE 11/6/29
Jane d. Mille	RECEIPT AND ACKNOWLEDG	·
The undersigned Buyer ack	RECEIPT AND ACKNOWLEDGE  Anowledges receipt of this Disclosure State	EMENT BY BUYER  ment. Buyer acknowledges that this Statement is not a
The undersigned Buyer ack warranty and that, unless st is Buyer's responsibility to s	RECEIPT AND ACKNOWLEDGE knowledges receipt of this Disclosure State tated otherwise in the sales contract, Buye satisfy himself or herself as to the condition	EMENT BY BUYER  ment. Buyer acknowledges that this Statement is not a r is purchasing this property in its present condition. It n of the property. Buyer may request that the property
The undersigned Buyer ack warranty and that, unless st is Buyer's responsibility to s be inspected, at Buyer's exp	RECEIPT AND ACKNOWLEDGE conowledges receipt of this Disclosure State tated otherwise in the sales contract, Buye satisfy himself or herself as to the conditionense and by qualified professionals, to determine the sales contract.	EMENT BY BUYER  ment. Buyer acknowledges that this Statement is not a r is purchasing this property in its present condition. It n of the property. Buyer may request that the property ermine the condition of the structure or its components.
The undersigned Buyer ack warranty and that, unless st is Buyer's responsibility to s be inspected, at Buyer's exp	RECEIPT AND ACKNOWLEDGE knowledges receipt of this Disclosure State tated otherwise in the sales contract, Buye satisfy himself or herself as to the condition	EMENT BY BUYER  ment. Buyer acknowledges that this Statement is not a r is purchasing this property in its present condition. It n of the property. Buyer may request that the property ermine the condition of the structure or its components.  DATE

## **RECEIPT**

Received of Purchaser on above date, as down money on account of the
above purchase price, the sum of \$
Brubaker Connaughton Goss & Lucarelli LLC, on behalf of Seller
By: Jeffrey C. Goss, Esquire 480 New Holland Avenue, Suite 6205 Lancaster, PA 17602 (717) 945-5745