

# PUBLIC AUCTION

10.58 Acres w/Home & Outbuildings

Sat. August 24, 2024 @ 9:30 A.M. Real Estate @ 12:00 P.M.

419 Wildcat Trail, Liverpool, PA 17045- Perry Co.



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

**BEILER-CAMPBELL**  
AUCTION SERVICES



AY# 002026

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**Auctioneers: Elvin Stoltzfus AU#006393**

Ph. 717-863-8740

**J. Meryl Stoltzfus AU#005403 Ph. 717-629-6036**

**Sellers: Marjorie Schreiber**

**Gregory Schreiber, POA**





**Directions: From Rt. 11/15 N take S. Front St. to Perry Valley Rd, turn left, go to Wildcat Trail, turn left and follow to property on the right.**

### **Vacation Home-- Dream Residence!**

Located 2.6 miles from the Liverpool Boat Access Point on the Susquehanna River. 2,500 sq. ft. living space on 10.6 acres of land. Kitchen is a chef's dream with a huge island, lots of counter space, an adjacent dining area, and a double-sided fireplace that connects the dining and living rooms. Solid maple hardwood floors throughout, cathedral ceilings in the living room, kitchen and master bedroom. Master suite features a luxurious bathroom with a big soaking tub, a walk-in shower, and dual sinks. Step out onto the back deck and enjoy views. Property is perfect for hosting gatherings, with landscaped gardens, big grass yard, and fenced pastures. Enjoy the 32 x 40 horse stable, featuring a wash bay, a tack room, and 2 existing stalls with space to add 4 more stalls. 30 x 30 insulated and heated wood shop with everything set up for a shop enthusiast or craftsman. Ideal spot for a homeowner or a vacation property owner.

**Open House Dates:** Tue. July 30 @ 6-7 P.M. & Thur. August 8 @ 6-7 P.M.

**Terms:** \$40,000 down payment the day of the auction. Settlement on or before **October 23, 2024.**

2% transfer tax to be paid by buyer. **Annual Property Taxes:** \$6,102 prorated to settlement date.

**Bridge Loans Available:** Call Auctioneer for details.

**Personal Property:** 10 in Grizzly table saw; 18 in Bridgewood planer; Rockwell wood lathe; 12 in Craftsman bandsaw; 6-in Rockwell jointer; Central Machinery- stationary belt/disc Sander; 2 Hp Craftsman shaper; Chop saw; Grizzly Dust Collector System; 12 skids of various hardwood lumber; many hand tools associated with woodworking; household furniture.

All information provided is deemed to be accurate but not guaranteed.

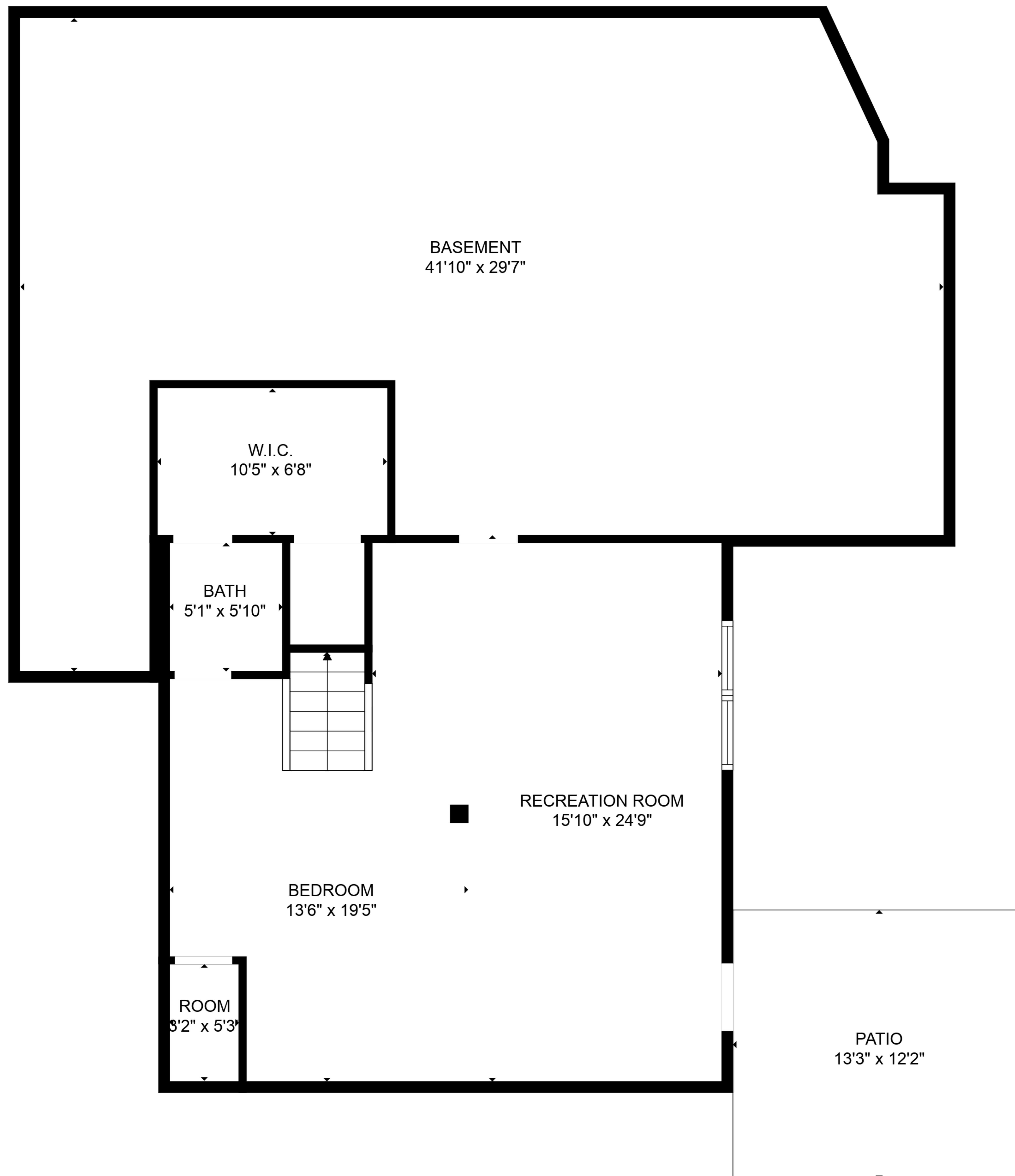
For additional pictures go to [www.beiler-campbellauctions.com](http://www.beiler-campbellauctions.com) or [www.GoToAuction.com](http://www.GoToAuction.com) or [www.auctionzip.com](http://www.auctionzip.com) ID# 23383

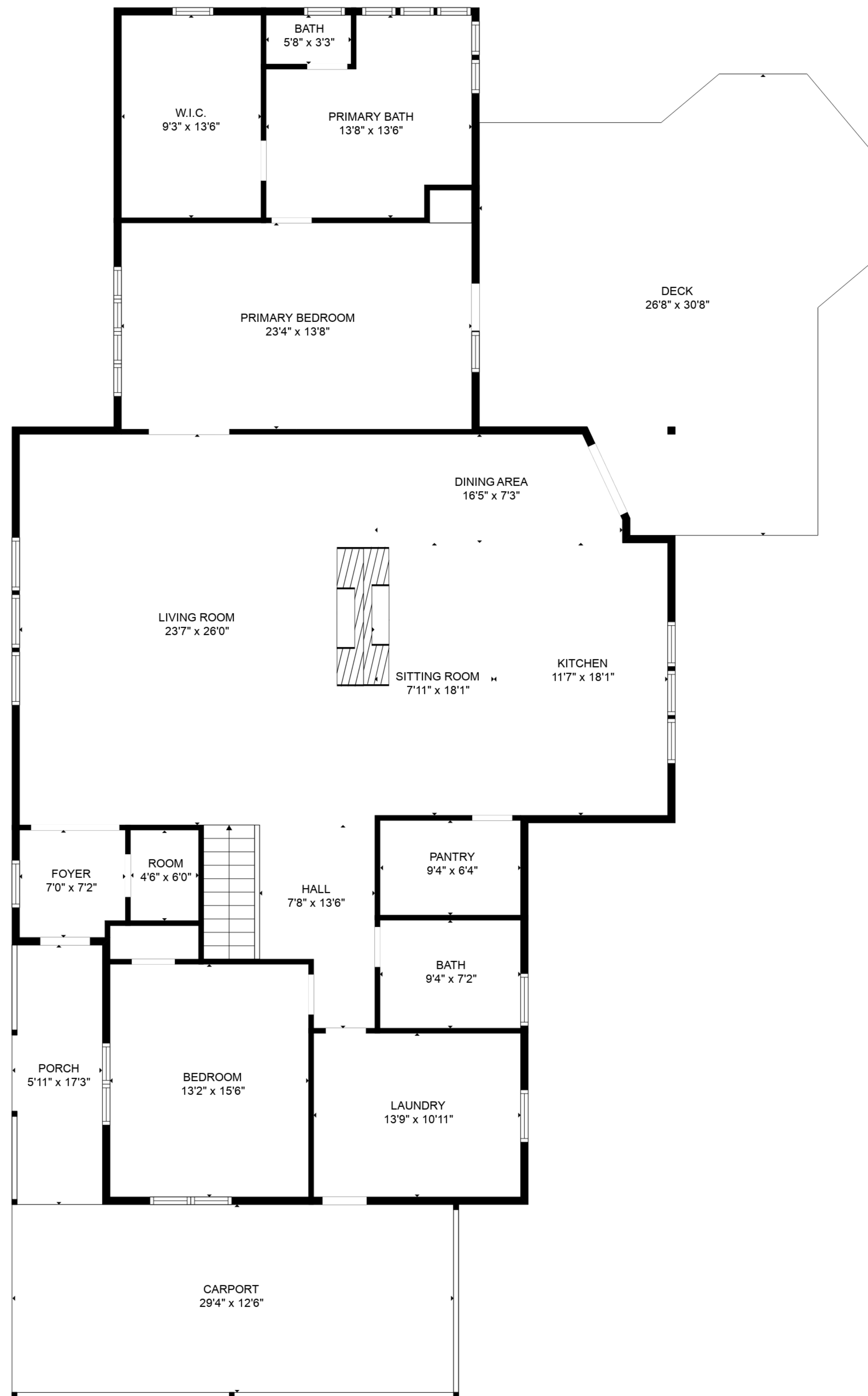




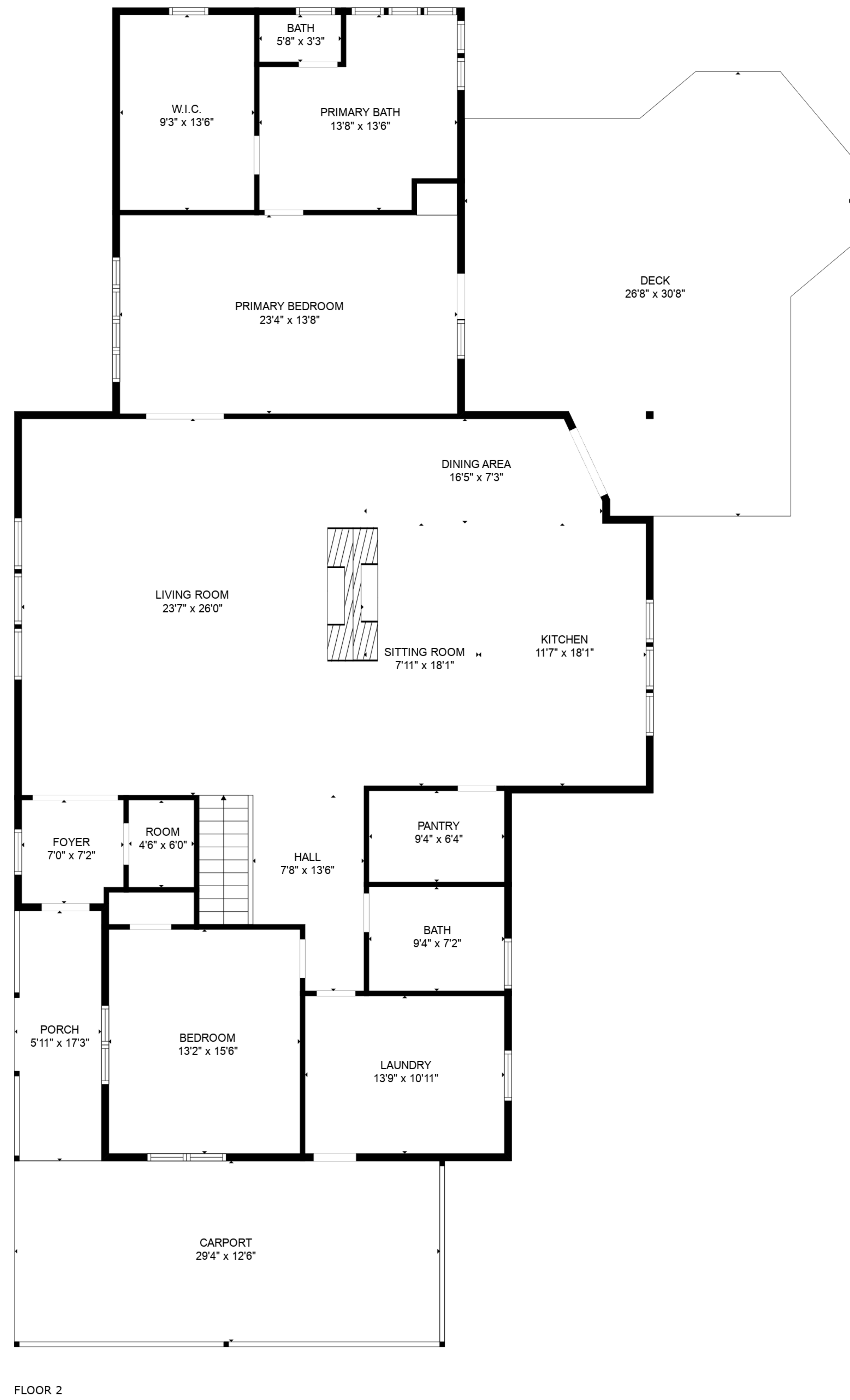
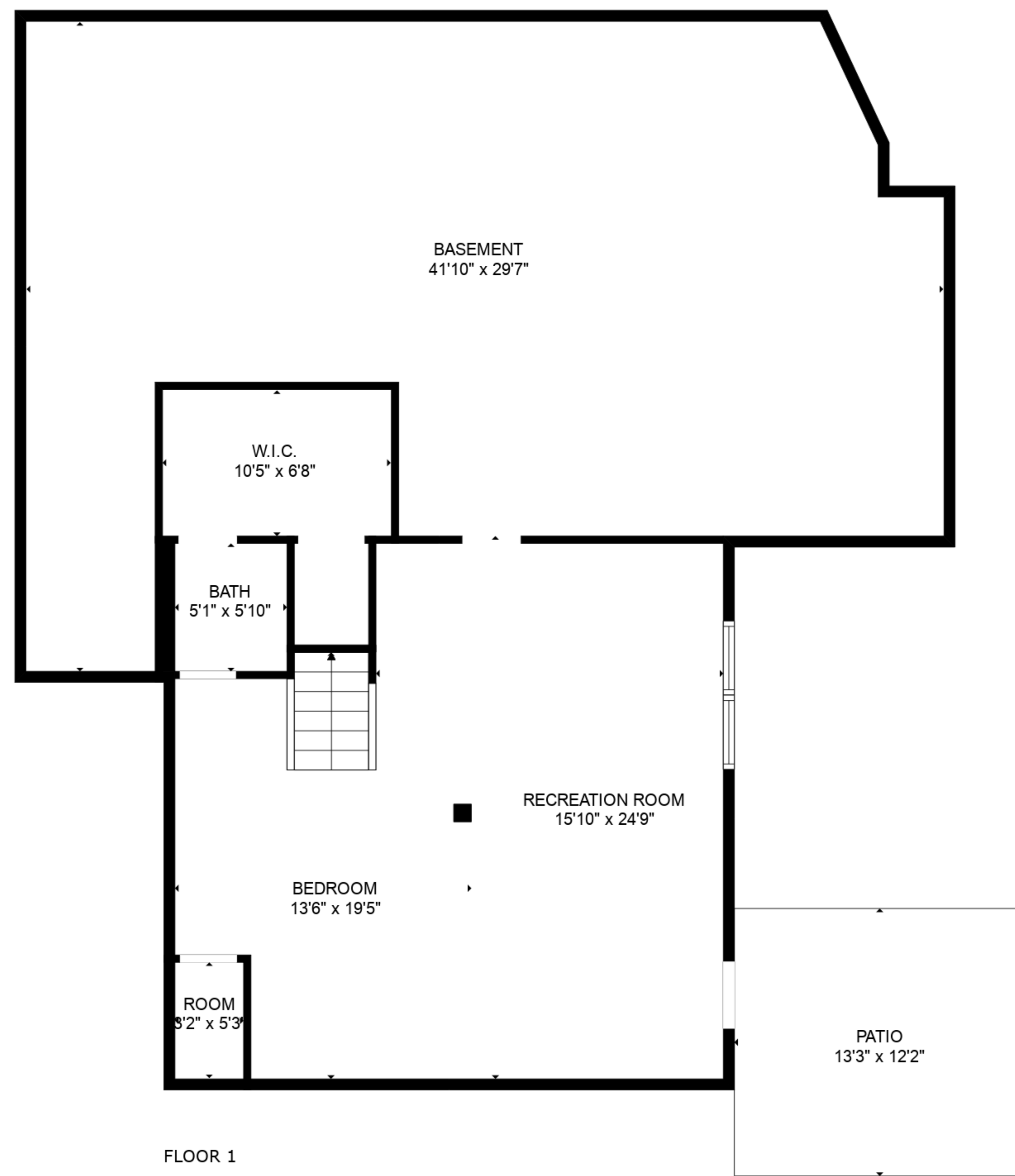












# 8/24/24 Public Auction 419 Wildcat Trail Liverpool PA

Perry County, Pennsylvania, 10.58 AC +/-



 Boundary

# 8/24/24 Public Auction 419 Wildcat Trail Liverpool PA

Perry County, Pennsylvania, 10.58 AC +/-



 Boundary

Boundary 11.8 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
CaC	Calvin shaly silt loam, 8 to 15 percent slopes	9.33	79.13	0	45	3e
MdD	Meckesville very stony silt loam, 8 to 25 percent slopes	1.24	10.52	0	37	6s
KnC	Klinesville very shaly silt loam, 8 to 15 percent slopes	1.23	10.43	0	29	4e
TOTALS		11.8(*)	100%	-	42.53	3.42

(\*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



# THIS DEED

MADE this 22<sup>ND</sup> day of March in the year two thousand four (2004).

**BETWEEN KEVIN E. WOLFE and GRETCHEN A. HOCKER, husband and wife, of Liverpool Township, Perry County, Pennsylvania, GRANTORS, parties of the first part,**

AND

**GEORGE C. SCHREIBER and MARJORIE C. SCHREIBER, his wife, of 166 Red Hill Road, Newport, Perry County, Pennsylvania, 17074, GRANTEES, parties of the second part, as tenants by the entireties,**

**WITNESSETH**, That for and in consideration of the sum of **THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$310,000.00)**, lawful money of the United States of America, unto them well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Grantors have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Grantees, their heirs and assigns forever,

**ALL** that certain piece, parcel or tract of land situate in Liverpool Township, Perry County, Pennsylvania, more particularly bounded and described as follows, to wit:

**BEGINNING** at a nail at the corner of Township Road 511 and land now or formerly of Richard H. Wolfe and Betty J. Wolfe, his wife, at the southeast corner of the property herein described; thence by land now or formerly of Richard H. Wolfe and Betty J. Wolfe, his wife, North 23 degrees 51 minutes 40 seconds West, 749.89 feet to an iron pin; thence by land now or formerly of Richard H. Wolfe and Betty J. Wolfe, his wife, North 56 degrees 51 minutes East, 200.39 feet to an iron pipe; thence by land now or formerly of Richard H. Wolfe and Betty J. Wolfe, his wife, North 78 degrees 31 minutes 27 seconds East, 286.73 feet to an iron pipe; thence by land now or formerly of Richard H. Wolfe and Betty J. Wolfe, his wife, South 84 degrees 45 minutes 01 second East, 230.16 feet to a concrete monument; thence by land now or formerly of Richard H. Wolfe and Betty J. Wolfe, his wife, South 21 degrees 45 minutes 54 seconds East, 498.36 feet to a concrete monument on the southern dedicated right-of-way line of T-511; thence along Township Road 511, South 53 degrees 23 minutes 40 seconds West, 22.99 feet to an iron pipe; thence continuing along Township Road 511, South 53 degrees 23 minutes 40 seconds West, 422.90 feet to an iron pipe; thence along Township Road 511, South 63 degrees West, 226.12 feet to the point of **BEGINNING**, **CONTAINING** 10.5810 acres, and being Lot No. 3 on the subdivision plan recorded in Perry County Plan Book 40 at Page 128.

ALLEN E. HENCH  
ATTORNEY AT LAW

224 MARKET ST.  
NEWPORT, PA 17074  
TEL: (717) 567-3139  
FAX: (717) 567-3130

**BEING** the same property conveyed to Kevin E. Wolfe and Gretchen A. Hocker, husband and wife, by deed of Richard E. Wolfe and Betty J. Wolfe, his wife, dated December 22, 1998 and recorded in Perry County Record Book 1157 at Page 204, and a corrective deed for the conveyance between the parties dated December 7, 1993 and recorded in Perry County Record Book 792 at Page 110.

**UNDER AND SUBJECT TO** the same rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, deeds of conveyances, or visible on ground.

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

**TO HAVE AND TO HOLD** the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned, and intended to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, **FOREVER**.

**AND** the said Grantors will specially warrant the property herein conveyed.

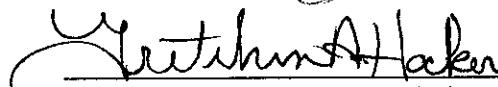
**IN WITNESS WHEREOF**, said Grantors have hereunto set their hands and seals the day and year first above written.

In the presence of:

Judith Hill

 (SEAL)  
KEVIN E. WOLFE

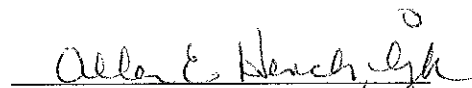
\_\_\_\_\_

 (SEAL)  
GRETCHEN A. HOCKER

### CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the within-named Grantees is as follows:

419 Wildcat Trail  
Liverpool, PA  
17045

  
Attorney or Agent for Grantees

## ACCESS EASEMENT AGREEMENT

This Agreement is made this 20<sup>th</sup> day of June, 2006, by and between **George C. Schreiber** and **Marjorie C. Schreiber**, husband and wife, of Liverpool Township, Perry County, Pennsylvania, party of the first part, hereinafter referred to as Grantor,

A N D

**Brian M. Wetzel** and **Jennifer L. Denchak**, unmarried and holding title as joint tenants with rights of survivorship and not tenants in common, of New Buffalo, Perry County, Pennsylvania, party of the second part, hereinafter referred to as Grantee.

### Background of Agreement

1. Grantee acquired real estate consisting of 10.096 acres from Beatrice A. Kubany, widow, by Deed dated June 20, 2006 and recorded in the Office of the Recorder of Deeds in and for Perry County as Instrument Number 200606069 on June 30, 2006. This real estate is hereinafter referred to as the "Wetzel Property." The Wetzel Property has an address of 293 Wildcat Trail, Liverpool, PA 17045.

2. Grantor is the owner of property consisting of 10.581 acres located at 419 Wildcat Trail, Liverpool, PA 17045, and evidenced by Deed dated March 22, 2004, and recorded on March 29, 2004 in the Office of the Recorder of Deeds in and for Perry County as Instrument Number 200403095. This real estate is hereinafter referred to as the "Schreiber Property."

3. The Wetzel Property is located on the southern side of Township Road 511 (also known as "Wildcat Trail"), and the Schreiber Property is located mostly on the northern side of Township Road 511. At first glance, it appears as if the Wetzel Property and Schreiber Property are separated by Township Road 511. However, Township Road 511 does not follow the boundary line between the two properties. Instead, it bisects the Schreiber Property, so that Grantor owns some land on both sides of Township Road 511. On the southern side of Township Road 511, where the Wetzel Property is located, Grantor owns only a very narrow strip of land. However, Grantor's land separates the Wetzel Property from Township Road 511. See attached Exhibit A.

4. Grantor has agreed to provide Grantee with an access easement from the Wetzel Property to Township Road 511 across the entire portion of the Schreiber Property that is located between the Wetzel Property and Township Road 511.

## **Terms of Agreement**

INTENDING TO BE LEGALLY BOUND, and for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree, covenant and represent as follows:

1. Grantor hereby grants and conveys to Grantee, his heirs, personal representatives, successors, assigns, tenants, invitees and possessors, an access easement over the entire portion of the Schreiber Property that is located between the Wetzel Property and Township Road 511.
2. Grantee has the right to select the location of the access easement at his discretion.
3. The width of the access easement shall be 50 feet throughout, or the width required by the Liverpool Township Zoning and/or Subdivision and Land Development Ordinance for the construction of a driveway at the time of construction, whichever is larger.
4. Grantor conveys and agrees that this access easement shall be for the ingress, egress and regress to and from the Wetzel Property and Grantor further agrees that the access easement area can be used to locate utilities of any kind or manner for the benefit of the Wetzel Property.
5. This access easement shall be an exclusive easement for the Wetzel Property. It shall be available for any and all present or future uses of the Wetzel Property.
6. The cost to construct, maintain, improve or repair any or all portions of this access easement shall be borne solely by Grantee.
7. This easement and the terms of this document shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. This access right-of-way easement shall be a covenant running with the Wetzel and Schreiber Properties.

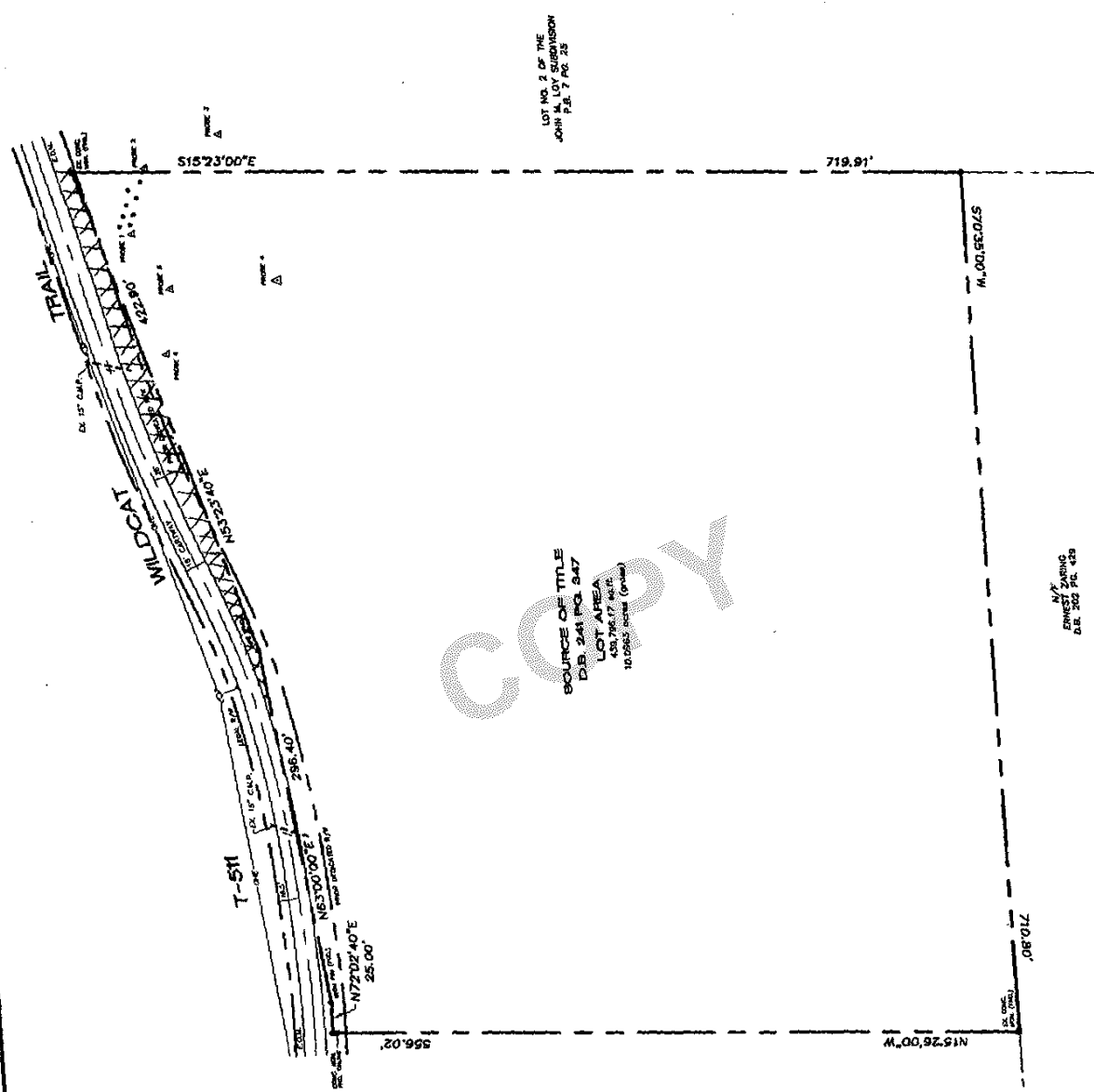


LOT NO. 1 OF THE JOHN M. LOY  
 SUBDIVISION PLAN  
 PLAN BOOK 7 PG. 88  
 LIVERPOOL TOWNSHIP, HENRY COUNTY, PA.

NO.	DATE	DESCRIPTION

**HOOPER**  
 ENGINEERING SURVEYING & MAPPING  
 1000 W. MARKET ST. SUITE 200  
 HENRY COUNTY, PA. 17045  
 TEL: 717-233-1100 FAX: 717-233-1101

Sheet 1 of 1

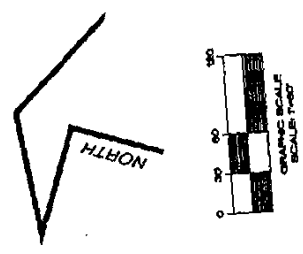


LOT NO. 2 OF THE  
 JOHN M. LOY SUBDIVISION  
 P.L. 7 PG. 25


SOURCE OF TITLE  
 D.B. 241 PG. 847  
 LOT AREA  
 439,796.17 SQ. FT.  
 10.0585 ACRES (approx)

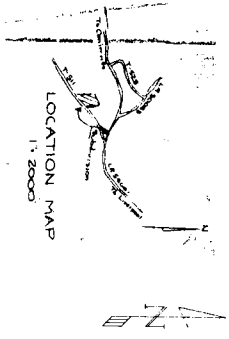
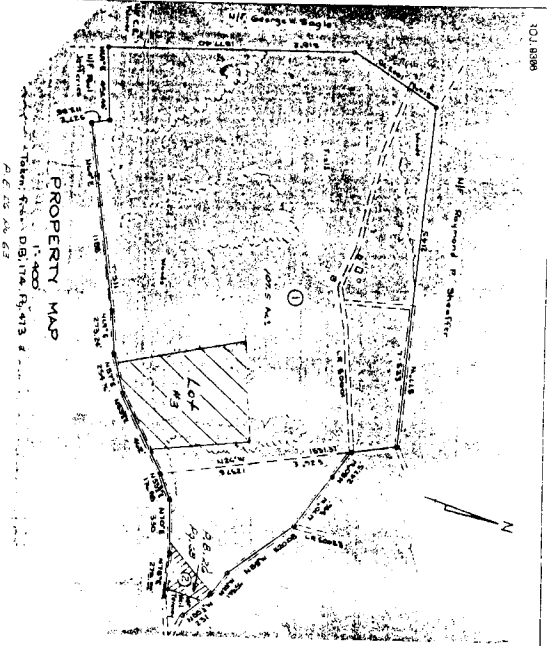
N.Y.  
 ERNEST ZANKING  
 D.B. 203 PG. 429

N.Y.  
 HAROLD SCHWARTZ  
 D.B. 232 PG. 155



OWNER:  
 BRIAN WETZEL  
 393 WILDCAT TRAIL  
 LIVERPOOL, PA 17045


 Easement Area



COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF PERRY

ON THIS 21<sup>st</sup> DAY OF July, 1983, BEFORE ME A NOTARY PUBLIC, James A. Anderson, known to me to be the person whose name is subscribed to the foregoing plat and deed, the same to be recorded as such.

MY COMMISSION EXPIRES 1984

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED HAS LEGAL OR EQUITABLE TITLE TO THE LAND SHOWN HEREON.

ALL STREETS SHOWN HEREON IF NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

James A. Anderson OWNER  
 CHAIRMAN

Robert H. Hefner SECRETARY

REVIEWED THIS 21<sup>st</sup> DAY OF July, 1983 BY THE PERRY COUNTY PLANNING COMMISSION

James A. Anderson CHAIRMAN

REVIEWED THIS 21<sup>st</sup> DAY OF July, 1983 BY LIVERPOOL TOWNSHIP ENGINEER

Robert H. Hefner SECRETARY

APPROVED THIS 4 DAY OF October, 1983 BY LIVERPOOL TOWNSHIP SUPERVISORS

Robert H. Hefner

RECORDED IN PLAN BOOK 40 PAGE 128  
 THIS 28<sup>th</sup> DAY OF October, 1983

Key: Richard H. Wolfe REORDER

**BUILDING SETBACK REQUIREMENTS**  
 FRONT - 30' FROM DEDICATED R/W LINE  
 SIDE - 10' FROM PROPERT/VADJ. LINE  
 REAR - 25' FROM PROPERT/VADJ. LINE

**PROPERT/VADJ. LEGEND**  
 ○ = IRON PIPE  
 ■ = CONCRETE MONUMENT

**PRELIMINARY/FINAL SUBDIVISION PLAN FOR**  
 LIVERPOOL TOWNSHIP RICHARD H. WOLFE  
 OWNER - SUBDIVIDER RICHARD H. WOLFE  
 ADDRESS - 30 4180 X 388 LIVERPOOL, PA  
 PHONE - (717) 444-8848

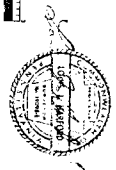
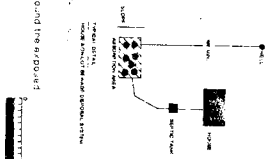
**LAND USE - RESIDENTIAL**  
 ZONING - NONE EXIST  
 TOTAL ACRES - 18.4  
 DEED REFERENCE D174 P2473

**PROFESSIONAL LAND SURVEYOR**  
 LOUIS J. HARFORD  
 REGISTERED PROFESSIONAL LAND SURVEYOR

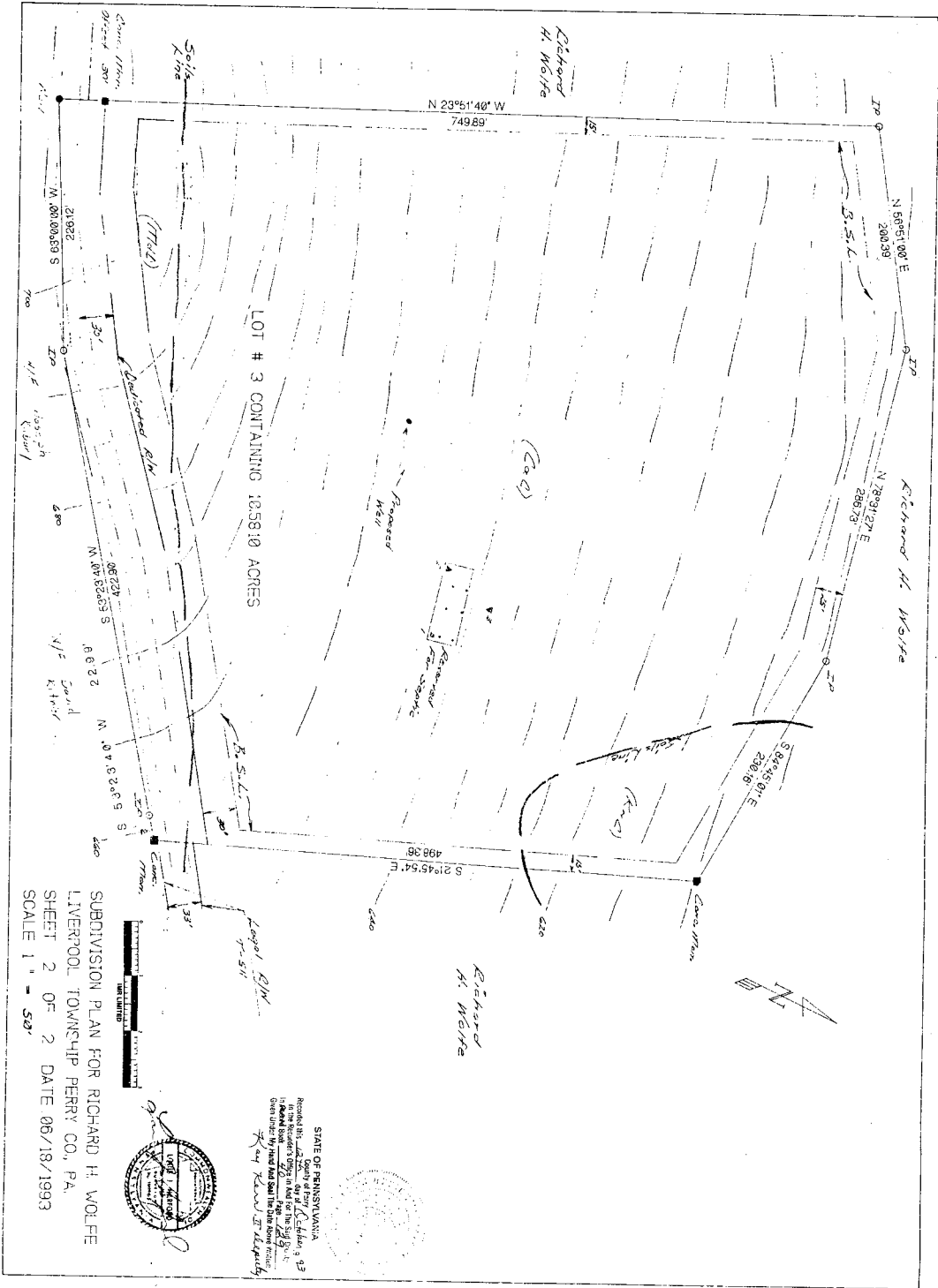
DATE MADE 9/83  
 PREPARED BY  
 CHECKED BY R.H.  
 SHEET NO. OF 2

NOTE:  
 1. LOT #3 IS NOT LOCATED WITHIN ANY FLOOD ZONE AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM MAPS FOR LIVERPOOL TOWNSHIP, PERRY COUNTY, PA.  
 2. LOT #3 IS NOT SITUATED WITHIN ANY WETLANDS AS DEFINED AND IDENTIFIED BY THE NATIONAL WETLANDS INVENTORY FOR LOUIS J. HARFORD P.L.S. MAKES NO WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED CONCERNING THE ENVIRONMENTAL CONDITIONS OF THE AREAS SHOWN HEREON DESCRIBED.  
 3. CONSULTATION WITH A QUALIFIED TECHNICAL ENGINEER OR A QUALIFIED CONSULTING ENGINEER OR A QUALIFIED TECHNICAL ENGINEER IS NECESSARY TO DETERMINE IF ANY OTHER SPECIFIC WETLANDS EXIST ON THE SITE.

**SEDIMENT AND EROSION CONTROL INFORMATION:**  
 SOILS TYPE: ABB - CAC/CH/C - L/VD  
 Recommendations:  
 Excavated soils are to be stored and mulched as soon as possible after production to minimize erosion. During construction, top soil should be placed on the high side of the excavated areas to prevent the runoff of silt around the exposed area and on the low side to provide a catchment to keep eroded soils on the lot.  
 No public water or sewerage facilities are available to service these lots.

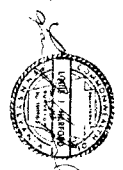


BK - 40 PG - 128



LOT # 3 CONTAINING 1058.10 ACRES

SUBDIVISION PLAN FOR RICHARD H. WOLFE  
 LIVERPOOL TOWNSHIP PERRY CO., PA.  
 SHEET 2 OF 2 DATE 08/18/1993  
 SCALE 1" = 50'



STATE OF PENNSYLVANIA  
 County of Perry  
 Richard H. Wolfe, Surveyor General  
 No. 14708  
 My Comm. Expires 08/18/1993

BK-40PG-129

**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 419 Wildcat Trl, Liverpool, Pa 17045**

2 **SELLER** Marjorie C Schreiber

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 disclou-  
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 GCS Date 7/3/24

SPD Page 1 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.

**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? currently
- 2. By how many people? 2
- 3. Was Seller the most recent occupant?
- 4. If "no," when did Seller most recently occupy the Property? X

**(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? 2004

(D) List any animals that have lived in the residence(s) or other structures during your ownership: 1 cat

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? \_\_\_\_\_
- 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		✓		

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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 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		✓		
A2		✓		
A3				✓
A4				✓
B1		✓		
B2		✓		
B3		✓		

**(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		✓		
A2		✓		
B1		✓		
B2		✓		

**(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: \_\_\_\_\_

**7. STRUCTURAL ITEMS**

- Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
  - Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?
  - 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 \_\_\_\_\_
- Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?
  - Are you aware of any defects (including stains) in flooring or floor coverings?

	Yes	No	Unk	N/A
A		✓		
B		✓		
C		✓		
D1			✓	
D2				
D3				
E		✓		
F		✓		

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: \_\_\_\_\_

**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	✓			

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)
carport	2006	Unk	Unk

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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.

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

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: \_\_\_\_\_

	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				✓

(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?

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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.

(E) Issues

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

	Yes	No	Unk	N/A
E1		✓		
E2		✓		

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

- Is the Property served by a sewage system (public, private or community)?
- If "no," is it due to unavailability or permit limitations?
- When was the sewage system installed (or date of connection, if public)? 1999
- Name of current service provider, if any: \_\_\_\_\_

	Yes	No	Unk	N/A
A1	✓			
A2				✓
A3				
A4				✓

(B) Type Is your Property served by:

- Public
- Community (non-public)
- An individual on-lot sewage disposal system
- Other, explain: \_\_\_\_\_

	Yes	No	Unk	N/A
B1		✓		
B2		✓		
B3	✓			
B4		✓		

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

- Is your sewage system within 100 feet of a well?
- Is your sewage system subject to a ten-acre permit exemption?
- Does your sewage system include a holding tank?
- Does your sewage system include a septic tank?
- Does your sewage system include a drainfield?
- Does your sewage system include a sandmound?
- Does your sewage system include a cesspool?
- Is your sewage system shared?
- Is your sewage system any other type? Explain: \_\_\_\_\_
- Is your sewage system supported by a backup or alternate system?

	Yes	No	Unk	N/A
C1		✓		
C2			✓	
C3		✓		
C4	✓			
C5	✓			
C6		✓		
C7		✓		
C8		✓		
C9				✓
C10		✓		

(D) Tanks and Service

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property? Explain \_\_\_\_\_
- Where are the septic tanks located? behind house
- When were the tanks last pumped and by whom? \_\_\_\_\_

	Yes	No	Unk	N/A
D1			✓	
D2			✓	
D3			✓	
D4		✓		
D5				
D6			✓	

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

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

	Yes	No	Unk	N/A
E1		✓		
E2				✓

(F) Sewage Pumps

- Are there any sewage pumps located on the Property?
- If "yes," where are they located? \_\_\_\_\_
- What type(s) of pump(s)? \_\_\_\_\_
- Are pump(s) in working order?
- Who is responsible for maintenance of sewage pumps? \_\_\_\_\_

	Yes	No	Unk	N/A
F1		✓		
F2				✓
F3				✓
F4				✓
F5				✓

(G) Issues

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

	Yes	No	Unk	N/A
G1			✓	
G2			✓	
G3			✓	
G4		✓		

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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 \_\_\_\_\_

	Yes	No	Unk	N/A
A1			✓	
A2			✓	
A3			✓	
A4			✓	
A5			✓	
A6			✓	
A7			✓	
B	✓			

(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: \_\_\_\_\_

**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 \_\_\_\_\_

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

(B) **System(s)**

1. How many water heaters are there? 1 - oil furnace  
Tanks 1 Tankless \_\_\_\_\_
2. When were they installed? 1999
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: \_\_\_\_\_

**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: \_\_\_\_\_

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

(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

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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.

- 8. Pellet stove(s) \_\_\_\_\_  
How many and location? \_\_\_\_\_
- 9. Wood stove(s) \_\_\_\_\_  
How many and location? \_\_\_\_\_
- 10. Coal stove(s) \_\_\_\_\_  
How many and location? \_\_\_\_\_
- 11. Wall-mounted split system(s) \_\_\_\_\_  
How many and location? \_\_\_\_\_
- 12. Other: \_\_\_\_\_
- 13. If multiple systems, provide locations \_\_\_\_\_

	Yes	No	Unk	N/A
B8		✓		
B9		✓		✓
B10		✓		✓
B11		✓		✓
B12		✓		
B13				✓

**(C) Status**

- 1. Are there any areas of the house that are not heated?  
If "yes," explain: \_\_\_\_\_
- 2. How many heating zones are in the Property? four
- 3. When was each heating system(s) or zone installed? 1999
- 4. When was the heating system(s) last serviced? \_\_\_\_\_
- 5. Is there an additional and/or backup heating system? If "yes," explain: \_\_\_\_\_
- 6. Is any part of the heating system subject to a lease, financing or other agreement?  
If "yes," explain: \_\_\_\_\_

C1		✓		✓
C2				
C3				
C4			✓	
C5		✓		
C6		✓		✓

**(D) Fireplaces and Chimneys**

- 1. Are there any fireplaces? How many? 1
- 2. Are all fireplaces working?
- 3. Fireplace types (wood, gas, electric, etc.): LP
- 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?
- 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?
- 6. How many chimneys? 2
- 7. When were they last cleaned? \_\_\_\_\_
- 8. Are the chimneys working? If "no," explain: \_\_\_\_\_

D1				
D2	✓			
D3				
D4			✓	
D5	✓			
D6				
D7			✓	
D8	✓			

**(E) Fuel Tanks**

- 1. Are you aware of any heating fuel tank(s) on the Property?
- 2. Location(s), including underground tank(s): basement
- 3. If you do not own the tank(s), explain: \_\_\_\_\_

E1	✓			
E2				
E3				✓

**(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes," explain: \_\_\_\_\_**

F		✓		
---	--	---	--	--

**14. AIR CONDITIONING SYSTEM**

**(A) Type(s).** Is the air conditioning (check all that apply):

- 1. Central air \_\_\_\_\_
  - a. How many air conditioning zones are in the Property? \_\_\_\_\_
  - b. When was each system or zone installed? 1999
  - c. When was each system last serviced? \_\_\_\_\_
- 2. Wall units \_\_\_\_\_  
How many and the location? \_\_\_\_\_
- 3. Window units \_\_\_\_\_  
How many? \_\_\_\_\_
- 4. Wall-mounted split units \_\_\_\_\_  
How many and the location? \_\_\_\_\_
- 5. Other \_\_\_\_\_
- 6. None \_\_\_\_\_

A1	✓			
1a			✓	
1b				
1c			✓	
A2		✓		
A3		✓		✓
A4		✓		✓
A5		✓		
A6		✓		

**(B) Are there any areas of the house that are not air conditioned?**

If "yes," explain: \_\_\_\_\_

B		✓		✓
---	--	---	--	---

**(C) Are you aware of any problems with any item in Section 14? If "yes," explain: \_\_\_\_\_**

C		✓		
---	--	---	--	--

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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.

**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	Unk	N/A
A1		✓		
A2	✓			
A3		✓		
3a				✓
3b				✓
B			✓	
C		✓		
D		✓		

**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		✓		Sprinkler 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		✓		
A1				✓
A2				✓
A3				✓
A4				✓
A5				✓
A6				✓
A7				✓
B		✓		
B1				✓
B2				✓

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

	Yes	No	Unk	N/A
A		✓		
B		✓		

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**

- 1. Are you aware of any fill or expansive soil on the Property?
- 2. Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property?
- 3. Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property?
- 4. Have you received written notice of sewage sludge being spread on an adjacent property?
- 5. 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		✓		
A2		✓		
A3		✓		
A4			✓	
A5		✓		

*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:

- 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: \_\_\_\_\_

	Yes	No	Unk	N/A
B1			✓	
B2			✓	
B3			✓	
B4			✓	

*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. Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: \_\_\_\_\_

	Yes	No	Unk	N/A
C1		✓		
C2		✓		
C3		✓		
C4		✓		
C5		✓		

*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**

- 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?

	Yes	No	Unk	N/A
A1		✓		
A2		✓		
A3			✓	
A4		✓		
A5		✓		
A6		✓		
A7				✓

Seller's Initials GCS/ Date 7/3/24 SPD Page 9 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 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	✓			
B2	✓			
B3	✓			
3a		✓		
3b		✓		
B4		✓		

*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): The easement is to neighbor across the road to access their property and does not affect access to this property.

**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		✓		
A2		✓		

*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?
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		✓		
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		✓		
C2		✓		

**(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		✓		
D2		✓		

**(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		✓		
F2		✓		
F3				✓
F4		✓		

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		✓		
A2		✓		

Seller's Initials GCS Date 7/3/24 SPD Page 10 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.

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?

	Yes	No	Unk	N/A
A3		✓		
B1		✓		
B2		✓		
B3		✓		
C1		✓		
C2		✓		
D1		✓		

**(B) Financial**

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

**(C) Legal**

- Are you aware of any violations of federal, state, or local laws or regulations relating to this Property?
- Are you aware of any existing or threatened legal action affecting the Property?

**(D) Additional Material Defects**

- 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.*

- 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.

Explain any "yes" answers in Section 22: \_\_\_\_\_

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

SELLER Gregory C. Schreiber POA Gregory C. Schreiber DATE 7/3/24  
 SELLER Marjorie C Schreiber Marjorie C Schreiber DATE 7-3-24  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

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.

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

# RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

## THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 419 Wildcat Trl, Liverpool, Pa 17045

2 **SELLER** Marjorie C Schreiber, Gregory C. Schreiber POA

3 **LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such

5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead

6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,

7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest

8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or

9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for

10 possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

12  CS#1 Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

13  Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the

14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other

15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

16

17 **SELLER'S RECORDS/REPORTS**

18  CS#1 Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

19  Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in

20 or about the Property. (List documents): \_\_\_\_\_

21

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.

23 **SELLER** DocuSigned by: Marjorie C Schreiber **DATE** \_\_\_\_\_

24 **SELLER** Gregory C. Schreiber POA **DATE** 7/2/2024

25 **SELLER** 754E4D27CC04DF... **DATE** \_\_\_\_\_

26 **BUYER** \_\_\_\_\_

27 **DATE OF AGREEMENT** \_\_\_\_\_

28 **BUYER'S ACKNOWLEDGMENT**

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

30  /  Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records

31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

32 Buyer has (initial one):

33  /  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of

34 lead-based paint and/or lead-based paint hazards; or

35  /  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based

36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

39 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

40 **BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

41 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

42  <sup>OS</sup> Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint

43  <sup>EAS</sup> Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

45 **Seller Agent and Buyer Agent must both sign this form.**

46 **BROKER FOR SELLER (Company Name)** Beiler-Campbell Realtors

47 **LICENSEE** Elvin A Stoltzfus **DATE** 7/2/2024

48 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_

49 **LICENSEE** \_\_\_\_\_ **DATE** \_\_\_\_\_



**SCHREIBER REAL ESTATE AUCTION TERMS:**

1. \$40,00.00 IS DUE TODAY FROM THE SUCCESSFUL BIDDER
2. BALANCE OF THE PURCHASE PRICE IS DUE AT SETTLEMENT WHICH WILL OCCUR ON OR BEFORE OCTOBER 23, 2024.
3. POSSESSION WILL BE DELIVERED AT THE TIME OF SETTLEMENT
4. PROPERTY TAXES WILL BE PRORATED AS OF SETTLEMENT
5. REALTY TRANSFER TAXES WILL BE PAID IN FULL BY BUYER
6. TITLE WILL BE FREE AND CLEAR OF LIENS, GOOD AND MARKETABLE, AND DELIVERED BY SPECIAL WARRANTY DEED
7. NO WARRANTIES ARE GIVEN EXCEPT AS TO TITLE
8. PROPERTY IS SOLD AS IS
9. PROPERTY IS SOLD SUBJECT TO NO CONTINGENCIES; BUYER PAYS ALL BUYER FINANCING OR OTHER COSTS AND FEES. IN THE EVENT THE BUYER BREACHES THE CONTRACT, THE SELLER HAS THE RIGHT TO RETAIN THE DOWN PAYMENT OR SEEK OTHER LEGAL REMEDIES
10. SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS



**AGREEMENT OF SALE**

THIS AGREEMENT OF SALE IS MADE this 24<sup>th</sup> day of August, two thousand and twenty-four (2024),

BETWEEN MARJORIE SCHREIBER, of 400 Locust Street, Liverpool, Pennsylvania, 17045, Seller(s), or Party of the First Part

AND

\_\_\_\_\_  
Buyer (Buyers) or Party of the Second Part

WITNESSETH: that the said Party of the First Part, in consideration of the covenants and agreements hereinafter contained, on the part of the said Party of the Second Part to be kept and performed, has agreed, and does hereby agree to sell and convey unto the said Party of the Second Part, his/her/their heirs and assigns,

All that certain piece, parcel or tract of land, situate in Liverpool Township, in the County of Perry, and State of Pennsylvania, being more particularly described on that deed conveyed to George C. Schreiber and Marjorie C. Schreiber, his wife, by deed of Kevin E. Wolfe and Gretchen A. Hocker, husband and wife, dated March 22, 2004, and recorded March 29, 2004, as Perry County Recorder of Deed Instrument #200403095, attached as Exhibit "A.

for the sum of \_\_\_\_\_

DOLLARS AND NO/100 (\$ \_\_\_\_\_) to be paid as follows:

The sum of FORTY THOUSAND and NO/100 (\$40,000.00) shall be paid at the time of the signing of this Agreement as a down payment in cash or PA check (which sum may be retained by the Party of the First Part, at its option, as liquidated damages, in the case of default of the said Party of the Second Part in the performance of the terms of this Agreement), the receipt of which is hereby acknowledged, and the remaining sum shall be paid at settlement.

The balance shall be paid at settlement in the form of certified funds. Settlement shall be on or before October 23, 2024.

Time is of the essence of this Agreement.

The said Party of the First Part will assume risk of loss pending settlement.

This purchase and transaction is not contingent upon financing or any other matter other than any Seller obligation as to title set forth herein; Buyer understands that a failure to complete settlement will result in a forfeiture of the down payment and other possible damages and liabilities. The down payment may also be forfeited, and additional damages may be due, if Buyer fails to perform as required herein or otherwise is in breach of the within agreement.

And upon the payment of the said sum, the said Party of the First Part will, at the Allen E. Hench Law Office, P.C or any place agreeable to both parties, make, execute and deliver to the said Party of the

Second Part, a Deed for the conveying of the said premises in fee simple, free from all liens, such conveyance to contain the covenant of Special Warranty,

EXCEPT, HOWEVER, the property is, and shall be, under and subject to the following:

- Existing ordinances,
- Existing easements of roads or other easements of record or visible, or known,
- Existing privileges or rights of public services companies, if any.
- Easements, restrictions, conditions, surveys, plans, notes, matters, or other items of record, or visible, or which a competent survey would disclose.
- Otherwise, the title to the herein described land shall be good and marketable or such as will be insured by any reputable title insurance company.

**UNDER AND SUBJECT TO** the same rights, privileges, agreements, rights-of-way, easements, conditions, exceptions, restrictions, and reservations as exist by virtue of prior recorded instruments, plans, Deeds of conveyances, or visible on ground.

And the said Party of the Second Part agrees with the said Party of the First Part, to purchase the said premises and to pay therefore the sum of:

\_\_\_\_\_ DOLLARS AND NO/100

(\$ \_\_\_\_\_), in the manner and at the times hereinbefore provided.

AND IT IS FURTHER AGREED, by and between the said parties, that possession of said premises shall be delivered to the Party of the Second Part, their heirs, or assigns, on the day of settlement until which time the Party of the First Part shall be entitled to have and receive the rents, issues and profits thereof.

The Party of the First Part agrees to transfer and convey to the said Party of the Second Part all those certain pieces, parcels or tracts of land situate in Tuscarora Township, in the County of Perry, and State of Pennsylvania, being more particularly described as set forth on Exhibit "A".

The state realty transfer taxes and the local realty transfer taxes will be paid in full by Party of the Second Part.

The annual property taxes and any municipal charges shall be prorated as of the date of settlement.

Party of the First Part shall pay for the preparation of the deed and a settlement fee and any auctioneer commissions.

Party of the Second Part shall pay for any title search, bank fees, bank document preparation costs, all recording costs, and any and all financial fees or charges whatever. Party of the First Part shall not pay any cost of the buyer(s) for any type of financing including VA or FHA financing, or any changes, improvements, or other matters required by VA or FHA or lender.

This property is not serviced by a public sewage system and is not serviced by a public water system.

Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation of the Commonwealth of Pennsylvania or the appropriate municipality.

No personal property or other items except the real estate hereinbefore described is (are) included in this transaction except as follows: NONE

**The property is sold "as is" and no warranties of any kind are made** other than the special warranty of title, as previously mentioned.

This agreement shall not be recorded.

Formal tender of the deed is hereby waived.

The parties hereto intend to be legally bound hereby and further intend that this Agreement shall be binding upon their heirs, executors, administrators, successors and assigns of the parties hereto, and that the said Agreement shall not be assignable by any party hereto without the written consent of the other party.

All prior written or oral representations, promises, agreements are merged herein and void and of no effect if not set forth in the within.

THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE SELLER AND BUYER. THERE ARE NO OTHER TERMS, OBLIGATIONS, COVENANTS, REPRESENTATIONS, STATEMENTS OR CONDITIONS, ORAL OR OTHERWISE, OF ANY KIND WHATSOEVER CONCERNING THIS EXCEPT AS CONTAINED HEREIN.

**This is a contract under seal and may be enforced under 42 PA.C.S. Section 5529(B).**

IN WITNESS WHEREOF, the said parties to this agreement have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
MARJORIE SCHREIBER

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)