



# BEILER-CAMPBELL AUCTION SERVICES

## Broker Participation/Buyer Registration

Broker/Realtor Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Real Estate Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email : \_\_\_\_\_ Fax: \_\_\_\_\_  
 Prospective Buyer's Name(s): \_\_\_\_\_  
 Address: \_\_\_\_\_

The above Broker/Realtor hereby wishes to register the above Client as a prospective Buyer for the following Auction being conducted by Beiler-Campbell Auction Services on \_\_\_\_\_ (auction date) for the property located at \_\_\_\_\_.

Beiler-Campbell Auction Services hereby agrees to pay to the registering Broker/Realtor on the following terms and conditions, a Commission of 1% of the winning Bid, due at closing, if the above Client is the successful High Bidder at the auction and closes on the terms of the Conditions of Sale and Purchaser's Agreement. Broker/Realtor understands that to qualify for this commission, this registration form must be received by Beiler-Campbell Auction Services **no later** than 48 hours prior to the Auction, and the Broker/Realtor must attend the Auction with the Client.

TERMS OF THE AUCTION: Real Estate is being sold on an AS-IS basis in accordance to the Terms and Conditions of Sales Agreement provided by the sellers on the day of the auction. Announcements made on the date and time of the Auction take precedence over all printed materials.

There will be no exceptions to these terms and conditions and no oral registrations will be accepted.

The signatures below indicate acceptance of the above terms and conditions. Form must be completed in full or it will not be accepted. Beiler-Campbell Auction Services must receive registrations no later than 48 hours prior to the auction.

Prospective Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Broker/Realtor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

**SELLER'S PROPERTY DISCLOSURE STATEMENT**

**SPD**

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

1 **PROPERTY** 1475 White School Rd. Honey Brook Pa. 19344  
2 **SELLER** Katie Lantz

**INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the  
5 seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the  
6 law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other  
7 transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**  
8 **UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

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

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

27 While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to  
28 assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who  
29 wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

30 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and **is not a substitute for**  
31 **any inspections or warranties** that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or rep-  
32 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about  
33 the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose  
34 a **material defect** that may not be addressed on this form.

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

38  
39 **Check yes, no, unknown (unk) or not applicable (N/A) for each question.** Be sure to check N/A when a question does not apply to  
40 the property. Check unknown when the question does apply to the property but you are not sure of the answer.

41 Seller's Initials K / L Date 1/20/17 SPD Page 1 of 10 Buyer's Initials      /      Date      /      /

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	Yes	No	Unk	N/A
A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**1. SELLER'S EXPERTISE**

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?  
 (B) Is Seller the landlord for the property?  
 (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: \_\_\_\_\_

	Yes	No	Unk	N/A
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**2. OWNERSHIP/OCCUPANCY**

- (A) **Occupancy**  
 1. When was the property most recently occupied? Dec. 2016  
 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? \_\_\_\_\_  
 3. How many persons most recently occupied the property? 1  
 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:  
 1. The owner  
 2. The executor  
 3. The administrator  
 4.  The trustee  
 5.  An individual holding power of attorney  
 (C) When was the property purchased? \_\_\_\_\_  
 (D) Are you aware of any pets having lived in the house or other structures during your ownership? \_\_\_\_\_

Explain section 2 (if needed): \_\_\_\_\_

	Yes	No	Unk	N/A
1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS**

- (A) **Type.** Is the Property part of a(n):  
 1. Condominium  
 2. Homeowners association or planned community  
 3. Cooperative  
 4. Other type of association or community \_\_\_\_\_  
 (B) If "yes," how much are the fees? \$ \_\_\_\_\_, paid ( Monthly)( Quarterly)( Yearly)  
 (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: \_\_\_\_\_  
 (D) If "yes," provide the following information about the association:  
 1. Community Name \_\_\_\_\_  
 2. Contact \_\_\_\_\_  
 3. Mailing Address \_\_\_\_\_  
 4. Telephone Number \_\_\_\_\_  
 (E) How much is the capital contribution/initiation fee? \$ \_\_\_\_\_

*Notice to Buyer: 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 days thereafter or until conveyance, whichever occurs first.*

**4. ROOF AND ATTIC**

	Yes	No	Unk	N/A
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- (A) **Installation**  
 1. When was the roof installed? 2002  
 2. Do you have documentation (invoice, work order, warranty, etc.)?  
 (B) **Repair**  
 1. Has the roof or any portion of it been replaced or repaired during your ownership?  
 2. If it has been replaced or repaired, was the existing roofing material removed?  
 (C) **Issues**  
 1. Has the roof ever leaked during your ownership?  
 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

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**5. BASEMENTS AND CRAWL SPACES**

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

**(A) Sump Pump**

- Does the property have a sump pit? If yes, how many? \_\_\_\_\_
- Does the property have a sump pump? If yes, how many? \_\_\_\_\_
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

**(B) Water Infiltration**

- Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public system? \_\_\_\_\_

**Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts:** \_\_\_\_\_

**6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**

	Yes	No	Unk	N/A
1		✓		
2		✓		
1		✓		
2		✓		

**(A) Status**

- Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
- Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

**(B) Treatment**

- Is your property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the property?

**Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable:** \_\_\_\_\_

**7. STRUCTURAL ITEMS**

	Yes	No	Unk	N/A
A		✓		
B	✓			
C		✓		
1		✓		
2		✓		
3		✓		
E		✓		
F		✓		

**(A)** Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

**(B)** Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?

**(C)** Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?

**(D) Stucco and Exterior Synthetic Finishing Systems**

- Is your property constructed with stucco?
- Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- If "yes," when was it installed? \_\_\_\_\_

**(E)** Are you aware of any fire, storm, water or ice damage to the property?

**(F)** Are you aware of any defects (including stains) in flooring or floor coverings?

**Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts:** *The driveway sank about 2" and was brought back to normal level*

**8. ADDITIONS/ALTERATIONS**

	Yes	No	Unk	N/A
A		✓		
B		✓		

**(A)** Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.

**(B)** Are you aware of any private or public architectural review control of the property other than zoning codes?

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

A sheet describing other additions and alterations is attached.



	Yes	No	Unk	N/A
213				
214		✓		
215		✓		
216		✓		
217		✓		
218	✓			
219		✓		
220		✓		
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223		✓		
224	✓			
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239		✓		
240		✓		
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(C) **Individual On-lot Sewage Disposal System.** Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption I don't know
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: \_\_\_\_\_

(D) **Tanks and Service**

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property? \_\_\_\_\_
4. Are there any other types of septic tanks on the Property? \_\_\_\_\_
5. Where are the septic tanks located? behind the house
6. How often is the on-lot sewage disposal system serviced? \_\_\_\_\_
7. When was the on-lot sewage disposal system last serviced? \_\_\_\_\_

(E) **Abandoned Individual On-lot Sewage Disposal Systems and Septic**

1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) **Sewage Pumps**

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)? Not sure
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps? plumber

(G) **Issues**

1. Is any waste water piping not connected to the septic/sewer system?
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

	Yes	No	Unk	N/A
246				
247	✓			
248		✓		
249		✓		
250	✓			
251				
252	✓			
253				
254		✓		
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256				
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11. **PLUMBING SYSTEM**

(A) **Material(s).** Are the plumbing materials (check all that apply):

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other \_\_\_\_\_

(B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)? If "yes," explain: \_\_\_\_\_

	Yes	No	Unk	N/A
260				
261		✓		
262		✓		
263	✓			
264		✓		
265		✓		
266		✓		
267		✓		
268				
269		✓		
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12. **DOMESTIC WATER HEATING**

(A) **Type(s).** Is your water heating (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other: \_\_\_\_\_
8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?

(B) How many water heaters are there? 1 When were they installed? 2015

(C) Are you aware of any problems with any water heater or related equipment? If "yes," explain: \_\_\_\_\_



	Yes	No	Unk	N/A
B				
C		✓		
P		✓		

(B) What is the system amperage? \_\_\_\_\_

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

**16. OTHER EQUIPMENT AND APPLIANCES**

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.

Item	Yes	No		Item	Yes	No
Electric garage door opener	✓			Trash compactor		✓
Garage transmitters	✓			Garbage disposal		✓
Keyless entry		✓		Stand-alone freezer		✓
Smoke detectors	✓			Washer		✓
Carbon monoxide detectors	✓			Dryer		✓
Security alarm system		✓		Intercom		✓
Interior fire sprinklers		✓		Ceiling fans	✓	
In-ground lawn sprinklers		✓		A/C window units		✓
Sprinkler automatic timer		✓		Awnings		✓
Swimming pool		✓		Attic fan(s)		✓
Hot tub/spa		✓		Satellite dish		✓
Deck(s)	✓			Storage shed	✓	
Pool/spa heater		✓		Electric animal fence		
Pool/spa cover		✓		Other:		
Whirlpool/tub		✓		1.		
Pool/spa accessories		✓		2.		
Refrigerator(s)	✓			3.		
Range/oven	✓			4.		
Microwave oven	✓			5.		
Dishwasher	✓			6.		

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain:

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

**17. LAND/SOILS**

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- 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?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect 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 mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).

Seller's Initials K / L Date 1/20/17 SPD Page 7 of 10 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_



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	Yes	No	Unk	N/A
1	✓			
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**(B) Preferential Assessment and Development Rights**

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

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. Any other law/program: \_\_\_\_\_

*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.*

**(C) Property Rights**

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain: \_\_\_\_\_

*Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.*

Explain any "yes" answers in section 17: \_\_\_\_\_

**18. FLOODING, DRAINAGE AND BOUNDARIES**

**(A) Flooding/Drainage**

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: \_\_\_\_\_

**(B) Boundaries**

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

*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 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.*

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): \_\_\_\_\_

Seller's Initials K, L Date 1/20/12 SPD Page 8 of 10 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

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**19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
1		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

**(A) Mold and Indoor Air Quality (other than radon)**

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

*Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue 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.*

**(B) Radon**

1. Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date	_____	_____
Type of Test	_____	_____
Results (picocuries/liter)	_____	_____
Name of Testing Service	_____	_____

2. 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	Working?
_____	_____	_____	_____

**(C) Lead Paint**

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

1. Are you aware of any lead-based paint or lead-based paint hazards on the property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

**(D) Tanks**

1. Are you aware of any existing or removed underground tanks? Size: \_\_\_\_\_
2. If "yes," have any tanks been removed during your ownership?

**(E) Dumping.** Are you aware of any dumping on the property?

**(F) Other**

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

**Explain any "yes" answers in section 19:** \_\_\_\_\_

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
1		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
1		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
3		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
4		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

**20. MISCELLANEOUS**

**(A) Deeds, Restrictions and Title**

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. 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?

**(B) Financial**

1. 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 or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

	Yes	No	Unk	N/A
1		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
3		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
1		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
3		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

**Seller's Initials** K / L **Date** 1/20/17 **SPD Page 9 of 10** **Buyer's Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_

	Yes	No	Unk	N/A
498		<input checked="" type="checkbox"/>		
499		<input checked="" type="checkbox"/>		
500		<input checked="" type="checkbox"/>		
501		<input checked="" type="checkbox"/>		
502		<input checked="" type="checkbox"/>		
503		<input checked="" type="checkbox"/>		
504		<input checked="" type="checkbox"/>		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

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

2. After completing this form, if Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause 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 completion of this form.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK**

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

\_\_\_\_\_ DATE \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

## CONDITIONS OF SALE

The Conditions of the present public sale are as follows:

The property to be sold is 469 Fairview Road, in the Township of Providence, County of Lancaster, Commonwealth of Pennsylvania as more fully described in "Exhibit A" attached hereto and made a part hereof (the "Property")

1. The highest bidder shall be the Purchaser<sup>1</sup> upon the Property being struck off to him, and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down to Seller \$10,000.00 of the purchase money ("Deposit") or furnish sureties satisfactory to the Seller - as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.

2. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held on or before July 17, 2017 at the law offices of **Clymer Conrad, P.C.**, 408 West Chestnut Drive, Lancaster, PA 17603, ("Settlement") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by DEED prepared at the Purchaser's expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over Property boundaries, or encroachments of any kind within the legal width of public highways and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 5 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

3. Formal tender of deed and purchase money are waived.

4. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

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<sup>1</sup>Both Seller(s) and Purchaser(s), whether one or more and regardless of gender, are designated throughout these Conditions of Sale in singular masculine form.

(c) All utilities serving the property, shall be paid by Seller to date of settlement or prior delivery of possession.

(d) Any "DISBURSEMENT", Certification or other FEES purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

5. The Property shall be sold UNDER AND SUBJECT to the following Restrictions, which shall bind Purchaser, his heirs, successors and assigns:
- a. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose.
  - b. Public and Private rights in and to that portion of the premises lying in the bed of public roads.
  - c. Any and all restrictions and easements appearing of record.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting and plants, fixtures and systems; and any articles permanently affixed to the Property.

7. POSSESSION shall be given to the Purchaser at settlement.

8. Seller will continue in force the present hazard insurance (without extended coverage) until delivery of deed or possession to the Purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected for the loss or, if the insurance shall not have been paid by the time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.

9. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from Sale and/or to adjourn the Sale to a further date or dates.

10. The sale of the Premises and the Purchaser's obligations under these Conditions of Sale, shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Premises, nor shall they be contingent upon the sale of any other real estate owned by the Purchaser.

11. The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.

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

materials or wastes, or that the Property is in compliance with any federal, state or local environmental laws or regulations.

13. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.

14. LEAD PAINT DISCLOSURE. 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. Lead poisoning also poses a particular risk to pregnant women. The Seller is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.

15. Seller represents that to the best of his knowledge and information the zoning classification for the Property is residential.

16. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.

17. These Conditions of Sale, together with the Purchaser's Agreement represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of sale and the Purchaser's Agreement attached hereto.

**[The remainder of this page is intentionally left blank.]**

18. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law or in equity, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present purchaser or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

SELLER:

\_\_\_\_\_(SEAL)  
Luke Kurtz

PURCHASER'S AGREEMENT

I/We, \_\_\_\_\_, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Witness: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
Purchaser

Witness: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
Purchaser

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, on behalf of Sellers.

Dated: \_\_\_\_\_

\_\_\_\_\_



**Exhibit "A"**

**Legal Description For:  
469 Fairview Road  
Quarryville, PA 17366  
Tax ID No. 520-74498-0-0000**

ALL THAT CERTAIN tract of land situate along public road L. R. 36127 leading to Quarryville, in the Township of Providence, County of Lancaster and Commonwealth of Pennsylvania, more particularly bounded and described in accordance with a survey thereof, made by N. M. Lake, Inc., Engineers, on June 29, 1964, as follows:

BEGINNING at a point in the center line of the aforesaid public road and in line of land of the Pennsylvania Railroad Company; thence in and along the aforesaid public road, South 42 degrees 21 minutes West, a distance of 23.92 feet to a point in said road; thence further in and along the same, south 51 degrees 19 minutes west, a distance of 64.69 feet to a point in said road; thence further along the same, South 62 degrees 19 minutes West, a distance of 73.28 feet to a point in said public road; thence further along the same, South 68 degrees 44 minutes West, a distance of 71.35 feet to a spike in the aforesaid public road; thence further along the same, south 71 degrees West, a distance of 198.84 feet to a spike in or near the center line of the aforesaid road; thence leaving said public road and along land now or late of J. Fred Shenk, North 19 degrees West, a distance of 336.05 feet to an iron pin in line of land now or late of the Pennsylvania Railroad Company; thence in or along the southern right of way line of the Pennsylvania Railroad Company, by a curve to the left having a radius of 5830 feet, a distance of 513.74 feet to a point in the center line of the aforesaid public road, the place of Beginning, the chord of said arc bearing South 74 degrees 46 minutes East, a distance of 513.54 feet.

BEING THE SAME PREMISES which Chester G. Eshleman, Jr., by deed dated August 1, 2001 and recorded August 1, 2001 in the Recorder of Deeds Office in and for Lancaster County as Book 7262, Page 0001, granted and conveyed unto Luke B. Kurtz.