

## CONDITIONS OF SALE

The terms and conditions of the present public sale, held July 18, 2019 (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of GEORGE W. STOLTZFUS and LYDIA J. STOLTZFUS, husband and wife, 754 Gault Road, New Holland, PA 17557 (herein "Seller") the present owner of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold (herein "Premises") is commonly known as 3566 Lincoln Highway East, Kinzers, Paradise Township, Lancaster County, PA and is more particularly described in the legal description marked Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference.

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Patrick Morgan Auction Services, LLC, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser of the Premises at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser") shall immediately thereafter execute and deliver to Seller, the Purchaser's Agreement attached to these Conditions of Sale, and shall pay down Ten (10%) Percent of the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Purchaser acknowledges that the down payment shall be paid to the Seller, and shall not be held in escrow. Checks for the down payment will be deposited the next business day. Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. The Purchaser further acknowledges that the Premises is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

4. **REBIDDING**: If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.

5. **TITLE**: The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim, and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as

provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

6. **SETTLEMENT**: Settlement shall be held at the Law Offices of Kling & Deibler, LLP, 131 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster County on September 16, 2019 (herein "Settlement Date"), or before if Buyer and Seller mutually agree, which time shall be of the essence of this Agreement. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

On or before the tenth (10<sup>th</sup>) day following the Public Sale Date, Purchaser shall engage the services of an attorney and/or title company to prepare all documents to be executed at Settlement and to conduct Settlement.

7. **COSTS**: The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:

(a) Purchaser shall provide and pay:

- (i) All required state and local realty transfer taxes.
- (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
- (iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by the Seller.
- (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
- (v) Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney 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.

(b) Seller shall provide or pay for:

- (i) Acknowledgements to deed.
- (ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.
- (iii) A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the

Premises insurable at regular rates by a title insurance company of Seller's choice licensed to business in the Commonwealth of Pennsylvania.

- (c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

8. **REJECTION OF BIDS**: Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

9. **EMINENT DOMAIN AND EASEMENTS**: The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than this Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement Date, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PREMISES AND FIXTURES**: At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance; damages of any kind occurring after possession of the Premises has been given to the Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; and/or, damages of any kind arising from any taking of the Premises by eminent domain.

By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises 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 Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, 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.

11. **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 Premises AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, 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 Premises. Seller has no knowledge concerning the presence or absence of Radon.

12. **ZONING:** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises 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). If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

13. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including if any, but not limited to:

- (a) Any water softening system;
- (b) Any central air conditioning fixtures and systems;
- (c) Radio and television aerials, masts, and mast and rotor equipment;
- (d) Any gas, electric, heating, plumbing, lighting, or water fixtures and systems;
- (e) Storm doors and windows, screen doors and fitted window screens;
- (f) Any roller or Venetian blinds, curtain and drapery rods and hardware;
- (g) Any laundry tubs, radiator covers, cabinets, awnings, or any other articles permanently affixed to the Premises, except as herein set forth; and
- (h) Any built in cook tops or built in ovens.

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein.

14. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement: None.

15. **FIRE INSURANCE:** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller, or any mortgagee, or other loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

16. **PURCHASERS' DEFAULT:** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller has the option, in addition to all other remedies provided by law or at equity, to exercise any one or more of the following remedies:

- (a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; or
- (b) To resell the Premises, at public or private sale, with or without notice to the Purchaser, and hold the Purchaser liable for the actual loss resulting from such resale, including attorneys' fees and costs incurred by Seller as a result of Purchaser's default. Seller may retain the down money paid hereunder as security for payment of such loss.

17. **1031 EXCHANGE** (If applicable): If Seller desires to effectuate a 1031 tax deferred exchange, Buyer agrees to cooperate with Seller and sign all necessary documents to do so.

18. **USE AND OCCUPANCY.** Purchaser is responsible to obtain and pay for the costs of any desired or required use and occupancy permit and any inspections or certifications required by a governing authority to occupy or settle on the Premises.

19. **SUMMARY OF CONDITIONS:** The Purchaser acknowledged that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, 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 Premises 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 Premises, 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 Premises.

20. **PARTIES BOUND:** These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.

21. **CONSTRUCTION:** All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

22. **ASSIGNMENT:** Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

23. **INTENT**: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement.

24. **AMENDMENT**: 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.

25. **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 these Conditions of Sale 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 these Conditions of Sale, 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.

26. **SEVERABILITY**: If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale 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.

IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

\_\_\_\_\_  
George W. Stoltzfus

\_\_\_\_\_  
Lydia J. Stoltzfus

Sellers forwarding address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

c/o Patrick A. Deibler, Esquire  
Law Firm of Kling & Deibler, LLP  
131 West Main Street  
New Holland, PA 17557  
717-354-7700

## EXHIBIT "A" – LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land situate on the south side of Pennsylvania State Highway SR 0030, Lincoln Highway East, being Lot 1 on the Lot Add-On Plan for Jonathan K. Esh, with the 1½ story block building erected thereon, as recorded Plan Book Volume J237, Page 26, in the Township of Paradise, County of Lancaster, Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

BEGINNING at a point in Pennsylvania State Highway SR 0030, Lincoln Highway East, being the northwesternmost corner of the herein described tract; thence along the same South seventy-five degrees forty-four minutes East (S.75°44'E.) a distance of five hundred fifteen and sixty-five hundredths feet (515.65') to a point; thence along Tract 'A', passing through an iron pin on line 25.27 feet from the last described corner, South twenty-two degrees forty-one minutes West (S.22°41'W.) a distance of ninety-one and twenty hundredths feet (91.20') to an iron pin; thence along property of Amtrack Tax and Insurance Department the two following courses and distances 1) North sixty-seven degrees fifty-five minutes West (N.67°55'W.) a distance of two hundred thirty-five and forty-three hundredths feet (235.43') to an iron pin 2) North sixty-nine degrees fifty-five minutes twenty-five seconds West (N.69°55'25"W.) a distance of two hundred sixty-nine and seventy-six hundredths feet (269.76') to an iron pin; thence continuing along Amtrack Tax and Insurance Department and into Lincoln Highway East North twelve degrees fifty-nine minutes East (N.12°59'E.) a distance of thirty and ninety hundredths feet (30.90') to the place of beginning.

CONTAINING in area twenty-nine thousand eighty hundred seventy-six (29,876) square feet.

**BEING THE SAME PREMISES** which George W. Stoltzfus and Lydia J. Stoltzfus, by Deed dated September 25, 2009 and recorded September 29, 2009 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Instrument No. 5813673, granted and conveyed unto George W. Stoltzfus and Lydia J. Stoltzfus.

**PURCHASER'S AGREEMENT & RECEIPT**

*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 Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.*

The Purchaser agrees to purchase the Premises 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, 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 Premises 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 (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisalment, 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, the Purchasers have executed this Agreement on December 20, 2017, intending to be legally bound hereby.

*Purchaser's*  
*Signature(s):* \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Purchaser's  
Printed Name(s): \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Phone: \_\_\_\_\_ (h) \_\_\_\_\_ (w)

The undersigned acknowledges that Purchaser paid Seller of the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars,  
representing the down payment of ten (10%) percent of the Purchase Price for the purchase of the Premises.

KLING & DEIBLER, LLP

By: \_\_\_\_\_

Patrick A. Deibler,  
Esquire, Attorney for Seller  
Law Firm of Kling & Deibler, LLP  
131 West Main Street, New Holland, PA 17557  
717-354-7700



COMMERCIAL PROPERTY INFORMATION SHEET

CPI

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 PROPERTY 3566 LINCOLN HIGHWAY EAST
2 PARADISE TWP, (KINZERS), PA 17535
3 OWNER GEORGE & LYDIA STOLTZFUß

4 Owner is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties that a
5 buyer may wish to obtain. This Statement is not a warranty of any kind by Owner or a warranty or representation by any listing real estate broker
6 (Agent for Owner), any real estate broker, or their agents.

7 Property Type: [ ] Office [ ] Retail [x] Industrial [ ] Multi-family [ ] Land [ ] Institutional
8 [ ] Hospitality [x] Other: ZONED C-1 COMMERCIAL/RETAIL

10 1. OWNER'S EXPERTISE Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or other areas
11 related to the construction and conditions of the Property and its improvements, except as follows: N/A

13 2. OCCUPANCY Do you, Owner, currently occupy the Property? [ ] Yes [x] No
14 If no, when did you last occupy the Property? 1987? REMAINDER OF TIME BUILDING RENTED

15 3. DESCRIPTION
16 A. Land Area: 515' (ALONG RT 30) X 66.2' X 505.2' (ALONG AMTARK RR)
17 B. Dimensions:
18 C. Shape: PARCEL IS TRIANGULAR
19 D. Building Square Footage: 2086

20 4. PHYSICAL CONDITION
21 A. Age of Property: Additions:
22 B. Roof
23 1. Age of roof(s): [x] Unknown
24 2. Type of roof(s): METAL
25 3. Has the roof been replaced or repaired during your ownership? [ ] Yes [x] No
26 4. Has the roof ever leaked during your ownership? [ ] Yes [x] No
27 5. Do you know of any problems with the roof, gutters, or downspouts? [ ] Yes [x] No
28 Explain any yes answers you give in this section:

31 C. Structural Items, Basements and Crawl Spaces
32 1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? [x] Yes [ ] No
33 2. Does the Property have a sump pump? [ ] Yes [x] No
34 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?
35 [ ] Yes [x] No
36 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or other
37 structural components? [ ] Yes [x] No
38 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and
39 person by whom any repairs were done, if known: DAMPNESS AT BOTTOM OF BASEMENT WALLS
40 AFTER A HARD RAIN

42 D. Mechanical Systems
43 1. Type of heating: [ ] Forced Air [ ] Hot Water [ ] Steam [x] Radiant
44 [ ] Other:
45 2. Type of heating fuel: [ ] Electric [ ] Fuel Oil [ ] Natural Gas [x] Propane (on-site) [ ] Central Plant
46 [ ] Other types of heating systems or combinations:
47
48 3. Are there any chimneys? [x] Yes [ ] No If yes, how many? 1
49 Are they working? [ ] Yes [x] No When were they last cleaned? ?
50 4. List any buildings (or areas in any buildings) that are not heated: BASEMENT & WARE HOUSE
51
52 5. Type of water heater: [x] Electric [ ] Gas [ ] Oil Capacity:
53 [ ] Other:

55 Buyer Initials: CPI Page 1 of 6 Owner Initials: GS

- 56 6. Type of plumbing:  Copper  Galvanized  Lead  PVC  Unknown 56  
 57  Other: \_\_\_\_\_ 57  
 58 7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property?  Yes  No 58  
 59 If yes, explain: \_\_\_\_\_ 59  
 60 \_\_\_\_\_ 60  
 61 8. Type of air conditioning:  Central Electric  Central Gas  ~~Wait~~  None Capacity: \_\_\_\_\_ 61  
 62 List any buildings (or areas of any buildings) that are not air conditioned: WINDOW 62  
 63 \_\_\_\_\_ 63  
 64 9. Type of electric service: 240 AMP  220 Volt  3-phase  1-phase  KVA: \_\_\_\_\_ 64  
 65  Other: \_\_\_\_\_ 65  
 66 Transformers: \_\_\_\_\_ Type: \_\_\_\_\_ 66  
 67 Are you aware of any problems or repairs needed in the electrical system?  Yes  No If yes, explain: \_\_\_\_\_ 67  
 68 \_\_\_\_\_ 68  
 69 10. Are you aware of any problems with any item in this section that has not already been disclosed?  Yes  No 69  
 70 If yes, explain: \_\_\_\_\_ 70  
 71 \_\_\_\_\_ 71  
 72 \_\_\_\_\_ 72

73 E. Site Improvements 73

- 74 1. Are you aware of any problems with storm-water drainage?  Yes  No 74  
 75 2. Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or retaining walls 75  
 76 on the Property?  Yes  No 76  
 77 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the date and 77  
 78 person by whom any repairs were done, if known: \_\_\_\_\_ 78  
 79 \_\_\_\_\_ 79  
 80 \_\_\_\_\_ 80

81 F. Other Equipment 81

- 82 1. Exterior Signs:  Yes  No How many? \_\_\_\_\_ Number Illuminated: \_\_\_\_\_ 82  
 83 2. Elevators:  Yes  No How many? \_\_\_\_\_  Cable  Hydraulic rail 83  
 84 Working order?  Yes  No Certified through (date) \_\_\_\_\_ Date last serviced \_\_\_\_\_ 84  
 85 3. Skylights:  Yes  No How many? \_\_\_\_\_ 85  
 86 4. Overhead Doors:  Yes  No How many? 2 Size: \_\_\_\_\_ 86  
 87 5. Loading Docks:  Yes  No How many? 1 Levelers:  Yes  No 87  
 88 6. At grade doors:  Yes  No How many? \_\_\_\_\_ 88  
 89 7. Are you aware of any problems with the equipment listed in this section?  Yes  No 89  
 90 If yes, explain: \_\_\_\_\_ 90  
 91 \_\_\_\_\_ 91

92 G. Fire Damage 92

- 93 1. To your knowledge, was there ever a fire on the Property?  Yes  No 93  
 94 2. Are you aware of any unrepaired fire damage to the Property and any structures on it?  Yes  No 94  
 95 If yes, explain location and extent of damage: \_\_\_\_\_ 95

96 H. Are you aware of any problems with water and sewer lines servicing the Property?  Yes  No 96

97 If yes, explain: \_\_\_\_\_ 97  
 98 \_\_\_\_\_ 98

99 I. Alarm/Safety Systems 99

- 100 1. Fire:  Yes  No In working order?  Yes  No 100  
 101 If yes, connected to: Fire Department  Yes  No Monitoring Service:  Yes  No 101  
 102 2. Fire extinguishers:  Yes  No 102  
 103 3. Smoke:  Yes  No In working order?  Yes  No 103  
 104 4. Sprinkler:  Yes  No Inspected/certified?  Yes  No 104  
 105  Wet  Dry Flow rate: \_\_\_\_\_ 105  
 106 5. Security:  Yes  No In working order?  Yes  No 106  
 107 If yes, connected to: Police Department:  Yes  No Monitoring Service:  Yes  No 107  
 108 6. Are there any areas of the Property that are not serviced by the systems in this section?  Yes  No 108  
 109 If yes, explain: \_\_\_\_\_ 109  
 110 \_\_\_\_\_ 110

111 5. ENVIRONMENTAL 111

112 A. Soil Conditions 112

- 113 1. Are you aware of any fill or expansive soil on the Property?  Yes  No 113  
 114 If yes, were soil compaction tests done?  Yes  No If yes, by whom? \_\_\_\_\_ 114  
 115 \_\_\_\_\_ 115

- 117 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect 117  
 118 the Property?  Yes  No 118  
 119 3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property? 119  
 120  Yes  No 120

121 Explain any yes answers you give in this section: \_\_\_\_\_ 121  
 122 \_\_\_\_\_ 122  
 123 \_\_\_\_\_ 123

124 B. Hazardous Substances 124

- 125 1. Are you aware of the presence of any of the following on the Property? 125  
 126 Asbestos material:  Yes  No 126  
 127 Formaldehyde gas and/or ureaformaldehyde foam insulation (UFFI):  Yes  No 127  
 128 Discoloring of soil or vegetation:  Yes  No 128  
 129 Oil sheen in wet areas:  Yes  No 129  
 130 Contamination of well or other water supply:  Yes  No 130  
 131 Proximity to current or former waste disposal sites:  Yes  No 131  
 132 Proximity to current or former commercial or industrial facilities:  Yes  No 132  
 133 Proximity to current, proposed, or former mines or gravel pits:  Yes  No 133  
 134 Radon levels at or above 4 picocuries per liter:  Yes  No 134  
 135 Use of lead-based paint:  Yes  No 135

136 Note: If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began, before 136  
 137 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the Property. 137

138 Are you aware of any lead-based paint or lead-based paint hazards on the Property?  Yes  No 138  
 139 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: \_\_\_\_\_ 139  
 140 \_\_\_\_\_ 140

141 Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?  Yes  No 142  
 143 If yes, list all available reports and records: \_\_\_\_\_ 143  
 144 \_\_\_\_\_ 144

- 145 2. To your knowledge, has the Property been tested for any hazardous substances?  Yes  No 146  
 147 3. Are you aware of any storage tanks on the Property?  Yes  No  Aboveground  Underground 147  
 148 Total number of storage tanks on the Property: \_\_\_\_\_ Aboveground \_\_\_\_\_ Underground 148  
 149 Are all storage tanks registered with the Pennsylvania Department of Environmental Protection?  Yes  No 149  
 150 If no, identify any unregistered storage tanks: EMPTY 250 GAL HEATING OIL TANK 150  
 151 Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks?  Yes  No 151  
 152 Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage 152  
 153 tank?  Yes  No 153  
 154 Do methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection sys- 154  
 155 tem, an inventory control system, and a tank testing system?  Yes  No Explain: \_\_\_\_\_ 155  
 156 \_\_\_\_\_ 156

157 Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property? 158  
 159  Yes  No If yes, have you reported the release to and corrective action to any governmental agency?  Yes  No 159  
 160 Explain: \_\_\_\_\_ 160  
 161 \_\_\_\_\_ 161

- 162 4. Do you know of any other environmental concerns that may have an impact on the Property?  Yes  No 163  
 164 Explain any yes answers you give in this section: \_\_\_\_\_ 164  
 165 \_\_\_\_\_ 165

166 C. Wood Infestation 167

- 168 1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the Property?  Yes  No 168  
 169 2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests?  Yes  No 169  
 170 3. Is the Property currently under contract by a licensed pest control company?  Yes  No 170  
 171 4. Are you aware of any termite/pest control reports or treatments for the Property in the last five years?  Yes  No 171

172 Explain any yes answers you give in this section: \_\_\_\_\_ 172  
 173 \_\_\_\_\_ 173

174 D. Natural Hazards/Wetlands 175

- 176 1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area?  Yes  No 176  
 177 2. Do you know of any past or present drainage or flooding problems affecting the Property?  Yes  No 177

179 3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone?  Yes  No 179  
180 Explain any yes answers you give in this section: \_\_\_\_\_ 180  
181 \_\_\_\_\_ 181  
182 \_\_\_\_\_ 182

183 **6. UTILITIES** 183

184 **A. Water** 184

185 1. What is the source of your drinking water?  Public  Community System  Well on Property 185

186  Other: \_\_\_\_\_ 186

187 2. If the Property's source of water is not public: 187

188 When was the water last tested? ? 188

189 What was the result of the test? ? 189

190 Is the pumping system in working order?  Yes  No 190

191 If no, explain: \_\_\_\_\_ 191  
192 \_\_\_\_\_ 192

193 3. Is there a softener, filter, or other purification system?  Yes  No 193

194 If yes, is the system:  Leased  Owned 194

195 4. Are you aware of any problems related to the water service?  Yes  No 195

196 If yes, explain: \_\_\_\_\_ 196  
197 \_\_\_\_\_ 197

198 **B. Sewer/Septic** 198

199 1. What is the type of sewage system?  Public Sewer  Community Sewer  On-site (or Individual) sewage system 199

200 If on-site, what type?  Cesspool  Drainfield  Unknown 200

201  Other (specify): \_\_\_\_\_ 201

202 2. Is there a septic tank on the Property?  Yes  No  Unknown 202

203 If yes, what is the type of tank?  Metal/steel  Cement/concrete  Fiberglass  Unknown 203

204  Other (specify): \_\_\_\_\_ 204

205 3. When was the on-site sewage disposal system last serviced? ? 205

206 4. Is there a sewage pump?  Yes  No 206

207 If yes, is it in working order?  Yes  No 207

208 5. Are you aware of any problems related to the sewage system?  Yes  No 208

209 If yes, explain: \_\_\_\_\_ 209  
210 \_\_\_\_\_ 210

211 **C. Other Utilities** 211

212 1. The Property is serviced by the following:  Natural Gas  Electricity  Telephone 212

213  Other: \_\_\_\_\_ 213

214 **7. TELECOMMUNICATIONS** 214

215 **A.** Is a telephone system included with the sale of the Property?  Yes  No 215

216 If yes, type: \_\_\_\_\_ 216

217 **B.** Are ISDN lines included with the sale of the Property?  Yes  No ? 217

218 **C.** Is the Property equipped with satellite dishes?  Yes  No 218

219 If yes, how many? \_\_\_\_\_ Location: \_\_\_\_\_ 219

220 **D.** Is the Property equipped for cable TV?  Yes  No 220

221 If yes, number of hook-ups: \_\_\_\_\_ Location: \_\_\_\_\_ 221

222 **E.** Are there fiber optics available to the Property?  Yes  No ? Is the building wired for fiber optics?  Yes  No ? 222

223 Does the Property have T1 or other capability?  Yes  No ? 223

224 **8. GOVERNMENTAL ISSUES/ZONING/USE/CODES** 224

225 **A. Compliance, Building Codes & OSHA** 225

226 1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property? 226

227  Yes  No 227

228 2. Do you know of any violations of building codes or municipal ordinances concerning this Property?  Yes  No 228

229 3. Do you know of any health, fire, or safety violations concerning this Property?  Yes  No 229

230 4. Do you know of any OSHA violations concerning this Property?  Yes  No 230

231 5. Do you know of any improvements to the Property that were done without building or other required permits?  Yes  No 231

232 Explain any yes answers you give in this section: \_\_\_\_\_ 232  
233 \_\_\_\_\_ 233  
234 \_\_\_\_\_ 234

235 **B. Condemnation or Street Widening** 235

236 1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thorough- 236

237 fare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects?  Yes  No 237

238 If yes, explain: \_\_\_\_\_ 238  
239 \_\_\_\_\_ 239

240 Buyer Initials: \_\_\_\_\_

Owner Initials: GS AD 240

C. Zoning

- 1. The Property is currently zoned C-2 COMMERCIAL/RETAIL by the  
(county, ZIP) LANCASTER, 17601
  - 2. Current use is:  conforming  non-conforming  permitted by variance  permitted by special exception
  - 3. Do you know of any pending or proposed changes in zoning?  Yes  No
- If yes, explain: \_\_\_\_\_

- D. Is there an occupancy permit for the Property?  Yes  No ?
- E. Is there a Labor and Industry Certificate for the Property?  Yes  No ?  
If yes, Certificate Number is: \_\_\_\_\_
- F. Is the Property a designated historic or archeological site?  Yes  No ?  
If yes, explain: \_\_\_\_\_

9. LEGAL/TITLE ISSUES

- A. Are you aware of any encroachments or boundary line disputes regarding the Property?  Yes  No
  - B. Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property?  Yes  No
  - C. Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official records of the county recorder where the Property is located?  Yes  No
  - D. Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid?  Yes  No
  - E. Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property?  Yes  No
  - F. Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property?  Yes  No
  - G. Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property that cannot be satisfied by the proceeds of this sale?  Yes  No
  - H. Are you aware of any insurance claims filed relating to the property?  Yes  No
- Explain any yes answers you give in this section: \_\_\_\_\_

10. RESIDENTIAL UNITS

- A. Is there a residential dwelling unit located on the Property?  Yes  No If yes, number of residential dwelling units: \_\_\_\_\_  
Note: If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's Property Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.).

11. TENANCY ISSUES

- A. Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property?  Yes  No
  - B. Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not to increase rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)?  Yes  No
  - C. Are there any tenants for whom you do not currently have a security deposit?  Yes  No
  - D. Are there any tenants who have been 5 or more days late with their rent payment more than once this year?  Yes  No
  - E. Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges?  Yes  No
  - F. Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease terms, etc.)?  Yes  No
  - G. Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months?  Yes  No
  - H. Is there any tenant that you would consider evicting or not offering an opportunity for renewal?  Yes  No
  - I. Are you currently involved in any type of dispute with any tenant?  Yes  No
- Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary: \_\_\_\_\_

12. DOMESTIC SUPPORT LIEN LEGISLATION

- A. Has any Owner, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a domestic relations office in any Pennsylvania county?  Yes  No
- If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket number: \_\_\_\_\_

300 13. LAND USE RESTRICTIONS OTHER THAN ZONING

301 A. Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment  
302 Act (72 P.S. §5490.1 et seq.)(Clean and Green Program)?  Yes  No

303 Note: An Owner of Property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in the use  
304 of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale of Property  
305 enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax assessment for  
306 the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in the Clean and  
307 Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount of taxes paid  
308 under the program and the taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are  
309 charged for each year that the Property was enrolled in the program, limited to the past 7 years.

310 B. Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941 et seq.)  
311 (an Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water supply,  
312 or open spaces uses)?  Yes  No

313 Note: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on  
314 an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner  
315 and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants  
316 automatically renew at the end of the covenant period unless specific termination notice procedures are followed. When a breach of  
317 the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the difference in the amount of  
318 taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are charged for each year that  
319 the Property was subject to the covenant, limited to the past 5 years.

320 C. Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green and Open  
321 Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property?  Yes  No

322 Explain any yes answers you give in this section: \_\_\_\_\_  
323 \_\_\_\_\_  
324 \_\_\_\_\_

325 14. SERVICE PROVIDER/CONTRACTOR INFORMATION

326 A. Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g., elevators,  
327 other equipment, pest control). Attach additional sheet if necessary: N/A

331 B. Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g., security  
332 alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary: N/A

336 C. Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water softener, sewage,  
337 on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: \_\_\_\_\_

338 ELECTRIC: PPL 1-800-342-5775  
339 SEWAGE: PARADISE TWP SEWER AUTHORITY 717-768-8222  
340 \_\_\_\_\_

341 The undersigned Owner represents that the information set forth in this document is accurate and complete to the best of Owner's knowl-  
342 edge. Owner permits Broker to share information contained in this document with prospective buyers/tenants and other real estate licensees.  
343 OWNER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Owner will  
344 notify Broker in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the Property  
345 following completion of this form.

346 OWNER George Stoltus DATE 06/27/19  
347 OWNER Byrd of Stoltus DATE 06/27/19  
348 OWNER \_\_\_\_\_ DATE \_\_\_\_\_

349 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
350 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
351 BUYER \_\_\_\_\_ DATE \_\_\_\_\_