

## CONDITIONS OF SALE

The terms and conditions of the present public sale, held July 20, 2023, (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of WILLIAM R. BOYD, JR. AND KAREN L. BOYD REVOCABLE LIVING TRUST, by Trustees, William R. Boyd, Jr. and Karen L. Boyd, (herein "Seller") c/o William R. Boyd, Jr. and Karen L. Boyd, 54 Cepp Road, Perkiomenville, Pennsylvania 18074, the present owner of the Premises as hereinafter set forth.
2. **PREMISES**: The property to be sold (herein "Premises") is commonly known as 54 Cepp Road, Perkiomenville, Lower Frederick Township, Montgomery County, Pennsylvania 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, Kimberly K. Auction, 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 upon the Premises being struck off to the highest bidder at the highest bid plus five percent (5%) of the highest bid to be added as a buyer's premium (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 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 & Fanning, LLP, 131 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster County or Montgomery County, on September 18, 2023, (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. **REAL ESTATE SELLER DISCLOSURE ACT**: The Real Estate Seller Disclosure Law, 68 Pa. C. S. A Sections 7301-7315, exempts the personal representative of a decedent's estate and the trustee of a decedent's trust from the requirement that a seller of residential real estate complete a seller's property disclosure statement. Therefore, no disclosure statement is being provided to the Purchaser.

12. **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 Premises has radon as shown on the attached report 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

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

22. **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.

23. **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.

24. **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.

25. **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.

26. **USE AND OCCUPANCY**. If required by the township, by shall be responsible to obtain and pay for the costs of a use and occupancy permit.

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.

WILLIAM R. BOYD, JR. AND KAREN L. BOYD  
REVOCABLE LIVING TRUST

By: \_\_\_\_\_  
William R. Boyd, Jr., Trustee

BY: \_\_\_\_\_  
Karen L. Boyd, Trustee

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

## EXHIBIT "A" – LEGAL DESCRIPTION

**ALL THAT CERTAIN** lot or piece of ground with the buildings and improvements thereon erected situate in the Township of Lower Frederick, County of Montgomery and Commonwealth of Pennsylvania bounded and described according to a final plan known as CEPP Run made by C Wesley Seitzinger, Professional Land Surveyor, Shillington, PA, dated 1/23/1989 and last revised 4/3/1989 as follows, to wit:

**BEGINNING** at a point on the Southwesterly ultimate right of way line of CEPP Rd (33 feet wide legal right of way – ultimate right of way 60 feet) Which point is measured the two following courses and distances from a point of curve on the Southeasterly ultimate right of way line of Hendricks Road (33 feet wide legal right of way – ultimate right of way 60 feet), (1) on the arc of a circle curving to the right having a radius of 20 feet the arc distance of 31.72 feet and (2) South 45 degrees 46 minutes 30 seconds East 500.00 feet to the point of beginning, thence extending from the said point of beginning Southwesterly ultimate right of way line of CEPP Road the two following courses and distances viz (1) South 45 degrees 56 minutes 30 seconds East (the line passing through the dwelling house erected hereon and a portion of the barn erected hereon) 497.71 feet to a point of curve, and (2) on the arc of a circle curving to the right having a radius of 120 feet the arc distance of 41.80 feet to a point the corner of Lot #5 of said plan; thence extending along lot #5 South 86 degrees 57 minutes 17 seconds West 374.47 feet to a steel pin a corner of Lot #4 on said plan; thence extending along Lot #4 North 45 degrees 56 minutes 30 seconds West 283.77 feet to a point a corner; thence extending North 44 degrees 03 minutes 30 seconds East 281.54 feet to the first mentioned point and place of beginning.

**BEING THE SAME PREMISES** which William R. Boyd, Jr. and Karen L. Boyd, husband and wife, by Deed dated March 18, 2006 and recorded April 21, 2006 in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania, in Instrument No. 2006047053, granted and conveyed unto William R. Boyd, Jr. and Karen L. Boyd, trustees of the William R. Boyd, Jr. and Karen L. Boyd Revocable Living Trust.

**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 appraisal, 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 July 20, 2023, 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 the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, representing the down payment of ten (10%) percent of the Purchase Price for the purchase of the Premises.

KLING, DEIBLER & GLICK, LLP

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



**SELLERS PROPERTY DISCLOSURE STATEMENT**

54 Cepp Road, Perkiomenville, Pennsylvania 18074

A seller must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist the seller in complying with disclosure requirements and to assist the buyer in evaluating the property being considered.

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

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

1. **SELLER'S EXPERTISE:** Seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the Premises and its improvements except as follows:

2. **OCCUPANCY:** Do you, Seller, currently occupy this property?  Yes  No  
If "no", when did you last occupy the property? 6/22/2023

3. **ROOF:**

- (a) Date roof installed: 2022 Documented?  Yes  No  
(b) Has the roof been replaced or repaired during your ownership?  Yes  No  
If yes, were the existing shingles removed?  Yes  No  
(c) Has the roof ever leaked during your ownership?  Yes  No  
(d) Do you know of any problems with the roof gutters or down spouts?  Yes  No  
Explain any "yes" answers that you give in this section:

4. **BASEMENTS AND CRAWL SPACES:** (Complete only if applicable):

- (a) Does the property have a sump pump?  Yes  No  Unknown  
(b) Are you aware of any water leakage, accumulation or dampness within the basement or crawl space?  Yes  No. If "yes", describe in detail: Basement gets wet during heavy rain  
(c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?  Yes  No. If "yes", describe the location, extent, date and name of the person who did the repair or control effort:

5. **TERMITES/WOOD DESTROYING INSECTS, DRYROT, PESTS:**

- (a) Are you aware of any termites/wood destroying insects, dry-rot or pests affecting the property?  Yes  No
- (b) Are you aware of any damage to the property caused by termites/wood destroying insects, dry-rot or pests?  Yes  No
- (c) Is the Premises currently under contract by a licensed pest control company?  Yes  No Last treatment (quarterly service) 5/2023
- (d) Are you aware of any termite/pest control reports or treatments for the property in the last five years?  Yes  No

Explain any "yes" answers that you give in this section:

6. **STRUCTURAL ITEMS:**

- (a) Are you aware of any past or present water leakage in the house or other structures?  Yes  No Basement during heavy rain, leak under bathroom & over dining room
- (b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?  Yes  No
- (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Premises?  Yes  No

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done if known:

7. **ADDITIONS / REMODELS:** Have you made any additions, structural changes, or other alterations to the Premises?  Yes  No If "yes", describe: Master bedroom suite, increase size of den.

8. **WATER AND SEWAGE:**

- (a) What is the source of your drinking water?  Well on Property  Public Water  Community Water System  Other (explain):  
If public, water service provider is \_\_\_\_\_

- (b) If your drinking water source is not public:

When was your water last tested? unknown

What was the result of the test? \_\_\_\_\_

Is the pumping system in working order?  Yes  No. If "no", explain:

There is a UV light on well, serviced yearly by FT Landes

- (c) Do you have a softener, filter or other purification system?  Yes  No  
If yes is the system  Leased  Owned?

- (d) What is the type of sewage system?  Public Sewer  Private Sewer  Septic Tank  Cesspool  Other (explain):

If public, sewage service provider is \_\_\_\_\_

- (e) Is there a sewage pump?  Yes  No.

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

- (f) When was the septic system or cesspool last serviced? 2020

- (g) Is either the water or sewage system shared?  Yes  No. If "yes", explain:

- (h) Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?  Yes  No. If "yes", explain:



9. **PLUMBING SYSTEM:**

(a) Type of plumbing:  Copper  Galvanized  
 Lead  PVC  Unknown  Other (explain):

(b) Are you aware of any problems with any of your plumbing fixtures (e.g. including but not limited to: kitchen, laundry or bathroom fixtures; wet bars; hot water heater; etc.)?  
 Yes  No. If "yes" explain:

10. **HEATING AND AIR CONDITIONING:**

(a) Type of air conditioning:  Central Electric  Central Gas  
 Wall  None. Number of window units included in sale: \_\_\_\_\_

Location of window units included in sale, if any: \_\_\_\_\_

(b) List any areas of the house that are not air-conditioned: Basement/Attic

(c) Type of heating:  Electric  Fuel Oil  Natural Gas  Other (explain):

(d) List any areas of the house that are not heated: Basement/Attic

(e) Type of water heating:  Electric  Gas  Solar  Other (explain): Fuel Oil

(f) Are you aware of any underground fuel tanks on the property?  Yes  No  
If "yes", describe:

(g) Are you aware of any problems with any item in this section?  Yes  No  
If "yes", explain:

11. **ELECTRICAL SYSTEM:**

Are you aware of any problems or repairs needed in the electrical system?  
 Yes  No. If "yes," explain:

12. **OTHER EQUIPMENT & APPLIANCES INCLUDED IN SALE:** (Complete only if applicable)

(a) 2 Electric Garage Door Opener. Number of Transmitters 4

(b)  Smoke Detectors. How many? 4 Locations: Basement 1st flr, 2nd flr. Master bedroom

(c)  Security Alarm System  Owned  Leased.

Lease Information:

(d)  Lawn Sprinkler # \_\_\_\_\_ Automatic Timer

(e)  Swimming Pool  Pool Heater  Spa/Hot Tub

Pool/Spa Equipment (list):

(f)  Refrigerator  Range  Microwave Oven  Dishwasher

Trash Compactor  Garbage Disposal

(g)  Washer  Dryer

(h)  Intercom

(i)  Ceiling fans Number: 2 Location: Den + Master Bedroom

(j) Other: \_\_\_\_\_

Are any items in this section in need of repair or replacement?  
\_\_\_\_\_ Yes \_\_\_\_\_ No  Unknown. If yes, explain:

13. **LAND (SOILS, DRAINAGE, AND BOUNDARIES):**

- (a) Are you aware of any fill or expansive soil on the Premises? \_\_\_\_\_ Yes  No  
(b) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or affect the Premises? \_\_\_\_\_ Yes  No

*Note to Purchaser: The Premises may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 3913 Washington Road, McMurray, PA 15317 (412) 941-7100.*

- (c) Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect this Premises? \_\_\_\_\_ Yes  No  
(d) To your knowledge, is this property, or part of it, located in a flood zone or wetlands area? \_\_\_\_\_ Yes  No  
(e) Do you know of any past or present drainage or flooding problems affecting the property? \_\_\_\_\_ Yes  No  
(f) Do you know of any encroachments, boundary line disputes, or easements? \_\_\_\_\_ Yes  No

*Note to Purchaser: Most properties have easements running across them from 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. Purchasers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records of the Recorder of Deeds Office for the county before entering into an Agreement of Sale.*

- (g) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements? \_\_\_\_\_ Yes  No  
Explain any "yes" answers that you give in this section:

- (h) Are you aware of any sinkholes that have developed on the property? \_\_\_\_\_ Yes  No  
Explain any "yes" answers that you give in this section:

14. **HAZARDOUS SUBSTANCES:**

- (a) Are you aware of any underground tanks or hazardous substances present on the Premises (structure or soil) such as, but not limited to, asbestos, Polychlorinated biphenyls (PCBs), radon, lead paint, Urea Formaldehyde Foam Insulation (UFFI) etc? \_\_\_\_\_ Yes  No  
(b) To your knowledge, has the property been tested for any hazardous substances? \_\_\_\_\_ Yes  No  
(c) Do you know of any other environmental concerns that might impact upon the Premises? \_\_\_\_\_ Yes  No  
Explain any "yes" answers that you give in this section:



15. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS:**  
(Complete only if applicable) Type of Association, if any:  Condominium  
 Cooperative  Homeowners Association  Other

*Notice Regarding Condominiums and Cooperatives: According to Section 3407 of the Uniform Condominium Act [68 Pa.C.S. §3407 (relating to resale of units) and 68 Pa.C.S. §4409 (relating to resale of cooperative interests)], a Buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative. 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.*

16. **STORM WATER FACILITIES**

- (a) Do you know the location and condition of any basin, pond, ditch, drain, swale, culvert, pipe or other manmade feature of the land that temporarily or permanently conveys or manages storm water for the property?  
 Yes  No  Unknown
- (b) If the answer to (a) is yes, is the owner of this property responsible for the ongoing maintenance of the storm water facility?  
 Yes  No  Unknown. If yes, explain:

17. **MISCELLANEOUS:**

- (a) Are you aware of any existing or threatened legal action affecting the property?  
 Yes  No
- (b) Do you know of any violations of federal, state, or local laws or regulations relating to this Premises?  Yes  No
- (c) Are you aware of any public improvement, condominium or homeowner association assessments against the Premises that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected?  
 Yes  No
- (d) Are you aware of any judgment, encumbrance, lien (for example co-maker or equity loan) or other debt against this Premises that cannot be satisfied by the proceeds of this sale?  
 Yes  No
- (e) Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the Premises?  Yes  No
- (f) Are you aware of any material defects to the Premises, dwelling, or fixtures which are not disclosed elsewhere on this form?  Yes  No. A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.
- (g) Do you have trash service that is provided by the township?  Yes  No

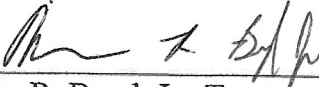
(h) Do you have any other public services that are paid to the township i.e. Street Lights?  
Yes  No

Explain any "yes" answers that you give in this section:

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form that is rendered inaccurate by a change in the condition of the property following the completion of this form.

*Seller's  
Signature(s):*

WILLIAM R. BOYD, JR. AND KAREN L. BOYD  
REVOCABLE LIVING TRUST

By:   
William R. Boyd, Jr., Trustee

BY:   
Karen L. Boyd, Trustee

Date: July 10, 2023

**INFORMATION AND ACKNOWLEDGEMENT  
LEAD-BASED AND/OR LEAD-BASED PAINT HAZARDS**

**LEAD WARNING STATEMENT**

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. Seller of any interest in residential real property is required to provide Purchaser with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE**

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing, as follows:

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to Seller (check one below):

Seller has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**PURCHASER'S ACKNOWLEDGEMENT**

(c) Purchaser has received copies of all information listed above, if any.


(d) Purchaser waives rights to be provided with the pamphlet *Protect Your Family From Lead In Your Home* concerning the dangers of lead poisoning.

(e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

  
\_\_\_\_\_  
Seller Signature

  
\_\_\_\_\_  
Seller Signature



## Exhibit "A"

ALL THAT CERTAIN tract of land with improvements thereon erected situated on the east side of Pinch Road (L.R. 36174) and on the south side of Pennsylvania Turnpike, in the Township of Rapho, Lancaster County, Commonwealth of Pennsylvania, on a plan prepared by Diehm & Sons Surveyors for Frederick-Lynn lot add on plan, recorded July 29, 1987 in Subdivision Plan Book J-155, Page 54, more fully bounded and described as follows:

BEGINNING as a "PK" nail in or near the centerline of Pinch Road (LR 36174), a corner common to land of Glen E. & Anna M. Devonshire, thence along said road North twenty-one degrees twenty-three minutes eighteen seconds West (N 21° 23' 18" W) two hundred three and forty hundredths (203.40) feet to a "PK" nail; thence leaving said road by land of the Pennsylvania Turnpike on a curved line to the left having a radius of five thousand five hundred seventy-two and eighty-two hundredths (5572.82) feet to an arc distance of two hundred thirty-four and eighty-four hundredths (234.84) feet the chord thereof being, North eighty-five degrees thirty-seven minutes three seconds East (N 85° 37' 03" E) two hundred thirty-four and eighty-two hundredths (234.82) feet to a point; thence continuing along said land North eighty-four degrees twenty-six minutes fifty-four seconds East (N 84° 26' 54" E) seventy-two and eighty hundredths (72.80) feet to a point, a corner common to land of Ernest P. and Sandra M. Frederick Jr.; thence along said land and land of Carl A. and Andrea Lynn respectively North forty-three degrees fifty-two minutes fifty-one seconds West (N 43° 52' 51" W) one hundred ninety-three and nineteen hundredths (193.19) feet to a point, a corner common to the aforementioned land owners; thence along land of Carl A. and Andrea Lynn the following three courses and distances (1) North seventeen degrees eighteen minutes ten seconds West (N 17° 18' 10" W) forty-two and eleven hundredths (42.11) feet to a point; (2) North sixty-eight degrees thirty-six minutes forty-two seconds East (N 68° 36' 42" E) one hundred seven and no hundredths (107.00) feet to a point; (3) North seventy-six degrees forty-four minutes thirty seconds East (N 76° 44' 30" E) forty-two and forty three hundredths (42.43) feet to a point a corner also common to land of Glen E. and Anna M. Devonshire; thence along said land the following two courses and distances (1) North twenty-one degrees twenty-three minutes eighteen seconds West (N 21° 23' 18" W) one hundred and no hundredths (100.00) feet to a point; (2) South sixty-eight degrees thirty-six minutes forty-two seconds West (S 68° 36' 42" W) two hundred sixteen and fifty hundredths (216.50) feet to a "PK" nail in or near the centerline of Pinch Road (LR 36174), the point of BEGINNING. CONTAINING 1.4737 acres, more or less. The improvements thereon being known as 3017 Pinch Road, Manheim

UNDER AND SUBJECT TO Covenant & Restrictions, Right of Ways, and Easements as set forth in Plan prepared by Diehm & Sons Surveyors for Frederick-Lynn lot add on plan, recorded July 29, 1987 in Subdivision Plan Book J-155, Page 54.

UNDER AND SUBJECT TO Agreement by and between Carl A. Lynn and Andrea Lynn, and Carroll Sign Company Inc., recorded in Book 2294 Page 23-25.

UNDER AND SUBJECT TO Agreement by and between Carl A. Lynn and Andrea Lynn, and Linda A. Steelman, recorded in Book 2550 Page 367-368.

UNDER AND SUBJECT TO Easement and Lease Agreement by and between F.K.M. Advertising Co., Inc., and Carl A. Lynn and Andrea Lynn, recorded in Book 2290 Page 511-516.

UNDER AND SUBJECT TO Easement by Carl A. Lynn and Andrea Lynn, to Pennsylvania Power & Light Company recorded in Book H 86 Page 411-413.

UNDER AND SUBJECT TO Right-of-Way Agreement recorded in Book O 87 Page 102-104, Y74/544-545 & O 87/105-107.

UNDER AND SUBJECT TO Deed of Right of Way between Ernest P. Frederick, Jr., and Sandra M. Frederick, and Carl A. Lynn and Andrea Lynn, recorded in Book Z 80 Page 369-370.

UNDER AND SUBJECT TO Easement Agreement by and among Carl A. Lynn and Andrea Lynn, Linda A. Steelman, now by marriage, Linda A. Wagner and her husband, John K. Wagner, Jr., and F.K.M. Advertising Co., Inc., recorded in Book 4964 Page 557-562.

BEING Parcel ID No.: 540-32434-0-0000.

BEING known as 3017 Pinch Road.

BEING THE SAME PREMISES which Travis L. Fisher and Alyssa Fisher, husband and wife, by Deed dated even date herewith and intended for immediate recording in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, granted and conveyed unto Travis Lynn Wenger as sole owner.