

CONDITIONS OF SALE

THE CONDITIONS of the present public sale for property being offered for sale by FULTON BANK, N.A., held this 28th day of March 2024, are as follows:

1. The property to be sold is ALL THAT CERTAIN tract or piece of land being known as 1135 Turnpike Rd., Elizabethtown, 17022, Lancaster Co., Pennsylvania, as per attached legal description.

2. The highest bidder shall be the Purchaser (both Seller and Purchaser, whether one or more, are designated throughout these Conditions of Sale in singular masculine form) upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ten (10%) percent of the Purchase Money in form satisfactory to Seller as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. **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 price. The seller shall have no obligation to pay any such premium to the purchaser's agent, irrespective of the seller's consent to participate and the purchaser shall be solely responsible for the payment of their agent/broker's commission.**

4. The balance of Purchase Money shall be paid at settlement to be held at the office of Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, Pennsylvania,

on or before May 12, 2024 (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 special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to said 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, encroachments, encroachments of any kind within the legal width of public highways, and any and all rights of way and easements visible upon the ground or which appear in the chain of title to said property and on the recorded Subdivision Plan.

The Seller represents (I) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises; and (iii) that this property is believed, but not guaranteed to be, zoned "residential".

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 of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

5. Formal tender of deed and purchase money are waived.

6. (a) Acknowledgments to the deed shall be paid by Seller, and all required state and local Realty Transfer Taxes shall be paid by the Purchaser.

(b) Real Estate Taxes shall be apportioned to date of settlement on a fiscal year basis.

(c) There is a well and public sewer servicing this property.

(d) Any "disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser. All closing costs, document preparation, fees and expenses of settlement shall be paid by the Purchaser.

7. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; electric, heating, plumbing, lighting, water, and systems; laundry tubs; radio and televisions aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator

covers; cabinets; awnings; and any articles permanently affixed to the property except the following which will not be sold with the real property:_____

_____.

8. Possession shall be given to the Purchaser at settlement.

9. Seller will continue in force the present insurance carried for the property until delivery of deed or possession to the Purchaser (whichever 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) therefor.

10. **The property is being sold under reserve and therefore Seller reserves the right to reject any or all bids.**

11. If a survey of the property is either desired or required, it shall be ordered and paid for by the Purchaser.

12. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the 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 or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties 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.

13. Purchaser acknowledges having received a Seller's Property Disclosure and further expressly acknowledges that he is purchasing the property in an AS-IS condition, without any express or implied warranty, guaranty, or representation concerning, but not limited to: the quality, condition, construction, or value of the property or any of its operating systems.

14. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns; however may not be assigned by Purchaser without the written consent of the Seller.

(b) This is the entire Agreement between the parties hereto encompassing all matters agreed upon or understood in this transaction. Purchaser agrees that other than as herein expressly set forth, there are no other terms, conditions, understandings, obligations, covenants, representations or statements, oral or written, of any kind whatsoever. This Agreement shall not be altered, amended or changed except by written agreement signed by all of the parties.

(b) Time is of the essence for each and every provision of this agreement.

ESTATE OF STEVEN T. LANCASTER

FULTON BANK, N.A.

By: _____

PURCHASER'S ACKNOWLEDGMENT

I, _____ hereby acknowledge that I have this day purchased at public auction property known as 1135 Turnpike Rd., Elizabethtown, Pennsylvania for the sum of \$ _____ and have paid the sum of \$ _____ as a deposit, and in part payment of the said purchase money. I hereby agree to pay the remaining sum due on or before 45 days after today's date; and in all other respects, on my part, to fulfill the annexed Conditions of Sale.

Witness my hand and seal this 6th day of April 2024.

WITNESS:

RECEIPT

Received of Purchaser on above date, as down money on account of the above Purchase Price, the sum of _____
(\$ _____) Dollars.

NIKOLAUS & HOHENADEL, LLP

By: _____
on behalf of Seller

ALL THOSE CERTAIN two lots of ground with a dwelling house thereon erected, known as 1135 Turnpike Rd., situated on the North side of the Elizabethtown-Falmouth Turnpike, also known as Pennsylvania Legislative Route 36001, in the Village of Newville, Township of West Donegal, County of Lancaster and State of Pennsylvania, and bounded and described as follows, to wit:

FRONTING on the North side of said Elizabethtown-Falmouth Turnpike, also known as Pennsylvania Legislative Route 36001, one hundred (100) feet, more or less, and extending in depth of that width one hundred fifty (150) feet to Cherry Alley.

BOUNDED on the South by said Elizabethtown-Falmouth Turnpike; on the East by property now or formerly of James L. Raffensperger and Patricia A. Raffensperger (1145 Turnpike Rd.); on the north by said Cherry Alley; and on the West by property now or formerly of Penrose R. Rice and Patsy Rice (1120 Turnpike Rd.).

BEING Lot No. 162 and Lot No. 163 on the General Plan of Newville as recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

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 1135 Turnpike Rd., Elizabethtown, PA 17022**

2 **SELLER Estate of Steven T. Lancaster**

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 _____ DATE _____

43 Seller's Initials ____ / ____ Date _____

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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**

- 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?

	Yes	No	Unk	N/A
A				
B				
C				

51 **Explain any "yes" answers in Section 1:** _____
 52 _____

53 **2. OWNERSHIP/OCCUPANCY**

- 54 (A) **Occupancy**
 55 1. When was the Property most recently occupied? _____
 56 2. By how many people? _____
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? _____

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

- 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? _____

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**

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)? \$ _____

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

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**

- 92 (A) **Installation**
 93 1. When was or were the roof or roofs installed? _____
 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?

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

103 **Seller's Initials** _____ / _____ **Date** _____ **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? _____
- 112 2. Does the Property have a sump pump? If "yes," how many? _____
- 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				
A2				
A3				
A4				
B1				
B2				
B3				

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: _____
 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				
A2				
B1				
B2				

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) _____
 - 147 3. If "yes," provide date(s) installed _____
- 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				
B				
C				
D1				
D2				
D3				
E				
F				

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				

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)

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

173 A sheet describing other additions and alterations is attached.

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
B				

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 *vicious 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: _____

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

- 197 (B) **General**
- 198 1. When was the water supply last tested? _____
 - 199 Test results: _____
 - 200 2. Is the water system shared?
 - 201 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?

216 Seller's Initials _____ / _____ Date _____ SPD Page 4 of 11 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.

		Yes	No	Unk	N/A
219	(E) Issues				
220	1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items?				
221					
222	2. Have you ever had a problem with your water supply?				
223					
224					
225					

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

226 **10. SEWAGE SYSTEM**

		Yes	No	Unk	N/A
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)? _____				
231	4. Name of current service provider, if any: _____				

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: _____				

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?				

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					

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 ordinance?				

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					

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 system and related items?				
273					

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				
A2				
A3				
A4				
A5				
A6				
A7				
B				

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				
A2				
A3				
A4				
A5				
A6				
A7				
B1				
B2				
B3				
C				

304 (B) **System(s)**

- 305 1. How many water heaters are there? _____
- 306 Tanks _____ Tankless _____
- 307 2. When were they installed? _____
- 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				
A2				
A3				
A4				
A5				
A6				
A7				
A8				
A9				
B1				
B2				
B3				
B4				
B5				
B6				
B7				

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** _____ / **Date** _____ **SPD Page 6 of 11** **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: _____
 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? _____
 351 3. When was each heating system(s) or zone installed? _____
 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 _____
 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? _____
 364 7. When were they last cleaned? _____
 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				
B9				
B10				
B11				
B12				
B13				
C1				
C2				
C3				
C4				
C5				
C6				
D1				
D2				
D3				
D4				
D5				
D6				
D7				
D8				
E1				
E2				
E3				
F				
A1				
1a				
1b				
1c				
A2				
A3				
A4				
A5				
A6				
B				
C				

390 Seller's Initials _____ / _____ Date _____ SPD Page 7 of 11 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				
A2				
A3				
3a				
3b				
B				
C				
D				

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

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				
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				
B1				
B2				

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**

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

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

Yes	No	Unk	N/A

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**

460 1. Are you aware of any fill or expansive soil on the Property? A1

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? A2

463 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being
 464 spread on the Property? A3

465 4. Have you received written notice of sewage sludge being spread on an adjacent property? A4

466 5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on
 467 the Property? A5

Yes	No	Unk	N/A

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:

474 1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program) B1

475 2. Open Space Act - 16 P.S. §11941, et seq. B2

476 3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights) B3

477 4. Any other law/program: _____ B4

Yes	No	Unk	N/A

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):

484 1. Timber C1

485 2. Coal C2

486 3. Oil C3

487 4. Natural gas C4

488 5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:
 489 _____ C5

Yes	No	Unk	N/A

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**

498 1. Is any part of this Property located in a wetlands area? A1

499 2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)? A2

500 3. Do you maintain flood insurance on this Property? A3

501 4. Are you aware of any past or present drainage or flooding problems affecting the Property? A4

502 5. Are you aware of any drainage or flooding mitigation on the Property? A5

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? A6

506 7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages
 507 storm water for the Property? A7

Yes	No	Unk	N/A

508 **Seller's Initials** _____ / _____ **Date** _____ **SPD Page 9 of 11** **Buyer's Initials** _____ / _____ **Date** _____

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? B1
 516 2. Is the Property accessed directly (without crossing any other property) by or from a public road? B2
 517 3. Can the Property be accessed from a private road or lane? B3
 518 a. If "yes," is there a written right of way, easement or maintenance agreement? 3a
 519 b. If "yes," has the right of way, easement or maintenance agreement been recorded? 3b
 520 4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or mainte-
 521 nance agreements? B4

Yes	No	Unk	N/A

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? A1
 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? A2

Yes	No	Unk	N/A

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? B1
 539 2. If "yes," provide test date and results _____ B2
 540 3. Are you aware of any radon removal system on the Property? B3

Yes	No	Unk	N/A

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? C1
 545 2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on
 546 the Property? C2

Yes	No	Unk	N/A

547 **(D) Tanks**

- 548 1. Are you aware of any existing underground tanks? D1
 549 2. Are you aware of any underground tanks that have been removed or filled? D2

Yes	No	Unk	N/A

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

553 **(F) Other**

- 554 1. Are you aware of any past or present hazardous substances on the Property (structure or soil)
 such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)? F1
 555 2. Are you aware of any other hazardous substances or environmental concerns that may affect the
 556 Property? F2
 557 3. If "yes," have you received written notice regarding such concerns? F3
 558 4. Are you aware of testing on the Property for any other hazardous substances or environmental
 559 concerns? F4

Yes	No	Unk	N/A

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? A1
 565 2. Are you aware of any historic preservation restriction or ordinance or archeological designation
 566 associated with the Property? A2

Yes	No	Unk	N/A

567 **Seller's Initials** _____ / _____ **Date** _____ **SPD Page 10 of 11 Buyer's Initials** _____ / _____ **Date** _____

568
569

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

570
571
572

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

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

573

(B) Financial

574
575
576

1. 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?

577
578
579

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

580

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

581

(C) Legal

582
583

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?

584

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

585

(D) Additional Material Defects

586
587

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

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 adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

589

590

591

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

592

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 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

608

SELLER _____ Estate of Steven T. Lancaster DATE _____

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 that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

619

BUYER _____ DATE _____

620

BUYER _____ DATE _____

621

BUYER _____ DATE _____