

Equipment Included in the Sale of 175 Mt. Joy Road

- 1- Bandsaw
- 2- Lathes, One Set-Up for Flywheel Resurfacing
- 1- FL9000 Renegade Automatic Parts Washer
- 1- OTC 55 Ton Press
- 1- 80 Gal. Air Compressor
- 1- 150 Gal. Dual Compressor, Air Compressor
- 1- 80 Gal. Dewalt Newair Compressor
- 2- Gray Tranny Jacks, with Clutch Adapter & Rear End Adapters
- 2- 22 Ton Air Bottle Jacks
- 1- Mac MIG Welder
- 1- Propane Torch Set
- 1- ACT Torch Set
- 2- Hand Parts Washer with Tables
- 1- Yale Forklift
- 1- TCM Forklift
- 2- Drill Presses
- 1- Cutoff Saw
- 1- Milling Machine
- 1- Tire Jack
- 1- Cabinet Sandblaster
- 1- Propane Heater
- 1- New Boiler
- 3- Sets of 11,000 LB Truck Ramps
- Computer(s)
- Fax Machine

Seller Initials

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 1

WPML LISTING # 05/2022 REVISED

SELLER INFORMATION

Seller(s) Name(s): Donna Sperl, Bob Ruch Diesel Inc
Property Address (Mailing Address and Municipality of Property) (hereinafter referred to as the "Property"): 175 Mt Joy Road, Mount Pleasant, PA 15666

Approximate age of Property: 50 yrs Years Seller has owned Property: 14 years

NOTICE TO PARTIES

A Seller must comply with the Seller Disclosure Law and disclose to a Buyer all known material defects about the Property being sold that are not readily observable. This document must be completed by the Seller and each page initialed by the Buyer and Seller following their review.

The Real Estate Seller Disclosure Law requires that before an Agreement of Sale is signed, the Seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. 68. P.S. §7301 et seq. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved.

- 1. Transfers that are the result of a court order.
2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
3. Transfers from a co-owner to one or more other co-owners.
4. Transfers made to a spouse or direct descendant.
5. Transfers between spouses that result from divorce, legal separation, or property settlement.
6. Transfers by a corporation, partnership, or other association to its shareholders, partners, or other equity owners as part of a plan of liquidation.
7. Transfer of a property to be demolished or converted to non-residential use.
8. Transfer of unimproved real property.
9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship, or trust.
10. Transfers of new construction that has never been occupied when:
a. The buyer has a warranty of at least one year covering the construction;
b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling

Except where these exceptions apply, the Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law as they may be amended and is required to make disclosures in accordance with the provisions of the Law. Although there are exceptions to the requirements of the Seller Disclosure Law, certain disclosures may still be required under Common Law.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.

This Statement discloses 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 the West Penn Multi-List, Inc., any listing real estate broker, any selling real estate broker, or their agents.

This form is intended to assist Sellers in complying with the disclosure requirements and/or to assist Buyers in evaluating the property being considered. As such, certain information may be beyond the basic disclosure requirements found in the Law. A Seller who wishes to review the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission.

If an item of information is unknown or not available to Seller and Seller has made an effort to ascertain it, Seller may make a disclosure based on the best information available provided it is identified as a disclosure based on an incomplete factual basis.

A material defect is an issue/problem with the residential real 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 OR PROPERTY. The fact that a structural element, system, or subsystem is near, at, or beyond the normal useful life of such structural element, system, or subsystem is not by itself a material defect. When completing this form, check "yes," "no," "unknown (unk)," or "not applicable (N/A)" for each question. If a question does not apply to the property, "N/A" should be selected. "Unknown (unk)" should only be checked when the question does apply to the property but the Seller is uncertain of the answer.

1. SELLER'S EXPERTISE

Table with 2 columns: Yes, No. Rows a, b, c with corresponding questions about expertise, landlord status, and real estate license.

Explain any "yes" answers in section 1:

2. IDENTITY OF INDIVIDUAL COMPLETING THIS DISCLOSURE

Table with 3 columns: Yes, No, Unk. Rows 1-5 with corresponding questions about the identity of the individual completing the form.

3. OWNERSHIP/OCCUPANCY

Table with 3 columns: Yes, No, Unk. Rows a-g with corresponding questions about occupancy, zoning, and purchase history.

Seller Initials DS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 2

WPML LISTING #
05/2022 REVISED

4. ROOF & ATTIC

	Yes	No	Unk
a			
b	✓		
c		✓	
d		✓	

Explain any "yes" answers by including specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary. Please also provide all available documentation related to the issues with the roof, including repair efforts or problems.

- (a) Date roof was installed: _____ Do you have documentation? _____ Yes _____ No
- (b) Has the roof been replaced, repaired, or overlaid during your ownership?
- (c) Has the roof ever leaked during your ownership?
- (d) Do you know of any current or past problems with the roof, attic, gutters, or downspouts?

5. SUMP PUMPS, BASEMENTS, GARAGES, AND CRAWL SPACES

	Yes	No	Unk	N/A
a		✓		
b		✓		
c		✓		
d		✓		
e		✓		
f		✓		
g		✓		
h		✓		
i		✓		

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted on the lines below, or a more detailed summary may be attached.

- (a) Does the Property have a sump pump, or grinder pump?
- (b) Does the property have a sump pit? If so, how many? _____ Where are they located? _____
- (c) Are you aware of sump pumps ever being required to be used at this property?
- (d) If there is a sump pump at this address, is the sump pump in working order?
- (e) To your knowledge, if there is a sump pump, has the sump pump been required to operate for any length of time?
- (f) Are you aware of any water leakage, accumulation, or dampness within the basement, garage, or crawl space?
- (g) Do you know of any repairs or other attempts to control any water or dampness problem(s) in the basement, garage, or crawl space?
- (h) Are the downspouts or gutters connected to a public system?
- (i) Does the property have a grinder pump? If so, how many? _____ Where are they located? _____

6. TERMITES, WOOD-DESTROYING INSECTS, DRY ROT, PESTS

	Yes	No	Unk
a		✓	
b		✓	
c		✓	
d		✓	

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

- (a) Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the property?
- (b) Are you aware of any damage to the property caused by termites, wood-destroying insects, dry rot, or pests?
- (c) Is the property currently under contract by a licensed pest control company?
- (d) Are you aware of any termite, pest control reports, or treatments to the property?

For purposes of this section, the reference to "pest" is to any insect, rodent, or other creature that has caused damage to, infiltrated and/or threatened to damage the property.

7. STRUCTURAL ITEMS

	Yes	No	Unk
a		✓	
b		✓	
c		✓	
d		✓	
e		✓	
f		✓	
g		✓	
h		✓	
i		✓	

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

- (a) Are you aware of any past or present water leakage in the house or other structure in areas other than the roof, basement, and/or crawl spaces?
- (b) Are you aware of any past or present movement, shifting, infiltration, deterioration, or other problem with walls, foundations, or other structural components?
- (c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the Property?
- (d) Have there been any repairs or other attempts to remedy or control the cause or effect of any defects or conditions described above?
- (e) Are you aware of any problem with the use or operation of the windows?
- (f) Are you aware of defects (including stains) in flooring or floor coverings?
- (g) Has there ever been fire damage to the Property?
- (h) Are you aware of any past or present water or ice damage to the Property?
- (i) Is the property constructed with an exterior insulating finishing system (known as "EIFS"), such as synthetic stucco, dryvit, or other similar material?

If "yes," provide the installation date: _____

Seller Initials

Handwritten initials

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 3

WPML LISTING # 05/2022 REVISED

8. ADDITIONS/REMODELING

Table with columns Yes, No, Unk and handwritten marks.

(a) Have you made any additions, structural changes, or other alterations to the property during your ownership?

Table with 4 columns: If 'yes,' list additions, structural changes, or alterations; Approximate date of work; Were permits obtained?; Were final inspections/approvals obtained (Yes/No/Unknown).

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 et. seq. (effective 2004), and local codes establish standards for building or altering properties.

Table with columns Yes, No, Unk and handwritten marks.

(b) Did you obtain all necessary permits and approvals and was all work in compliance with building codes?

(c) Did any former owners of the Property make any additions, structural changes, or other alterations to the Property?

If 'yes,' please identify the work that was done and indicate whether all necessary permits and approvals were obtained along with compliance with building codes:

9. WATER SUPPLY

Explain any 'yes' answers in this section, including the location and extent of any problem(s) and any repair(s) or remediation efforts, on the lines below:

Table with columns Yes, No, Unk, N/A and handwritten marks.

- (A) Source: 1. Public Water, 2. A well on the property, 3. Community Water, 4. No Water Service (explain), 5. Other (explain); (B) Bypass valve (for properties with multiple water sources); (C) General: 1. Does the property have a water softener, filter, or other type of treatment system? ... 9. If your drinking water source is not public: When was your water last tested? Date

10. SEWAGE SYSTEM

Explain any 'yes' answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

Table with columns Yes, No, Unk, N/A and handwritten marks.

- (A) What is the type of sewage system? 1. Public Sewer, 2. Individual on-lot sewage system, 3. Individual on-lot sewage system in proximity to well, 4. Community sewage disposal system, 5. Ten-acre permit exemption, 6. Holding tank, 7. Cesspool, 8. Septic tank, 9. Sand mound, 10. None, 11. None available/permit limitations in effect, 12. Other. If 'other,' please explain:

Note to Seller and Buyer: If this Property is not serviced by a community sewage system, The Pennsylvania Sewage Facilities Act requires disclosure of this fact and compliance with provisions of the Act. A Sewage Facilities Disclosure of the type of sewage facility must be included in every Agreement of Sale.

Seller Initials

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 4

WPML LISTING #
05/2022 REVISED

10. SEWAGE SYSTEM (continued)

Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, and attach a more detailed summary.

	Yes	No	Unk	N/A
B				
1	✓			
2	✓			
3				
4		✓		
5		✓		

(B) Miscellaneous

1. Is there a sewage pump? _____
2. If there is a sewage pump, is the sewage pump in working order? _____
3. When was the septic system, holding tank, or cesspool last serviced? _____
4. Is the sewage system shared? If "yes," please explain: _____
5. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage-related items? If "yes," please explain: _____

11. PLUMBING SYSTEM

	Yes	No	Unk
A			
1	✓		
2		✓	
3		✓	
4		✓	
5		✓	
6		✓	
7			
B		✓	
1			

(A) Type of plumbing:

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Mixed
7. Other. If "other," please explain: _____

(B) Known problems

1. Are you aware of any problems with any of your plumbing fixtures (including but not limited to: kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.)? If "yes," please explain: _____

12. DOMESTIC WATER HEATING

	Yes	No	Unk
A			
1	✓		
2		✓	
3	✓		
4		✓	
5		✓	
6		✓	
7			
B		✓	
1			
2			✓

(A) Type of water heating:

1. Electric
2. Natural Gas
3. Fuel Oil
4. Propane
5. Solar
6. Summer/Winter Hook-Up
7. Other. If "other," please explain: _____

(B) Known problems and age

1. Are you aware of any problems with any water heater or related equipment? If "yes," please explain: _____
2. If a water heater is present, what is its age? _____

13. AIR CONDITIONING SYSTEM

	Yes	No	Unk
A			
1	✓		
2		✓	
3		✓	
4		✓	
5			
6			
7			
8		✓	

(A) Type of air conditioning:

1. Central electric
2. Central gas
3. Wall Units
4. None
5. Number of window units included in sale: _____ Location(s): _____
6. List any areas of the house that are not air conditioned: _____
7. Age of Central Air Conditioning System: _____ Date last serviced, if known: 4/23

8. Are you aware of any problems with any item in this section? If "yes," explain: _____
Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.

14. HEATING SYSTEM

	Yes	No	Unk
A			
1		✓	
2	✓		
3		✓	
4		✓	
5		✓	
6		✓	
7		✓	
8		✓	
9		✓	
B			
1			
2	✓		
3			
4			

(A) Type(s) of heating fuel(s) (check all that apply):

1. Electric
2. Fuel Oil
3. Natural Gas
4. Propane
5. Coal
6. Wood
7. Pellet
8. Other. If "other," please explain: _____
9. Are you aware of any problems with any item in this section? If "yes," please explain: _____

(B) Type(s) of heating system(s) (check all that apply):

1. Forced Hot Air
2. Hot Water
3. Heat Pump
4. Electric Baseboard

Seller Initials DS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 5

WPML LISTING # 05/2022 REVISED

14. HEATING SYSTEM (continued)

	Yes	No	Unk
5			
6		✓	
7		✓	
C			
D			
E			
F		✓	
1			
2			
3			
G	✓		
1			
2			
H		✓	
1			
2		✓	
I		✓	

- 5. Steam
- 6. Wood Stove (How many? _____)
- 7. Other
- (C) Age of Heating System: _____
- (D) Date last serviced, if known: 9/23
- (E) List any areas of the house that are not heated: _____
- (F) Are there any fireplaces? How many? _____
 - 1. Are all fireplace(s) working?
 - 2. Fireplace types (woodburning, gas, electric, etc.)? _____
 - 3. Were the fireplaces installed by a professional contractor or manufacturer's representative?
- (G) Are there any chimneys (from a fireplace, water heater, or any other heating system)?
 - 1. How many chimney(s)? 1 When were they last cleaned? 2010
 - 2. Are the chimney(s) working? ✓ If "no," explain: _____
- (H) Are you aware of any heating fuel tanks on the Property?
 - 1. If "yes," please describe the location(s), including underground tank(s): _____
 - 2. If you do not own the tank(s), explain: _____
- (I) Are you aware of any problems or repairs needed regarding any item in this section? If "yes," please explain: _____

15. ELECTRICAL SYSTEM

	Yes	No	Unk
A			
1	✓		
2	✓		
3		✓	
4		✓	

- (A) Type of electrical system:
 - 1. Fuses
 - 2. Circuit Breakers - How many amps? _____
 - 3. Are you aware of any knob and tube wiring in the home?
 - 4. Are you aware of any problems or repairs needed in the electrical system? If "yes," please explain: _____

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE):

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

	Yes	No	Unk
A	✓		
1	✓		
B		✓	
1			
C	✓		
1			
D		✓	
E		✓	
1			
2			
F		✓	
1			
2		✓	
G		✓	
1			
2			
3			
4			
5			
6			
7			
H	✓	✓	
1	✓		
I	✓		
J	✓		
K	✓		
L	✓		
M		✓	
N		✓	
O		✓	
P		✓	
Q	✓		
1			

- (A) Electric garage door opener. Number of transmitters: 2
 - 1. Are the transmitters in working order?
- (B) Keyless entry?
 - 1. Is the system in working order?
- (C) Smoke detectors? How many? 6
 - 1. Location of smoke detectors: kitchen, hall, bedroom, laundry room
- (D) Carbon Monoxide and/or other detectors? Identify other types of detectors, if applicable, and their location(s): _____
- (E) Security Alarm system?
 - 1. If "yes," is system owned?
 - 2. Is system leased? If system is leased, please provide lease information: _____
- (F) Lawn sprinkler system?
 - 1. Number of sprinklers: _____ Automatic timer?
 - 2. Is the system in working order?
- (G) Swimming Pool?
 - 1. Is it in ground?
 - 2. Is it out of ground?
 - 3. Other (please explain): _____
 - 4. Pool heater?
 - 5. In working order?
 - 6. Pool cover?
 - 7. List all pool equipment: _____
- (H) Spa/Hot Tub/Whirlpool Tub/Other similar equipment? Explain: _____
 - 1. Are there covers available?
- (I) Refrigerator?
- (J) Range/Oven?
- (K) Microwave?
- (L) Convection Oven?
- (M) Dishwasher?
- (N) Trash Compactor?
- (O) Garbage Disposal?
- (P) Freezer?
- (Q) Are the items in this sections (H) - (P) in working order? If "no," please explain: _____
 - 1. Please also identify the location if these items are not in the kitchen. _____

Seller Initials

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 6

WPML LISTING # 05/2022 REVISED

16. OTHER EQUIPMENT AND APPLIANCES WHICH MAY BE INCLUDED IN SALE (COMPLETE WHERE APPLICABLE) (continued):

	Yes	No	Unk	
R	✓			(R) Washer? 1. Is it in working order?
S	✓			(S) Dryer? 1. Is it in working order?
T		✓		(T) Intercom system? 1. Is it in working order?
U	✓			(U) Ceiling fans? Number of ceiling fans <u>5</u> 1. Are they working order? 2. Location of ceiling fans: <u>living room - 3 bedrooms</u>
V				(V) Awnings?
W	✓			(W) Attic Fan(s)
X	✓			(X) Exhaust Fans?
Y	✓			(Y) Storage Shed?
Z	✓			(Z) Deck?
AA		✓		(AA) Any type of invisible animal fence?
BB		✓		(BB) Satellite dish?
CC				(CC) Describe any equipment, appliance or items not listed above: _____
DD				(DD) Are any items in this section in need of repair or replacement? If "yes," please explain: _____

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES)

	Yes	No	Unk	
A		✓		(A) Are you aware of any fill or expansive soil on the Property?
B		✓		(B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have occurred on or that affect the Property?
C		✓		(C) Are you aware of any existing or proposed mining, strip mining, or any other excavations that might affect this Property?
D		✓		(D) Do you currently have a flood insurance policy on this property?

NOTE TO BUYER: THE PROPERTY MAY BE SUBJECT TO MINE SUBSIDENCE DAMAGE. MAPS OF THE COUNTIES AND MINES WHERE MINE SUBSIDENCE DAMAGE MAY OCCUR AND INFORMATION ON MINE SUBSIDENCE INSURANCE ARE AVAILABLE THROUGH: DEPARTMENT OF ENVIRONMENTAL PROTECTION, MINE SUBSIDENCE INSURANCE FUND, 25 TECHNOLOGY DRIVE, CALIFORNIA TECHNOLOGY PARK, COAL CENTER, PA 15423, 1-800-922-1678 OR 724-769-1100.

	Yes	No	Unk	
E		✓		(E) To your knowledge, is the Property, or part of it, located in a flood zone or wellands area?
F		✓		(F) Do you know of any past or present drainage or flooding problems affecting the Property or adjacent properties?
G		✓		(G) Do you know of encroachments, boundary line disputes, rights of way, or easements?

Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the Property, and the Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the Property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the County before entering into an agreement of sale.

H		✓		(H) Are you aware of any shared or common areas (i.e., driveways, bridges, docks, walls, etc.) or maintenance agreements?
I				(I) Do you have an existing survey of the Property? If "yes," has the survey been made available to the Listing Real Estate Broker?
J	✓			(J) Does the Property abut a public road? If not, is there a recorded right-of-way and maintenance agreement to a public road?
K		✓		(K) Is the Property, or a portion of it, preferentially assessed for tax purposes or subject to limited development rights? If "yes," check all that apply: 1. Farmland and Forest Land Assessment Act - 72 P.S. § 5490.1 et seq. (Clean and Green Program) 2. Open Space Act - 16 P.S. § 11941 et seq. 3. Agricultural Area Security Law - 3 P.S. § 901 et seq. (Development Rights) 4. Other: _____
L		✓		(L) Has the property owner(s) attempted to secure mine subsidence insurance?
M		✓		(M) Has the property owner(s) obtained mine subsidence insurance? Details: _____
N		✓		(N) Are you aware of any sinkholes that have developed on the property?
O		✓		(O) Do you know the location and condition of any basin, pond, ditch, drain, swell, culvert, pipe, or other man-made feature of land that temporarily or permanently conveys or manages stormwater for the property?
P		✓		(P) If the answer to subparagraph (O) above is "yes:" 1. Is the owner of the property responsible for the ongoing maintenance of the stormwater facility? 2. Is the maintenance responsibility with another person or entity?

Seller Initials: DS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 7

WPML LISTING #
05/2022 REVISED

17. LAND (SOILS, DRAINAGE, SINKHOLES, AND BOUNDARIES) (continued)

	Yes	No	Unk
Q		✓	

(Q) If the maintenance responsibility referenced in subparagraph (P) above is with another person or entity, please identify that person or entity by name and address, and also identify any documents the Owner believes establish this maintenance responsibility.

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

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

	Yes	No	Unk	N/A	
A		✓			(A) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)?
B		✓			(B) Are you aware of any past or present hazardous substances present on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs), etc.?
C		✓			(C) Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
D		✓			(D) Are you aware of any tests for mold, fungi, or indoor air quality in the Property?
E		✓			(E) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?
F		✓			(F) Are you aware of any dumping on the Property?
G		✓			(G) Are you aware of the presence of an environmental hazard or biohazard on your property or any adjacent property?
H		✓			(H) Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
	DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE	

	Yes	No	Unk	N/A		WORKING ORDER
		✓				Yes No
I		✓			(I) Are you aware of any radon removal system on the Property? If "yes," list date installed and type of system, and whether it is in working order below:	
	DATE INSTALLED	TYPE OF SYSTEM	PROVIDER			

J		✓			(J) If Property was constructed, or if construction began before 1978, you must disclose any knowledge of lead-based paint on the Property. Are you aware of any lead-based paint or lead-based paint hazards on the Property? 1. If "yes," explain how you know of them, where they are, and the condition of those lead-based paint surfaces:
K		✓			(K) If Property was constructed, or if construction began before 1978, you must disclose any reports or records of lead-based paint or lead based paint hazards on the Property. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? 1. If "yes," list all available reports and records:
L		✓			(L) Are you aware of testing on the Property for any other hazardous substances or environmental concerns?
M		✓			(M) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in this section: _____

Details: _____

Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination, lead-based paint, or other environmental concerns. If mold contamination, indoor air quality, lead-based paint, or any other type of environmental issue is a concern, Buyers are encouraged to engage the services of a qualified professional to do testing. Information on environmental issues is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO: P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE)

	Yes	No	Unk	
A		✓		(A) Please indicate whether the property is part of a:
1		✓		1. Condominium Association
2		✓		2. Cooperative Association
3		✓		3. Homeowners Association or Planned Community
4		✓		4. Other: If "other," please explain: _____

NOTICE TO BUYER: Notice regarding condominiums, cooperatives, and homeowners' associations: According to Section 3407 of the Uniformed Condominium Act (68 Pa.C.S. §3407) (Relating to resales of units) and 68 Pa. C.S. §4409 (Relating to resales of cooperative interests) and Section 5407 of the Uniform Planned Community Act (68 Pa.C.S.A. 5407), a Buyer of a resale Unit must receive a Certificate of Resale issued by the Association. The Buyer will have the option of canceling the Agreement with return of all deposit moneys until the Certificate has been provided to the Buyer and for five days thereafter or until conveyance, whichever occurs first. The Seller must be sure the Buyer receives a Resale Certificate. In addition, a Buyer of a Resale Unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees, or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five (5) days thereafter or until conveyance, whichever occurs first.

Seller Initials DD

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials _____

Page 8

WPML LISTING #
05/2022 REVISED

19. CONDOMINIUM AND OTHER HOMEOWNER ASSOCIATIONS (COMPLETE ONLY IF APPLICABLE) (continued)

B	Yes	No	Unk
1		✓	
2		✓	
3		✓	
4		✓	
5		✓	
6		✓	

- (B) Damages/Fees/Miscellaneous Other
- Do you know of any defect, damage or problem with any common elements or common areas which could affect their value or desirability?
 - Do you know of any condition or claim which may result in an increase in assessments or fees?
 - What are the current fees for the Association(s)? _____
 - Are the Association fees paid: Monthly Quarterly Annually Other
 - Are there any services or systems that the Association or Community is responsible for supporting or maintaining?
 - Is there a capital contribution or initiation fee? If so, how much is said fee? _____

If your answer to any of the above is "yes," please explain each answer: _____

20. MISCELLANEOUS

A	Yes	No	Unk
A		✓	
B		✓	
C		✓	
D		✓	
E		✓	
F		✓	

- Explain any "yes" answers with specific information on the location of the problem/issue and a description of any repair efforts, including a description of the repair(s) and the date(s) the repair(s) were attempted, or attach a more detailed summary.
- Are you aware of any existing or threatened legal action affecting the Property?
 - Do you know of any violations of federal, state, or local laws or regulations relating to this Property?
 - Are you aware of any public improvement, condominium, or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety, or fire ordinances that remain uncorrected?
 - Are you aware of any judgment, encumbrances, lien (for example, comaker or equity loan), or other debt against this Property that cannot be satisfied by the proceeds of this sale?
 - 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 Property?
 - Are you aware of any material defects to the Property, dwelling, or fixtures which are not disclosed elsewhere on this form?

A material defect is an issue/problem with the Property or any portion of it that would have 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 normal useful life of such structural element, system, or subsystem is not by itself a material defect.

G		✓	
H		✓	
I		✓	
J		✓	

- Are you aware if the sale of this property would be subject to the provisions of the Foreign Investment in Real Property Tax Act, 26 U.S.C. §1445, as may be amended, which provides that a Buyer must withhold ten (10%) percent of the amount realized by a foreign Seller from the sale of an interest in U.S. Real Property? If the Seller is a foreign person and the Buyer fails to withhold this amount, the Buyer may be held liable for the tax.
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?
- Are you aware of any insurance claims filed relating to the Property?
- Is there any additional information that you feel you should disclose to a prospective Buyer because it may materially and substantially affect the value or desirability of the Property, e.g. zoning violation, set-back violations, zoning changes, road changes, pending land use appeals, pending municipal improvements, pending tax assessment appeals, etc.?

If any answer in this section is "yes," explain in detail: _____

K		✓	
L		✓	

- Have you ever attempted to obtain insurance of any nature for the property and were rejected?
- Are you aware of a lease of the oil, gas, or mineral rights being agreed to for this particular property?

Explain any "yes" answers by including specific information concerning the lease agreement(s) as well as the lease terms: _____

M		✓	
N		✓	
O		✓	

- Are you aware if any drilling has occurred on this property?
- Are you aware if any drilling is planned for this property?
- Are you aware if any drilling has occurred or is planned to occur on nearby property?

If the answer is "yes" to any of these items, please explain: _____

P	Yes	No	Unk
1		✓	
2		✓	
3		✓	
4		✓	
5		✓	
6			✓

- (P) Are you aware of the transfer, sale, and/or lease of any of the following property rights, whether said transfer was by you or a prior Owner of the property?
- Natural Gas
 - Coal
 - Oil
 - Timber
 - Other minerals or rights such as hunting rights, quarrying rights, or farming rights
 - Have you been approached by an Oil & Gas Company to lease your OGM rights?
If "yes," please provide the name of the company: _____

If the answer is "yes" to any of these items, please explain: _____

Q	✓		
---	---	--	--

- (Q) Does this property currently have access to internet service?
If so, please identify the current internet provider for this property: Armstrong

Seller Initials

DS

WPML SELLER DISCLOSURE STATEMENT

Buyer Initials

Page 9

WPML LISTING # 05/2022 REVISED

Buyer(s) acknowledge their right to investigate any of the rights or issues described within this Seller Disclosure Statement prior to signing or entering into the Agreement of Sale. The Buyer(s) acknowledge they have the option or right to investigate the status of any of the property rights by, among other means, obtaining a title examination of unlimited years, engaging legal counsel, conducting a search of the public records in the County Office of the Recorder of Deeds and elsewhere. Buyer(s) also expressly acknowledge the right to investigate the terms of any existing Leases to determine if the Buyer may be subject to the terms of these Leases.

21. COMPLIANCE WITH REAL ESTATE SELLER DISCLOSURE LAW

In Pennsylvania, a Seller is required to satisfy the requirements of the Real Estate Seller Disclosure Law. These requirements are generally described in the notice found on the first page of this document. This law requires the Seller in a residential transfer of real estate to make certain disclosures regarding the property to potential Buyers. The notice is to be provided in a form defined by law and is required before an agreement of sale is signed. The law defines a residential real estate transfer as a sale, exchange, installment sales contract, lease with an option to buy, grant, or other transfer of an interest in real property where not less than one (1) and not more than four (4) residential dwelling units are involved. In transactions involving a condominium, homeowners association, or cooperative, the disclosure is to specifically refer to the Seller's Unit. Disclosure regarding common areas or facilities within such associations are not specifically required in this Disclosure Statement. However, compliance with the requirements that govern the resale of condominium, homeowner association, and cooperative interests is required as defined by the Uniform Condominium Act of Pennsylvania, the Uniform Planned Community Act of Pennsylvania, and/or the Real Estate Cooperative Act as such Act may be amended.

Seller(s) shall attach additional sheets to this Disclosure Statement if additional space is required for their answer to any section herein and these sheets are considered part of this Disclosure Statement. The undersigned Seller(s) 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 the Listing Broker to provide this information to prospective Buyers of the Property and to other real estate agents. THE SELLER ALONE IS RESPONSIBLE FOR THE COMPLETION AND ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. The Broker, Agent, and/or West Penn Multi-List, Inc. are not responsible for the information contained herein. THE SELLER SHALL CAUSE THE BUYER TO BE NOTIFIED IN WRITING OF ANY INFORMATION SUPPLIED ON THIS FORM WHICH IS RENDERED INACCURATE BY A CHANGE IN THE CONDITION OF THE PROPERTY FOLLOWING THE COMPLETION OF THIS FORM. THE SELLER SHALL PROMPTLY NOTIFY THE BUYER OF ANY SUCH CHANGES IN THE CONDITION OF THE PROPERTY.

West Penn Multi-List, Inc. has not participated, in any way, in providing information in this statement. Seller is responsible to complete this form in its entirety. Every Seller signing a Listing Contract must sign this statement.

SELLER

Donna Sperl
Donna Sperl

DATE

2-28-24

SELLER

Bob Ruch Diesel Inc
Bob Ruch Diesel Inc

DATE

2-28-24

SELLER

DATE

EXECUTOR, ADMINISTRATOR, TRUSTEE, COURT APPOINTED GUARDIAN, RECORDED POWER OF ATTORNEY*

The undersigned has never occupied the Property and lacks the personal knowledge necessary to complete this Disclosure Statement.

DATE

DATE

Please indicate capacity/title of person signing and include documentation.

CORPORATE LISTING

The undersigned has never occupied the Property. Any information contained in this Disclosure Statement was obtained from third-party sources and Buyer should satisfy himself or herself as to the condition of the Property.

DATE

Please indicate capacity/title of person signing and include documentation.

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement and that the representations made herein have solely been made by the Seller(s). The Buyer acknowledges that this statement is not a warranty and that, unless stated otherwise in the sales contract, the Buyer is purchasing this Property in its present condition. It is the Buyer's responsibility to satisfy himself or herself as to the condition of the Property. The Buyer may request that the Property be inspected, at the Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

BUYER

DATE

BUYER

DATE

BUYER

DATE

* The undersigned has never occupied the property and lacks personal knowledge necessary to complete this Seller Disclosure. However, in the event that the individual completing this form does have such knowledge necessary to complete the form, this fact should be disclosed and the form completed. Individuals holding a Power of Attorney must complete this document based upon the Principal's knowledge. If the Principal is unable to complete the form, an Addendum should be completed and attached to explain the circumstances. The holder of the Power of Attorney must disclose defects of which they have knowledge.

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 175 Mt Joy Road, Mount Pleasant, PA 15666

2
3 OWNER Donna Sperl, Bob Ruch Diesel Inc

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

7 Property Type: Office Retail Industrial Multi-family Land Institutional
8 Hospitality Other:

9 1. OWNER'S EXPERTISE Owner does not possess expertise in contracting, engineering, environmental assessment, architecture, or
10 other areas related to the construction and conditions of the Property and its improvements, except as follows: none

11
12 2. OCCUPANCY Do you, Owner, currently occupy the Property? Yes No
13 If no, when did you last occupy the Property?

14 3. DESCRIPTION
15 (A) Land Area:
16 (B) Dimensions:
17 (C) Shape:
18 (D) Building Square Footage:

19 4. PHYSICAL CONDITION
20 (A) Age of Property: 50 Additions:
21 (B) Roof
22 1. Age of roof(s): Unknown
23 2. Type of roof(s): steel
24 3. Has the roof been replaced or repaired during your ownership? Yes No
25 4. Has the roof ever leaked during your ownership? Yes No
26 5. Do you know of any problems with the roof, gutters, or downspouts? Yes No
27 Explain any yes answers you give in this section: Replaced roof in

28
29
30 (C) Structural Items, Basements and Crawl Spaces
31 1. Are you aware of any water leakage, accumulation, or dampness in the building or other structures? Yes No
32 2. Does the Property have a sump pump? Yes No
33 3. Do you know of any repairs or other attempts to control any water or dampness problem in the building or other structures?
34 Yes No
35 4. Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, floors, or
36 other structural components? Yes No
37 Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the problem and the
38 date and person by whom any repairs were done, if known:

39
40
41 (D) Mechanical Systems
42 1. Type of heating: Forced Air Hot Water Steam Radiant
43 Other:
44 2. Type of heating fuel: Electric Fuel Oil Natural Gas Propane (on-site) Central Plant
45 Other types of heating systems or combinations:
46 3. Are there any chimneys? Yes No If yes, how many?
47 Are they working? Yes No When were they last cleaned?
48 4. List any buildings (or are as in any buildings) that are not heated:
49
50 5. Type of water heater: Electric Gas Oil Capacity:
51 Other:

52 Buyer Initials:

CPI Page 1 of 7

Owner Initials: [Signature]



COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2004 10/04

- 53 6. Type of plumbing: Copper Galvanized Lead PVC Unknown
 54 Other: _____
 55 7. Are you aware of any problems with plumbing or heating systems or fixtures on the Property? Yes No
 56 If yes, explain: _____
 57
 58 8. Type of air conditioning: Central Electric Central Gas Wall None Capacity: _____
 59 List any buildings (or areas of any buildings) that are not air conditioned: _____
 60
 61 9. Type of electric service: 200 AMP 220 Volt 3-phase 1-phase KVA: _____
 62 Other: _____
 63 Transformers: _____ Type: _____
 64 Are you aware of any problems or repairs needed in the electrical system? Yes No
 65 If yes, explain: _____
 66 10. Are you aware of any problems with any item in this section that has not already been disclosed? Yes No
 67 If yes, explain: _____
 68
 69

70 (E) Site Improvements

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

78 (F) Other Equipment

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

90 (G) Fire Damage

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

- 94 (H) Are you aware of any problems with water and sewer lines servicing the Property? Yes No
 95 If yes, explain: _____
 96

97 (I) Alarm/Safety Systems

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

109 Buyer Initials: _____

Owner Initials:  _____

110 5. ENVIRONMENTAL

111 (A) Soil Conditions

- 112 1. Are you aware of any fill or expansive soil on the Property? Yes No
- 113 If yes, were soil compaction tests done? Yes No If yes, by whom? _____
- 114 2. Are you aware of any sliding, settling, earthmovement, upheaval, subsidence, or earth stability problems that have
- 115 occurred on or affect the Property? Yes No
- 116 3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property?
- 117 Yes No

118 Explain any yes answers you give in this section: _____

121 (B) Hazardous Substances

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

133 Note: If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction began,

134 before 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on the

135 Property.

136 Are you aware of any lead-based paint or lead-based paint hazards on the Property? Yes No

137 If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____

138 _____

139 Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? Yes No

140 If yes, list all available reports and records: _____

141 _____

- 142 2. To your knowledge, has the Property been tested for any hazardous substances? Yes No
- 143 3. Are you aware of any storage tanks on the Property? Yes No Aboveground Underground
- 144 Total number of storage tanks on the Property: _____ Aboveground _____ Underground
- 145 Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? Yes No
- 146 If no, identify any unregistered storage tanks: _____
- 147 Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Yes No
- 148 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
- 149 tank? Yes No
- 150 Do methods and procedures exist for the operation of tanks and for the operator's/owner's maintenance of a leak
- 151 detection system, an inventory control system, and a tank testing system? Yes No Explain: _____
- 152 _____
- 153 _____
- 154 _____

155 Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Property?

156 Yes No

157 If yes, have you reported the release to and corrective action to any governmental agency? Yes No

158 Explain: _____

159 _____

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

166 Buyer Initials: _____

Owner Initials: 

167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224

(C) Wood Infestation

- 1. Are you aware of any termites/wood-destroying insects, dry rot, or pests affecting the Property? Yes No
 - 2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests? Yes No
 - 3. Is the Property currently under contract by a licensed pest control company? Yes No
 - 4. 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 you give in this section: _____

(D) Natural Hazards/Wetlands

- 1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area? Yes No
 - 2. Do you know of any past or present drainage or flooding problems affecting the Property? Yes No
 - 3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone? Yes No
- Explain any yes answers you give in this section: _____

6. UTILITIES

(A) Water

- 1. What is the source of your drinking water? Public Community System Well on Property
 Other: _____
- 2. If the Property's source of water is not public:
When was the water last tested? _____
What was the result of the test? _____
Is the pumping system in working order? Yes No
If no, explain: _____
- 3. Is there a softener, filter, or other purification system? Yes No
If yes, is the system: Leased Owned
- 4. Are you aware of any problems related to the water service? Yes No
If yes, explain: _____

(B) Sewer/Septic

- 1. What is the type of sewage system? Public Sewer Community Sewer On-site (or Individual) sewage system
If on-site, what type? Cesspool Drainfield Unknown
 Other (specify): separate tank w/ french drains
- 2. Is there a septic tank on the Property? Yes No Unknown
If yes, what is the type of tank? Metal/steel Cement/concrete Fiberglass Unknown
 Other (specify): _____
- 3. When was the on-site sewage disposal system last serviced? _____
- 4. Is there a sewage pump? Yes No
If yes, is it in working order? Yes No
- 5. Are you aware of any problems related to the sewage system? Yes No
If yes, explain: _____

(C) Other Utilities

The Property is serviced by the following: Natural Gas Electricity Telephone
 Other: _____

7. TELECOMMUNICATIONS

- (A) Is a telephone system included with the sale of the Property? Yes No
If yes, type: _____
- (B) Are ISDN lines included with the sale of the Property? Yes No
- (C) Is the Property equipped with satellite dishes? Yes No
If yes, how many? _____
Location: _____
- (D) Is the Property equipped forcable TV? Yes No
If yes, number of hook-ups: _____
Location: _____
- (E) Are there fiber optics available to the Property? Yes No
Does the Property have T1 or other capability? Yes No
Is the building wired for fiber optics? Yes No

Buyer Initials: _____

Owner Initials: [Signature]

225 8. GOVERNMENTAL ISSUES/ZONING/USE/CODES

226 (A) Compliance, Building Codes & OSHA

- 227 1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property? Yes No
- 228
- 229 2. Do you know of any violations of building codes or municipal ordinances concerning this Property? Yes No
- 230 3. Do you know of any health, fire, or safety violations concerning this Property? Yes No
- 231 4. Do you know of any OSHA violations concerning this Property? Yes No
- 232 5. Do you know of any improvements to the Property that were done without building or other required permits? Yes No

233 Explain any yes answers you give in this section: _____
234 _____
235 _____

236 (B) Condemnation or Street Widening

- 237 1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects? Yes No
- 238
- 239 If yes, explain: _____
- 240 _____
- 241 _____

242 (C) Zoning

- 243 1. The Property is currently zoned _____ by the (county, ZIP) Mt Pleasant TWP/WSML 15666
- 244
- 245 2. Current use is: conforming non-conforming permitted by variance permitted by special exception
- 246 3. Do you know of any pending or proposed changes in zoning? Yes No
- 247 If yes, explain: _____
- 248 _____

- 249 (D) Is there an occupancy permit for the Property? Yes No
- 250 (E) Is there a Labor and Industry Certificate for the Property? Yes No

251 If yes, Certificate Number is: _____
252 (F) Is the Property a designated historic or archeological site? Yes No
253 If yes, explain: _____
254 _____

255 9. LEGAL/TITLE ISSUES

- 256 (A) Are you aware of any encroachments or boundary line disputes regarding the Property? Yes No
- 257 (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
- 258 (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
- 259 (D) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain unpaid? Yes No
- 260 (E) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? Yes No
- 261 (F) Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property? Yes No
- 262 (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
- 263 (H) Are you aware of any insurance claims filed relating to the Property? Yes No

264 Explain any yes answers you give in this section: _____
265 _____
266 _____
267 _____
268 _____
269 _____
270 _____
271 _____

272 10. RESIDENTIAL UNITS

- 273 (A) Is there a residential dwelling unit located on the Property? Yes No
- 274 If yes, number of residential dwelling units: _____
- 275 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.).
- 276

277 11. TENANCY ISSUES

- 278 (A) Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property? Yes No
- 279 (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
- 280 (C) Are there any tenants for whom you do not currently have a security deposit? Yes No
- 281 (D) Are there any tenants who have been 5 or more days late with their rent payment more than once this year? Yes No
- 282

283 Buyer Initials: _____ CPI Page 5 of 7 Owner Initials:

- 284 (E) Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? Yes No
285 (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
286 terms, etc.)? Yes No
287 (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?
288 Yes No
289 (H) Is there any tenant that you would consider evicting or not offering an opportunity for renewal? Yes No
290 (I) Are you currently involved in any type of dispute with any tenant? Yes No
291 Explain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary:
292 _____
293 _____
294 _____

295 **12. DOMESTIC SUPPORT LIEN LEGISLATION**

- 296 (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
297 domestic relations office in any Pennsylvania county? Yes No
298 If yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket
299 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
304 in the use of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale
305 of Property enrolled in the Clean and Green Program may result in the loss of program enrollment and the loss of preferential tax
306 assessment for the Property and/or the land of which it is a part and from which it is being separated. Removal from enrollment
307 in the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the
308 amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment.
309 The roll-back taxes are 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.) (an
311 Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water
312 supply, 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
314 space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant
315 between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect
316 (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures
317 are followed. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back
318 tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The
319 roll-back taxes are charged for each year that 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
321 and Open Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property?
322 Yes No

323 Explain any yes answers you give in this section: _____
324 _____
325 _____

326 **14. SERVICE PROVIDER/CONTRACTOR INFORMATION**

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


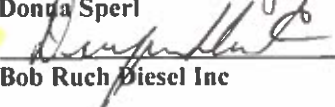
- 331 (B) Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g.,
332 security alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary: _____
333 _____
334 _____

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

342 Buyer Initials: _____

Owner Initials

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

348	OWNER		DATE	<u>2-28-24</u>
		Donna Sperl		
349	OWNER		DATE	<u>2-28-24</u>
		Bob Ruch Diesel Inc		
350	OWNER	_____	DATE	_____
351	BUYER	_____	DATE	_____
352	BUYER	_____	DATE	_____
353	BUYER	_____	DATE	_____

UTILITY INFORMATION SHEET

BERKSHIRE HATHAWAY
HomeServices
The Preferred Realty

© A member of the franchise system of BHI Affiliates, LLC

Property Address: 175 Mt Joy Road, Mount Pleasant, PA 15666

Seller's Name: Donna Sperl, Bob Ruch Diesel Inc

Buyer's Name: _____

Please provide us with the name of the appropriate utility company, along with your average monthly payment/quarterly costs while indicated:

ELECTRIC COMPANY			COST
<input checked="" type="checkbox"/> West Penn Power	800-686-0021	www.firstenergycorp.com	<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Duquesne Light Company	412-393-7100	www.duquesnelight.com	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Allegheny Power	800-255-3443	www.firstenergycorp.com	\$ 300.00
<input type="checkbox"/> Penn Power	800-720-3600	www.firstenergycorp.com	
<input type="checkbox"/> Other:			

GAS COMPANY			COST
<input type="checkbox"/> Columbia Gas Company	888-460-4332	www.columbiagaspa.com	<input type="checkbox"/> Monthly
<input type="checkbox"/> Peoples Gas	800-764-0111	www.peoples-gas.com	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Philips TW Gas and Oil	800-222-5101	www.peopletwp.com	\$
<input type="checkbox"/> National Fuel	800-365-3234	www.nationalfuelgas.com	
<input type="checkbox"/> Equitable Gas	800-654-6335	www.equitablegas.com	
<input checked="" type="checkbox"/> Other:			

WATER COMPANY			COST
<input type="checkbox"/> PA American Water Company	800-565-7292	www.amwater.com	<input type="checkbox"/> Monthly
<input type="checkbox"/> Pittsburgh Water and Sewer Auth.	412-255-2423	www.pgh20.com	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Municipal Auth. of Westmoreland	724-755-5800	www.mawc.org	\$
<input type="checkbox"/> Mt. Lebanon Municipal Office	412-343-3400	www.mtlebanon.org	
<input type="checkbox"/> Cranberry Twp. Sewer and Water	724-776-4806	www.cranberrytownship.org	
<input type="checkbox"/> Fox Chapel Authority	412-963-0212	www.foxchapelwater.com	
<input type="checkbox"/> Oakmont Water Authority County	412-828-7270	www.oakmontwater.com	
<input type="checkbox"/> Sewickley Water Authority	412-741-9180	www.sewickleywater.org	
<input type="checkbox"/> Hampton/Shaler Water Authority	412-486-4867	www.hswa-pa.org	
<input type="checkbox"/> Other:			

CABLE AND INTERNET			COST
<input type="checkbox"/> Comcast	800-934-6489	www.comcast.com	<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Verizon/FIOS	800-837-4966	www.verizon.com	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Direct TV	800-531-5000	www.directtv.com	\$ 271.55
<input type="checkbox"/> Dish Network	800-333-3474	www.dish.com	
<input checked="" type="checkbox"/> Other: Armstrongs			

TELEPHONE			COST
<input checked="" type="checkbox"/> AT&T	800-288-2020	www.att.com	<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Comcast	800-288-2085	www.comcast.com	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Verizon	800-837-4966	www.verizon.com	\$ 77.00
<input type="checkbox"/> Other:			

TRASH COLLECTION COMPANY			COST
<input checked="" type="checkbox"/> Waste Management	800-451-3060	www.wm.com	<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Republic Services	724-887-9400	www.republicservices.com	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Joseph J. Brunner Inc	724-775-6655	www.brunnerdisposal.com	\$ 248.75
<input type="checkbox"/> Other:			

SANITARY AUTHORITY			COST
<input type="checkbox"/> Allegheny County Sanitary Authority	412-776-4810	www.alcosan.org	<input type="checkbox"/> Monthly
<input type="checkbox"/> Cranberry Twp Sewer and Water	724-776-4806	www.cranberrytownship.org	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Pittsburgh Water & Sewer Authority	412-255-2423	www.pgh20.com	\$
<input type="checkbox"/> McCandless Twp Sanitary Authority	412-366-2700	www.mtsaonline.org	
<input type="checkbox"/> Other:			

COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT

PROPERTY ADDRESS 175 Mt Joy Road, Mount Pleasant, PA 15666
OWNER(S)/SELLER(S) Donna Sperl, Bob Ruch Diesel Inc
BUYER(S) _____

This form is not a substitute for the West Penn Multi-List, Inc. (WPML) Seller Disclosure Statement, but rather is a supplement to the disclosure forms required by the Pennsylvania Seller Disclosure Law as may be amended. The WPML is not responsible for the information contained herein. This form is to be completed by Seller and thoroughly reviewed by Buyer, and the bottom of each page should be initialed by both Buyer and Seller following this review. Surface and subsurface rights may be transferred together, but sometimes they are transferred separately. Despite the best intentions of Sellers, property owners are often not aware of the precise extent of the coal, oil, gas and/or mineral interests/rights that they may or may not own. The following has been completed by Seller to indicate Seller's knowledge of and intentions about the coal, oil, gas and/or mineral interests and/or rights for the Property. This form is not a substitute for any inspections or warranties that Buyer may wish to obtain. Buyer has the right and opportunity to obtain a complete mineral/oil and gas title search to verify the chain of title of the mineral/oil and gas rights for the subject Property. The responses provided below are given to the best of Seller's knowledge and may not reflect all coal, oil, gas and/or mineral interests/rights for the Property. The statements contained herein are not a warranty of any kind by Seller or a warranty or representation by any listing real estate broker, any selling real estate broker, their licensees or the WPML. Buyer is advised to conduct a full examination of coal, oil, gas and/or mineral interests/rights for the Property.

1. RESERVATION OF COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS

(A) Seller is reserving the following coal, oil, gas and/or mineral interests/rights as indicated, and such rights are not being transferred to Buyer:

- Coal _____
- Oil _____
- Gas _____
- Minerals _____
- Other _____

This reservation(s) will be executed in its entirety at settlement, unless otherwise indicated.

(B) Seller's reservation does not apply to domestic free gas and surface damage interests/rights, as described herein.

(C) Any warranty of title identified in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that are reserved by Seller. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

2. COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS EXCEPTED

(A) Seller is aware that the following coal, oil, gas, mineral and/or surface rights/interests have been previously leased, sold or otherwise conveyed by Seller or a previous owner of the property (exceptions) as indicated and is not transferring them to Buyer:

- Coal _____
- Oil _____
- Gas _____
- Minerals _____
- Other _____

(B) Buyer acknowledges that Seller's failure to disclose or identify an exception does not establish Buyer is entitled to such interests/rights. It cannot be presumed that Seller's failure to indicate an exception will entitle Buyer to all of those rights/interests. Buyer is advised to conduct a full examination of all coal, oil, gas and/or mineral rights/interests for the Property. Buyer further acknowledges his/her right to obtain a title search and/or to conduct a complete examination of all coal, oil, gas and/or mineral interests/rights for the Property. A typical title search examines transfers made during the previous sixty years and may not specifically research surface or subsurface rights that have been sold or leased by a previous owner. Buyer is advised to ask their title agent about the scope and depth of the title search performed prior to deciding whether to waive or elect a title search contingency pertaining to oil, gas, mineral and/or surface rights.

(C) Buyer acknowledges the warrant of title in the Agreement of Sale does not pertain to the coal, oil, gas and/or mineral interests/rights that have been excepted. Seller will not defend title to these interests/rights and does not covenant that Buyer will have quiet enjoyment of these interests/rights.

(D) Oil, gas and/or mineral rights and interests that have been previously conveyed are commonly transferred numerous times, with or without proper recording or notice, from owner to owner as well as by corporate acquisitions. Buyer understands that any information provided by Seller herein about Seller's knowledge of the excepted rights is only given to the best of Seller's ability and may not be current.

Seller Initials: 

Buyer Initials: _____ / _____

COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT
(continued)

3. (A) Seller owns all or a portion of the following rights/interests (if unknown, state "unknown"):
- Oil _____
 - Gas _____
 - Minerals _____
 - Coal _____
 - Other _____

- (B) Owner of the following rights, if not Seller:
- Oil _____ Unknown _____
 - Gas _____ Unknown _____
 - Minerals _____ Unknown _____
 - Coal _____ Unknown _____
 - Other _____ Unknown _____

- (C) Seller is is not aware of a lease affecting subsurface rights.
If Seller is aware of a lease affecting subsurface rights, does Seller have a copy of the lease(s)? Yes No
- (D) The warranty of title in the Agreement of Sale does not pertain to any oil, gas, and/or mineral rights/interests that will be conveyed, excepted or reserved. Seller will not defend title to these rights/interests and does not covenant that Buyer will have quiet enjoyment of these rights/interests.

4. **SURFACE RIGHTS**

- (A) Surface rights owned by Seller: _____
- (B) Surface rights excepted: _____

5. **SURFACE DAMAGES**

- (A) The parties acknowledge certain rights exist regarding surface damage as described herein. In the event Seller is reserving and retaining coal, oil, gas and/or mineral interests/rights as set forth in Paragraph 1(A) above, then Seller further agrees to convey, assign and/or transfer to Buyer: (i) the exclusive right to receive compensation for any and all damages, which include, but are not limited to, pipeline rights of way, well-pad sites, compressor sites, and standing marketable timber, and (ii) any and all surface consent or surface remediation rights set forth in the applicable coal, oil, gas and/or mineral rights lease, pipeline right-of-way agreement or other surface use agreement pertaining to the Property. Seller hereby agrees to provide a complete copy of the applicable lease upon written receipt of such a demand. A copy of the applicable language of the lease is attached to this Disclosure or will be provided to Buyer within _____ days (10, if not specified).
- (B) 1. Are you entitled to or do you receive surface damages, including pipeline rights-of way, well pad sites, compression sites and standing marketable timber, according to the terms of the current lease? Yes No
2. If known, what limitations are contained in the lease? _____
3. If applicable, is the right to claim surface damages and/or remediation rights transferable to a buyer? Yes No
4. Seller understands that the exclusive right to receive surface damages will be assigned to the buyer of the property unless otherwise stated: _____

6. **DOMESTIC FREE GAS**

- (A) Domestic Free Gas is commonly referred to as a byproduct of the drilling process which can be supplied to a residential structure located on the property where drilling takes place to be used for heating the structure.
- (B) If transferrable, Seller will convey to Buyer 100% of the Domestic Free Gas interests/rights unless otherwise stated herein. Any such restrictions are explained as follows: _____

7. **ASSIGNMENT OF LEASES**

Seller is aware that the following leases of coal, oil, gas and/or mineral interests/rights have been assigned from the original lessee to another entity:

- Coal _____
- Oil _____
- Gas _____
- Minerals _____
- Other _____

Seller Initials:

Buyer Initials: _____ / _____

COAL, OIL, GAS AND/OR MINERAL INTERESTS/RIGHTS DISCLOSURE STATEMENT
(continued)

8. SUPPORTING DOCUMENTATION

- To the best of Seller's knowledge, information and belief, Seller does not have supporting documentation pertaining to any written leases, addenda, surface use agreements, pipeline easements, or other documents relating to prior conveyances, assignments or transfers of the coal, oil, gas and/or mineral interests/rights to the Property.
- If Seller has indicated they do not have supporting documentation, but believe such documents may exist and are aware of the location of same, they should disclose any knowledge of the location of such documents by providing information as to where they believe such documents are located, with designation of the address and contact information, including name, address, phone number and e-mail of the custodian:

- Seller has attached to this Disclosure Statement copies of all written coal, oil, gas and/or mineral rights leases, addenda, surface use agreements, pipeline easements and other documents (i.e. royalty agreements) within Seller's possession having to do with prior conveyances, assignments or transfers of these interests/rights, as follows: _____

9. EASEMENTS & LEGAL ISSUES

- (A) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses, liens, charges, agreements, or other matters, whether recorded or unrecorded, which affect title of the Property? Yes No
- (B) Are you aware of any existing or threatened action, suit, or government proceeding relating to the coal, oil, gas, mineral and/or other rights discussed herein? Yes No
- (C) Are you aware of any insurance claims filed relating to the coal, oil, gas, mineral and/or other rights discussed herein? Yes No
- (D) Are you aware of any apportionment or allocation issues affecting the Property? Yes No
- (E) Because each interest may be transferred separately (e.g., surface rights transferred separately from mineral rights), each parcel might be identified with a separate Tax Identification Number or parcel number.

10. VALUATION

The parties understand that no licensee acting on Seller's behalf is an expert in establishing a value for the subsurface rights to the Property and that the value of coal, oil, gas, and/or minerals can fluctuate. Either party may, at their own expense, hire an expert to appraise the subsurface rights to the Property.

11. ADDITIONAL INFORMATION RELATIVE TO THE SUBJECT INTERESTS/RIGHTS

SELLER *Donna Sperl* **DATE** 2-28-24
SELLER *Bob Ruch Diesel Inc* **DATE** 2-28-24
SELLER _____ **DATE** _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER(S)

The undersigned Buyer(s) acknowledge receipt of this Disclosure and that the representations herein have been made solely by the Seller(s). Buyer(s) further acknowledge the right to request further verification and/or to obtain a detailed title search relative to any of the subject interests/rights. Buyer(s) acknowledge that this Statement is not a warranty and that Buyer is purchasing the Property with only the coal, oil, gas and/or mineral interests/rights that Seller is able and willing to convey. It is Buyer's responsibility to satisfy himself/herself as to the ownership status of the coal, oil, gas and/or mineral interests/rights to the Property. Buyer(s) may investigate the ownership status of the coal, oil, gas and/or mineral interests/rights, at Buyer's expense and by qualified professionals. Buyer(s) may also obtain a title search which specifically includes the chain of title of the mineral/oil and gas rights.

BUYER _____ **DATE** _____
BUYER _____ **DATE** _____
BUYER _____ **DATE** _____

WEST PENN MULTI-LIST, INC. RESIDENTIAL DISCLOSURE FORM FOR
PROPERTIES BUILT PRIOR TO 1978 DISCLOSING INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Rev. 7/2018

PROPERTY ADDRESS: 175 Mt Joy Road, Mount Pleasant, PA 15666

(Complete Street, City and ZIP code)

SELLER'S NAME: Donna Sperl, Bob Ruch Diesel Inc

THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978 AND INITIALED IN EACH BOX BELOW AS APPROPRIATE

A. 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. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase.
NOTICE: The inspection referenced herein must be performed by an inspector who is properly certified as required by Federal Law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

 / (a) Known lead-based paint and/or lead-based paint hazards are present in or about the Property (if so, provide the basis for determining that lead-based paint and/or lead-based hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning the Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property): _____

 / (b) Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

 / (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazard in the Property (list documents): _____

 / (b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

C. AGENT ACKNOWLEDGEMENT AND CERTIFICATION:

Agent/Licensee has informed Seller of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act., 42 U.S. §4852(d), and is aware of Agent's responsibility to ensure such compliance. The Agent/Licensee has informed Seller of the obligation to provide the Buyer with a Federally approved pamphlet on lead poisoning prevention and the approved pamphlet has been presented to the Buyer prior to the Buyer signing the Acknowledgement set forth below.

The following have reviewed the information above and certify that the Agent statements are true and correct to the best of their knowledge and belief. Seller Agent and Buyer Agent must both sign and date this form.

BROKER FOR SELLER (Company Name) BHHS The Preferred Realty
AGENT/LICENSEE Robert Topper Jr & Carolyn Domasky **DATE** 2/27/2014
BROKER FOR BUYER (Company Name) _____
AGENT/LICENSEE _____ **DATE** _____

D. BUYER'S ACKNOWLEDGMENT:

 / Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

 / Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records and reports regarding lead-based paint and/or lead-based paint hazards identified above.

Buyer has (initial (i) or (ii) below):

- (i) _____ received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the premises of lead-based paint and/or lead-based paint hazards; or
- (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

E. CERTIFICATION OF ACCURACY:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Donna Sperl 2/28/14
Seller Donna Sperl Date Buyer Date
Bob Ruch Diesel Inc 2-28-14
Seller Bob Ruch Diesel Inc Date Buyer Date
Robert Topper Jr & Carolyn Domasky 2/27/2014
Agent Robert Topper Jr & Carolyn Date Agent Date

DUAL AGENCY CONSENT AND CONFIRMATION AGREEMENT

(To be signed by Buyer before signing offer and to be signed by Seller before reviewing offer.)

1. Seller and Buyer acknowledge and agree that the purchase agreement they are considering involves representation by a Disclosed Dual Agent. The following information details the roles of the parties regarding Dual Agency.

Note: When the term "DUAL AGENT" is used, it will always mean the Broker (Berkshire Hathaway HomeServices The Preferred Realty) who, by contracts previously entered into, represents the interests of both the Buyer and the Seller in this agreement. The term DUAL AGENT will apply to a Salesperson/Associate Broker only if the same Salesperson/Associate Broker has been previously identified as the Designated Agent to represent the interests of both parties (Buyer and Seller) named in this agreement. If the Designated Agent of the Buyer and the Designated Agent of the Seller are not the same Salesperson/Associate Broker, then the term Dual Agent will apply only to the Broker, and the Buyer and Seller will each continue to be fully represented by their previously identified Designated Agents.

2. Description of Dual Agents' Role: Seller and Buyer acknowledge that, prior to the creation of the Dual Agency, the Agent represented either the Buyer or the Seller. The Agent acted as the Agent of Seller or acted as the Agent of Buyer. In those separate roles, the Agent may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to the Agent. Seller and Buyer agree that the Dual Agent shall not be liable to either party for refusing or failing to disclose information which would harm one party's bargaining position and would benefit the other party. However, this Agreement shall not prevent the Agent from disclosing to Buyer any known material defects in the property or any other matter that must be disclosed by state law and/or regulation. The Agent agrees not to disclose (a) to Buyer information about what price Seller will accept other than the Listing Price, or (b) to Seller information about what price Buyer will pay other than any written offered price. In the event that Seller and Buyer do not enter into an agreement for the purchase of Seller's property by Buyer (the "Purchase Agreement"), or in the event that the Purchase Agreement between Seller and Buyer does not close, the Dual Agency role and this Agreement will be terminated.
3. Description of Seller's and Buyer's Role: Seller and Buyer acknowledge that they are aware of the implication of the Agent's Dual Agency role including the limitation on the Agent's ability to represent Seller or Buyer fully and exclusively. Seller and Buyer have determined that the benefits of entering into a transaction between them with the Agent acting as agent for both of them outweigh such implications. Seller and Buyer understand that they may each seek independent legal counsel in order to assist with any matter relating to a Purchase Agreement or to the transaction which is the subject matter of a Purchase Agreement. Seller and Buyer agree that Agent shall not be liable for any claims, damages, losses, expenses or liabilities arising from the Agent's role as a dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this Agreement and any Purchase Agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.
4. Both Seller and Buyer agree that all "comparable" property information available through the Multiple Listing Service or otherwise, including listed and sold properties, may be disclosed to both Seller and Buyer. Agent will not advise or counsel Seller or Buyer, interpret data, or make recommendations based on this information.
5. Both Parties understand and agree that Broker shall have the right to collect a compensation or fee from the Seller or from the Buyer or both.
6. Both parties are advised to seek competent legal and tax advice with regard to this transaction, and with regard to all documents executed in connection with this transaction including this Dual Agency Consent Agreement.
7. Seller and Buyer recognize and agree that this document does not replace those documents signed earlier, i.e. the Buyer Agency Contract signed by the Buyer on _____, and the Exclusive Right to Sell Listing Agreement signed by the Seller on 2/28/24. However, in any areas where this document contradicts or conflicts with those documents, this Dual Agency Consent Agreement shall supersede. This agreement hereby becomes a part of the attached Purchase Agreement entered into between the parties whose signatures appear below.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT.

Buyer: _____ DATE _____

Buyer: _____ DATE _____

Seller: Donna Sperl DATE 2-28-24
Donna Sperl

Seller: Bob Ruch Diesel Inc DATE 2-28-24
Bob Ruch Diesel Inc



**BERKSHIRE
HATHAWAY**
HomeServices

The Preferred Realty

8/8/18



*** The information on this site is only updated twice each year (late January and late June)***

*** The tax amounts do not in any way represent whether the taxes are paid or delinquent.***

Ownership and Tax Information

Parcel Number:	53-16-00-0-163
Property Location:	MT JOY
Description:	2-GARS
Owner Name:	BOB RUCH DIESEL INC
Deed Book/Page:	1003/3085
Owner Address:	175 MT JOY RD MT PLEASANT PA 15666
School District:	MOUNT PLEASANT
Instrument No:	201009170033085
Number of Acres:	1.24
Land Value:	1,570.00
Improvement Value:	13,700.00
Assessed Value:	15,270.00
Municipality:	MT PLEASANT TWP

Tax Year	Assessed Value	County Tax	Municipal Tax	Municipal Special Tax1	Municipal Special Tax2	Municipal Special Tax3	School Tax	Land Use	Taxable Status	Total Tax
2023	15,270.00	328.15	36.95	0.00	15.27	0.00	1,417.36	COMMERCIAL	TAXABLE	1,797.73
2022	15,270.00	328.15	36.95	0.00	15.27	0.00	1,402.09	COMMERCIAL	TAXABLE	1,782.46
2021	15,270.00	328.15	36.95	0.00	0.00	0.00	1,402.09	COMMERCIAL	TAXABLE	1,767.19
2020	15,270.00	328.15	36.95	0.00	0.00	0.00	1,386.82	COMMERCIAL	TAXABLE	1,751.92
2019	15,270.00	320.52	36.95	0.00	0.00	0.00	1,386.82	COMMERCIAL	TAXABLE	1,744.29
2018	15,270.00	320.52	36.95	0.00	0.00	0.00	1,386.82	COMMERCIAL	TAXABLE	1,744.29
2017	15,270.00	320.52	36.95	0.00	0.00	0.00	1,386.82	COMMERCIAL	TAXABLE	1,744.29
2016	15,270.00	320.52	36.95	0.00	0.00	0.00	1,353.23	COMMERCIAL	TAXABLE	1,710.70

Print current page's data



*** The information on this site is only updated twice each year (late January and late June)***

*** The tax amounts do not in any way represent whether the taxes are paid or delinquent.***

Ownership and Tax Information

Parcel Number:	53-16-00-0-038
Property Location:	MT JOY
Description:	HSE BLDG
Owner Name:	BOB RUCH DIESEL INC
Deed Book/Page:	1003/3085
Owner Address:	175 MT JOY RD MT PLEASANT PA 15666
School District:	MOUNT PLEASANT
Instrument No:	201009170033085
Number of Acres:	1.70
Land Value:	3,440.00
Improvement Value:	51,090.00
Assessed Value:	54,530.00
Municipality:	MT PLEASANT TWP

Tax Year	Assessed Value	County Tax	Municipal Tax	Municipal Special Tax1	Municipal Special Tax2	Municipal Special Tax3	School Tax	Land Use	Taxable Status	Total Tax
2023	54,530.00	1,171.85	131.96	0.00	54.53	0.00	5,061.47	RESIDENTIAL	TAXABLE	6,419.81
2022	54,530.00	1,171.85	131.96	0.00	54.53	0.00	5,006.94	RESIDENTIAL	TAXABLE	6,365.28
2021	54,530.00	1,171.85	131.96	0.00	0.00	0.00	5,006.94	RESIDENTIAL	TAXABLE	6,310.75
2020	54,530.00	1,171.85	131.96	0.00	0.00	0.00	4,952.41	RESIDENTIAL	TAXABLE	6,256.22
2019	54,530.00	1,144.58	131.96	0.00	0.00	0.00	4,952.41	RESIDENTIAL	TAXABLE	6,228.95
2018	54,530.00	1,144.58	131.96	0.00	0.00	0.00	4,952.41	RESIDENTIAL	TAXABLE	6,228.95
2017	54,530.00	1,144.58	131.96	0.00	0.00	0.00	4,952.41	RESIDENTIAL	TAXABLE	6,228.95
2016	54,530.00	1,144.58	131.96	0.00	0.00	0.00	4,832.45	RESIDENTIAL	TAXABLE	6,108.99

- Print current page's data



[home](#) | [e-services](#) | [Real Property](#)



You Are Here: [homepage](#) > [e-services](#) > [Real Property Search](#) > [SearchResults](#) > [Assessor Info](#)

*** The information on this site is only updated twice each year (late January and late June)***

*** The tax amounts do not in any way represent whether the taxes are paid or delinquent.***

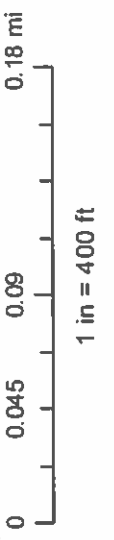
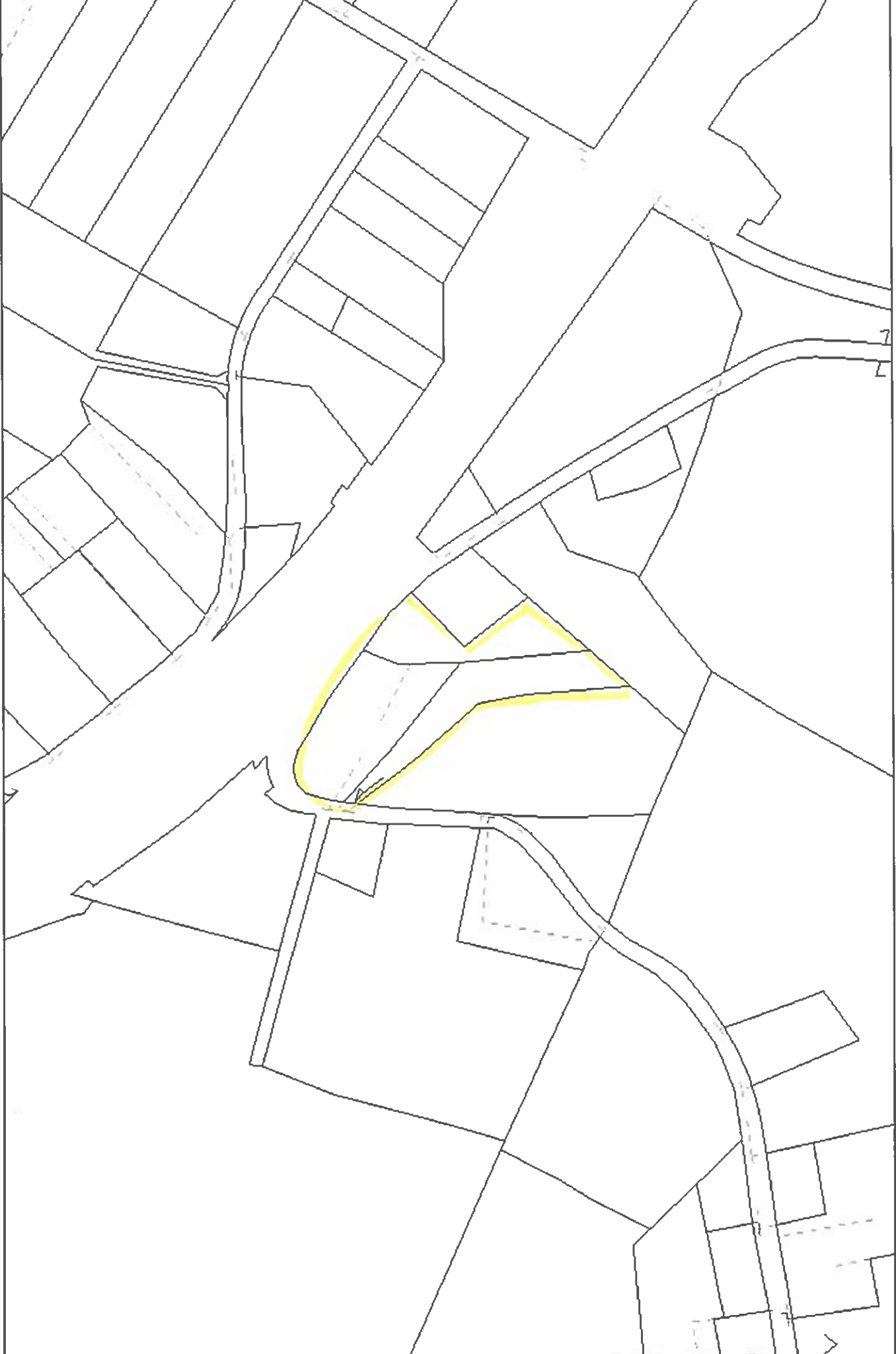
Ownership and Tax Information

Parcel Number:	53-16-00-0-039
Property Location:	T 815
Description:	PCL A RUCH PLAN NO 1 161.21 X 181.29 X IR
Owner Name:	BOB RUCH DIESEL INC
Deed Book/Page:	1003/3085
Owner Address:	175 MT JOY RD MT PLEASANT PA 15666
School District:	MOUNT PLEASANT
Instrument No:	201009170033085
Number of Acres:	0.00
Land Value:	1,400.00
Improvement Value:	0.00
Assessed Value:	1,400.00
Municipality:	MT PLEASANT TWP

Tax Year	Assessed Value	County Tax	Municipal Tax	Municipal Special Tax1	Municipal Special Tax2	Municipal Special Tax3	School Tax	Land Use	Taxable Status	Total Tax
2024	1,400.00	39.87	3.39	0.00	1.40	0.00	0.00	RESIDENTIAL	TAXABLE	174.61
2023	1,400.00	30.09	3.39	0.00	1.40	0.00	129.95	RESIDENTIAL	TAXABLE	164.83
2022	1,400.00	30.09	3.39	0.00	1.40	0.00	128.55	RESIDENTIAL	TAXABLE	163.43
2021	1,400.00	30.09	3.39	0.00	0.00	0.00	128.55	RESIDENTIAL	TAXABLE	162.03
2020	1,400.00	30.09	3.39	0.00	0.00	0.00	127.15	RESIDENTIAL	TAXABLE	160.63
2019	1,400.00	29.39	3.39	0.00	0.00	0.00	127.15	RESIDENTIAL	TAXABLE	159.93
2018	1,400.00	29.39	3.39	0.00	0.00	0.00	127.15	RESIDENTIAL	TAXABLE	159.93
2017	1,400.00	29.39	3.39	0.00	0.00	0.00	127.15	RESIDENTIAL	TAXABLE	159.93
2016	1,400.00	29.39	3.39	0.00	0.00	0.00	124.07	RESIDENTIAL	TAXABLE	156.85

- Print current page's data

175 Mt Joy Road 3 Parcels



Date: 2/26/2024

Not to be substituted as a survey.
To be used for taxing purpose only.



Instr: 201009170033085 09/17/2010
P 1 of 7 F: \$88.00 9:36AM
Tom Murphy T20100064638
Westmoreland County RecorderC

DEED



I hereby CERTIFY
that this document is
recorded in the
RECORDER'S OFFICE
of Westmoreland County
Pennsylvania

Tom Murphy
Tom Murphy • Recorder of Deeds

THIS INDENTURE

MADE THE 16th day of September, in the year of our Lord, Two Thousand, Ten, 2010

By and between **DONNA SPERL**, Executrix under the Last Will and Testament of Kathryn M. Ruch, a/k/a Kathy Ruch, a/k/a Kathryn May Ruch, Deceased, late of Mt. Pleasant Township, Westmoreland County, Pennsylvania,

GRANTORS,

A
N
D

BOB RUCH DIESEL, INC., a corporation having its principal place of business in Mt. Pleasant Township, Westmoreland County, Pennsylvania,

GRANTEE.

WHEREAS, the said Kathryn M. Ruch, a/k/a Kathy Ruch, a/k/a Kathryn May Ruch, was vested in her lifetime with title to premises hereinafter described, situate in Mt. Pleasant Township, Westmoreland County, Pennsylvania; and

WHEREAS, the said Kathryn M. Ruch, a/k/a Kathy Ruch, a/k/a Kathryn May Ruch, died testate on June 10, 2010, and her Last Will and Testament was duly probated in the Register of Wills Office in the County of Westmoreland, Pennsylvania; and

WHEREAS, the said real estate herein described was specifically devised, and the said Donna Sperl qualified as Executrix of the Last Will and Testament.

NOW, THEREFORE, This Indenture Witnesseth, the said Donna Sperl, Executrix, as aforesaid, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, lawful money of the United States, to her in hand paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released and confirmed, and by these presents by virtue of the power and authority in her vested by the Probate, Estates and Fiduciaries Code of the Commonwealth of Pennsylvania, does grant, bargain, sell, alien, release and confirm unto the said Grantee, its successors and assigns,

PARCEL ONE: ALL that certain piece or parcel of land lying and situate in Mt. Pleasant Township, Westmoreland County, Pennsylvania, being known and designated as Parcel A in the Ruch Plan No. 1 as the same is recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, as Instrument No. 200312230100237 and being more particularly bounded and described as follows:

BEGINNING at a point on the southerly right of way line of T.R. 407 where the same is intersected by the line of lands to be herein conveyed and line of other lands of Ruch; thence along the southerly line of T.R. 407, South 47 deg. 35' 20" East, a distance of 161.21 feet to a pin; thence along the dividing line of Parcel A and Lot 101 in said Subdivision, South 46 deg. 16' 00" West, a distance of 181.29 feet to a pin; thence continuing along the same, South 36 deg. 56' 49" East, a distance of 193.35 feet to a pin on the line of lands now or formerly of Woods; thence along line of lands now or formerly of Woods, South 46 deg. 16' 00" West, a distance of 165.64 feet to a three foot black oak; thence along line of Lot No. 201 in the Hanna Plan No. 2, North 05 deg. 12' 00" West, a distance of 312.60 feet to a pin; thence North 06 deg. 17' 00" East, a distance of 152.80 feet to a pin; thence North 34 deg. 08' 00" East, a distance of 48.19 feet to the southerly right of way line of T.R. 407, the place of beginning.

CONTAINING an area of 0.9303 acres as per survey and subdivision above mentioned.

TAX MAP PARCEL NO. 53-16-00-0-039.

BEING part of the same piece or parcel of land the title to which became vested in the Grantors herein by Deed dated August 23, 2003 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania as Instrument No. 200311060090269.

PARCEL SECOND: ALL that certain piece, parcel or tract of land situate in the Township of Mount Pleasant, County of Westmoreland and Commonwealth of Pennsylvania, being known as Lot No. 1 in a Plan of Lots known as the Hanna Plan as recorded in the Office of the Recorder of Deeds in and for said County of Westmoreland in Plan Book Volume 87, Page 491 which said Lot is more particularly bounded and described as follows:

BEGINNING at a point in the center line of a public road known as Township Road 814 at corner common to land hereby conveyed and other land of the Grantees herein; thence leaving said Township Road and along line of other land of the Grantees herein, South 53 deg. 20' East 389.50 feet to a point at corner common to land hereby conveyed other land of the Grantees herein, and land now or formerly of Bartley M. Abbato; thence along line of land now or formerly of Bartley M. Abbato the following courses and distances: South 6 deg. 17' West, 117.30 feet to a point; thence South 5 deg. 12' East 32.70 feet to a point at corner common to land hereby conveyed, land now or formerly of Hartley M. Abbato and other land of Grantors herein of which the land hereby conveyed was a part; thence through other land of Grantors herein of which the land hereby conveyed as a part, North 40 deg. 39' 20" West, 470.71 feet to a point in the center line of public road first above mentioned; thence along the center line of said public road, North 9 deg. 30' East 25.00 feet to a point, the place of beginning.

CONTAINING 0.6562 of an acre in accordance with a Plan of Lots prepared by John Joseph Cenker, Jr., Registered Surveyor dated February 19, 1982.

UNDER AND SUBJECT to such exceptions, reservations, conditions, easements, rights of way and covenants as may have been excepted, reserved, granted or conveyed by predecessors in title by instruments of record insofar as they may affect the premises hereby conveyed.

PART OF TAX MAP PARCEL NO. 53-16-00-0-163.

BEING the same piece or parcel of land the title to which became vested in the Grantors herein by Deed dated September 30, 2004 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, as Instrument No. 200410280063820.

PARCEL THIRD: ALL that certain piece, parcel or tract of land lying and situate in the Township of Mount Pleasant, County of Westmoreland and Commonwealth of Pennsylvania, being known as Lot No. 201 in the Hanna Plan of Subdivision No. 2 as recorded in the Office of the Recorder of Deeds of Westmoreland County in Plan Book Volume 89, Page 1504, bounded and described as follows:

BEGINNING at a point in a public road known as Township Road 814 at corner common to land hereby conveyed and other land of Grantors herein referred to as Lot No. 202; thence along in said public road North 10 deg. 59' 20" East 25.50 feet to a point at corner common to land hereby conveyed and other land of the Grantees herein; thence leaving said public road and along line of other land of the Grantees herein, South 40 deg. 39' 20" East, 470.71 feet to a point marked by an iron pin at corner common to land hereby conveyed, other land of the Grantees herein and land now or formerly of Abbatoy; thence along line of land hereby conveyed, land now or formerly of Abbatoy and land now or formerly of Trout; thence along line of land now or formerly of Trout, South 46 deg. 54' 50" West, 126.70 feet to a point marked by an iron pin at corner common to land hereby conveyed, land now or formerly of Trout and other land of Grantors herein of which the land hereby conveyed was a part; thence along line of other land of Grantors herein of which the land hereby conveyed was a part, the following two (2) courses and distances: North 5 deg. 12' 00" West 362.48 feet to a point marked by an iron pin; thence North 32 deg. 09' 50" West 397.34 feet to a point, the place of beginning.

CONTAINING an area of 1.2420 acre in accordance with a survey of John Cenknner, Jr., Registered Surveyor dated December 30, 1987.

EXCEPTING AND RESERVING all prior exceptions, reservations, conveyance or easements of record or apparent from an inspection of the premises.

PART OF TAX MAP PARCEL NO. 53-16-00-0-163.

BEING the same piece or parcel of land the title to which became vested in the Grantors herein by Deed dated September 30, 2004 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, as Instrument No. 200410280063819.

PARCEL FOURTH: ALL that certain piece, parcel or tract of land situate in the Township of Mount Pleasant, County of Westmoreland and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point in the center of Township Road No. 407, leading to PA. Route No. 982 at Laurelville, at the line of property now or formerly of Bartley Abbatoy, et. ux.; thence along the line of said property now or formerly of Bartley Abbatoy, et. ux South 36, deg. 11' West 129.3 feet to a point; thence further along the same, South 6 deg. 17' West, 35.5 feet to a point on the line of property now or formerly of Elias D. Hanna, et. ux; thence along the line of said property now or formerly of Elias D. Hanna, et. ux., North 53 deg. 20' West 389.5 feet to a point on the center line of Township Road No. 814; thence along the center line of Township Road No. 814 North 16 deg. 08' East 72 feet to a point; thence further along the center line of said Township Road by a line

curving to the right having an arc radius of 100 feet an arc distance of 232.3 feet to a point where the center line of said Township Road No. 814 joins with Township Road No. 407; thence along the center line of Township Road No. 407 South 42 deg. 10' East 282.64 feet to a point at the line of property now or formerly of Bartley Abbatoy, et. ux, the place of beginning.

EXCEPTING AND RESERVING thereout and therefrom a parcel of land situate in Mt. Pleasant Township, Westmoreland County, Pennsylvania conveyed by Robert D. Ruch and Kathryn Ruch, his wife, to Pennsylvania Turnpike Commission by Deed dated June 6, 1980 and recorded in Westmoreland County in Deed Book Volume 2357, Page 792.

TAX MAP PARCEL NO. 53-16-00-0-038.

BEING the same piece or parcel of land the title to which became vested in the Grantors herein by Deed dated September 30, 2004 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania as Instrument No. 200410280063818.

EXCEPTING AND RESERVING all prior exceptions, reservations, conveyances or easements of record or apparent from an inspection of the premises.

PURSUANT TO SECTION 405 OF THE SOLID WASTE MANAGEMENT ACT OF 1980, THE GRANTOR(S) HEREBY STATE(S) THAT HE/SHE/THEY/IT HAS/HAVE NO KNOWLEDGE OF ANY HAZARDOUS WASTE WHICH IS PRESENTLY BEING DISPOSED OF OR HAS EVER BEEN DISPOSED OF ON THE ABOVE DESCRIBED LAND OR ANY PART THEREOF.

TO HAVE AND TO HOLD the said messuage or tenement and tract of land, hereditaments and premises hereby granted and released or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

TOGETHER with all and singular, the said property, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the Grantor in law, equity or otherwise howsoever of, in and to the same and every part thereof.

AND the said Grantor, her heirs, executors and administrators does by these presents covenant, grant, promise and agree to and with the Grantee, its successors and assigns, that the Grantor has not done, committed any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

UPI 53-04260-00000

MAP 63 16 00 38

2

UPI 53-00001-00000

MAP 63 16 00 39

2

UPI 53-04261-00000

MAP 63 16 00 163


2

Instr 201009170033085 09/17/2010
P. 4 of 7 F. \$89.00 9:36AM
Tom Murphy T2010064638
Westmoreland County RecorderC

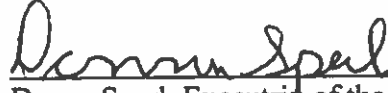
IN WITNESS WHEREOF, Donna Sperl, Executrix of the Estate of Kathryn M. Ruch, a/k/a Kathy Ruch, a/k/a Kathryn May Ruch, Deceased, Grantor herein, has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:


Instr: 201009170033085 09/17/2010
P 5 of 7 F: \$88.00 9:36AM
Tom Murphy T20100064638
Westmoreland County RecorderC

Grantor:

 [SEAL]
Donna Sperl, Executrix of the Estate of
Kathryn M. Ruch, a/k/a Kathy Ruch, a/k/a
Kathryn May Ruch, deceased

NOTICE - THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended)

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned Grantee/Grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is printed in twelve point type preceded by the word "notice" printed in larger bold type.

IN WITNESS WHEREOF, the Grantee has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness:

, Secretary

Grantee:

BOB RUCH DIESEL, INC.

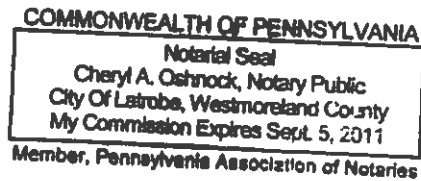
 [SEAL]
, President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF WESTMORELAND) SS:

ON THIS, the 16th day of September, 2010, before me, the undersigned officer, personally appeared DONNA SPERL, Executrix of the Estate of Kathryn M. Ruch, a/k/a Kathy Ruch, a/k/a Kathryn May Ruch, Deceased, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and after being duly sworn according to law, acknowledged that she executed the same in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cheryl A. Ashnock
(Notary Public)



I, the undersigned, do hereby certify that the precise residence and complete post office address of the within Grantee is 175 Mt. Joy Road, Mt. Pleasant, PA 15666.

Date: 9-16-2010

[Handwritten signature]

Instr: 201009170033085 09/17/2010
P: 6 of 7 F: \$88.00 9:36AM
Tom Murphy T20100064638
Westmoreland County RecorderC

STATEMENT OF VALUE

See Reverse for Instructions

Book 
Page Instr: 201009170033085 09/17/2010
P 7 of 7 F \$88.00 9:36AM
Date Tom Murphy T20100064638
Westmoreland County RecorderC

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Thomas A. Himler, Jr., Esquire		Telephone Number: (724) 539-3511	
Street Address 1004 Ligonier Street	City Latrobe	State PA	Zip Code 15650

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Estate of Kathryn M. Ruch			Grantee(s)/Lessee(s) Bob Ruch Diesel, Inc.		
Street Address 173 Mt. Joy Road			Street Address 175 Mt. Joy Road		
City Mt. Pleasant	State PA	Zip Code 15666	City Mt. Pleasant	State PA	Zip Code 15666

C. PROPERTY LOCATION

Street Address		City, Township, Borough Mt. Pleasant Township	
County Westmoreland	School District Mt. Pleasant	Tax Parcel Number 53-16-00-0-039, 53-16-00-0-163, 53-16-00-0-038	

D. VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration + 0.00	3. Total Consideration =
4. County Assessed Value	5. Common Level Ratio Factor X	6. Fair Market Value =

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
---------------------------------	-------------------------------------

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession Kathryn M. Ruch 65-10-1180
(Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) 72 P.S., Section 8102C.3(7).

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date
--	------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.