

SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

 $\ensuremath{\mathbb{C}}$ 2018, New Jersey REALTORS*

Propert	y Addr	ess:	11 MAGNOLIA PL CHATHAM, NJ 07928
Seller:_			ROSS, THOMAS J JR & ELISE B
forth belo addressed are caution affect the to inspect	ow. The d in this poned to Proper t the Property	Seller is awar printed form. carefully inspety. Moreover, to pperty.	e Statement is to disclose, to the best of Seller's knowledge, the condition of the Property, as of the date set re that he or she is under an obligation to disclose any known material defects in the Property even if not. Seller alone is the source of all information contained in this form. All prospective buyers of the Property et the Property and to carefully inspect the surrounding area for any off-site conditions that may adversely this Disclosure Statement is not intended to be a substitute for prospective buyer's hiring of qualified experts multiple units, systems and/or features, please provide complete answers on all such units, systems and/or
teatures e	ven if t	he question is	phrased in the singular, such as if a duplex has multiple furnaces, water heaters and fireplaces.
OCCUP	ANCY		
Yes	No	Unknown	2010
6 7	гı		Age of House, if known Does the Seller currently occupy this property?
X	[]		If not, how long has it been since Seller occupied the property?
			3. What year did the seller buy the property? 2011
	[X]		3a. Do you have in your possession the original or a copy of the deed evidencing your ownership of the property? If "yes," please attach a copy of it to this form.
ROOF			
Yes	No	Unknown	
X		[]	4. Age of roof
[]	X		5. Has roof been replaced or repaired since seller bought the property?
	X		6. Are you aware of any roof leaks?
			7. Explain any "yes" answers that you give in this section:
ATTIC.	BASEN	MENTS AND	O CRAWL SPACES (Complete only if applicable)
Yes	No	Unknown	The state of the s
[]	X		8. Does the property have one or more sump pumps?
	[]		8a. Are there any problems with the operation of any sump pump?
	[]		9. Are you aware of any water leakage, accumulation or dampness within the basement or crawl spaces
[]	[x]		or any other areas within any of the structures on the property? 9a. Are you aware of the presence of any mold or similar natural substance within the basement or crawl
[]	X		spaces or any other areas within any of the structures on the property? 10. Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? If "yes," describe the location, nature and date of the repairs:

11. Are you aware of any cracks or bulges in the basement floor or foundation walls? If "yes," specify





X

If so, when?

Attach a copy of or describe the results.

108

	X	[]	53. Are you aware of any tanks on the property, either above or underground, used to store fuel or other substances?
[]	[]		54. If tank is not in use, do you have a closure certificate?
	\mathbf{x}		55. Are you aware of any problems with any items in this section? If "yes," explain:
WOODB	BURNI	NG STOVE	OR FIREPLACE
Yes	No	Unknown	
x			56. Do you have □ wood burning stove? 🙀 fireplace? □ insert? □ other
			56a. Is it presently usable?
	[]	[X]	57. If you have a fireplace, when was the flue last cleaned? Not used regularly
[]	[]	[]	57a. Was the flue cleaned by a professional or non-professional?
[]	[]	$ \mathbf{x} $	58. Have you obtained any required permits for any such item?
[]	[]		59. Are you aware of any problems with any of these items? If "yes," please explain:

171	ELECT	RICAL	SYSTEM	
172	Yes	No	Unknown	
173 174 175 176 177	[X []	[] [X]	[]	60. What type of wiring is in this structure? □ Copper □ Aluminum □ Other ☑ Unknown 61. What amp service does the property have? □ 60 □ 100 □ 150 ☑ 200 □ Other □ Unknown 62. Does it have 240 volt service? Which are present ☑ Circuit Breakers, □ Fuses or □ Both? 63. Are you aware of any additions to the original service? If "yes," were the additions done by a licensed electrician? Name and address:
179 180 181 182 183 184	[]	[] [X]	[]	64. If "yes," were proper building permits and approvals obtained? 65. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair? 66. Explain any "yes" answers you give in this section:
185 186	LAND (SOILS	DRAINAGE	E AND BOUNDARIES)
187	Yes	No	Unknown	
188	[]		Chanowh	67. Are you aware of any fill or expansive soil on the property?
89		X		68. Are you aware of any past or present mining operations in the area in which the property is located.
- 1		X		69. Is the property located in a flood hazard zone?
90		x		1 1 /
91		X	6.7	70. Are you aware of any drainage or flood problems affecting the property?
92		X		71. Are there any areas on the property which are designated as protected wetlands?
93	[]	X		72. Are you aware of any encroachments, utility easements, boundary line disputes, or drainage of
94				other easements affecting the property?
95	X			73. Are there any water retention basins on the property or the adjacent properties? Pond
96	[]	$ \mathbf{x} $		74. Are you aware if any part of the property is being claimed by the State of New Jersey as land
97				presently or formerly covered by tidal water (Riparian claim or lease grant)? Explain:
98				
99				
00	x			75. Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls
01	IA.			bulkheads, etc.) or maintenance agreements regarding the property?
202				76. Explain any "yes" answers to the preceding questions in this section:
203				Landscaping, shared guest parking, clubhouse, sidewalks, and back yard
04				
05	[]	$[\mathbf{x}]$		77. Do you have a survey of the property?
$\begin{bmatrix} 06 \\ 07 \end{bmatrix}$	ENVIRO	ONME	NTAL HAZA	ARDS
08	Yes	No	Unknown	
09	[]	\mathbf{x}	01111101111	78. Have you received any written notification from any public agency or private concern informing you that
10	LJ	X		the property is adversely affected, or may be adversely affected, by a condition that exists on a property is
11				the vicinity of this property? If "yes," attach a copy of any such notice currently in your possession.
12	[]	$ \mathbf{x} $		78a. Are you aware of any condition that exists on any property in the vicinity which adversely affects
13				or has been identified as possibly adversely affecting, the quality or safety of the air, soil, water, and
14				or physical structures present on this property? If "yes," explain:
15				
16				
17	[]	X		79. Are you aware of any underground storage tanks (UST) or toxic substances now or previously
18	r.1	I A I		present on this property or adjacent property (structure or soil), such as polychlorinated bipheny
19				(PCB), solvents, hydraulic fluid, petro-chemicals, hazardous wastes, pesticides, chromium, thorium
20				lead or other hazardous substances in the soil? If "yes," explain:
21				icua or other nazardous substances in the son, ir yes, capitani.
22	£3	£3		00 A 20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
23		X		80. Are you aware if any underground storage tank has been tested?
24				(Attach a copy of each test report or closure certificate if available).
25	[]		[X]	81. Are you aware if the property has been tested for the presence of any other toxic substances, such
26				as lead-based paint, urea-formaldehyde foam insulation, asbestos-containing materials, or others
27				(Attach copy of each test report if available).
28				82. If "yes" to any of the above, explain:
229				N/A
230				

291	RADON	GAS I	nstructions to	Owner	S
292	By law (N	J.S.A. :	26:2D-73), a p	roperty	owner who has had his or her property tested or treated for radon gas may require that information
293	about suc	h testin	g and treatme	ent be ke	pt confidential until the time that the owner and a buyer enter into a contract of sale, at which time
294	a copy of	the test	results and ev	idence (of any subsequent mitigation or treatment shall be provided to the buyer. The law also provides that
295					nt of confidentiality. As the owner(s) of this property, do you wish to waive this right?
296	Yes	No			
297	[X]	[]	TJ	R	EBR
298	LAS	ГЛ	/Init	ials)	(Initials)
			(11111)	lais)	(IIIIuais)
299	10	,		1 01	
300	If you res	pondec	l "yes," answe	er the fol	llowing questions. If you responded "no," proceed to the next section.
301					
302	Yes	No	Unknown		
303	[]	X		99. A	are you aware if the property has been tested for radon gas? (Attach a copy of each test report if
304				a	vailable.)
305	[]	X		100.	Are you aware if the property has been treated in an effort to mitigate the presence of radon gas?
306		63			(If "yes," attach a copy of any evidence of such mitigation or treatment.)
307	[]	X			Is radon remediation equipment now present in the property?
308					. If "yes," is such equipment in good working order?
309	L L	ГЛ		1014	. If yes, is such equipment in good working order.
310	MATOR	A DDI	ANICEC ANI	D OTH	IED ITEMS
311			IANCES AN		
312					tted by the seller shall be controlling as to what appliances or other items, if any, shall be included
313			e property. V	Vhich of	f the following items are present in the property? (For items that are not present, indicate "not
314	applicable	e.'')			
315					
316	Yes	No	Unknown	N/A	
317	[X]			[]	102. Electric Garage Door Opener
318	[X]	[]			102a. If "yes," are they reversible? Number of Transmitters
319	$[\mathbf{x}]$	[]	[]	П	103. Smoke Detectors
320					□ Battery □ Electric ☑ Both How many10
321					☑ Carbon Monoxide Detectors How many 5 - Combo
322					Location
323	[]	[x]		[]	104. With regard to the above items, are you aware that any item is not in working order?
324	LJ			LJ	104a. If "yes," identify each item that is not in working order or defective and explain the nature
325					of the problem:
326					
327					
328	[]			X	105. ☐ In-ground pool ☐ Above-ground pool ☐ Pool Heater ☐ Spa/Hot Tub
329	[]		[]	X	105a. Were proper permits and approvals obtained?
330	[]			X	105b. Are you aware of any leaks or other defects with the filter or the walls or other structural or
331					mechanical components of the pool or spa/hot tub?
332	[]	[]		X	105c. If an in-ground pool, are you aware of any water seeping behind the walls of the pool?
333				_	106. Indicate which of the following may be included in the sale? (Indicate Y for yes N for no.)
334					[X] Refrigerator
335					[x] Range
336					[x] Microwave Oven
337					[x] Dishwasher
338					[] Trash Compactor
339					Garbage Disposal
340					[X] In-Ground Sprinkler System
341					
0.40					[x] Central Vacuum System
342					[x] Central Vacuum System[x] Security System
343					[x] Central Vacuum System[x] Security System[x] Washer
					 [x] Central Vacuum System [x] Security System [x] Washer [x] Dryer
343					 [x] Central Vacuum System [x] Security System [x] Washer [x] Dryer [] Intercom
343 344					 [x] Central Vacuum System [x] Security System [x] Washer [x] Dryer
343 344 345	X	[]			 [x] Central Vacuum System [x] Security System [x] Washer [x] Dryer [] Intercom
343 344 345 346	[X]	[]			 [x] Central Vacuum System [x] Security System [x] Washer [x] Dryer [] Intercom [] Other
343 344 345 346 347	[X]	[]	[]		 [x] Central Vacuum System [x] Security System [x] Washer [x] Dryer [] Intercom [] Other 107. Of those that may be included, is each in working order?

109. Are SRECs available from the Solar Panel System? 109a. If SRECs are available, when will the SRECs expire? 110. Is there any storage capacity on your Property for the Solar Panel System? 111. Are you aware of any defects in or damage to any component of the Solar Panel System? If yo explain: 112. Choose one of the following three options: 112a. This Solar Panel System is financed under a power parchase agreement or other type of financin arrangement which requires me/us to make periodic payments to a Solar Panel System provide in order in acquire ownership of the Solar Panel System ("PPA")? If yes, proceed to Section below. 112b. The Solar Panel System is the subject of a lease agreement. If yes, proceed to Section B below. 112c. I/we own the Solar Panel System out ght. If yes, you do not have to answer any further question Section A - The Solar Panel System is Subject to a PPA 113. What is the current periodic dyment amount? Section A - The Solar Panel System is Subject to a PPA 114. What is the frequency of the periodic payments (check one)? ☐ Monthly ☐ Quarterly 115. What is the expiration due of the PPA, which is when you will become the owner of the Solar Panel System? 116. Is there a balloom payment that will become due on or before the PPA Expiration Date? 117. If there is a balloom payment, what is the amount? Section Below will assume my/our obligations under the PPA at Closing. 118b. Live will pay off or otherwise obtain cancellation of the PPA as of the Closing so that the Sol Panel System can be included in the sale free and clear. 12c. I/we will remove the Solar Panel System from the Property and pay off or otherwise obtain cancellation of the PPA as of the Closing. Section B - The Solar Panel System Is Subject to a Lease 119. What is the current periodic lease payment amount? Section B. The Solar Panel System is Subject to a Lease 119. What is the expiration date of the lease? 120. What is the expiration date of the lease?	[] [] 109. Are SRECs available from the Solar 109a. If SRECs are available, when will 110. Is there any storage capacity on you 111. Are you aware of any defects in or explain: 112. Choose one of the following that 112a. The Solar Panel System is financed arrangement which requires me/u in order to acquire ownership of below. 112b. The Solar Panel System is the subjection of the solar Panel System of 112b. The Solar Panel System of 112c. I/we own the Solar Panel System of 113. What is the current periodic payment 114. What is the frequency of the period 115. What is the expiration date of the New 115. System?	Panel System? The SRECs expire? Property for the Solar Panel System? Property for the Solar Panel System? The Solar Panel System? The options: Inder a power purchase agreement or other type of finance to make periodic payments to a Solar Panel System provide Solar Panel System ("PPA")? If yes, proceed to Section of a lease agreement. If yes, proceed to Section B below tright. If yes, you do not have to answer any further question Subject to A PPA
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119. What is the current periodic lease payment amount? \$	· · · · · · · · · · · · · · · · · · ·	
[] 120. What is the frequency of the periodic lease payments (check one)? \square Monthly \square Quarterly	,	`
`	,	
122. Choose one of the following two options:	,	-
, ·	- 7	
122a. Buyer will assume our obligations under the lease at Closing.	122b. 1/we will obtain an early terminati Closing.	n of the lease and will remove the Solar Panel System pro
122. Choose one of the following two options:	SECTION B - THE SOLAR PANEL SYSTEM 1 119. What is the current periodic lease 120. What is the frequency of the period 121. What is the expiration date of the 122. Choose one of the following two	System from the Property and pay off or osing. Subject to a Lease ayment amount? \$
· · ·	122b. I/we will obtain an early terminati	n of the lease and will remove the Solar Panel System prior

Clise B. Ross SELLER	September 4th,
SELLER	DATE
Mary	September 4th,
SELLER	DATE
SELLER	DATE
SELLER	DATE
EXECUTOR, ADMINISTRATOR, TRUSTI (If applicable) The undersigned has never occupi Statement.	EE ied the property and lacks the personal knowledge necessary to complete this Disclosure
	DATE
	es receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to
The undersigned Prospective Buyer acknowledges this Property. Prospective Buyer acknowledges the responsibility to satisfy himself or herself as to the inspected by qualified professionals, at Prospective further acknowledges that this form is intended to amenities, if any, included in the sale. This form the property such as noise, odors, traffic volume, conditions before entering into a binding contract.	PROSPECTIVE BUYER es receipt of this Disclosure Statement prior to signing a Contract of Sale pertaining to at this Disclosure Statement is not a warranty by Seller and that it is Prospective Buyer's ne condition of the Property. Prospective Buyer acknowledges that the Property may be be Buyer's expense, to determine the actual condition of the Property. Prospective Buyer oprovide information relating to the condition of the land, structures, major systems and does not address local conditions which may affect a purchaser's use and enjoyment of etc. Prospective Buyer acknowledges that they may independently investigate such local act to purchase the property. Prospective Buyer acknowledges that he or she understands ar's real estate broker/broker-salesperson/salesperson does not constitute a professional
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DocuSign Envelope ID: 02CE387D-F373-4422-B76C-9404C951BAE8 ACKNOWLEDGMENT OF REAL ESTATE BROKER/BROKER-SALESPERSON/SALESPERSON The undersigned Seller's real estate broker/broker-salesperson/salesperson acknowledges receipt of the Property Disclosure Statement form and that the information contained in the form was provided by the Seller. The Seller's real estate broker/broker-salesperson/salesperson also confirms that he or she visually inspected the property with reasonable diligence to ascertain the accuracy of the information disclosed by the seller, prior to providing a copy of the property disclosure statement to the buyer. The Prospective Buyer's real estate broker/broker-salesperson/salesperson also acknowledges receipt of the Property Disclosure Statement form for the purpose of providing it to the Prospective Buyer. Sue adler SELLER'S REAL ESTATE BROKER/ DATE BROKER-SALESPERSON/SALESPERSON: PROSPECTIVE BUYER'S REAL ESTATE BROKER/ DATE BROKER-SALESPERSON/SALESPERSON:



ROSEVALLE

THE TIFFANY





DISCLOSURE OF ITEMS TO BE EXCLUDED

The following items at	11 MAGNOLIA F	PL CHATHAM, NJ 07928	are to
be excluded from the sale o	f the property:		
All wall mounted tele	visions (3). Mounts to	remain.	
Acknowledged by:			
		for a 0 00	
Seller:	S	eller: Lise B. Ross	
	(date)		(date)
Buyer:	B	Buyer:	/1
	(date)		(date)

488 SPRINGFIELD AVE • SUMMIT, NJ 07901 • OFFICE: 908.273.2991 x101 • CELL: 973-464-9129 • VIP@SUEADLER.COM

