

CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold is known as 123 North 11th Street, Akron, Akron Borough, Lancaster County, Pennsylvania, as more fully described in Exhibit "A" ("Property").

2. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale and pay down 10% of the purchase money to the Seller¹ - as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. Offsite Bidding: Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions:

(a) Online bidders must register on HiBid.com in advance of the auction, and be approved to bid by Hess Auction Group.

(b) Successful bidder (telephone or online) must contact Nathan Gill within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at 480 New Holland Avenue, Suite 6205, Lancaster, Pa 17602

(c) Failure to contact Nathan Gill within 24 hours OR appear at the duly arranged time to submit deposit check and fully-executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.

(d) Prospective bidder accepts all terms herein.

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

3. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC, 480 New Holland Avenue, Suite 6205, Lancaster, Pennsylvania 17602, on or before June 5, 2026, ("Closing") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by Deed prepared at the Purchaser's expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, subdivision plan notes, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 6 of these Conditions of Sale.

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

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

4. This sale of real estate shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.

5. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.

6. The Property shall be sold UNDER AND SUBJECT to the following conditions and restrictions:

a. Subject to building and use restrictions, ordinances, easements of roads, rights of public service companies and easements, rights or other non-monetary encumbrances either of record or visible upon inspection; and

b. Subject to the Seller's Property Disclosure Statement attached hereto as Exhibit "B."

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

8. Fees or charges for acknowledgments to the deed shall be paid by the Seller, and all required state and local realty transfer taxes by the Purchaser. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis. Purchaser shall pay for all charges for preparation of documents, including without limitation, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney's fees, tax certification fees, disbursement fees, recording fees or settlement fees whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.

9. The Seller hereby represents that the Property is served by public water and sewer.

10. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric and propane heating, plumbing and water plants, fixtures and systems; and any other articles permanently affixed to the Property. The appliances located in the Property are included in

this sale.

11. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the attorney for the Seller and the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

12. The parties acknowledge that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Property is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

13. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. *The Property is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* Seller has conducted no investigation but does not have actual knowledge of any underground storage tank(s) on the property. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Property

is in compliance with any federal, state or local environmental laws or regulations.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

14. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.

15. In case of non-compliance by Purchaser with these Conditions, Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Purchaser and to retain any advance in price, or hold the present Purchaser liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

16. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young

children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

a. Lead Warning Statement for Dwellings Built Before 1978 Disclosure. This dwelling on the Property was built before 1978, and lead-based paint and lead-based paint hazards may be present in the housing. To the best of the Executor's knowledge, there are no reports pertaining to lead-based paint or lead paint hazards.

b. Waiver. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home, and that this this sale of real estate shall not be contingent upon any risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the Property.

17. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.

18. These Conditions of Sale represent the whole agreement between the parties, and any representations concerning the Property, or otherwise,

made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

SELLER:

PURCHASER'S AGREEMENT

I/We, _____, agree that I/we have purchased 123 North 11th Street, Akron, Lancaster County, Pennsylvania, the Property mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$_____; and if I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney to appear for me/us in any court and confess judgment in an amicable action of ejectment against me/us, in favor of the Seller or the latter's assigns, for possession of said 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.

I/We acknowledge that my/our purchase of the Property is under and subject to the Conditions and Restrictions set forth in Paragraph 6 of the Conditions of Sale and subject to the items noted in the Seller's Property Disclosure Statement.

WITNESS my/our hand/s and seal/s this _____ day of April 2026.

Signed in the presence of:

Purchaser

Purchaser

EXHIBIT "A"

Description of the Property

All that certain lot or piece of land with dwelling house thereon erected, known and numbered as No. 123 North 11th Street, situate on the East side of North 11th Street in the Borough of Akron, County of Lancaster, Commonwealth of Pennsylvania, bounded and described according to a survey by D. G. Ranck, R. S., dated October 27, 1950, as follows, to wit:

BEGINNING at the northernmost corner thereof at a point in or near the middle of North 11th Street; thence leaving said street and by land now or late of Floyd S. Beckety, crossing over an iron pin set nineteen (19) feet from the corner in the street, South fifty-four (54) degrees, thirty (30) minutes, east, two hundred forty-six and four-tenths (246.4) feet to an iron pin; thence by land now or late of the Zion Evangelical Church Cemetery, South thirty-one (31) degrees, nineteen (19) minutes West, fifty-three (53) feet to a stone; thence by land now or late of George Hufford, North Fifty-six (56) degrees, eight (8) minutes West, two hundred forty-seven and thirty-six hundredths (247.36) feet to a point in or near the middle of the aforesaid North 11th Street, having crossed over an iron pin set inside the curb line; thence along in or near the middle of said Street North thirty-two (32) degrees thirty-seven (37) minutes East, sixty (60) feet to the place of BEGINNING.

Containing fifty-one and seventeen hundredths (51.15) perches.

RECEIPT

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

Brubaker Connaughton Goss & Lucarelli LLC,
on behalf of Seller

By:_____

Nathan Gill, Esquire
480 New Holland Avenue, Suite 6205
Lancaster, PA 17602
(717) 945-5745

EXHIBIT "B"
Seller's Property Disclosure Statement

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 123 North 11th St AKRON, Pa 17501
 SELLER Donna Lee Witmer

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

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

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

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

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. OWNERSHIP/OCCUPANCY

- (A) **Occupancy**
 - 1. When was the property most recently occupied? currently
 - 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? 2002
 - 3. How many persons most recently occupied the property? ONE
- (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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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: _____

Seller's Initials DLW1 Date 2-16-2026 SPD Page 1 of 9 Buyer's Initials / Date _____



PROPERTY 123 North 11th ST AKRON, Pa 17501

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

(B) Status

- When was the central air conditioning system installed? Replaced 8/2022
- When was the central air conditioning system last serviced? 2025
- How many air conditioning zones are in the property? ONE

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

Basement + Attic

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

15. ELECTRICAL SYSTEM

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

(A) Type(s)

- Does the electrical system have fuses?
- Does the electrical system have circuit breakers?

(B) What is the system amperage? 200

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

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash compactor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage transmitters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keyless entry	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stand-alone freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Smoke detectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carbon monoxide detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security alarm system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior fire sprinklers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Ceiling fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In-ground lawn sprinklers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A/C window units	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sprinkler automatic timer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Awnings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Swimming pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attic fan(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hot tub/spa	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Satellite dish	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deck(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Storage shed <u>with garage</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pool/spa heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electric animal fence	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool/spa cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:		
Whirlpool/tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.		
Pool/spa accessories	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2.		
Refrigerator(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3.		
Range/oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.		
Microwave oven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.		
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6.		

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

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

17. LAND/SOILS

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

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?

Seller's Initials AWI Date 2-16-26 SPD Page 6 of 9 Buyer's Initials / Date _____

PROPERTY 123 North 11th ST AKRON, Pa 17501

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		
4		<input checked="" type="checkbox"/>		
5		<input checked="" type="checkbox"/>		

4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

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

(B) Preferential Assessment and Development Rights

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

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

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

(C) Property Rights

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

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

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

Explain any "yes" answers in section 17: _____

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3		<input checked="" type="checkbox"/>		
4		<input checked="" type="checkbox"/>		

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

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

(B) Boundaries

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>		
2		<input checked="" type="checkbox"/>		
3				<input checked="" type="checkbox"/>
4		<input checked="" type="checkbox"/>		

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): _____

PROPERTY 123 N. 11th ST. ARDEN, Pa. 17501

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Yes	No	Unk	N/A
	✓		
	✓		
	✓		

(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 Doane Arden DATE 2.26.26
 SELLER _____ DATE _____
 SELLER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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.
 _____ DATE _____

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 _____

Generally speaking, the Real Estate Seller Disclosure Law 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.

Seller's Initials DLW / _____ Date 2-26-26

SPD Notices 1 of 1

Buyer's Initials _____ / _____ Date _____

123 North 11th Street, Akron, PA 175501

Additions/Alterations

Replaced porch floor 2/2017

Painted entire porch 2/2022

Added full bathroom and laundry area 1/2018

Remodel Kitchen 1997

House and garage siding, soffit and fascia replaced 6/1993

Replaced garage roof 6/1993

Attic floor insulated 7/1992

Wall to wall carpet installed upstairs, walls papered, windows painted 6/2012

Shutters replaced 2008

Shutters painted 2022

Replaced all windows with tilt in windows 2008

Added Hunter Douglas Honeycomb shades on all windows date unknown

Driveway and curb installed with poured concrete 6/1992

Chimney replaced from ground level to upper roof line 8/2022

Replaced central air unit 8/2022

Replaced furnace 11/2007

All a/c and heating pipes wrapped with insulation in basement and attic 8/2022

New water heater installed 1/2025

Landscaping with stone wall 11/2003

Entire home and garage power washed 2023

Entire home and garage repainted on all wood surfaces including shutters and doors and all exterior doors re-stained 2023

Main house roof replaced 2012

Porch roof replaced 3/2023

Tin roof repainted 2023

Unknown if permits were obtained, all work done by professionals