CONDITIONS OF SALE

The conditions of this public sale held the **5th day of December, 2026** (this "Agreement") are as follows:

1. Property. The property to be sold consists of approximately 1.000 acres with buildings and improvements thereon situate in Clay Township, Lancaster County, Pennsylvania with an address of 247 Yummerdall Road, Lititz, Pennsylvania, identified as tax parcel 070-77118-0-0000, and described on **EXHIBIT A** attached hereto and made a part hereof.

2. Seller. This sale is held on behalf of the Executor of the **Gordon L. Gerhard Estate**, hereinafter referred to as "Seller".

3. Purchase and Down Payment. The auctioneer, **John M. Hess Auction Service, Inc.**, shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the "Purchaser" of the Property being struck off to him and he shall immediately thereafter sign the **PURCHASER AGREEMENT** attached to these Conditions of Sale, and pay a down deposit totaling Ten Percent (10%) of the purchase price to Seller as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.

4. Settlement. The balance of the purchase price shall be paid at settlement to be held at the office of Blakinger Thomas, 28 Penn Square, Lancaster, Pennsylvania 17603, **on or before January 19th, 2027** (unless some other time or place shall hereafter be agreed upon by Seller and Purchaser), upon which payment Seller shall convey to Purchaser, by deed prepared at Purchaser's expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to the Property, free and clear of all liens and encumbrances, except as noted in these Conditions of Sale, and subject to any existing wall rights, easements visible upon the ground and those of record, building or use restrictions, zoning or land subdivision regulations, encroachments over property boundaries, or encroachments of any kind within the legal width of public highways, and leases as described herein and subject to all easements, encumbrances, or encroachments which are recorded in the Lancaster County Recorder of Deeds Office, or which would be apparent upon reasonable physical inspection of the Property. This Paragraph 4 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance, at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser. The cost of any survey required by a title insurer shall be paid for by Purchaser. Formal tender of deed and purchase money are waived.

5. Costs.

A. Acknowledgements to deed shall be paid by Seller.

B. Disbursement or any similar fees, tax certification fees, service fees, and any other fees attempted to be charged against Seller by the attorney or title

company holding settlement for Purchaser, shall be paid by Purchaser.

C. All required state and local realty transfer taxes shall be paid by Purchaser.

D. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

E. Water and sewer rent (if any) shall be paid by Seller to date of settlement.

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

6. Condition of the Property. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, electric, heating, plumbing, lighting, water, and any articles permanently affixed to the Property. 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 which occurs after possession has been given to Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "**AS IS.**" Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments of any kind.

7. Timing. The date(s) specified herein for settlement, and all other dates, are considered to be "of the essence of the contract" and are binding.

8. Zoning. The Property is located in an AT – Ag Transition Zone, Clay Township, Lancaster County. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use. Seller makes no representations that Seller's present or prior uses of the Property comply with the applicable township zoning ordinances.

9. Seller Default. If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this Agreement on both Seller and Purchaser shall terminate.

10. Purchaser Default. In case of non-compliance by Purchaser with this Agreement, 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.

11. No Warranty. Seller makes no warranty as to the condition of the Property as to environmental matters. Seller has not conducted any investigations and has no actual

knowledge of any environmental hazards, including but not limited to radon, asbestos, or spills.

12. Disclosures. Seller's Disclosure Form is attached as **EXHIBIT B** and made a part hereof. Seller's Disclosure Form attached hereto notwithstanding, by execution of this Agreement, Purchaser acknowledges that he/she has had a full and complete opportunity to inspect the Property. Purchaser also waives rights under the law to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. ***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, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, underground tanks, or any portion thereof.*** Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Property, and that Purchaser has not relied upon any representations or statements of the auctioneer. Purchaser releases 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.

13. Radon Disclosure. Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks, it diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, call 1-800-23RADON or (215) 369-3590, Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present, Purchaser waives this right and agrees to accept the Property "**AS IS**," with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, its shareholders, directors and officers, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Property. Seller has no knowledge concerning the presence or absence of Radon.

14. Right to Reject Bids. 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.

15. Assignment. Purchaser may not assign this Agreement, in whole or in part, without first obtaining the written approval of Seller.

16. Intent. This Agreement represents the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution

of the Purchaser Agreement, are hereby superseded by this Agreement.

17. Amendment. No modification of this Agreement shall be valid unless made in writing, executed with the same degree of formality as this Agreement and the Purchaser Agreement attached hereto.

18. Effect of Waiver or Consent. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of this Agreement is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of this Agreement, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller' s rights with respect to that default until the applicable statute-of-limitations period has run.

19. Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

20. 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 Blakinger Thomas 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 Blakinger Thomas, 28 Penn Square, Lancaster, Pennsylvania 17603.

C. Failure to contact Blakinger Thomas 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.

SELLER:
Estate of Gordon L. Gerhard

By: _____
Glenn P. Gerhard, Executor

PURCHASER AGREEMENT

247 Yummerdall Rd., Lititz, PA 17543
Parcel Account Number 070-77118-0-0000

The undersigned, as "Purchaser," intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Property, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions of Sale was read prior to commencement of bidding for the Property.

The Purchaser agrees to purchase the Property described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____ Dollars ($_____).

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Seller shall retain the security deposit and Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Property by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of ten percent (10%) per annum, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less than Two Hundred Fifty Dollars ($250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisement, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, Purchaser has executed this Purchaser Agreement as of December _____, 2026 intending to be legally bound hereby.

Address: _____

Phone Number: _____

RECEIPT

Received by Seller on December ____, 2026, as an earnest money deposit on account of the above purchase price, the sum equal to _____.

_____

Grace C. Nguyen Bond, Esq.
Attorney for the Gordon L. Gerhard Estate

EXHIBIT A
Legal Description

ALL THAT CERTAIN lot of ground known as Lot No. 4 as shown on a final recorded plan for David P. Livingston, Jr., prepared by Diehm & Sons, Surveyors (Dwg. No. F-1250), recorded in Subdivision Plan Book J-162, Page 87; said lot situate on the East side of Yummerdall Road (T-596) and located in the Township of Clay, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike in Yummerdall Road (T-596); thence in Yummerdall Road (T-596), North 44 degrees 03 minutes 45 seconds West, 203.71 feet to a point in Yummerdall Road (T-596); thence crossing Yummerdall Road (T-596) and by Lot No. 3, David P. Livingston, Jr. Tract, North 43 degrees 35 minutes 34 seconds East, 261.75 feet to a point, a corner of Lot No. 3 and also a point on line of Lot No. 2, David P. Livingston, Jr. Tract; thence continuing by Lot No. 2, David P. Livingston, Jr. Tract, South 65 degrees 53 minutes 52 seconds East, 68.89 feet to a point on line of land now or late of Richard L. and Gwendolyn S. Stauffer; thence by Richard L. and Gwendolyn S. Stauffer, South 05 degrees 35 minutes 48 seconds West, 260.00 feet to a rebar; thence continuing by the same, South 57 degrees 16 minutes 20 seconds West, 90.75 feet to the Point of BEGINNING.

CONTAINING 1.079 acres

BEING PART OF THE SAME PREMISES which Richard L. Stauffer and Richard L. Stauffer as Attorney-in-Fact for Gwendolyn S. Stauffer, husband and wife, by their deed dated May 31, 1988 and recorded June 3, 1988 in the Lancaster County Office of the Recorder of Deeds in Record Book 2405, Page 377, granted and conveyed unto David P. Livingston and Esther G. Livingston, husband and wife, and Thomas J. Livingston and Denise F. Livingston, husband and wife, the Grantors herein.

TAXES

EXHIBIT B
Seller's 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 247 Yummerdall Road, Lititz, PA 17543

SELLER Glenn P. Gerhard, Executor of the Gordon L. Gerhard Estate

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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 disclose all known **material defects** about the property being sold that are not readily observable. 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 its normal useful life is not by itself a material defect.

This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement nor the basic disclosure form limits Seller's obligation to disclose a material defect.

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.

The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.

1. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
2. Transfers as a result of a court order.
3. Transfers to a mortgage lender that results from a buyer's default and subsequent foreclosure sales that result from default.
4. Transfers from a co-owner to one or more other co-owners.
5. Transfers made to a spouse or direct descendant.
6. Transfers between spouses as a result of divorce, legal separation or property settlement.
7. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of liquidation.
8. Transfers of a property to be demolished or converted to non-residential use.
9. Transfers of unimproved real property.
10. Transfers of new construction that has never been occupied and:
    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.

COMMON LAW DUTY TO DISCLOSE

Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclosure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

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 10/30/20

Pennsylvania Association of Realtors®

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Blakinger, Byler & Thomas, P.C., 28 Penn Square Lancaster, PA 17603 Phone: 717-509-7211 Fax: 717-299-9529
Amber Pozza

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

1. SELLER'S EXPERTISE

	Yes	No	Unk	N/A
A				
B				
C				

(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: _____

2. OWNERSHIP/OCCUPANCY

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

(A) **Occupancy**

1. When was the Property most recently occupied? _____
2. By how many people? _____
3. Was Seller the most recent occupant?
4. If "no," when did Seller most recently occupy the Property? _____

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

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

(C) When was the Property acquired? _____

(D) List any animals that have lived in the residence(s) or other structures during your ownership: _____

Explain Section 2 (if needed): _____

3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

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

(B) **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 _____

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

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

(E) If "yes," provide the following information:

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

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

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, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular 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.*

4. ROOFS AND ATTIC

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

(A) **Installation**

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

(B) **Repair**

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) **Issues**

1. Has the roof or roofs ever leaked during your ownership?
2. Have there been any other leaks or moisture problems in the attic?
3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

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

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

_____

5. BASEMENTS AND CRAWL SPACES

		Yes	No	Unk	N/A
(A) **Sump Pump**					
1. Does the Property have a sump pit? If "yes," how many? _____	A1				
2. Does the Property have a sump pump? If "yes," how many? _____	A2				
3. If it has a sump pump, has it ever run?	A3				
4 If it has a sump pump, is the sump pump in working order?	A4				
(B) **Water Infiltration**					
1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?	B1				
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?	B2				
3. Are the downspouts or gutters connected to a public sewer system?	B3				

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done: _____

_____

_____

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

		Yes	No	Unk	N/A
(A) **Status**					
1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?	A1				
2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?	A2				
(B) **Treatment**					
1. Is the Property currently under contract by a licensed pest control company?	B1				
2. Are you aware of any termite/pest control reports or treatments for the Property?	B2				

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

_____

_____

7. STRUCTURAL ITEMS

		Yes	No	Unk	N/A
(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?	A				
(B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?	B				
(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)?	C				
(D) **Stucco and Exterior Synthetic Finishing Systems**					
1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?	D1				
2. If "yes," indicate type(s) and location(s) _____	D2				
3. If "yes," provide date(s) installed _____	D3				
(E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?	E				
(F) Are you aware of any defects (including stains) in flooring or floor coverings?	F				

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

_____

8. ADDITIONS/ALTERATIONS

		Yes	No	Unk	N/A
(A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.	A				

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)

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

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

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

	Yes	No	Unk	N/A
(B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain: _____ B				

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 changes 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.*

9. WATER SUPPLY

	Yes	No	Unk	N/A
(A) **Source.** Is the source of your drinking water (check all that apply):				
1. Public A1				
2. A well on the Property A2				
3. Community water A3				
4. A holding tank A4				
5. A cistern A5				
6. A spring A6				
7. Other _____ A7				
8. If no water service, explain: _____				
(B) **General**				
1. When was the water supply last tested? _____ B1				
Test results: _____				
2. Is the water system shared? B2				
If "yes," is there a written agreement? B3				
4. Do you have a softener, filter or other conditioning system? B4				
5. Is the softener, filter or other treatment system leased? From whom? _____ B5				
6. If your drinking water source is not public, is the pumping system in working order? If "no," explain: _____ B6				
(C) **Bypass Valve** (for properties with multiple sources of water)				
1. Does your water source have a bypass valve? C1				
2. If "yes," is the bypass valve working? C2				
(D) **Well**				
1. Has your well ever run dry? D1				
2. Depth of well _____ D2				
3. Gallons per minute: _____, measured on (date) _____ D3				
4. Is there a well that is used for something other than the primary source of drinking water? D4				
If "yes," explain _____				
5. If there is an unused well, is it capped? D5				

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

		Yes	No	Unk	N/A
(E) **Issues**					
1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items?	E1				
2. Have you ever had a problem with your water supply?	E2				

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

_____

10. SEWAGE SYSTEM

		Yes	No	Unk	N/A
(A) **General**					
1. Is the Property served by a sewage system (public, private or community)?	A1				
2. If "no," is it due to unavailability or permit limitations?	A2				
3. When was the sewage system installed (or date of connection, if public)? _____	A3				
4. Name of current service provider, if any: _____	A4				
(B) **Type** Is your Property served by:					
1. Public	B1				
2. Community (non-public)	B2				
3. An individual on-lot sewage disposal system	B3				
4. Other, explain: _____	B4				
(C) **Individual On-lot Sewage Disposal System.** (check all that apply):					
1. Is your sewage system within 100 feet of a well?	C1				
2. Is your sewage system subject to a ten-acre permit exemption?	C2				
3. Does your sewage system include a holding tank?	C3				
4. Does your sewage system include a septic tank?	C4				
5. Does your sewage system include a drainfield?	C5				
6. Does your sewage system include a sandmound?	C6				
7. Does your sewage system include a cesspool?	C7				
8. Is your sewage system shared?	C8				
9. Is your sewage system any other type? Explain: _____	C9				
10. Is your sewage system supported by a backup or alternate system?	C10				
(D) **Tanks and Service**					
1. Are there any metal/steel septic tanks on the Property?	D1				
2. Are there any cement/concrete septic tanks on the Property?	D2				
3. Are there any fiberglass septic tanks on the Property?	D3				
4. Are there any other types of septic tanks on the Property? Explain _____	D4				
5. Where are the septic tanks located? _____	D5				
6. When were the tanks last pumped and by whom? _____ _____	D6				
(E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**					
1. Are you aware of any abandoned septic systems or cesspools on the Property?	E1				
2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?	E2				
(F) **Sewage Pumps**					
1. Are there any sewage pumps located on the Property?	F1				
2. If "yes," where are they located? _____	F2				
3. What type(s) of pump(s)? _____	F3				
4. Are pump(s) in working order?	F4				
5. Who is responsible for maintenance of sewage pumps? _____ _____	F5				
(G) **Issues**					
1. How often is the on-lot sewage disposal system serviced? _____	G1				
2. When was the on-lot sewage disposal system last serviced and by whom? _____ _____	G2				
3. Is any waste water piping not connected to the septic/sewer system?	G3				
4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?	G4				

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Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done: _____

_____

11. PLUMBING SYSTEM

		Yes	No	Unk	N/A
(A) **Material(s).** Are the plumbing materials (check all that apply):					
1. Copper	A1				
2. Galvanized	A2				
3. Lead	A3				
4. PVC	A4				
5. Polybutylene pipe (PB)	A5				
6. Cross-linked polyethyline (PEX)	A6				
7. Other _____	A7				
(B) Are you aware of any past or present problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?	B				

If "yes," explain: _____

_____

12. DOMESTIC WATER HEATING

		Yes	No	Unk	N/A
(A) **Type(s).** Is your water heating (check all that apply):					
1. Electric	A1				
2. Natural gas	A2				
3. Fuel oil	A3				
4. Propane	A4				
If "yes," is the tank owned by Seller?					
5. Solar	A5				
If "yes," is the system owned by Seller?					
6. Geothermal	A6				
7. Other _____	A7				
(B) **System(s)**					
1. How many water heaters are there? _____	B1				
Tanks _____ Tankless _____					
2. When were they installed? _____	B2				
3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?	B3				
(C) Are you aware of any problems with any water heater or related equipment?	C				

If "yes," explain: _____

_____

13. HEATING SYSTEM

		Yes	No	Unk	N/A
(A) **Fuel Type(s).** Is your heating source (check all that apply):					
1. Electric	A1				
2. Natural gas	A2				
3. Fuel oil	A3				
4. Propane	A4				
If "yes," is the tank owned by Seller?					
5. Geothermal	A5				
6. Coal	A6				
7. Wood	A7				
8. Solar shingles or panels	A8				
If "yes," is the system owned by Seller?					
9. Other: _____	A9				
(B) **System Type(s)** (check all that apply):					
1. Forced hot air	B1				
2. Hot water	B2				
3. Heat pump	B3				
4. Electric baseboard	B4				
5. Steam	B5				
6. Radiant flooring	B6				
7. Radiant ceiling	B7				

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		Yes	No	Unk	N/A
8. Pellet stove(s)	B8				
How many and location? _____					
9. Wood stove(s)	B9				
How many and location? _____					
10. Coal stove(s)	B10				
How many and location? _____					
11. Wall-mounted split system(s)	B11				
How many and location? _____					
12. Other: _____	B12				
13. If multiple systems, provide locations _____ _____	B13				
(C) **Status**					
1. Are there any areas of the house that are not heated?	C1				
If "yes," explain: _____					
2. How many heating zones are in the Property? _____	C2				
3. When was each heating system(s) or zone installed? _____	C3				
4. When was the heating system(s) last serviced? _____	C4				
5. Is there an additional and/or backup heating system? If "yes," explain: _____ _____	C5				
6. Is any part of the heating system subject to a lease, financing or other agreement?	C6				
If "yes," explain: _____					
(D) **Fireplaces and Chimneys**					
1. Are there any fireplaces? How many? _____	D1				
2. Are all fireplaces working?	D2				
3. Fireplace types (wood, gas, electric, etc.): _____	D3				
4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?	D4				
5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	D5				
6. How many chimneys? _____	D6				
7. When were they last cleaned? _____	D7				
8. Are the chimneys working? If "no," explain: _____	D8				
(E) **Fuel Tanks**					
1. Are you aware of any heating fuel tank(s) on the Property?	E1				
2. Location(s), including underground tank(s): _____	E2				
3. If you do not own the tank(s), explain: _____	E3				
(F) **Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain:** _____	F				
14. AIR CONDITIONING SYSTEM					
(A) **Type(s).** Is the air conditioning (check all that apply):					
1. Central air	A1				
a. How many air conditioning zones are in the Property? _____	1a				
b. When was each system or zone installed? _____	1b				
c. When was each system last serviced? _____	1c				
2. Wall units	A2				
How many and the location? _____					
3. Window units	A3				
How many? _____					
4. Wall-mounted split units	A4				
How many and the location? _____					
5. Other _____	A5				
6. None	A6				
(B) Are there any areas of the house that are not air conditioned?	B				
If "yes," explain: _____					
(C) **Are you aware of any problems with any item in Section 14? If "yes," explain:** _____ _____	C				

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15. ELECTRICAL SYSTEM

		Yes	No	Unk	N/A
(A) **Type(s)**					
1. Does the electrical system have fuses?	A1				
2. Does the electrical system have circuit breakers?	A2				
3. Is the electrical system solar powered?	A3				
a. If "yes," is it entirely or partially solar powered? _____	3a				
b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain: _____	3b				
(B) What is the system amperage? _____	B				
(C) Are you aware of any knob and tube wiring in the Property?	C				
(D) Are you aware of any problems or repairs needed in the electrical system? If "yes," explain: _____	D				

16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The 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. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

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

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

17. POOLS, SPAS AND HOT TUBS

		Yes	No	Unk	N/A
(A) Is there a swimming pool on the Property? If "yes,":	A				
1. Above-ground or in-ground? _____	A1				
2. Saltwater or chlorine? _____	A2				
3. If heated, what is the heat source? _____	A3				
4. Vinyl-lined, fiberglass or concrete-lined? _____	A4				
5. What is the depth of the swimming pool? _____	A5				
6. Are you aware of any problems with the swimming pool?	A6				
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?	A7				
(B) Is there a spa or hot tub on the Property?	B				
1. Are you aware of any problems with the spa or hot tub?	B1				
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?	B2				

(C) Explain any problems in Section 17: _____

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18. WINDOWS

	Yes	No	Unk	N/A
(A) Have any windows or skylights been replaced during your ownership of the Property? A				
(B) Are you aware of any problems with the windows or skylights? B				

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

_____

19. LAND/SOILS

(A) **Property**

	Yes	No	Unk	N/A
1. Are you aware of any fill or expansive soil on the Property? A1				
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? A2				
3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property? A3				
4. Have you received written notice of sewage sludge being spread on an adjacent property? A4				
5. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property? A5				

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 further information on mine subsidence insurance are available through* Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

(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:

	Yes	No	Unk	N/A
1. Farmland and Forest Land Assessment Act - 72 P.S.§5490.1, et seq. (Clean and Green Program) B1				
2. Open Space Act - 16 P.S. §11941, et seq. B2				
3. Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights) B3				
4. Any other law/program: _____ B4				

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):

	Yes	No	Unk	N/A
1. Timber C1				
2. Coal C2				
3. Oil C3				
4. Natural gas C4				
5. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: C5				

_____

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 19: _____

_____

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

	Yes	No	Unk	N/A
1. Is any part of this Property located in a wetlands area? A1				
2. Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)? A2				
3. Do you maintain flood insurance on this Property? A3				
4. Are you aware of any past or present drainage or flooding problems affecting the Property? A4				
5. Are you aware of any drainage or flooding mitigation on the Property? A5				
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? A6				
7. If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property? A7				

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

_____

(B) **Boundaries**

		Yes	No	Unk	N/A
1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?	B1				
2. Is the Property accessed directly (without crossing any other property) by or from a public road?	B2				
3. Can the Property be accessed from a private road or lane?	B3				
a. If "yes," is there a written right of way, easement or maintenance agreement?	3a				
b. If "yes," has the right of way, easement or maintenance agreement been recorded?	3b				
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?	B4				

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.*

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

_____

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

		Yes	No	Unk	N/A
1. Are you aware of any tests for mold, fungi, or indoor air quality in the Property?	A1				
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the Property?	A2				

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**

		Yes	No	Unk	N/A
1. Are you aware of any tests for radon gas that have been performed in any buildings on the Property?	B1				
2. If "yes," provide test date and results _____	B2				
3. Are you aware of any radon removal system on the Property?	B3				

(C) **Lead Paint**

If the 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 on a separate disclosure form.

		Yes	No	Unk	N/A
1. Are you aware of any lead-based paint or lead-based paint hazards on the Property?	C1				
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?	C2				

(D) **Tanks**

		Yes	No	Unk	N/A
1. Are you aware of any existing underground tanks?	D1				
2. Are you aware of any underground tanks that have been removed or filled?	D2				

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

If "yes," location: _____

(F) **Other**

		Yes	No	Unk	N/A
1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?	F1				
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?	F2				
3. If "yes," have you received written notice regarding such concerns?	F3				
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?	F4				

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

22. MISCELLANEOUS

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

		Yes	No	Unk	N/A
1. Are there any deed restrictions or restrictive covenants that apply to the Property?	A1				
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?	A2				

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	Yes	No	Unk	N/A
3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property? A3				
(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? B1				
2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale? B2				
3. Are you aware of any insurance claims filed relating to the Property during your ownership? B3				
(C) **Legal**				
1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property? C1				
2. Are you aware of any existing or threatened legal action affecting the Property? C2				
(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? D1				

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 report(s).** These inspection reports are for informational purposes only.

Explain any "yes" answers in Section 22: _____

_____

23. 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. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

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