



SELLER'S DISCLOSURE STATEMENT

1. Seller(s) Name(s): Timothy J. Saburn, Patricia H. Saburn
Property Address: 24 Wharton Way, Basking Ridge, NJ 07920
Is each individual named above a U.S. Citizen or resident alien? Yes [X] No []
Approximate Age of Property: Date Purchased: 9/2015

2. NOTICE TO SELLER. Each Seller is obligated to disclose to a buyer all known facts that materially and adversely affect the value of the property being sold and that are not readily observable.

If your property consists of multiple units, systems and/or features, please provide complete answers on all such units, systems and/or features even if the question is phrased in the singular, such as if a duplex has multiple furnaces, water heaters, and fireplaces.

3. NOTICE TO BUYER. This is a disclosure of Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for any inspections or warranties that Buyer may wish to obtain.

4. OCCUPANCY. Does Seller currently occupy this property? Yes [X] No [] If not, how long has it been since Seller occupied the property?

5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (a) Is there any fill or expansive soil on the property? Yes [] No [] Unknown [X]
(b) Do you know of any sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the property or in the immediate neighborhood? Yes [] No [X]
(c) Is the property located in an earthquake zone? Yes [] No [] Unknown [X]
(d) Is the property located in a flood zone or wetlands area? Yes [] No [] Unknown [X]
(e) Do you know of any past or present drainage or flood problems affecting the property or adjacent properties? Yes [] No [X]
(f) Do you know of any encroachments, boundary line disputes, or easements affecting the property? Yes [] No [X]

6. ROOF. (a) Age: 9 years
(b) Has the roof ever leaked during your ownership? Yes [X] No []
(c) Has the roof been replaced or repaired during your ownership? Yes [X] No []
(d) Do you know of any problems with the roof, rain gutters or mold? Yes [] No [X]
If any of your answers in this section are "Yes", explain in detail: After noticing a watermark on family room ceiling + garage - we replaced the roof. No problem since.

7. TERMITES, DRYROT, PESTS. (a) Do you have any knowledge of termites, dryrot, or pests on or affecting the property? Yes [] No [X]
(b) Do you have any knowledge of any damage to the property caused by termites, dryrot, or pests? Yes [] No [X]
(c) Is your property currently under warranty or other coverage by a licensed pest control company? Yes [X] No []
(d) Do you know of any termite / pest control reports or treatments for the property in the last five years? Yes [] No [X]
If any of your answers in this section are "Yes", explain in detail: We use Terminex as a preventive measure

8. STRUCTURAL ITEMS. (a) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls or foundations? Yes [] No [X]
(b) Are you aware of any past or present cracks or flaws in the walls or foundations? Yes [X] No []
(c) Are you aware of any past or present water leakage or mold in the house? Yes [X] No []
(d) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? Yes [] No [X]
(e) Are you aware if the property or any of the structures on it have ever been damaged by fire, smoke, wind or flood? Yes [] No [X]
(f) Are you aware of any fire retardant plywood used in the construction? Yes [] No [X]
(g) Have there been any repairs or other attempts to control the cause or effect of any problem described above? Yes [X] No []
If any of your answers in this section are "Yes", explain in detail. When describing repairs or control efforts, describe the location, extent, date, and name of the person who did the repair or control effort: * When purchased in 2005, house inspection revealed foundation crack. Seller remediated. Pipermate attached.

Seller's Initials: TJS PHS Buyer's Initials:

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

- (a) Does the property have a sump pump? Yes No If "Yes", are there any problems with the operation of the sump pump? Yes No
- (b) Has there ever been any water leakage, accumulation, dampness or mold within the basement or crawlspace? Yes No
If "Yes", describe in detail: * We had a failed sump pump during a storm. We replaced the pump.
- (c) Have there been any repairs or other attempts to control any water or dampness problem in the basement or crawlspace? Yes No
If "Yes", describe the location, extent, date, and name of person who did the repair or control effort: We hired Curcio Plumbing to install a high-powered sump pump AND a back-up, water powered pump in case of power outage. 2008

10. **ADDITIONS/REMODELS.**

- (a) Have you made any additions, structural changes, or other alterations to the property? Yes No
If "Yes", did you obtain all necessary permits and approvals and was all work in compliance with building codes?
Yes No If your answer is "No", explain: _____
- (b) Did any former owners of the property make any additions, structural changes, or other alterations to the property?
Yes No Unknown If "Yes", was all work done with all necessary permits and approvals in compliance with building codes? Yes No
Unknown If your answer is "No", explain: _____

11. **PLUMBING-RELATED ITEMS.**

- (a) What is your drinking water source: Public Private System Well on Property
- (b) If your drinking water is from a well, when was your water last checked for safety and what was the result of the test? N/A
- (c) Do you have a water softener? Yes No Leased Owned
- (d) What is the type of sewage system: Public Sewer Private Sewer Septic Tank Cesspool
- (e) If you answered "septic system", have you ever had the system inspected to confirm that it is a true septic system and not a cesspool? Yes No
- (f) If Septic System, when was it installed? _____ Location? _____
- (g) When was the Septic System or Cesspool last cleaned and/or serviced? _____
- (h) Are you aware of any abandoned Septic Systems or Cesspools on your property? Yes No If "Yes", is the closure in accordance with the municipality's ordinance? (explain): _____
- (i) Is there a sewage pump? Yes No
- (j) When was the septic tank or cesspool last serviced? _____
- (k) Do you know of any leaks, backups, mold, or other problems relating to any of the plumbing, water, and sewage-related items? Yes No If your answer is "Yes", explain in detail: _____
- (l) Has a state-approved laboratory tested your drinking water? Yes No If yes, when? _____

12. **HEATING AND AIR CONDITIONING.**

- (a) Air Conditioning Central Electric Window Unit(s): _____ # Units Included in Sale
- (b) Heating Electric Fuel Oil Natural Gas Other: _____
- (c) Water Heating Electric Gas Solar
- (d) Oil Tanks - Do you have an underground oil tank? Yes No If "Yes", is it in use? Yes No
Have you had your oil tank inspected for leaks? Yes No If "Yes", when? _____
Do you carry oil tank insurance through your fuel company? Yes No
Did you ever have an Underground Storage Tank? Yes No
If yes, do you have a UST decommission certification Yes No
If no, why not? _____
- (e) List any areas of the house that are not air conditioned: _____
- (f) What is the age of Air Conditioning System? 1yr 10mo.
- (g) If it is a centralized heating system, is it one zone or multiple zones? one
- (h) Age of Furnace 2 mo Date of Last Service at installation in Jan. 2021
Are you aware of any problems regarding items (a) through (d)? Yes No If "Yes", explain in detail: _____

13. **WOOD BURNING STOVE OR FIREPLACE.**

- (a) Do you have wood burning stove(s) fireplace(s) insert(s) _____ Other: _____
- (b) Is it presently usable? Yes No
- (c) If you have a fireplace, when was the flue last cleaned? 3/2021
- (d) Was the flue cleaned by a professional Yes No or non-professional? Yes No
- (e) Have you obtained any required permits for any such item? Yes No
- (f) Are you aware of any problems with any of these items? Yes No If "yes", please explain: _____

Seller's Initials: LS P.S.

Buyer's Initials: _____

14. **ELECTRICAL SYSTEM.**

- (a) Are you aware of any problems or conditions that affect the value or desirability of the electrical system? Yes No
If "Yes", explain in detail: _____
- (b) Do you have knob or tube wiring in your home? Yes No
- (c) Has your wiring been inspected or updated since your purchase? Yes No If so, when? 2005 or 2006

15. **OTHER EQUIPMENT AND APPLIANCES BEING SOLD.**

- (a) Mark the items included in the sale of your property:

<input checked="" type="checkbox"/> Electric Garage Door Opener	_____	Number of Transmitters	<input type="checkbox"/> Security Alarm System	<input type="checkbox"/> Owned <input type="checkbox"/> Leased
<input checked="" type="checkbox"/> Smoke Detectors	_____	How Many?	<input type="checkbox"/> Lawn Sprinklers	<input type="checkbox"/> Automatic Timer
<input checked="" type="checkbox"/> Carbon Monoxide Detectors	_____	How Many?	<input checked="" type="checkbox"/> Pool/Spa Equipment (list): _____	
<input checked="" type="checkbox"/> Swimming Pool	<input type="checkbox"/> Pool Heater	<input checked="" type="checkbox"/> Spa/Hot Tub	<input checked="" type="checkbox"/> Washer	<input checked="" type="checkbox"/> Dryer
<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Stove	<input checked="" type="checkbox"/> Microwave Oven	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Trash Compactor
<input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Ceiling Fans		<input type="checkbox"/> Other: _____	
- (b) Are any of these in need of repair or replacement? Yes No If "Yes", explain in detail: _____
- (c) Are any carbon monoxide detectors installed in your home? Yes No Where are they located? 1st + 2nd floor near bedrooms

16. **AREA.**

- (a) Are you aware of any off-site conditions in your area that could adversely affect the value or desirability of the property, such as noise, threat of condemnation or street change? Yes No If "Yes", explain in detail: _____
- (b) Are you aware of whether the property is located in an Airport Safety Zone on your Municipal Map (as defined under N.J.S.A. 6:1-80, et seq)? Yes No

17. **TOXIC SUBSTANCES.**

- (a) Are you aware of any underground tanks or toxic substances present on the property (structure or soil) such as asbestos, PCBs, accumulated radon, lead paint, mold or others? Yes No If "Yes", explain in detail: _____
- (b) Has the property been tested for radon, mold or any other toxic substances? Yes No If "Yes", explain in detail: 2005 during our purchase

18. **CONDOMINIUMS AND OTHER HOMEOWNERS ASSOCIATIONS.**

- (a) Is the property part of a condominium or other common ownership or is it subject to covenants, conditions, and restrictions (CC & R's) of a homeowner's association? Yes No (If your answer is "no", you may ignore the remainder of this section).
- (b) Is there any defect, damage, or problem with any common elements or common areas which could affect their value or desirability? Yes No Unknown
- (c) Is there any condition or claim which may result in an increase in assessments or fees? Yes No Unknown
If your answer to (b) or (c) is "Yes", explain in detail: _____

19. **OTHER MATTERS.**

- (a) Is there any existing or threatened legal action affecting the property? Yes No
- (b) Do you know of any violations of local, state, or federal laws or regulations relating to this property? Yes No
- (c) Is there anything else that you feel you should disclose to a prospective buyer because it may materially and adversely affect the value or desirability of the property, e.g., zoning violation, non-conforming uses, setback violations, zoning changes, road changes, etc.? Yes No
- (d) Does your home contain any artificial stucco or Exterior Insulation Finish Systems (EIFS)? Yes No
If any of your answers in this section are "Yes", explain in detail: _____

The undersigned Seller represents that the information set forth in the foregoing disclosure statement is accurate and complete. Seller does not intend this disclosure statement to be a warranty or guaranty of any kind. Seller hereby authorizes its legal agent(s) to provide this information to prospective buyers of the property and to real estate brokers and sales people. Seller understands and agrees that Seller will notify its disclosing legal agent(s) in writing immediately if any information set forth in this disclosure statement becomes inaccurate or incorrect in any way through the passage of time.

Seller: Timothy J. Saburn Date: 4/20/21 Seller: Patricia H. Saburn Date: 4/20/21

EXECUTOR, ADMINISTRATOR, TRUSTEE

(If applicable) The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this Disclosure Statement.

Date: _____ Date: _____

RECEIPT AND ACKNOWLEDGEMENT OF BUYER

1. I HAVE CAREFULLY INSPECTED THE PROPERTY. I HAVE BEEN ADVISED TO HAVE THE PROPERTY EXAMINED BY PROFESSIONAL INSPECTORS. I ACKNOWLEDGE THAT NEITHER ANY BROKER OR AGENT INVOLVED IN THIS TRANSACTION IS AN EXPERT AT DETECTING OR REPAIRING PHYSICAL DEFECTS IN THE PROPERTY.
2. I UNDERSTAND THAT UNLESS STATED OTHERWISE IN MY CONTRACT WITH SELLER, THE PROPERTY IS BEING SOLD IN ITS PRESENT CONDITION ONLY, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND BY SELLER OR ANY BROKER OR AGENT. I STATE THAT NO REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY ARE BEING RELIED UPON BY ME EXCEPT AS DISCLOSED ABOVE OR STATED WITHIN THE SALES CONTRACT.

Buyer: _____ Date: _____ Buyer: _____ Date: _____

DISCLOSURE REQUIREMENTS MAY VARY BY JURISDICTION. BUYERS AND SELLERS SHOULD CONSULT THEIR RESPECTIVE ATTORNEYS FOR THE REQUIREMENTS IN THE RELEVANT JURISDICTION.



YOUR PROPERTY ENHANCEMENT PROFESSIONALS

1192-B Markkress Rd. Cherry Hill, NJ 08003

Invoice

Date	Invoice #
11/1/2005	4061

Bill To
Tim Sayburn 24 Wharton Way Baskin Ridge, NJ 07920

Description	Amount
Reinforcer Straps - Installation of 5 Reinforcer straps to masonry wall. Straps will be placed at approximately 4.5 feet on center. Installation will include stripping of all paint necessary for the strap application and filling of all cracks with structural epoxy. A 25 year installation as well as a lifetime manufacturers warranty will be issued at completion of the job.	1,875.00T
Thank you for your business.	Sales Tax (6.0%) \$112.50
	Total \$1,987.50

Phone #	Fax #
(856) 988-6912	(856) 988-6915

Essex Contracting & Masonry

A division of Essex Enterprises
1236 Brace Rd. Suite J Cherry Hill, NJ 08034

Certified Reinforcer Installers

Twenty Five Year Limited Installation Warranty

The work to be performed under this agreement is guaranteed against all defects in workmanship for twenty-five years from the date on the invoice. If you should sell the home, the remainder of the twenty-five years is transferable in full to the new homeowner. This contract guarantees that 1) the wall(s) supported behind The Reinforcer™ will not move laterally inward: Walls that are not reinforced or partially reinforced are not guaranteed. Spacing of The Reinforcer™ have been determined in accordance with engineering calculations. Spacing larger than the recommended will void all warranties. If there is more than a ¼ of an inch inward movement of the serviced wall other than movement caused by earthquake, severe wind, flood, extreme change in water table, other act of God, or any alteration of bracing, then the contractor will, at no cost, or expense to you, correct any defect in workmanship or material, including installing additional support mechanism to secure such area. **THE FOREGOING IS OUR SOLE WARRANTY. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY AND WARRANTY OF FITNESS FOR PURPOSE, ARE EXCLUDED.** Your exclusive remedy shall be for correction of any defect in workmanship and materials, as set forth above. In no event shall you be entitled to consequential damages during or after installation, regardless of whether the claim is based on warranty, contract, tort or otherwise.

Preventative and Routine Maintenance

It is imperative to control and divert as much water saturation around treated foundation area as possible. Water control methods such as grading, downspout extensions or any other runoff diversion techniques are strongly recommended. General inspection of any structure is necessary on a routine basis. Inspection of the Reinforcer should be a part of that process and should include potential signs of problems like peeling at the ends, debonding, additional reinforcing steel corrosion, and larger than expected deflections.



Nationwide Reinforcing, Ltd. ("Nationwide") warrants to you, the purchaser, that the Reinforcer® Product will be free from any defects for the life of the home, subject to the termination provisions set forth below. In the event that any defect occurs in the Reinforcer® Product during the term of this Limited Warranty, and provided that you have complied with all other terms and conditions of this Limited Warranty, then Nationwide will repair or replace the defective Reinforcer® Product. All replaced Reinforcer® Products shall become the property of Nationwide.

This Limited Warranty is personal to you and will terminate in the event that you sell or move from the residence where the Reinforcer® Product has been installed; provided, however, this Limited Warranty may be transferred to the new owner of your residence upon delivery of written notification to Nationwide and the payment of a \$150.00 Transfer Fee.

This Limited Warranty does not apply to defects resulting from failure to follow application and installation guidelines prescribed by Nationwide, or if the Reinforcer® Product is installed by someone other than a Certified Nationwide Installer. This Limited Warranty does not apply to damage to the Reinforcer® Product resulting from accident, disaster, misuse, abuse or alteration of the Reinforcer® Product.

ALL EXPRESS AND IMPLIED WARRANTIES FOR THE REINFORCER® PRODUCT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO A PERIOD OF ONE (1) YEAR FROM THE DATE OF INSTALLATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF THE REINFORCER® PRODUCT IS DEFECTIVE, YOUR SOLE REMEDY IS REPAIR OR REPLACEMENT AS PROVIDED ABOVE. IN NO EVENT SHALL NATIONWIDE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE REINFORCER® PRODUCT, EVEN IF NATIONWIDE OR AN AUTHORIZED NATIONWIDE DISTRIBUTOR OR INSTALLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

This Limited Warranty is a product warranty provided by the manufacturer and covers the quality of the Reinforcer® Product only. This Limited Warranty does not cover installation or service of the Reinforcer® Product.