CONDITIONS OF SALE

These are the Conditions of this public sale.

1. **The Property**. The property to be sold is a lot with improvements erected thereon containing approximately 0.08 acres known as 70 Brookfield Road, Warwick Township, Lancaster County, Pennsylvania (Account No. 600-23597-0-0000) and referred to on the attached Exhibit A (the "Property").

   a. Inclusions. Everything that is permanently attached to the Property is included in the sale unless otherwise provided in these Conditions. In addition, the microwave, dishwasher, range, and shed are included in the sale.

   b. Exclusions. There are no exclusions to the sale.

2. **Zoning.** The Property is located in the R-1 Residential Zoning District.

3. **Bidding.** The high bidder will be the Purchaser when the Auctioneer announces that the Property is sold. The high bidder shall immediately, or within two (2) business days after the public sale if the high bidder purchases telephonically and/or online, sign the Purchaser's Agreement in these Conditions of Sale and pay down ten percent (10%) of the purchase money as security for performance under these Conditions of Sale. The down payment shall be paid to Seller's attorneys Gibbel Kraybill & Hess LLP. If any dispute arises among bidders, the Property may be offered for renewal of bidding. The Seller reserves the right to reject bids.

4. **Settlement.** The balance of the purchase money shall be paid at settlement at a title company or law firm of the Purchaser's choice on or before Monday, October 21, 2024 (unless another time or place is agreed upon by the Seller and Purchaser).

   a. Title. Upon such payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the Property, free of all encumbrances not noted in these Conditions, but subject to building and use restrictions, ordinances, easements of roads, rights of public service companies, and easements, rights or other non-monetary encumbrances either of record or visible upon inspection.

   b. Condition of Property. At settlement the Property shall be in substantially the same condition as at present, except for: (1) damage caused by act of nature, fire or vandalism, (2) damage that occurs after possession has been given to Purchaser, (3) any taking by eminent domain; and (4) ordinary wear and tear. Purchaser's opportunity to view or inspect the Property prior to or on the day of the public sale shall be in lieu of any subsequent view, inspection, or walk-through, and by signing the attached Purchaser's Agreement, Purchaser expressly waives the right to any such

inspection or walk-through at any time after the execution of the Purchaser's Agreement. The Property is sold AS IS and Seller makes no other warranty as to the condition of the Property. The Seller has no knowledge of any environmental hazard.

c. Insurance. Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage that occurs after the sale.

d. Formal tender of Deed and purchase money are waived.

e. Realty Transfer Taxes shall be paid by Purchaser.

f. Real Estate Taxes and Utilities. Real estate taxes and water/sewer rents shall be apportioned to the date of settlement or any earlier delivery of possession on a fiscal year basis. Utilities, if any, will be transferred out of Seller's name as of the date of settlement.

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

h. Homeowners' Association. The property is part of the Brookfield Homeowners Association and is subject to the assessment, dues, and fees assessed by the Homeowners' association.

i. Solar Panel Contract. The Property is equipped with solar panel fixtures, which are subject to an existing contract between Seller and Tesla, Inc. regarding the financing, installation, and service of such fixtures. Purchaser agrees to assume Seller's rights, benefits, and obligations under the contract upon settlement. Purchaser further agrees that prior to settlement, Purchaser shall provide Tesla, Inc. with any information necessary to determine Purchaser's credit qualification, and agrees to provide a security deposit, if required, by Tesla, Inc.

5. **Seller's Property Disclosure Statement.** By signing the attached Purchaser's Agreement, the Purchaser acknowledges receipt of the Seller's Property Disclosure Statement that is required by law. However, Seller makes no warranty as to the condition of the Property, including without limitation any or all environmental matters. Purchaser acknowledges and agrees that the Property and all personal property and/or fixtures transferred hereunder shall be sold and conveyed "AS IS; WHERE IS" and with all faults, and Purchaser assumes the risk that adverse past, present, or future physical or operational characteristics and conditions may not have been revealed by its inspection or investigation.

6. **Agent Participation.** If the Purchaser engages a real estate agent in any capacity, the Purchaser shall be responsible for paying any and all fees or commissions charged by the agent, and Seller shall have no responsibility to compensate the agent, regardless of Seller's consent to agent participation.

7. **Default.**

a. If the Seller is unable to give title as required by these Conditions, the Purchaser's sole remedy shall be to: (1) take such title as Seller can give; or (2) require Seller to return all payments. Upon such return all further obligations of both Seller and Purchaser under these Conditions shall terminate.

b. The time for settlement is of the essence. If the Purchaser does not comply with these Conditions, the Seller, in addition to all remedies provided by law, may either: (1) retain Purchaser's down money as liquidated damages regardless of whether or on what terms the Property is resold; or (2) resell the Property at public or private sale, with or without notice to the present Purchaser or any sureties, and 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 as security for or toward payment of any such loss. In addition, Purchaser shall pay any and all attorney's fees and costs incurred by Seller arising from or relating to Purchaser's default.

8. **Entire Agreement**. These are all the conditions of this sale. The Conditions of Sale have been available for inspection before commencement of bidding. The Purchaser shall not rely on the public announcement of a summary of these Conditions as a complete statement of the terms and conditions of this sale. Any changes or additions to the Conditions of Sale shall be effective only if they are in a writing signed by the Seller.

9. **Parties.** The terms "Seller" and "Purchaser" include all who sign in those respective capacities.

10. **Binding Effect.** If more than one person signs as Purchaser, they shall have joint and several responsibility hereunder.

11. **Indemnification.** Purchaser, together with all other persons, parties, or entities affiliated with Purchaser, promises and agrees to defend, indemnify, release, discharge, and hold harmless Seller, and Seller's affiliates, associated entities or individuals, heirs, successors, assigns, contractors, subcontractors, agents, representatives, executors, trustees, and insurers of all of the foregoing against Purchaser's actions, omissions, misfeasance, malfeasance, or any transaction or occurrence stemming from the parties' duties and representations set forth in this Agreement, which results in, or forms the basis for, any suits, sums of money, liabilities, debts, damages, accounts, bonds, defects, warranties, covenants, contracts, agreements, controversies, obligations, costs, expenses, liens, judgments, claims, demands, actions, settlements, compromises, or causes of action

whatsoever, at law or in equity, on any theory whatsoever, including, but not limited to, Purchaser's breach of this agreement, negligence, personal injury, property damage, patent infringement, or any other alleged violation of local, state, or federal law.

Dated: September 5, 2024

ATTORNEY:
Thomas M. Gish, Attorney
Gibbel Kraybill & Hess LLP
2933 Lititz Pike
P. O. Box 5349
Lancaster, PA 17606
(717) 291-1700 – Telephone
(717) 291-5547 - Telefax

SELLER:

ESTATE OF KATHY ANN MCCOMSEY
a/k/a KATHY A. MCCOMSEY

By:_____
Kerry W. Kneisley, Co-Administrator

By:_____
Scott A. Kneisley, Co-Administrator

PURCHASER'S AGREEMENT

I/We, the undersigned Purchaser, agree to have purchased 70 Brookfield Road, Warwick Township, Lancaster County, Pennsylvania the Property mentioned in the foregoing Conditions, subject to those Conditions, for the purchase price of $_____.

IF I/WE ACQUIRE POSSESSION OF THE PROPERTY BEFORE PAYMENT OF THE PURCHASE MONEY AND FAIL TO MAKE PAYMENT WHEN DUE, I/WE AUTHORIZE ANY ATTORNEY TO APPEAR FOR ME/US IN ANY COURT AND, TO THE EXTENT AND UNDER THE CONDITIONS, IF ANY, THEN PERMITTED OR PRESCRIBED BY LAW, CONFESS JUDGMENT IN EJECTMENT AGAINST ME/US, IN FAVOR OF THE SELLER OR THE LATTER'S ASSIGNS, FOR POSSESSION OF THE PROPERTY, AND DIRECT THE ISSUING OF A WRIT OF POSSESSION, WITH CLAUSE OR WRIT OF EXECUTION FOR COSTS; HEREBY WAIVING ALL IRREGULARITIES, NOTICE, LEAVE OF COURT, PRESENT OR FUTURE EXEMPTION LAWS, AND RIGHT OF APPEAL.

Dated: September 5, 2024

Signed in the presence of:

_____

PURCHASER:

_____(SEAL)

_____(SEAL)

_____
Street

_____
City State Zip

_____
Phone

_____
E-mail

RECEIPT

Received of Purchaser on above date, as down money on account of the purchase price, the sum of $_____ on behalf of Seller.

_____

EXHIBIT A

ALL THAT CERTAIN piece, parcel or tract of land with improvements erected thereon situate on the south side of Brookfield Road, located in Warwick Township, Lancaster County, Pennsylvania, known as Lot No. 28, as shown on a Final Plan prepared by David Miller/Associates, Incorporated, Drawing No. 88-158.1, Sheet 3 of 15, recorded in Subdivision Plan Book J-168, Page 109, said tract being more fully bounded and described as follows:

BEGINNING at the northwest corner thereof, at a point on the south right-of-way line of Brookfield Road, said point being a corner of Lot No. 27; thence extending along Brookfield Road, on a line curving to the left, having a radius of three hundred thirty and zero hundredths (330.00) feet, an arc length of nineteen and sixty-seven hundredths (19.67) feet, a chord bearing of North thirty-nine (39) degrees twenty-one (21) minutes fifty-seven (57) seconds East, and a chord distance of nineteen and sixty-seven hundredths (19.67) feet to a point, a corner of Lot No. 29; thence extending along Lot No. 29, the two (02) following courses and distances: (1) South sixty (60) degrees ten (10) minutes forty-seven (47) seconds East, a distance of fifty and ninety-five hundredths (50.95) feet to a point; and (2) South forty-six (46) degrees six (06) minutes twenty (20) seconds East, a distance of eighty-three and seventy hundredths (83.70) feet to a point, in line of lands of Jay Firestone and Elva Firestone; thence extending along lands of Firestone, South twenty-eight (28) degrees forty-six (46) minutes three (03) seconds West, a distance of thirty-three and fifteen hundredths (33.15) feet to a point, a corner of Lot No. 27; thence extending along Lot No. 27, North forty-six (46) degrees six (06) minutes twenty (20) seconds West, a distance of one hundred forty and twenty-two hundredths (140.22) feet to the place of **BEGINNING**.

CONTAINING: 4,075 square feet more or less.

SUBJECT TO a twenty (20) foot wide stormwater facilities easement as shown on the above-referenced plan.

BEING THE SAME PREMISES which Kathy A. Kneisley, now by marriage known as Kathy A. McComsey by Deed dated April 14, 2022 and recorded April 19, 2022 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania bearing Document ID 6676175, granted and conveyed unto Kathy A. McComsey.

AND THE SAID Kathy Ann McComsey, also known as Kathy A. McComsey, died May 22, 2024 without a Will. Letters of Administration were filed on June 21, 2024 and remain of record in the Register of Wills Office in and for Lancaster County, Pennsylvania, docketed to No. 36-2024-01418 where Letters of Administration were granted to Kerry W. Kneisley and Scott A. Kneisley.

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).

PROPERTY 70 Brookfield Road, Lititz, Pennsylvania 17543

SELLER Estate of Kathy Ann McComsey, a/k/a Kathy A. McComsey

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

Generally speaking, 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 real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substitute for any inspections or warranties** that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a **material defect** that may not be addressed on this form.

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 subsytem 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.

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.

Pennsylvania Association of REALTORS®

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Gibbel Kraybill & Hess LLP,2933 Lititz Pike Lancaster,PA 17606
Phone: (717)729-1700 Fax: GKH Law

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NON-MEMBER

	Yes	No	Unk	N/A
A				
B				
C				

1. SELLER'S EXPERTISE

(A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?

(B) Is Seller the landlord for the property?

(C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
1				
2				
3				
1				
2				
3				
4				
5				
C				
D				

2. OWNERSHIP/OCCUPANCY

(A) **Occupancy**

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

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

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

(C) When was the property purchased? _____

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

Explain section 2 (if needed): _____

	Yes	No	Unk	N/A
1				
2				
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B				
C				
D				
1				
2				
3				
4				
E				

3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS

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

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

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

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

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

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

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

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

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

4. ROOF AND ATTIC

(A) **Installation**

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

(B) **Repair**

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

(C) **Issues**

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

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: _____

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

5. BASEMENTS AND CRAWL SPACES

(A) **Sump Pump**

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

(B) **Water Infiltration**

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

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

	Yes	No	Unk	N/A
1				
2				
1				
2				

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

(A) **Status**

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

(B) **Treatment**

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

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

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

7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

(B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?

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

1. Is your property constructed with stucco?
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
3. If "yes," when was it installed? _____

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

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

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: _____

	Yes	No	Unk	N/A
A				
B				

8. ADDITIONS/ALTERATIONS

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

(B) Are you aware of any private or public architectural review control of the property other than zoning codes?

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

☐ **A sheet describing other additions and alterations is attached.**

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Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.
***Note to Buyer:** According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.*

	Yes	No	Unk	N/A
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9. **WATER SUPPLY**
   (A) **Source.** Is the source of your drinking water (check all that apply):
      1. Public
      2. A well on the property
      3. Community water
      4. A holding tank
      5. A cistern
      6. A spring
      7. Other _____
      8. No water service (explain): _____

   (B) **Bypass Valve** (for properties with multiple sources of water)
      1. Does your water source have a bypass valve?
      2. If "yes," is the bypass valve working?

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

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

   (E) **General**
      1. When was your water last tested? _____ Test results: _____
      2. Is the water system shared? With whom? _____

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

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

	Yes	No	Unk	N/A
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1				
2				
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4				

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

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

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	Yes	No	Unk	N/A
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(C) **Individual On-lot Sewage Disposal System.** Is your sewage system (check all that apply):
1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: _____

(D) **Tanks and Service**
1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property? _____
4. Are there any other types of septic tanks on the Property? _____
5. Where are the septic tanks located? _____
6. How often is the on-lot sewage disposal system serviced? _____
7. When was the on-lot sewage disposal system last serviced? _____

(E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**
1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

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

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

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

11. PLUMBING SYSTEM

	Yes	No	Unk	N/A
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B				

(A) **Material(s).** Are the plumbing materials (check all that apply):
1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethyline (PEX)
7. Other _____

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

12. DOMESTIC WATER HEATING

	Yes	No	Unk	N/A
1				
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8				
B				
C				

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

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

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

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13. HEATING SYSTEM

	Yes	No	Unk	N/A
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6				
7				
E				
1				
2				
3				
P				

(A) **Fuel Type(s).** Is your heating source (check all that apply):
1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other _____

(B) **System Type(s)** (check all that apply):
1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? _____
8. Coal stove(s) How many? _____
9. Other: _____

(C) **Status**
1. When was your heating system(s) installed? _____
2. When was the heating system(s) last serviced? _____
3. How many heating zones are in the property? _____
4. Is there an additional and/or backup heating system? Explain: _____

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

(E) List any areas of the house that are not heated: _____

(F) **Heating Fuel Tanks**
1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): _____
3. If you do not own the tank(s), explain: _____

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

14. AIR CONDITIONING SYSTEM

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
1				
2				
3				
C				
P				

(A) **Type(s).** Is the air conditioning (check all that apply):
1. Central air
2. Wall units
3. Window units
4. Other _____
5. None

(B) **Status**
1. When was the central air conditioning system installed? _____
2. When was the central air conditioning system last serviced? _____
3. How many air conditioning zones are in the property? _____

(C) List any areas of the house that are not air conditioned: _____

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

15. ELECTRICAL SYSTEM

	Yes	No	Unk	N/A
1				
2				

(A) **Type(s)**
1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?

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	Yes	No	Unk	N/A
B				
C				
P				

(B) What is the system amperage? _____

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

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

16. OTHER EQUIPMENT AND APPLIANCES

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

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

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

	Yes	No	Unk	N/A
1				
2				
3				
4				

17. LAND/SOILS

(A) **Property**

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

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

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	Yes	No	Unk	N/A
1				
2				
3				
4				
1				
2				
3				
4				
5				

(B) **Preferential Assessment and Development Rights**

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

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

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

(C) **Property Rights**

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

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

_____

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

Explain any "yes" answers in section 17: _____

_____

18. FLOODING, DRAINAGE AND BOUNDARIES

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
6				
7				
1				
2				
3				
4				

(A) **Flooding/Drainage**

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

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: _____

_____

(B) **Boundaries**

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

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

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

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

_____

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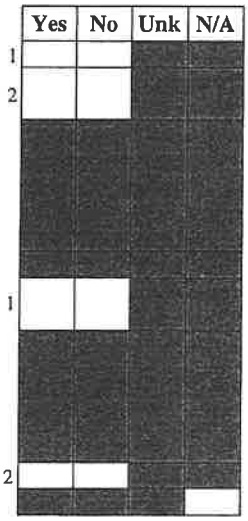
19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES



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

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

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

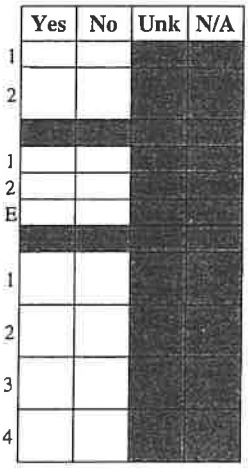
(B) **Radon**

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

	First Test	Second Test
Date		
Type of Test		
Results (picocuries/liter)		
Name of Testing Service		

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

Date Installed | Type of System | Provider | Working?



(C) **Lead Paint**

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

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

(D) **Tanks**

1. Are you aware of any existing or removed underground tanks? Size: _____
2. If "yes," have any tanks been removed during your ownership?

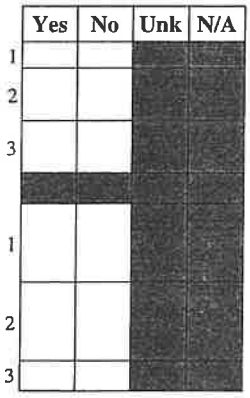
(E) **Dumping.** Are you aware of any dumping on the property?

(F) **Other**

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

Explain any "yes" answers in section 19: _____

20. MISCELLANEOUS



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

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

(B) **Financial**

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?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

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	Yes	No	Unk	N/A
1				
2				
1				

(C) **Legal**

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

(D) **Additional Material Defects**

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

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

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

Explain any "yes" answers in section 20: _____

_____

_____

21. ATTACHMENTS

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

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

☐ _____

☐ _____

☐ _____

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

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

By: _____ **DATE** _____

Kerry W. Kneisley Scott A. Kneisely, Co-Administrators

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

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