

**CONDITIONS OF SALE
AND
AGREEMENT TO PURCHASE AT PUBLIC AUCTION**

The terms and conditions of the present public sale, held August 13, 2024 (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of the Estate of Rodney E. Myers (hereinafter "Seller") of Mount Joy, PA, by Executor, Toby S. Myers, the present owner (herein "Seller") of the Premises as hereinafter set forth.
2. **PREMISES**: The property to be sold (herein "Premises") is commonly known as 552 Church Street, Mount Joy, PA 17552, 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, John Hess Auction Service Inc., 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 upon the Premises being struck off to the highest bidder 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 Ten (10%) Percent of the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Checks for the down payment will be deposited the next business day in the Trust account of the Law Office of Scott E. Albert. 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. **OFFSITE BIDDING**: Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:
 - (a) Online bidders must register on HiBid.com in advance of the auction.
 - (b) Successful bidder (telephone or online) must contact the Law Office of Scott E. Albert, Esq. by phone, (717) 653-7374, within twenty-four (24) hours after conclusion of the auction to arrange a time to drop-off deposit check and fully-executed Conditions of Sale and Sellers Disclosure at 50 East Main Street, Mount Joy, PA 17552.
 - (c) Failure to contact Law Office of Scott E. Albert, Esq. within twenty-four (24) hours OR appear at the duly-arranged time to submit deposit check and fully-executed documents may, at the election of the Seller, render this contract null and void and Seller shall be authorized to enter into a contract with any third party.
 - (d) Prospective bidder accepts all terms herein.

5. **BROKER PARTICIPATION:** If agent/ real estate agent/broker registers the Purchaser for the sale, the Purchaser shall additionally pay to said broker, an Agent Premium equal to 1% of the purchase money. The Seller shall have no obligation to pay any such premium to the Purchaser's agent, irrespective of the Seller's consent to broker participation and Purchaser shall be solely responsible for the payment of their agent/broker's commission.

6. **REBIDDING:** If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.

7. **TITLE:** The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim, and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 8 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

8. **SETTLEMENT:** Settlement shall be held at the Law Offices of Scott E. Albert, 50 East Main Street, Mount Joy, Pennsylvania 17552, or at such other place as Purchaser may elect in Lancaster County, on or before September 27, 2024, (herein "Settlement Date") 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 execution of this agreement, 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.

9. **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 the 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) Acknowledgments to deed.
 - (ii) Water/sewer/trash services, 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 do business in the Commonwealth of Pennsylvania.

10. **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.

11. **EMINENT DOMAIN AND EASEMENTS:** The 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 the 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.

12. **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 the Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to the 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.

The Seller's Disclosure Statement attached hereto notwithstanding, by execution of the Purchaser's Agreement, the 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 the 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 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, improvements, inspection, or testing, or upon any specific results obtained from such inspection or testing except as noted herein.

13. **REAL ESTATE SELLER DISCLOSURE ACT:** The 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 the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale, on a form required by the Seller Disclosure Act. The Purchaser further

acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's 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. The Purchaser hereby waives any further compliance with Seller Disclosure Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the 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.

The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Premises, 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 Premises existing on the date of this sale.

14. **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 the Purchaser's Agreement attached to these Conditions of Sale, the 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. The 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, the 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.*

15. **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 Protection Radon Division, (717) 783-3594 or 1-800-23RADON. Information can also be found on the DEP website at <http://www.dep.pa.gov/Business/RadiationProtection/RadonDivision/Pages/default.aspx>. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or Radon progeny is present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification 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.

16. **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. 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).

17. **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, dishes, 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;
- (h) Stove;
- (i) Refrigerator;
- (j) Dishwasher;
- (k) Washer;
- (l) Dryer.

18. **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: None.

19. **FIRE INSURANCE:** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the 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. **PURCHASER'S DEFAULT:** In case of noncompliance by the Purchaser with any term of these Conditions, the 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 the 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 the Purchaser, and hold the 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:** The Purchaser acknowledged that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, 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 Premises is being sold, agreeing to be bound by the full terms and conditions as set forth herein. The Purchaser acknowledges that only a summary of the conditions of Sale was read prior to commencement of bidding on the Premises, 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 Premises.

22. **PARTIES BOUND:** These Conditions of Sale and the 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, Buyer 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 the 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 the Purchaser's Agreement attached hereto.

27. **EFFECT OF WAIVER OR CONSENT:** A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale,

irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.

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

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

Toby S. Myers, Executor
c/o Scott E. Albert, Esq.
50 East Main Street
Mount Joy, PA 17552

BUYER'S AGREEMENT

I/We, _____, agree to purchase the Premises mentioned in the foregoing Conditions of Sale, subject to and in accordance with such Conditions of Sale, which are incorporated by reference herein and are made a part hereof, for _____ (\$ _____) Dollars, and if I/We shall acquire possession of the Premises before payment of the balance of the Purchase Money and shall fail to make payment when due, I/We hereby authorize any attorney of record to appear for me/us in any court and to the extent and under the conditions, if any, then permitted or prescribed by law, to confess judgment in ejectment against me/us in favor of the Seller or their assigns, for possession of the Premises, and directing the issuance of a Writ of Possession, with clause or writ of execution for costs, against me/us; hereby waiving all irregularities, notices, leave of court, present or future exemption laws, and rights of appeal.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I/We have hereunto executed and delivered these Conditions of Sale on this 13th day of August, 2024.

WITNESS:

BUYER:

BUYER(S) ADDRESS: _____

BUYER(S) PHONE NUMBER: _____

BUYER(S) E-MAIL ADDRESS: _____

RECEIPT: I/We acknowledge payment by the Buyer on the above date, as down money on account of the above-stated Purchase Price, the sum of _____ (\$ _____) Dollars.

SELLER(S):

Toby S. Myers, Executor

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED AND/OR LEAD-BASED PAINT HAZARDS**

LEAD WARNING STATEMENT

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. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- _____ Known lead-based paint and/or lead-based paint hazards are present in the housing, as follows:
- _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the Seller (check one below):
- _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
- _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT

- (c) Purchaser has received copies of all information listed above, if any.
- (d) The Purchaser waives rights to be provided with the pamphlet *Protect Your Family From Lead In Your Home* concerning the dangers of lead poisoning.
- (e) Purchaser has (check one below):
- _____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- _____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

ALL THAT CERTAIN lot or tract of unimproved land being situate in the Borough of Mount Joy, County of Lancaster and Commonwealth of Pennsylvania, and more particularly shown as Lot No. 2, Block 4, Grandview Place, on a Final Plan of Lots, prepared for Hess Homes Builders, Inc., by D.C. Gohn Associates, Inc., Surveyors and Engineers, on March 20, 1986, and recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania, on April 30, 1986 in Subdivision Plan Book J-148, page 29, and all the same being more fully bounded and described as follows, to wit:

BEGINNING at a point on the south right of way line of Church Street at the northwest corner of Lot No. 1, Block A, as shown on the abovesaid recorded Plan, said point being further located west of the intersection of the south right of way line of Church Street with the west right of way line of Orchard Road by a distance of 198.81 feet; thence leaving the south right of way line of Church Street and continuing along the west and south property line of Lot No. 1, Block A, as shown on said Plan, the following two courses: (1) south 05 degrees 31' 46" West, a distance of 132.50 feet to a point, and (2) south 80 degrees 47' 43" East, a distance of 22.57 feet to an iron pin (found) at a corner of property of Newcomer Oil Corporation; thence continuing along the same on a course of south 09 degrees 13' 58" west, a distance of 121.60 feet to a point, a corner of Lot No. 24, as shown on the abovesaid recorded Plan, and which will be conveyed to the Borough of Mount Joy as additional right of way area for Pink Alley; thence continuing along the same on a course of North 67 degrees 03' 30" west, a distance of 94.22 feet to a point, the southeast corner of Lot No. 3, Block A, as shown on the abovesaid recorded Plan; thence continuing along the east property line of Lot No. 3, Block A, as shown on said Plan, on a course of north 05 degrees 31' 46" East, a distance of 225.60 feet to a point, the northeast corner of Lot No. 3, Block A, as shown on said recorded Plan, and on the south right of way line of Church Street; thence continuing along the south right of way line of Church Street on a course of south 84 degrees 28' 14" East, a distance of 80.00 feet to a point, the northwest corner of Lot No. 1, Block A, as shown on the abovesaid Plan, the point or place of **BEGINNING**,

CONTAINING: an area of 21,291.73 square feet or 0.489 acres of land.

THE abovedescribed Lot No. 2, Block A, is subject to one half or ten feet of a twenty foot wide drainage easement extedning southward from the south right of way line of Church Street, parallel with and ten feet West of the east property line of the hereindescribed Lot No. 2, Block A, for a distance of 160.00 feet, thence perpendicular to same in a westerly direction to the intersections of the west propety line of the hereindescribed Lot No. 2, Block A, to the terminating point of said right of way on Lot No. 2, Block A, all of which is shown in detail on the recorded Plan as first referenced above.

BEING THE SAME PREMISES which Earl K. Hess, attorney in fact for Hess Home Builders, Inc., by Deed dated March 27, 1987 and recorded April 1, 1987 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania at Book 2086, Page 584, granted and conveyed unto Rodney Edward Myers and Ty Ann Myers, husband and wife, as tenants by the entireties.

EXHIBIT A

AND THE SAID Ty Ann Myers passed away on August 15, 2022 whereby title passed to surviving spouse and joint tenant, Rodney Edward Myers.

AND THE SAID Rodney Edward Myers passed away on March 7, 2024 with Estate opened at the Register of Wills Office in and for Lancaster County, Pennsylvania at File No. 36-24-00872 whereby Toby S. Myers took the oath and is now serving as Executor of the Estate of Rodney E. Myers.

EXHIBIT A CONT.

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 552 CHURCH STREET MOUNT JOY PA 17552
2 SELLER TOBY S MYERS EX.

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.

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 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
37 to avoid fraud, misrepresentation or deceit in the transaction. This duty continues until the date of settlement.

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 *Toby S Myers* EX DATE 7/29/24

43 Seller's Initials TM EX Date 7/24/24 SPD Page 1 of 11 Buyer's Initials _____ Date _____

44 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
 45 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

46 1. SELLER'S EXPERTISE

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

- 47 (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or
 48 other areas related to the construction and conditions of the Property and its improvements?
 49 (B) Is Seller the landlord for the Property?
 50 (C) Is Seller a real estate licensee?
 51 Explain any "yes" answers in Section 1: _____
 52 _____

53 2. OWNERSHIP/OCCUPANCY

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

- 54 (A) Occupancy
 55 1. When was the Property most recently occupied? UP TO FEBRUARY 28TH, 2024
 56 2. By how many people? 1
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? 7th EX
 59 (B) Role of Individual Completing This Disclosure. Is the individual completing this form:
 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney
 64 (C) When was the Property acquired? APRIL 2024
 65 (D) List any animals that have lived in the residence(s) or other structures during your ownership:
 66 _____
 67 Explain Section 2 (if needed): _____
 68 _____

69 3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

	Yes	No	Unk	N/A
B1		X		
B2		X		
B3		X		
B4		X		
C				X
D				X
E1				X
E2				X
E3				X
E4				X
F				X

- 70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.
 72 (B) Type. Is the Property part of a(n):
 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community
 77 (C) If "yes," how much are the fees? \$ _____, paid (Monthly) (Quarterly) (Yearly)
 78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____
 80 (E) If "yes," provide the following information:
 81 1. Community Name _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____
 85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

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

91 4. ROOFS AND ATTIC

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

- 92 (A) Installation
 93 1. When was or were the roof or roofs installed? ROOF APPROX 5 YEARS AGO, 2019
 94 2. Do you have documentation (invoice, work-order, warranty, etc.)?
 95 (B) Repair
 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?
 98 (C) Issues
 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts? 7th EX

103 Seller's Initials DM EX Date 7/19/24 SPD Page 2 of 11 Buyer's Initials _____ Date _____

104 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
 105 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

106 Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts,
 107 the name of the person or company who did the repairs and the date they were done: _____
 108

109 **5. BASEMENTS AND CRAWL SPACES**

110 (A) Sump Pump

- 111 1. Does the Property have a sump pit? If "yes," how many? 1
 112 2. Does the Property have a sump pump? If "yes," how many? 1
 113 3. If it has a sump pump, has it ever run?
 114 4. If it has a sump pump, is the sump pump in working order?

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

115 (B) Water Infiltration

- 116 1. Are you aware of any past or present water leakage, accumulation, or dampness within the base-
 117 ment or crawl space?
 118 2. Do you know of any repairs or other attempts to control any water or dampness problem in the
 119 basement or crawl space?
 120 3. Are the downspouts or gutters connected to a public sewer system?

121 Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts,
 122 the name of the person or company who did the repairs and the date they were done: NO PROBLEMS w/ SEWER
 123
 124

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

126 (A) Status

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

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

130 (B) Treatment

- 131 1. Is the Property currently under contract by a licensed pest control company?
 132 2. Are you aware of any termite/pest control reports or treatments for the Property?

133 Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable:
 134
 135

136 **7. STRUCTURAL ITEMS**

- 137 (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls,
 138 foundations or other structural components?
 139 (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on
 140 the Property?
 141 (C) Are you aware of any past or present water infiltration in the house or other structures, other than the
 142 roof(s), basement or crawl space(s)?
 143 (D) Stucco and Exterior Synthetic Finishing Systems
 144 1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System
 145 (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
 146 2. If "yes," indicate type(s) and location(s) BACK & SIDE EXTERIOR AS CONCRETE BLOCK WALLS FOR
 147 3. If "yes," provide date(s) installed: 1997
 148 (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
 149 (F) Are you aware of any defects (including stains) in flooring or floor coverings?

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

150 Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts,
 151 the name of the person or company who did the repairs and the date the work was done: _____
 152

153 **8. ADDITIONS/ALTERATIONS**

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

	Yes	No	Unk	N/A
A		X		

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)

161 Seller's Initials JM Date 7/29/29 SPD Page 3 of 11 Buyer's Initials _____ Date _____

162 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
 163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

164	165	166	167	168	169	170	171	172
Addition, structural change or alteration		Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)				

A sheet describing other additions and alterations is attached.

173
 174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
 175 codes? If "yes," explain: _____

Yes	No	Unk	N/A
	X		

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

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

187 **9. WATER SUPPLY**

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

- 189 1. Public
- 190 2. A well on the Property
- 191 3. Community water
- 192 4. A holding tank
- 193 5. A cistern
- 194 6. A spring
- 195 7. Other _____
- 196 8. If no water service, explain: _____

197 (B) General

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

206 (C) Bypass Valve (for properties with multiple sources of water)

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

209 (D) Well

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

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

216 Seller's Initials JMA Date 7/29/24

Buyer's Initials _____ Date _____



217 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
 218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

219 (E) Issues

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

	Yes	No	Unk	N/A
E1		X		
E2		X		

223 Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation
 224 efforts, the name of the person or company who did the repairs and the date the work was done: _____
 225

226 10. SEWAGE SYSTEM

227 (A) General

- 228 1. Is the Property served by a sewage system (public, private or community)?
 229 2. If "no," is it due to unavailability or permit limitations?
 230 3. When was the sewage system installed (or date of connection, if public)? 1987
 231 4. Name of current service provider, if any: _____

	Yes	No	Unk	N/A
A1	X			
A2				
A3				
A4			X	

232 (B) Type Is your Property served by:

- 233 1. Public
 234 2. Community (non-public)
 235 3. An individual on-lot sewage disposal system
 236 4. Other, explain: _____

	Yes	No	Unk	N/A
B1	X			
B2		X		
B3		X		
B4		X		

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

- 238 1. Is your sewage system within 100 feet of a well?
 239 2. Is your sewage system subject to a ten-acre permit exemption?
 240 3. Does your sewage system include a holding tank?
 241 4. Does your sewage system include a septic tank?
 242 5. Does your sewage system include a drainfield?
 243 6. Does your sewage system include a sandmound?
 244 7. Does your sewage system include a cesspool?
 245 8. Is your sewage system shared?
 246 9. Is your sewage system any other type? Explain: _____
 247 10. Is your sewage system supported by a backup or alternate system?

	Yes	No	Unk	N/A
C1				X
C2				✓
C3				X
C4				X
C5				✓
C6				✓
C7				✓
C8				X
C9				X
C10				X

248 (D) Tanks and Service

- 249 1. Are there any metal/steel septic tanks on the Property?
 250 2. Are there any cement/concrete septic tanks on the Property?
 251 3. Are there any fiberglass septic tanks on the Property?
 252 4. Are there any other types of septic tanks on the Property? Explain _____
 253 5. Where are the septic tanks located? _____
 254 6. When were the tanks last pumped and by whom? _____
 255

	Yes	No	Unk	N/A
D1		X		
D2		X		
D3		X		
D4		X		
D5				
D6				

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

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

	Yes	No	Unk	N/A
E1		X		
E2				

260 (F) Sewage Pumps

- 261 1. Are there any sewage pumps located on the Property?
 262 2. If "yes," where are they located? _____
 263 3. What type(s) of pump(s)? _____
 264 4. Are pump(s) in working order?
 265 5. Who is responsible for maintenance of sewage pumps? _____
 266

	Yes	No	Unk	N/A
F1		X		
F2				
F3				
F4				X
F5				

267 (G) Issues

- 268 1. How often is the on-lot sewage disposal system serviced? _____
 269 2. When was the on-lot sewage disposal system last serviced and by whom? _____
 270
 271 3. Is any waste water piping not connected to the septic/sewer system?
 272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage
 273 system and related items?

	Yes	No	Unk	N/A
G1				X
G2				X
G3		X		
G4		X		

274 Seller's Initials John ER Date 7/20/04

Buyer's Initials _____ Date _____

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	X			
A2		X		
A3		X		
A4	X			
A5				
A6		X		
A7	X			
B		X		

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

293 **12. DOMESTIC WATER HEATING**

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

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

	Yes	No	Unk	N/A
A1	X			
A2		X		
A3		X		
A4		X		
A5		X		
A6		X		
A7		X		
B1				
B2				
B3		X		
C		X		

304 (B) System(s)
 305 1. How many water heaters are there? 1
 306 Tanks Tankless _____
 307 2. When were they installed? < 3 YEARS AGO
 308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

309 (C) Are you aware of any problems with any water heater or related equipment?
 310 If "yes," explain: _____
 311

312 **13. HEATING SYSTEM**

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

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

	Yes	No	Unk	N/A
A1	X			
A2		X		
A3		X		
A4		X		
A5	X			
A6		X		
A7		X		
A8		X		
A9		X		
B1		X		
B2		X		
B3		X		
B4	X			
B5		X		
B6		X		
B7		X		

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

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

333 Seller's Initials EX Date 7/29/29

Buyer's Initials _____ Date _____

334 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
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

- 336 8. Pellet stove(s)
 337 How many and location? _____
 338 9. Wood stove(s)
 339 How many and location? _____
 340 10. Coal stove(s)
 341 How many and location? _____
 342 11. Wall-mounted split system(s)
 343 How many and location? _____
 344 12. Other: PROPANE STOVE 1 EA
 345 13. If multiple systems, provide locations _____
 346 _____

347 (C) Status

- 348 1. Are there any areas of the house that are not heated?
 349 If "yes," explain: _____
 350 2. How many heating zones are in the Property? 1
 351 3. When was each heating system(s) or zone installed? 1987
 352 4. When was the heating system(s) last serviced? _____
 353 5. Is there an additional and/or backup heating system? If "yes," explain: _____
 354 PROPANE STOVE
 355 6. Is any part of the heating system subject to a lease, financing or other agreement?
 356 If "yes," explain: _____

357 (D) Fireplaces and Chimneys

- 358 1. Are there any fireplaces? How many? _____
 359 2. Are all fireplaces working?
 360 3. Fireplace types (wood, gas, electric, etc.): _____
 361 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?
 362 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?
 363 6. How many chimneys? 1
 364 7. When were they last cleaned? 2023
 365 8. Are the chimneys working? If "no," explain: _____

366 (E) Fuel Tanks

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

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

372 14. AIR CONDITIONING SYSTEM

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

- 374 1. Central air
 375 a. How many air conditioning zones are in the Property? _____
 376 b. When was each system or zone installed? _____
 377 c. When was each system last serviced? _____
 378 2. Wall units
 379 How many and the location? _____
 380 3. Window units
 381 How many? _____
 382 4. Wall-mounted split units
 383 How many and the location? _____
 384 5. Other _____
 385 6. None _____

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

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

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

390 Seller's Initials JM ER Date 7/29/24

Buyer's Initials _____ Date _____

391 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
 392 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

393 15. ELECTRICAL SYSTEM

- 394 (A) Type(s)
- 395 1. Does the electrical system have fuses?
- 396 2. Does the electrical system have circuit breakers?
- 397 3. Is the electrical system solar powered?
- 398 a. If "yes," is it entirely or partially solar powered? _____
- 399 b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes,"
 400 explain: _____
- 401 (B) What is the system amperage? _____
- 402 (C) Are you aware of any knob and tube wiring in the Property?
- 403 (D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:
 404 _____

	Yes	No	Unk	N/A
A1		X		
A2	X			
A3		X		
3a				
3b				
B			X	
C		X		
D		X		

405 16. OTHER EQUIPMENT AND APPLIANCES

406 (A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that
 407 will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will deter-
 408 mine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT**
 409 **MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

410 (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			X	Pool/spa heater			X
Attic fan(s)			X	Range/oven		X	
Awnings		X		Refrigerator(s)		X	
Carbon monoxide detectors		X		Satellite dish		X	
Ceiling fans		X		Security alarm system			X
Deck(s)		X		Smoke detectors		X	
Dishwasher		X		Sprinkler automatic timer			X
Dryer		X		Stand-alone freezer			X
Electric animal fence			X	Storage shed		X	
Electric garage door opener		X		Trash compactor			X
Garage transmitters		X		Washer		X	
Garbage disposal		X		Whirlpool/tub			X
In-ground lawn sprinklers			X	Other:			
Intercom			X	1.			
Interior fire sprinklers			X	2.			
Keyless entry			X	3.			
Microwave oven		X		4.			
Pool/spa accessories			X	5.			
Pool/spa cover			X	6.			

431 (C) Explain any "yes" answers in Section 16:
 432 _____

433 17. POOLS, SPAS AND HOT TUBS

- 434 (A) Is there a swimming pool on the Property? If "yes,"
- 435 1. Above-ground or in-ground? _____
- 436 2. Saltwater or chlorine? _____
- 437 3. If heated, what is the heat source? _____
- 438 4. Vinyl-lined, fiberglass or concrete-lined? _____
- 439 5. What is the depth of the swimming pool? _____
- 440 6. Are you aware of any problems with the swimming pool?
- 441 7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder,
 442 lighting, pump, etc.)?

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

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

447 (C) Explain any problems in Section 17:
 448 _____

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

449 Seller's Initials JA EA Date 7/29/27

Buyer's Initials _____

Date _____

450 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
 451 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

452 18. WINDOWS

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

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

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

455 Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or
 456 remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____
 457

458 19. LAND/SOILS

459 (A) Property

	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"/>		

460 1. Are you aware of any fill or expansive soil on the Property?

461 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth
 462 stability problems that have occurred on or affect the Property?

463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
 464 spread on the Property?

465 4. Have you received written notice of sewage sludge being spread on an adjacent property?

466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
 467 the Property?

468 *Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence*
 469 *damage may occur and further information on mine subsidence insurance are available through Department of Environmental*
 470 *Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.*

471 (B) Preferential Assessment and Development Rights

472 Is the Property, or a portion of it, preferentially assessed for tax purposes, or subject to limited devel-
 473 opment rights under the:

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

474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)

475 2. Open Space Act - 16 P.S. §11941, et seq.

476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)

477 4. Any other law/program: _____

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

481 (C) Property Rights

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

	Yes	No	Unk	N/A
C1		<input checked="" type="checkbox"/>		
C2		<input checked="" type="checkbox"/>		
C3		<input checked="" type="checkbox"/>		
C4		<input checked="" type="checkbox"/>		
C5		<input checked="" type="checkbox"/>		

484 1. Timber

485 2. Coal

486 3. Oil

487 4. Natural gas

488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:
 489 _____

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

494 Explain any "yes" answers in Section 19: _____
 495

496 20. FLOODING, DRAINAGE AND BOUNDARIES

497 (A) Flooding/Drainage

	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"/>		

498 1. Is any part of this Property located in a wetlands area?

499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?

500 3. Do you maintain flood insurance on this Property?

501 4. Are you aware of any past or present drainage or flooding problems affecting the Property?

502 5. Are you aware of any drainage or flooding mitigation on the Property?

503 6. Are you aware of the presence on the Property of any man-made feature that temporarily or per-
 504 manently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert,
 505 pipe or other feature?

506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages
 507 storm water for the Property?

508 Seller's Initials GR ER Date 7/29/14

509 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
 510 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

511 Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-
 512 made storm water management features: _____
 513

514 (B) Boundaries

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

	Yes	No	Unk	N/A
B1		X		
B2	X			
B3		X		
3a				
3b				
B4		X		

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

526 Explain any "yes" answers in Section 20(B): _____
 527

528 21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

	Yes	No	Unk	N/A
A1		X		
A2		X		

533 *Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air
 534 quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this
 535 issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box
 536 37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

537 (B) Radon

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

	Yes	No	Unk	N/A
B1		X		
B2				
B3		X		

541 (C) Lead Paint

542 If the Property was constructed, or if construction began, before 1978, you must disclose any knowl-
 543 edge of, and records and reports about, lead-based paint on the Property on a separate disclosure form.

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

	Yes	No	Unk	N/A
C1		X		
C2		X		

547 (D) Tanks

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

	Yes	No	Unk	N/A
D1		X		
D2		X		

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

551 If "yes," location: _____
 552

	Yes	No	Unk	N/A
E		X		

553 (F) Other

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

	Yes	No	Unk	N/A
F1		X		
F2		X		
F3		X		
F4		X		

560 Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental
 561 issue(s): _____

562 22. MISCELLANEOUS

563 (A) Deeds, Restrictions and Title

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

	Yes	No	Unk	N/A
A1		X		
A2		X		

567 Seller's Initials MLR Date 7/28/29

Buyer's Initials _____ Date _____

568 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
569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option
571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the
572 Property?

Yes	No	Unk	N/A
	X		

573 (B) Financial

574 1. Are you aware of any public improvement, condominium or homeowner association assessments
575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
576 fire ordinances or other use restriction ordinances that remain uncorrected?

	X		
--	---	--	--

577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
579 this sale?

	X		
--	---	--	--

580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

--	--	--	--

581 (C) Legal

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
583 erty?

	X		
--	---	--	--

584 2. Are you aware of any existing or threatened legal action affecting the Property?

	X		
--	---	--	--

585 (D) Additional Material Defects

586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
587 closed elsewhere on this form?

	X		
--	---	--	--

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

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

595 Explain any "yes" answers in Section 22: _____
596 _____

597 23. ATTACHMENTS

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

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

600 _____

601 _____

602 _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER W. Myra EX DATE 7/29/24
609 SELLER _____ DATE _____
610 SELLER _____ DATE _____
611 SELLER _____ DATE _____
612 SELLER _____ DATE _____
613 SELLER _____ DATE _____

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

619 BUYER _____ DATE _____
620 BUYER _____ DATE _____
621 BUYER _____ DATE _____

