

# BRICK CAPE COD PUBLIC AUCTION

5 BEDROOM HOME | 3-STALL STABLE

LANCASTER COUNTY



108 Meetinghouse Road | Gap, PA 17527

## PROPERTY FEATURES

- 1997 brick Cape Cod with 3,563 sq. ft. on 0.78 acres
- Bedrooms & Bathrooms: 5 bedrooms, 3.5 bathrooms
- Heating & Cooling: Radiant floor heat plus mini-splits
- Basement: Fully finished daylight basement with walkout; previously used as short-term rental
- Kitchen: Spacious kitchen with center island, open flow to dining/living areas
- Parking: Attached garage & paved driveway
- Equine/Animal Amenities: 3-stall stable (20'x30' w/ 7' overhangs), paddock, and 2-stall run-in shed
- Outdoor Living: Spacious backyard with wide Lancaster County views and beautiful sunsets
- 600' to Rt 340 bus stop (Red Rose)
- Zoned Rural Enterprise for added flexibility

## OPEN HOUSE

Tue. Sept. 30, 5:30-6:30 P.M.  
& Tue. Oct. 7, 5:30-6:30 P.M.

For a private tour call:  
Gerald 717-582-6589  
Meryl 717-629-6036

**AUCTION  
DATE**  
Wednesday,  
**OCTOBER 22,**  
**2025**  
@ 5:00 P.M.

## TERMS

**Down Payment:** \$30,000 due on the day of the auction

**Settlement:** On or before December 29, 2025

**Transfer Tax:** 2% to be paid by the buyer.

**Real Estate Taxes:** Prorated from the day of settlement.

**Estimated Annual Taxes:** \$5,664

Convenient down payment and bridge loan options.

**AUCTIONEER REMARKS** *This brick Cape Cod near White Horse offers comfort, versatility, and scenic Lancaster County views. Finished basement, horse facilities, and a spacious backyard with sunsets make this property a standout—peaceful yet close to conveniences.*



**BEILER-CAMPBELL**  
AUCTION SERVICES

beiler-campbellauctions.com ▪ 888-209-6160 AY#002026

## AUCTIONEER

J. Meryl Stoltzfus

AU#005403

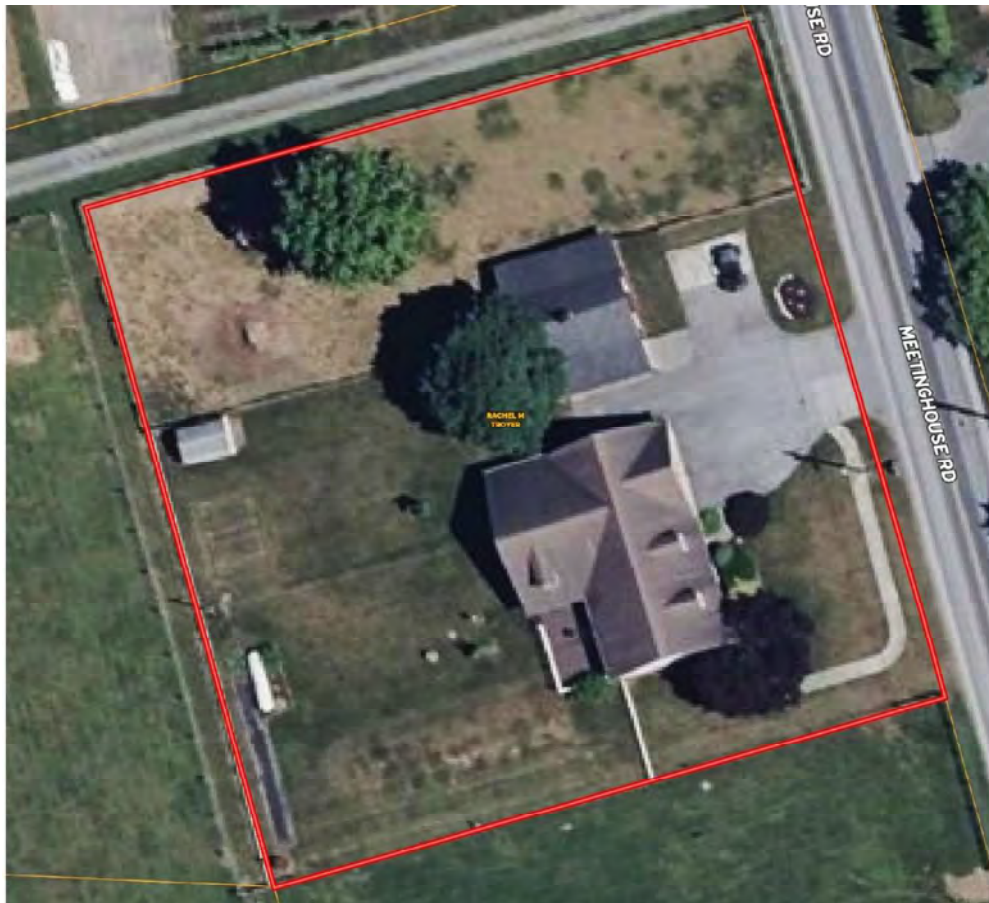
Ph 717-629-6036



## SELLER

Rachel M. Troyer

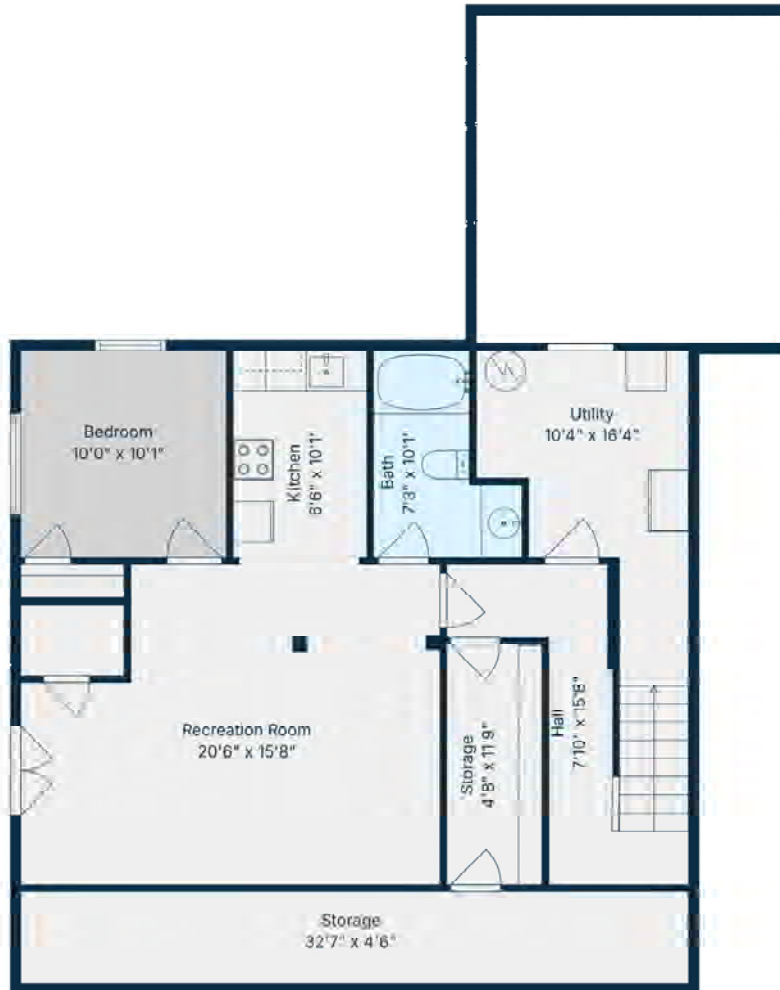
*All information is deemed accurate but not guaranteed.*



For additional photos go to [beiler-campbellauctions.com](http://beiler-campbellauctions.com) or [GoToAuction.com](http://GoToAuction.com) or [auctionzip.com](http://auctionzip.com) ID# 23383

108 Meetinghouse Rd, Gap, PA, 17527  
Pennsylvania, AC +/-





**TOTAL: 3563 sq. ft**

BELOW GROUND: 690 sq. ft, FLOOR 2: 1679 sq. ft, FLOOR 3: 1194 sq. ft

EXCLUDED AREAS: STORAGE: 204 sq. ft, LOW CEILING: 460 sq. ft, UTILITY: 116 sq. ft,

GARAGE: 514 sq. ft, ATTIC: 142 sq. ft, WALLS: 338 sq. ft

Floor Plan Created By Cubicasa App. Measurements Deemed Highly Reliable But Not Guaranteed.



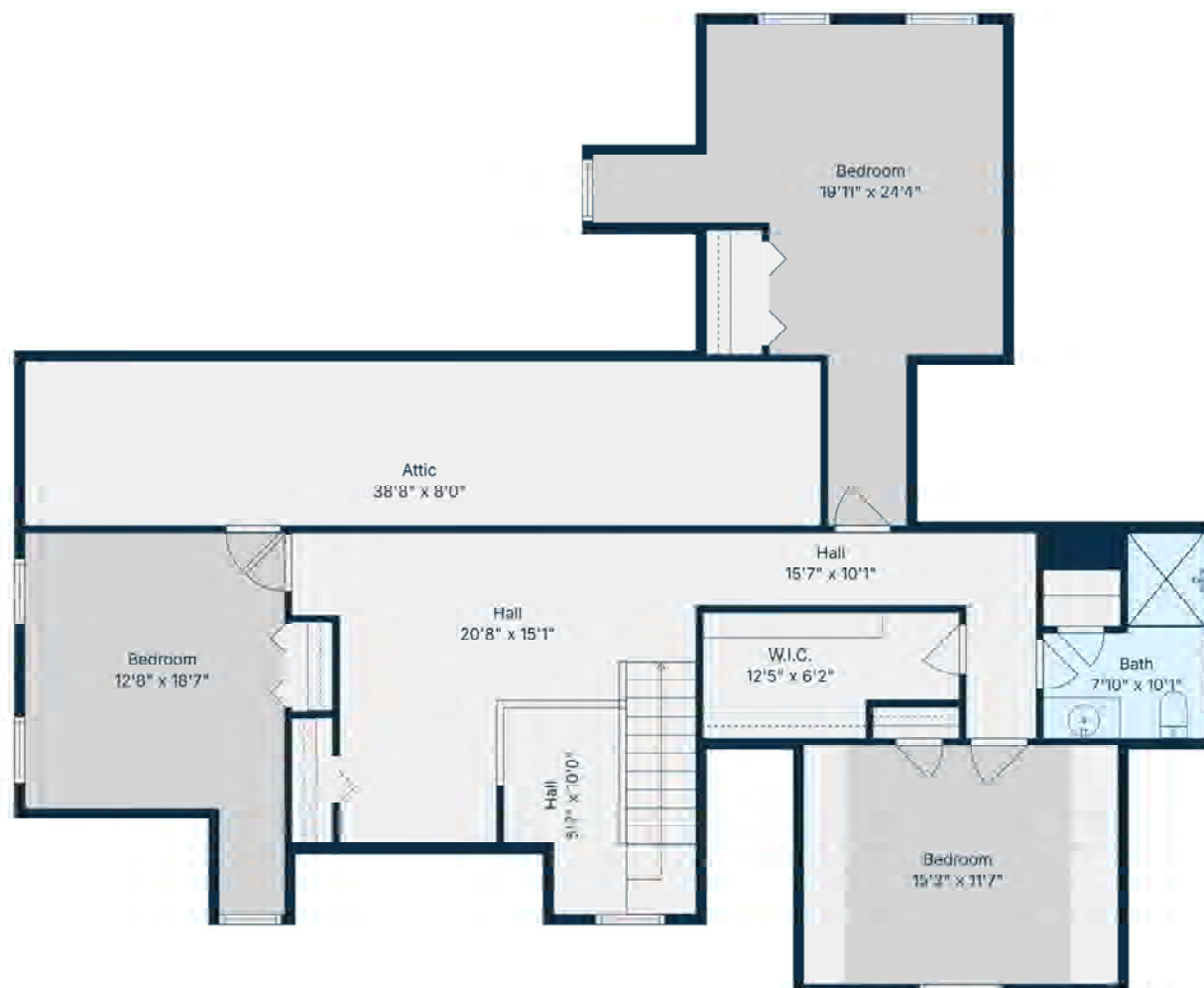
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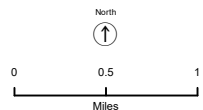
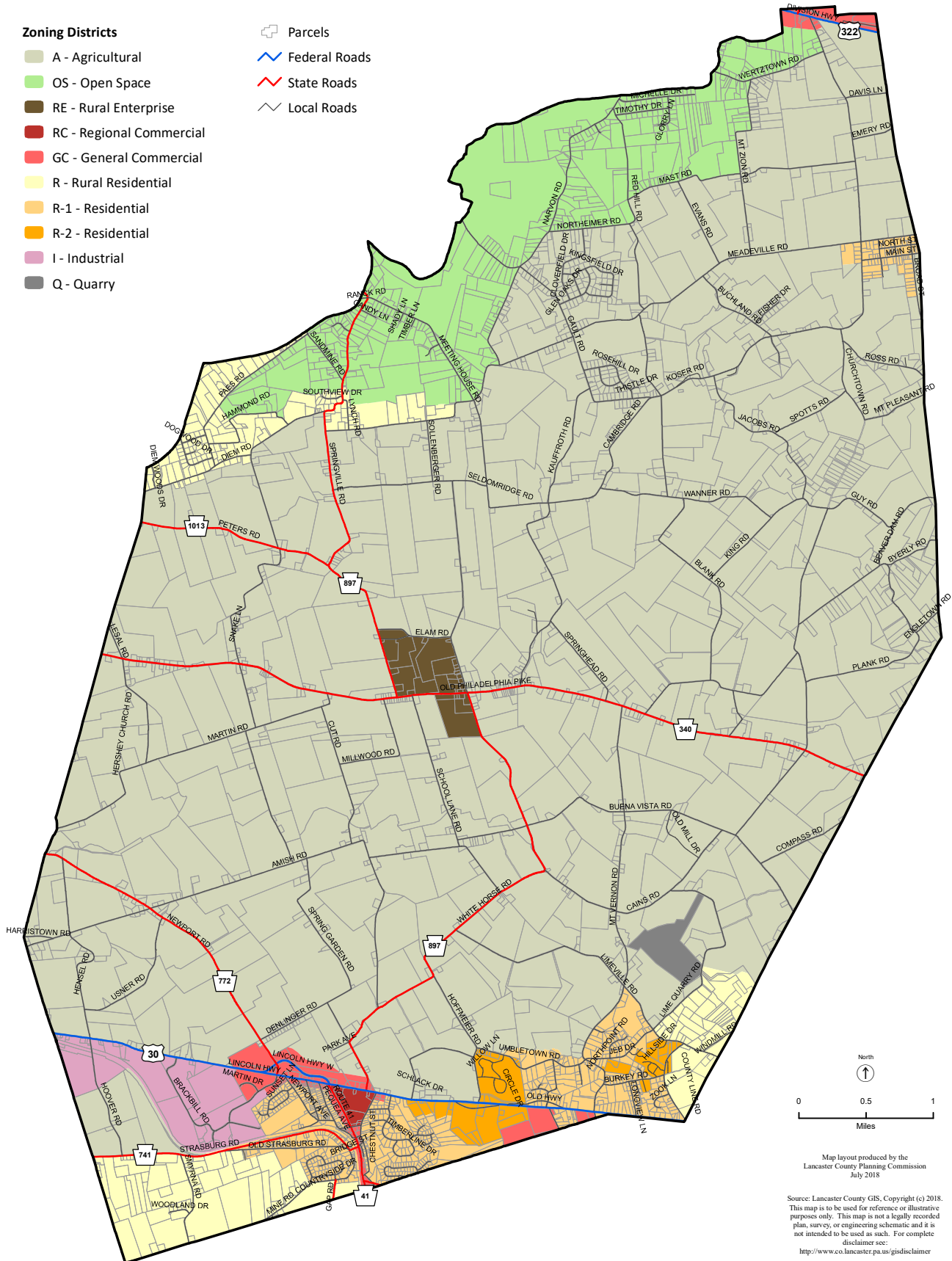
# Zoning Map

Salisbury Township

## Zoning Districts

- A - Agricultural
- OS - Open Space
- RE - Rural Enterprise
- RC - Regional Commercial
- GC - General Commercial
- R - Rural Residential
- R-1 - Residential
- R-2 - Residential
- I - Industrial
- Q - Quarry

- Parcels
- Federal Roads
- State Roads
- Local Roads



Map layout produced by the  
Lancaster County Planning Commission  
July 2018

Source: Lancaster County GIS, Copyright (c) 2018.  
This map is to be used for reference or illustrative  
purposes only. This map is not a legally recorded  
plan, survey, or engineering schematic and it is  
not intended to be used as such. For complete  
disclaimer see:  
<http://www.co.lancaster.pa.us/gisdisclaimer>

# 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** 108 Meetinghouse Rd, Gap, PA 17527

2 **SELLER** Rachel M. Troyer

## 3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential  
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**  
6 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  
7 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  
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist  
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see  
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement  
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 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 any**  
14 **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-**  
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns  
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**  
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

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

### 34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-  
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order  
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

### 38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 \_\_\_\_\_ DATE \_\_\_\_\_

43 **Seller's Initials** RT **Date** 9-6-2025

SPD Page 1 of 11

**Buyer's Initials** \_\_\_\_\_ / \_\_\_\_\_ **Date** \_\_\_\_\_



Association of  
Pennsylvania  
Realtors

Quarryville, 229 W Fourth Street Quarryville PA 17566  
Meryl Stoltzfus

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rev. 3/21, rel. 7/21  
108 Meetinghouse Rd

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwof.com](http://www.lwof.com)

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

### 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
A		✓		
B	✓			
C		✓		

### 2. OWNERSHIP/OCCUPANCY

#### (A) Occupancy

1. When was the Property most recently occupied? Current

2. By how many people? \_\_\_\_\_

3. Was Seller the most recent occupant?

4. If "no," when did Seller most recently occupy the Property? \_\_\_\_\_

(B) Role of Individual Completing This Disclosure. Is the individual completing this form:

1. The owner

2. The executor or administrator

3. The trustee

4. An individual holding power of attorney

(C) When was the Property acquired? 2008

(D) List any animals that have lived in the residence(s) or other structures during your ownership:

horses, goats, chickens, sheep

Explain Section 2 (if needed):

	Yes	No	Unk	N/A
A1				
A2				
A3	✓			
A4				
B1	✓			
B2		✓		
B3		✓		
B4		✓		
C				

### 3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

(A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

(B) 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 \_\_\_\_\_

(C) If "yes," how much are the fees? \$ \_\_\_\_\_, paid ( ) Monthly ( ) Quarterly ( ) Yearly

(D) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: \_\_\_\_\_

(E) If "yes," provide the following information:

1. Community Name \_\_\_\_\_

2. Contact \_\_\_\_\_

3. Mailing Address \_\_\_\_\_

4. Telephone Number \_\_\_\_\_

(F) How much is the capital contribution/initiation fee(s)? \$ \_\_\_\_\_

	Yes	No	Unk	N/A
B1				
B2				
B3				
B4				
C				✓
D				
E1				
E2				
E3				
E4				
F				

**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, condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular 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. ROOFS AND ATTIC

#### (A) Installation

1. When was or were the roof or roofs installed? 1997

2. Do you have documentation (invoice, work order, warranty, etc.)?

#### (B) Repair

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?

2. If it or they were replaced or repaired, were any existing roofing materials removed?

#### (C) Issues

1. Has the roof or roofs ever leaked during your ownership?

2. Have there been any other leaks or moisture problems in the attic?

3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

	Yes	No	Unk	N/A
A1				
A2		✓		
B1		✓		
B2		✓		
C1		✓		
C2		✓		
C3		✓		

Seller's Initials RIT Date 9-6, 2025 SPD Page 2 of 11 Buyer's Initials / Date \_\_\_\_\_

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:

## 5. BASEMENTS AND CRAWL SPACES

### (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?

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### (B) Water Infiltration

- Are you aware of any past or present 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 sewer system?

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:

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

### (A) Status

- Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### (B) Treatment

- Is the 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. Include the name of any service/treatment provider, if applicable:

Guardian Pro

## 7. STRUCTURAL ITEMS

(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(s), basement or crawl space(s)?

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

- Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
- If "yes," indicate type(s) and location(s) \_\_\_\_\_
- If "yes," provide date(s) installed \_\_\_\_\_

(E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?

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

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input checked="" 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"/>
D1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

cracks in driveway

## 8. ADDITIONS/ALTERATIONS

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

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

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
<u>part of basement remodeled</u>	<u>2020</u>	<u>NO</u>	<u>NO</u>

Seller's Initials RIT Date 9-6-2025 SPD Page 3 of 11 Buyer's Initials / Date \_\_\_\_\_

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

☐ A sheet describing other additions and alterations is attached.

(B) Are you aware of any private or public architectural review control of the Property other than zoning codes? If "yes," explain: \_\_\_\_\_

Yes	No	Unk	N/A

**Note to Buyer:** The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changes made by the prior owners. Buyers can have the Property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the Property by previous owners without a permit or approval.

**Note to Buyer:** According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the Property is located may impose restrictions on impervious or semi-pervious surfaces added to the Property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

## 9. WATER SUPPLY

(A) Source. Is the source of your drinking water (check all that apply):

1. Public
2. A well on the Property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other \_\_\_\_\_
8. If no water service, explain: \_\_\_\_\_

(B) General

1. When was the water supply last tested? \_\_\_\_\_  
Test results: \_\_\_\_\_
2. Is the water system shared?  
If "yes," is there a written agreement? \_\_\_\_\_
4. Do you have a softener, filter or other conditioning system? \_\_\_\_\_
5. Is the softener, filter or other treatment system leased? From whom? \_\_\_\_\_
6. If your drinking water source is not public, is the pumping system in working order? If "no," explain: \_\_\_\_\_

(C) Bypass Valve (for properties with multiple sources of water)

1. Does your water source have a bypass valve?
2. If "yes," is the bypass valve working?

(D) Well

1. Has your well ever run dry?
2. Depth of well \_\_\_\_\_
3. Gallons per minute: \_\_\_\_\_ measured on (date) \_\_\_\_\_
4. Is there a well that is used for something other than the primary source of drinking water?  
If "yes," explain \_\_\_\_\_
5. If there is an unused well, is it capped?

	Yes	No	Unk	N/A
A1		✓		
A2	✓			
A3		✓		
A4		✓		
A5		✓		
A6		✓		
A7		✓		
B1			✓	
B2		✓		
B3				✓
B4	✓			
B5		✓		
B6	✓			
C1				✓
C2				
D1		✓		
D2			✓	
D3			✓	
D4	✓	✓		
D5		✓		✓

Seller's Initials RIT

Date 9-6-2025

SPD Page 4 of 11

Buyer's Initials \_\_\_\_\_

Date \_\_\_\_\_

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

(E) Issues

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system and related items?
2. Have you ever had a problem with your water supply?

E1

E2

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

Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

10. SEWAGE SYSTEM

(A) General

1. Is the Property served by a sewage system (public, private or community)?
2. If "no," is it due to unavailability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)?
4. Name of current service provider, if any:

A1

A2

A3

A4

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

(B) Type Is your Property served by:

1. Public
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain:

B1

B2

B3

B4

Yes	No	Unk	N/A

(C) Individual On-lot Sewage Disposal System. (check all that apply):

1. Is your sewage system within 100 feet of a well?
2. Is your sewage system subject to a ten-acre permit exemption?
3. Does your sewage system include a holding tank?
4. Does your sewage system include a septic tank?
5. Does your sewage system include a drainfield?
6. Does your sewage system include a sandmound?
7. Does your sewage system include a cesspool?
8. Is your sewage system shared?
9. Is your sewage system any other type? Explain:
10. Is your sewage system supported by a backup or alternate system?

C1

C2

C3

C4

C5

C6

C7

C8

C9

C10

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

(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? Explain:
5. Where are the septic tanks located?
6. When were the tanks last pumped and by whom?

D1

D2

D3

D4

D5

D6

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

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

1. Are you aware of any abandoned septic systems or cesspools on the Property?
2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?

E1

E2

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

(F) Sewage Pumps

1. Are there any sewage pumps located on the Property?
2. If "yes," where are they located?
3. What type(s) of pump(s)?
4. Are pump(s) in working order?
5. Who is responsible for maintenance of sewage pumps?

F1

F2

F3

F4

F5

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

(G) Issues

1. How often is the on-lot sewage disposal system serviced?
2. When was the on-lot sewage disposal system last serviced and by whom?
3. Is any waste water piping not connected to the septic/sewer system?
4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

G1

G2

G3

G4

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

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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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

### 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 past or present 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
A1			✓	
A2			✓	
A3			✓	
A4	✓			
A5			✓	
A6	✓			
A7			✓	
B		✓		

### 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
- If "yes," is the tank owned by Seller?
5. Solar
- If "yes," is the system owned by Seller?
6. Geothermal
7. Other

(B) System(s)

1. How many water heaters are there? Tanks Tankless
2. When were they installed?
3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain:

	Yes	No	Unk	N/A
A1				
A2				
A3				
A4	✓			
	✓			
A5				
A6				
A7				
B1				
B2			✓	
B3				
C				

### 13. HEATING SYSTEM

(A) Fuel Type(s). Is your heating source (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
- If "yes," is the tank owned by Seller?
5. Geothermal
6. Coal
7. Wood
8. Solar shingles or panels
- If "yes," is the system owned by Seller?
9. Other:

(B) System Type(s) (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant flooring
7. Radiant ceiling

	Yes	No	Unk	N/A
A1	✓			
A2		✓		
A3		✓		
A4	✓			
	✓			
A5		✓		
A6		✓		
A7		✓		
A8		✓		
A9				
B1	✓			
B2				
B3				
B4				
B5	✓			
B6				
B7				

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334 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 the  
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

		Yes	No	Unk	N/A
336	8. Pellet stove(s)				
337	How many and location?				
338	9. Wood stove(s)				
339	How many and location?				
340	10. Coal stove(s)				
341	How many and location?				
342	11. Wall-mounted split system(s)				
343	How many and location? <u>1 Basement</u>	✓			
344	12. Other:				
345	13. If multiple systems, provide locations				
346					
347	(C) Status				
348	1. Are there any areas of the house that are not heated?		✓		
349	If "yes," explain:				
350	2. How many heating zones are in the Property?				
351	3. When was each heating system(s) or zone installed?				
352	4. When was the heating system(s) last serviced?				
353	5. Is there an additional and/or backup heating system? If "yes," explain:				
354					
355	6. Is any part of the heating system subject to a lease, financing or other agreement?		✓		
356	If "yes," explain:				✓
357	(D) Fireplaces and Chimneys				
358	1. Are there any fireplaces? How many?		✓		
359	2. Are all fireplaces working?				✓
360	3. Fireplace types (wood, gas, electric, etc.):				✓
361	4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?				✓
362	5. Are there any chimneys (from a fireplace, water heater or any other heating system)?				
363	6. How many chimneys?				
364	7. When were they last cleaned?				
365	8. Are the chimneys working? If "no," explain:				
366	(E) Fuel Tanks				
367	1. Are you aware of any heating fuel tank(s) on the Property?	✓			
368	2. Location(s), including underground tank(s): <u>back yard</u>				
369	3. If you do not own the tank(s), explain:				
370	(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"		✓		✓
371	explain:				
372	14. AIR CONDITIONING SYSTEM				
373	(A) Type(s). Is the air conditioning (check all that apply):				
374	1. Central air				
375	a. How many air conditioning zones are in the Property?				
376	b. When was each system or zone installed?				
377	c. When was each system last serviced?				
378	2. Wall units				
379	How many and the location?				
380	3. Window units				
381	How many?				
382	4. Wall-mounted split units				
383	How many and the location? <u>1 main floor bedroom</u>	✓			
384	5. Other <u>1 Basement</u>				
385	6. None				
386	(B) Are there any areas of the house that are not air conditioned?				
387	If "yes," explain:				
388	(C) Are you aware of any problems with any item in Section 14? If "yes," explain:		✓		
389					

390 Seller's Initials RIT Date 9-6-2025 SPD Page 7 of 11 Buyer's Initials / Date

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

# 15. ELECTRICAL SYSTEM

## (A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
  - a. If "yes," is it entirely or partially solar powered?
  - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain:

(B) What is the system amperage?

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

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

	Yes	No	Only	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3a	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3b	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# 16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The 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. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

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

(C) Explain any "yes" answers in Section 16:

# 17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

1. Above-ground or in-ground?
2. Saltwater or chlorine?
3. If heated, what is the heat source?
4. Vinyl-lined, fiberglass or concrete-lined?
5. What is the depth of the swimming pool?
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17:

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Buyer's Initials

Date

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www.lwof.com

108 Meetinghouse

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

## 18. WINDOWS

(A) Have any windows or skylights been replaced during your ownership of the Property?

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

(B) Are you aware of any problems with the windows or skylights?

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

## 19. 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?
- 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 on the Property?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*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 further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.*

### (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:

- Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
- Open Space Act- 16 P.S. §11941, et seq.
- Agricultural Area Security Law- 3 P.S. §901, et seq. (Development Rights)
- Any other law/program:

	Yes	No	Unk	N/A
B1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*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):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

	Yes	No	Unk	N/A
C1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*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 19:

## 20. FLOODING, DRAINAGE AND BOUNDARIES

### (A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- 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?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features:

## (B) Boundaries

1. Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
2. Is the Property accessed directly (without crossing any other property) by or from a public road?
3. Can the Property be accessed from a private road or lane?
  - a. If "yes," is there a written right of way, easement or maintenance agreement?
  - b. If "yes," has the right of way, easement or maintenance agreement been recorded?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1		<input checked="" type="checkbox"/>		
B2		<input checked="" type="checkbox"/>		
B3				
3a				
3b				
B4		<input checked="" type="checkbox"/>		

*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.*

Explain any "yes" answers in Section 20(B):

## 21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

### (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?

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		

*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 LAQ 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?
2. If "yes," provide test date and results \_\_\_\_\_
3. Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1		<input checked="" type="checkbox"/>		
B2				
B3				

### (C) Lead Paint

If the 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 on a separate disclosure form.

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?

	Yes	No	Unk	N/A
C1		<input checked="" type="checkbox"/>		
C2		<input checked="" type="checkbox"/>		

### (D) Tanks

1. Are you aware of any existing underground tanks?
2. Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1		<input checked="" type="checkbox"/>		
D2		<input checked="" type="checkbox"/>		

### (E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location: \_\_\_\_\_

	Yes	No	Unk	N/A
E				

### (F) Other

1. Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
3. If "yes," have you received written notice regarding such concerns?
4. Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1		<input checked="" type="checkbox"/>		
F2		<input checked="" type="checkbox"/>		
F3				<input checked="" type="checkbox"/>
F4		<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s):

## 22. MISCELLANEOUS

### (A) Deeds, Restrictions and Title

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

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		

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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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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3. Are you aware of any reason, including a defect in title or contractual obligation such as an option or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the Property?

573

(B) Financial

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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?

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2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of this sale?

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3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581

(C) Legal

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1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?

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2. Are you aware of any existing or threatened legal action affecting the Property?

585

(D) Additional Material Defects

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587

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

588

*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.*

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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 report(s). These inspection reports are for informational purposes only.

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Explain any "yes" answers in Section 22:

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23. ATTACHMENTS

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

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☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)

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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. If any information supplied on this form becomes inaccurate following completion of this form, Seller shall notify Buyer in writing.

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SELLER Rachel M. Troyer

Rachel M. Troyer DATE 9-6-2025

609

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

610

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

611

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

612

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

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

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RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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The undersigned Buyer acknowledges receipt of this 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.

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

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

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

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# CONDITIONS OF SALE

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The Conditions of the present public sale of real estate are as follows:

The property to be sold is 108 Meetinghouse Road, in the Township of Salisbury, County of Lancaster, Commonwealth of Pennsylvania, as more fully described in the legal description 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 attached to these Conditions of Sale, and pay down to Seller THIRTY THOUSAND DOLLARS (\$30,000.00) ("Deposit") or furnish sureties satisfactory to the Seller as security for performance of this Agreement. If any dispute arises among bidders or at the auctioneer's discretion, 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 December 29, 2025, at the offices of Mersky Law Group ("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 or which are of public record, and further 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 4 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 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.

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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.

3. Closing costs shall be paid as follows:
  - (1) ACKNOWLEDGMENTS to the Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.
  - (2) REAL ESTATE TAXES shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis. If applicable, Buyer shall bear the cost of removing any portion of the Premises from its preferential assessment under Act 319.
  - (3) All utilities serving the property shall be paid by Seller to date of settlement or prior delivery of possession.
  - (4) Any "DISBURSEMENT" 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.
4. The Property shall be sold UNDER AND SUBJECT to the following Restrictions and other matters, which shall bind Purchaser, his heirs, successors and assigns:
  - (1) Public and Private rights in and to that portion of the premises lying in the bed of public roads.
  - (2) All matters and facts, including, but not limited to, any discrepancies, encroachments, violations, variations, overlaps, boundary line disputes, shortage in area, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - (3) Subject to Covenant & Restrictions, Right of Ways, and Easements as set forth in Plat Map #J-237-14.
  - (4) Any and all other matters of public record.
5. 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.
6. POSSESSION, unless otherwise noted in the Conditions, shall be given to the Purchaser at settlement, subject to the items identified in the Public Auction Sale Bill and/or announced prior to the auction as reserved.
7. 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.

8. 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.
9. 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.
10. If Seller notifies Buyer that he wishes to enter into a tax deferred exchange for the Premises pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Seller shall indemnify and hold harmless Buyer against any liability which arises from any aspect of the exchange transaction.
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 (other than the Seller's Property Disclosure Statement, annexed hereto, submitted by Seller in good faith and to the best of Seller's knowledge).***

No representations are made or warranties given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, regarding the zoning of the property or that the Property is in compliance with any federal, state or local environmental laws, regulations or ordinances.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the cost of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be

conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

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. Purchaser acknowledges receipt, if applicable, of the Property Disclosure Statement, Lead-Based Paint Hazards Disclosure Form and EPA Lead-Based Paint Pamphlet which are attached hereto, and further acknowledges that no representations have been made contrary thereto and that Purchaser is not relying upon any representations or statements of the Seller, attorney for the Seller or the Auctioneer. The Purchaser releases the Seller, Attorney for the Seller and the Auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.
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 announced prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public announcement 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 and Seller's Property Disclosure Statement annexed hereto, 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.

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.

Dated: \_\_\_\_\_  
Rachel M. Troyer

## LEGAL DESCRIPTION

**PROPERTY****ADDRESS:**

108 Meetinghouse Road, Gap, PA 17527

**COUNTY:**

Lancaster

ALL THAT CERTAIN parcel of land, located west of Meetinghouse Road (T-944) and north of Old Philadelphia Pike (SR-340) in Salisbury Township, Lancaster County, Pennsylvania, which is shown as Lot No. 5 on a Final Subdivision Plan for the Properties of Jonas E. and Amanda S. Stoltzfus, Samuel A. and Susan Jane Stoltzfus, Rachel M. Troyer, and John Arlyn Lapp and Amos S. Lapp, Jr., dated February 17, 2009, and which is recorded in Lancaster County, Pennsylvania, as Plan No. J-237-14. The parcel of land is more particularly bounded and described, according to a survey by Gerald E. Wizon, Professional Land Surveyor, as follows:

BEGINNING at a MagNail set in the approximate centerline of Meetinghouse Road, the northeast corner of Lot No. 4 of the Plan; thence South seventy-three (73) Degrees three (03) Minutes eighteen (18) Seconds West, a distance of two hundred and zero hundredths (200.00) feet to a 3/4" rebar with cap set; thence by Lot No. 6 of the Plan, the following two courses and distances, North sixteen (16) Degrees thirty-six (36) Minutes thirty-eight (38) Seconds West, a distance of one hundred eighty-five and fifteen hundredths (185.15) feet to a 3/4" Rebar with cap set; thence North seventy-three (73) Degrees nineteen (19) Minutes fifty (50) Seconds East, a distance of one hundred ninety-nine and eighty-one hundredths (199.81) feet to a MagNail set in the approximate centerline of Meetinghouse Road, having passed over a 3/4" Rebar with cap set 16.75 feet from the terminus of the line; thence in and along the approximate centerline of Meetinghouse Road, South sixteen (16) Degrees forty (40) Minutes ten (10) Seconds East, a distance of one hundred eighty-four and nineteen hundredths (184.19) feet to the point of Beginning.

CONTAINING 0.847 Acre.

## 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.

If I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN EJECTMENT** against me/us, in favor of the Seller or the latter's assigns, for possession of said Property, and direct the issuing of a writ of possession, with clause or writ of execution for costs: hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand/s and seal/s this 22<sup>nd</sup> day of October, 2025.

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 Thirty Thousand Dollars (\$30,000.00) on behalf of Seller.

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

*J*

Prepared by: Lancaster County Planning Commission

Return to: GERALD E. WIZON, PLS  
476 GAULT ROAD  
NARVON PA 17555

District #: 560



Re: LCPC File #: 73-78-2

*7237-14*

A request to review the plan identified below was received by the Lancaster County Planning Commission on **March 13, 2009** and was reviewed at the Commission meeting on **April 13, 2009**.

**Plan Name:** The Properties of Jonas E. & Amanda S. Stoltzfus, Samuel A. & Susan Jane Stoltzfus, Rachel M. Troyer, John Arlyn Lapp & Amos S. Lapp, Jr.

**Application Classification:** Final

**Municipality:** Salisbury Township

**Project Location:** North side of Old Philadelphia Pike, Rt 340, west side of Meetinghouse Road

**Proposed Use:** Residential/Agricultural

**Number of Lots/Units:** 9/9

**Total Acreage:** 18.899

**Property Owner(s):** Jonas E. & Amanda S. Stoltzfus  
102 Meetinghouse Road Gap, PA 17527

Samuel A. & Susan Jane Stoltzfus  
5555 Old Philadelphia Pike Gap, PA 17527

Rachel M. Troyer  
108 Meetinghouse Road Gap, PA 17527

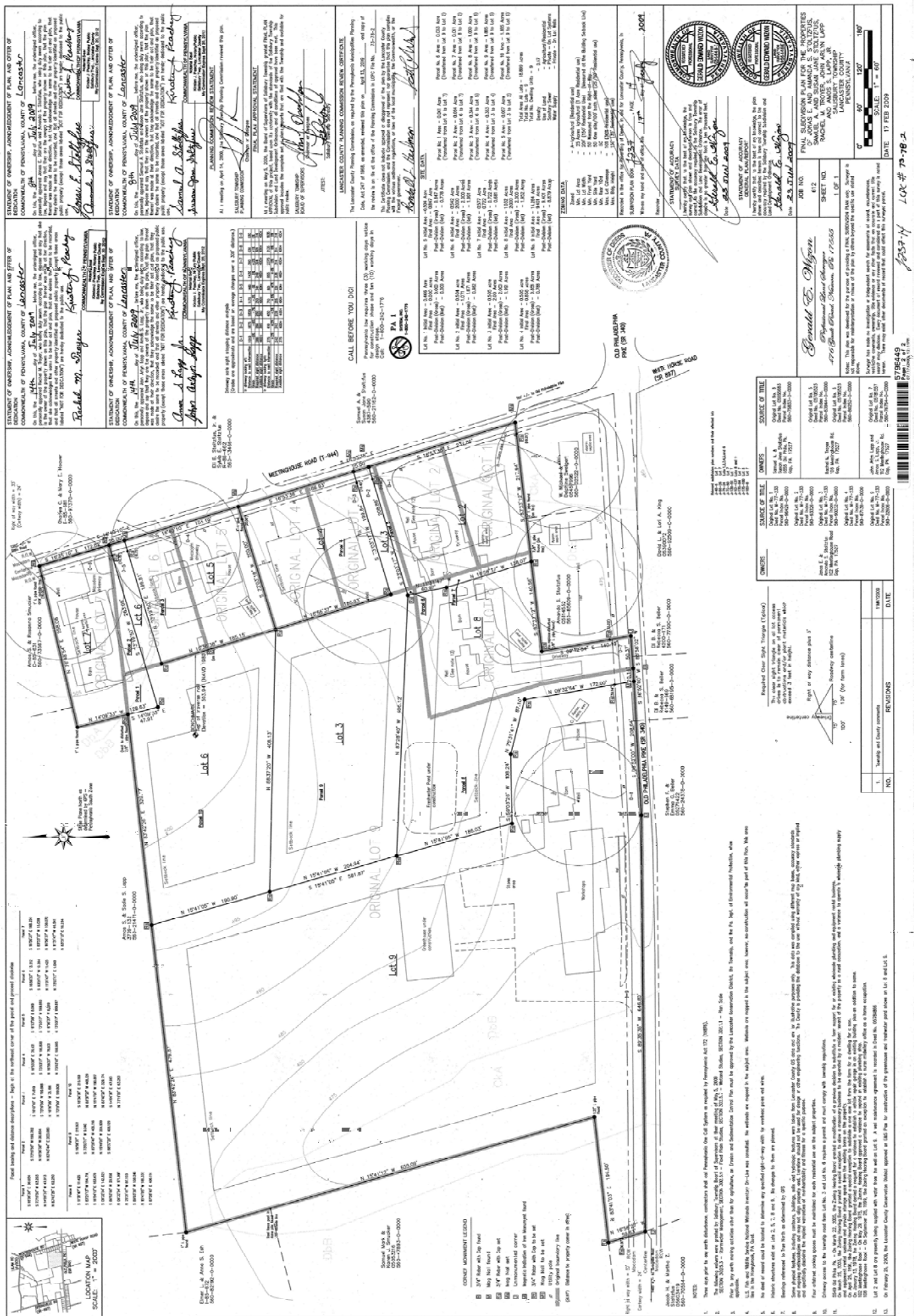
John Arlyn & Amos S., Jr. Lapp  
112 Meetinghouse Road Gap, PA 17527

Certified for Recording by:

*Randall Heilman*

Senior Community Planner

FPB\RLH\fs





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