CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

1. The property to be sold is known as 2241 Seitz Drive, East Hempfield Township, Lancaster County, Pennsylvania, as more fully described in Exhibit "A" ("Property").

2. The highest bidder shall be the Purchaser[1] 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 Seller[1] - 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 A. Gill, Esquire 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 Ave, Lancaster PA 17602.

(c) Failure to contact Nathan A. 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 BCGL LLC, 480 New Holland Avenue, Suite 6205, Lancaster, Pennsylvania 17602, on or before December 11, 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 heating, plumbing and water plants, fixtures and systems; and any other articles permanently affixed to the Property. The refrigerator, washer, dryer, dehumidifiers, barstools, A/C unit, workbenches, curtains, and fireplace accessories 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:

_____

Michelle G. Harnick, executrix of the Estate of Frederick Zipp, Jr.

PURCHASER'S AGREEMENT

I/We, _____, agree that I/we have purchased 2241 Seitz Drive, East Hempfield Township, 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 27th day of October, 2026.

Signed in the presence of:

_____ _____
Purchaser

_____ _____
Purchaser

EXHIBIT "A"

Description of the Property

ALL THAT CERTAIN tract of land, situate on the northeast side of Seitz Drive, being Lot No, 6, Block ???, on the plan of "Hidden Acres", in the Township of East Hempfield, County of Lancaster and Commonwealth of Pennsylvania, a copy of said plan being recorded in the Office of the Recorder of Deeds of Lancaster County in Sub-Division Plan Book 94 page 92, bounded and described as follows:

BEGINNING at a point on the northeast line of Seitz Drive, a corner of Lot No, 5, Block B; thence extending along the northeast line of Seitz.Drive by a curved line to the left having a radius of 175,0 feet, the chord of said curved line having a bearing of North 35 degrees 49 minutes, 15 seconds West, the length of said chord being a distance of 75,00 feet and the length of the arc being 75.59 feet to a point a corner of Lot No. 7, Block B; thence extending Lot No 7, North 41 degrees 48 minutes 30 seconds East, a distance of 201,30 feet to a point in line of property now or late of John H, Habecker also being the northeast line of a 19,0 feet wide drainage and utility easement; thence extending along property of John H. Habecker and along the northeast line of said drainage and utility easement, South 52 degrees 57 minutes 30 seconds East, a distance of 180.98 feet to a point a corner of the aforesaid Lot No, 5; thence extending along Lot No, 5, South 66 degrees 33 minutes West, a distance of 255.90 feet to a point, the place of BEGINNING.

EXHIBIT “B”
Seller’s Property Disclosure Statement

	Yes	No	Unk	N/A
D				

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

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

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

4. **ROOF**
   - (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: _____

	Yes	No	Unk	N/A
1				
2				
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		X		
2		X		
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		X		
B		X		
C		X		
1				
2				
3				
E		X		
F		X		

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: _____

AS IS

Yes	No	Unk	N/A
	X		
	X		

8. **ADDITIONS/ALTERATIONS**

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

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

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval.

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

AS IS

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

Yes	No	Unk	N/A

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?_____

PROPERTY _____

	Yes	No	Unk	N/A
1		X		
2		X		

(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: _____

_____

_____

10. **SEWAGE SYSTEM**

	Yes	No	Unk	N/A
1	X			
2				
3				
1				
2				
3				
4				
1				
2				
3				
4				
5				
6				
7				
8				
1				
2				
3				
4				
5				
6				
7				
1				
2				
1				
2				
3				
4				
1				
2				

(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 E, F and G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: _____

(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: _____

AS IS

(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
1				
2				
3				
4				
5				
6				
7				
8		X		

(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: _____

_____

PROPERTY _____

	Yes	No	Unk	N/A
1	X			
2				
3				
4				
5				
6				
7				
8				
9				
10		X		

12. **DOMESTIC WATER HEATING**

(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? 1 When were they installed? 8/5/2010

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: _____

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
32				
33				
34		X		

13. **HEATING SYSTEM**

(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? when house was built
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
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)? 2 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: _____

AS IS

	Yes	No	Unk	N/A
1				
2				
3				
4				
5				

14. **AIR CONDITIONING SYSTEM**

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

1. Central air
2. Wall units — 1
3. Window units
4. Other wall unit in all season room not used - Central air is in whole house
5. None

PROPERTY _____

	Yes	No	Unk	N/A
1				
2			X	
3				
C				
P				

(B) **Status**
1. When was the central air conditioning system installed? 7/20/2016
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				
B				
C		X		
P		X		

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

(B) What is the system amperage? _____

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

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

16. OTHER EQUIPMENT AND APPLIANCES

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

AS IS

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

	Yes	No	Unk	N/A
P		X		

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
1		X		
2		X		
3		X		

(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?

Yes	No	Unk	N/A
	X		

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	X		
2	X		
3	X		
4	X		

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 - P.S. § 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. Buyer is 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	X		
2	X		
3	X		
4	X		
5	X		

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: _____

ASIS

18. **FLOODING, DRAINAGE AND BOUNDARIES**

Yes	No	Unk	N/A
	X		
	X		
	X		
	X		

(A) **Flooding/Drainage**

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

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

Yes	No	Unk	N/A
	X		
	X		
	X		

(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): _____

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

PROPERTY _____

Yes	No	Unk	N/A
	X		
	X		
	X		

(C) **Legal**

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

(D) **Additional Material Defects**

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?
   Note to Buyer: A material defect is a problem with a residential real property or any 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 Michelle A Haines **DATE** 10/8/26

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** 10/8/26

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.

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 A. Gill, Esquire
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Lancaster, PA 17602
(717) 945-5745