

MULTI-PARCEL REAL ESTATE AUCTION

116.812 Acres Vacant Land • 12 Acres w/House & Outbuildings
Sat. October 5, 2024 @ 11:00 A.M.

4416 Veterans Way, Ellitsburg, PA 17024- Perry County



Directions: From US 322/22 take S Market St for .5 mile and turn left onto PA-17 W. Go 12.4 miles and turn left onto PA-74 S. Follow PA-74S for 2.5 miles to signs on property.

Property Description: Parcel 1: This 116.812 acre farm/recreational property in Perry County offers a unique blend of productive farmland and recreational opportunities. With approximately 45 acres of fertile, tillable land, the property is perfect for a variety of agricultural pursuits. In addition to its agricultural potential, the farm includes 60+ acres of woodland, ideal for hunting and outdoor activities. Deer and turkey are frequently spotted on the property, and an occasional bear, making it a hunter's dream. The land also features road frontage on both sides of Route 74 and over 5,000 feet of Big Buffalo Creek frontage—a stocked trout stream that adds significant value and appeal for fishing enthusiasts. Explore the scenic trails that wind through the upper woods and take in the panoramic views of the picturesque countryside. Having been in the same family for over 60 years, this farm offers a rare opportunity to own prime recreational property and productive farmland. **Annual Property Taxes:** \$580.55

Parcel 2: 12 acre farmette with a remodeled farmhouse and bank barn. Surrounded by shade trees, a 2700 sq. ft. brick house, built in 1873, has porches, patios, a balcony and working fireplace. The entire house was repointed and fully remodeled in 2012 and boasts original hardwood floors and moldings throughout. New windows were added as well as granite counter tops in the custom kitchen and primary bath. There are 3 bedrooms, 2.5 baths, and an attached garage. An outdoor wood furnace provides efficient radiant floor heat from your own land and it has propane and oil heat as backup. Outbuildings include a large bank barn, corncrib and machinery shed and also plenty of room for your animals. A 5 acre field (no chemicals for 10+ years) could be pasture or kept as tillable. Wildlife abounds and nearby is the Buffalo Creek, a stocked trout stream and woodland for the nature lover. This property would appeal to a wide variety of uses and is in an ideal location along Rt 74; it's only 2 miles to Ickesburg and less than 30 minutes to Carlisle and US 322/22. Take advantage of this opportunity to purchase a farm in a beautiful setting in rural Perry County.

Annual Property Taxes: \$5,259.65

Open House Dates: Sat. Sept. 7, 1-3 P.M. & Tue. Sept. 10, 5-7 P.M. For more details or a private showing call Gerald @ 717-582-6589 or Meryl @ 717-629-6036. **Terms:** Parcel 1 \$40,000 down payment the day of the auction. Parcel 2 \$30,000 down payment the day of the auction. Settlement on or before December 4, 2024. 2% transfer tax to be paid by the buyer. Real Estate taxes to be prorated from settlement day. Contact us for quick, convenient financing options, including down payment and bridge loans.

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

For additional pictures go to www.beiler-campbellauctions.com or www.GoToAuction.com or www.auctionzip.com ID# 23383

BEILER-CAMPBELL
AUCTION SERVICES



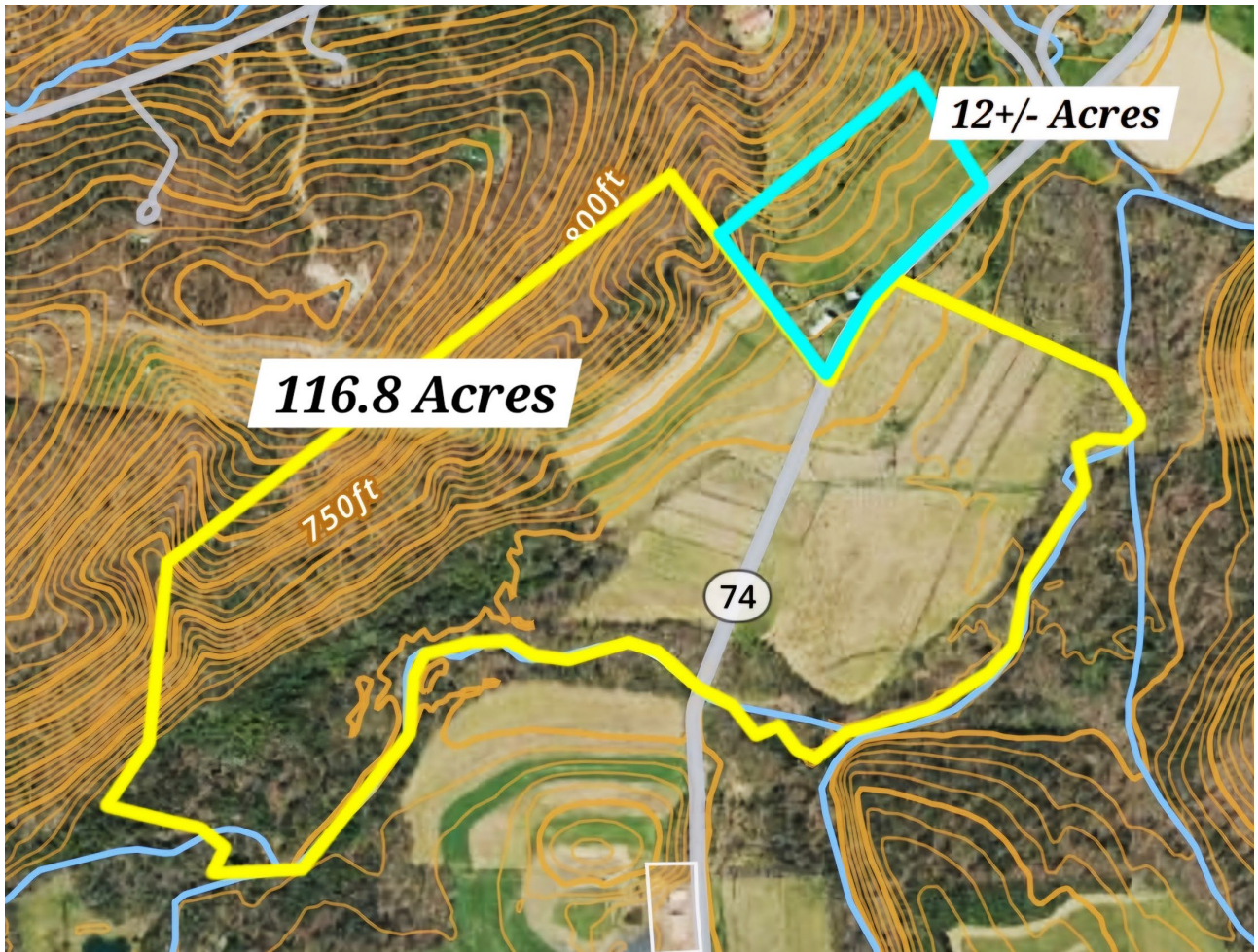
AY# 002026

www.beiler-campbellauctions.com • 888-209-6160

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



Sellers: Sue M. Binger & L. Richard Binger,
Allison M. Binger



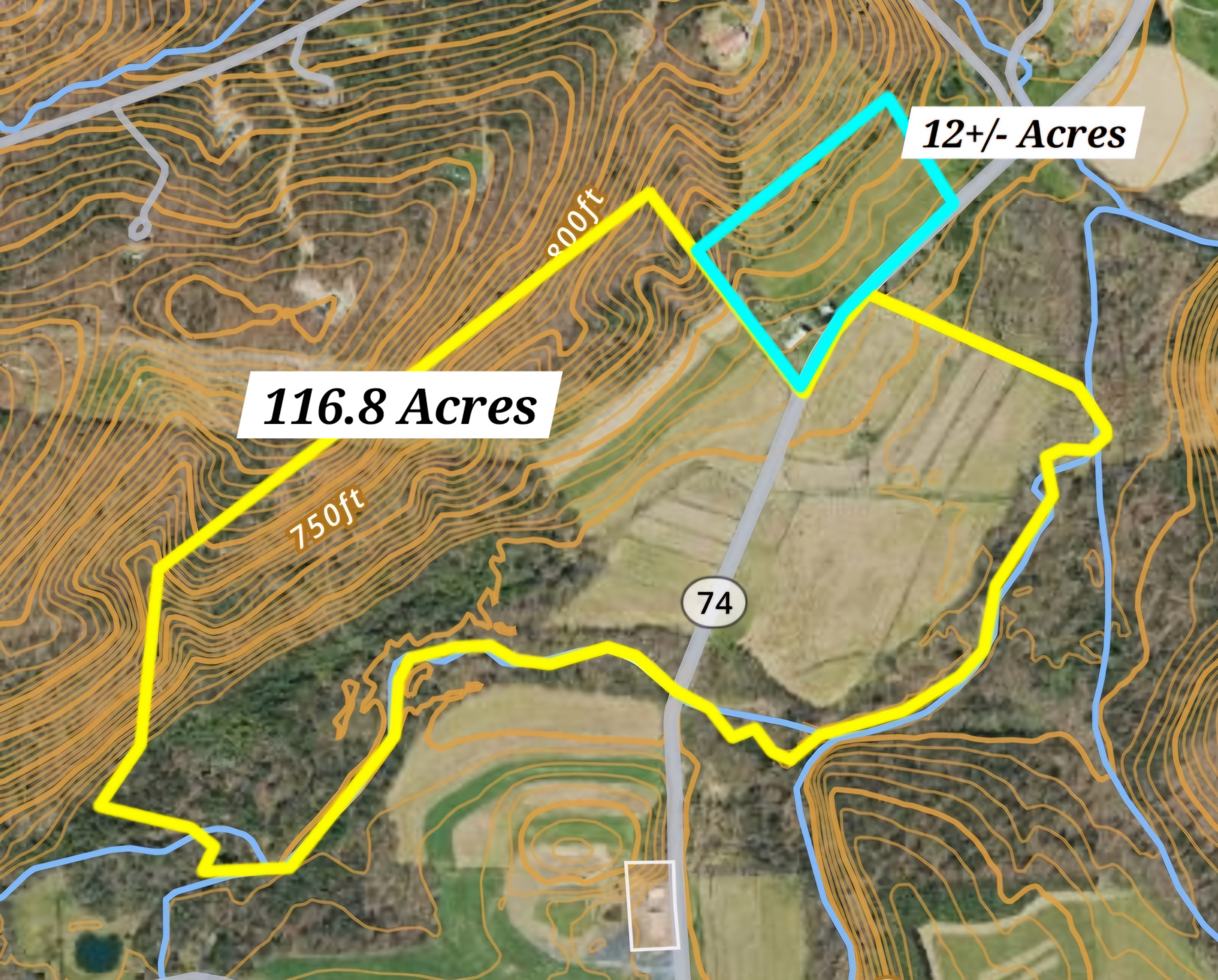
12+/- Acres

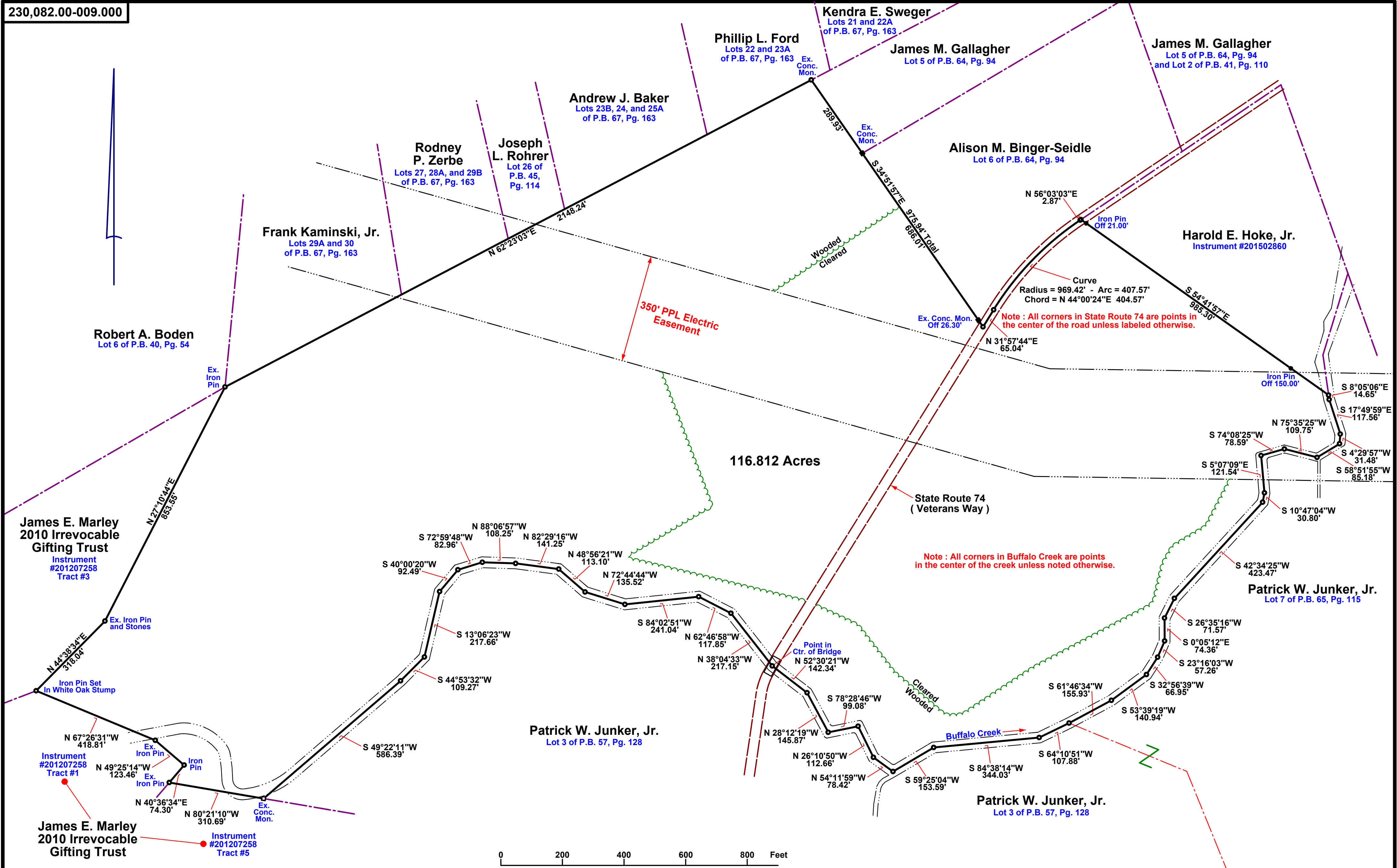
116.8 Acres

800ft

750ft

74





Robert A. Boden
Lot 6 of P.B. 40, Pg. 54

Frank Kaminski, Jr.
Lots 29A and 30
of P.B. 67, Pg. 163

Rodney P. Zerbe
Lots 27, 28A, and 29B
of P.B. 67, Pg. 163

Joseph L. Rohrer
Lot 26 of
P.B. 45,
Pg. 114

Andrew J. Baker
Lots 23B, 24, and 25A
of P.B. 67, Pg. 163

Phillip L. Ford
Lots 22 and 23A
of P.B. 67, Pg. 163

Kendra E. Sweger
Lots 21 and 22A
of P.B. 67, Pg. 163

James M. Gallagher
Lot 5 of P.B. 64, Pg. 94

James M. Gallagher
Lot 5 of P.B. 64, Pg. 94
and Lot 2 of P.B. 41, Pg. 110

Alison M. Binger-Seidle
Lot 6 of P.B. 64, Pg. 94

Harold E. Hoke, Jr.
Instrument #201502860

James E. Marley
2010 Irrevocable
Gifting Trust
Instrument
#201207258
Tract #3

James E. Marley
2010 Irrevocable
Gifting Trust

Patrick W. Junker, Jr.
Lot 3 of P.B. 57, Pg. 128

Patrick W. Junker, Jr.
Lot 3 of P.B. 57, Pg. 128

Patrick W. Junker, Jr.
Lot 7 of P.B. 65, Pg. 115

Recorded as Instrument # _____
Date _____

**Survey of 116.812 Acres
In Saville Township - Perry County - PA**

**Surveyed for Sue M. Binger
and L Richard Binger, Current Owners**

By Thomas L. Palm
2177 Valentine Road
Ickesburg, PA 17037
Phone : 717-789-3097 September 20, 2024

Deed Reference : Instrument #200708628
Tax Parcel 230,082.00-009.000



Palm's Surveying
palmssurveying1@gmail.com
Since 1869

Binger farm - Alison Binger-Seidel

Perry County, Pennsylvania, AC +/-



 Boundary

 All Polygons 128.84 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
Mf	Middlebury soils	20.35	15.8	0	42	2w
HfF	Hazleton channery sandy loam, 25 to 60 percent slopes, rubbly	15.15	11.76	0	7	7s
Ty	Tyler silt loam	12.74	9.89	0	47	3w
Pu	Purdy silt loam	12.72	9.87	0	58	4w
BxB	Buchanan channery loam, 0 to 8 percent slopes, extremely stony	11.39	8.84	0	34	6s
WkF	Weikert and Klinsville very shaly silt loams, 25 to 75 percent slopes	11.22	8.71	0	6	7e
MnA	Monongahela silt loam, 0 to 3 percent slopes	9.62	7.47	0	46	2w
WeD	Weikert very channery silt loam, 15 to 25 percent slopes	9.47	7.35	0	24	6e
EtB	Ernest silt loam, 3 to 8 percent slopes	9.08	7.05	0	50	2e
BeC	Berks channery silt loam, 8 to 15 percent slopes	6.03	4.68	0	43	3e
BeD	Berks channery silt loam, 15 to 25 percent slopes	5.08	3.94	0	35	4e
BrB	Brinkerton silt loam, 3 to 8 percent slopes	2.98	2.31	0	33	4w
BpB	Blairton silt loam, 3 to 8 percent slopes	2.09	1.62	0	38	3w
HfD	Hazleton channery sandy loam, 8 to 25 percent slopes, rubbly	0.92	0.71	0	27	7s
TOTALS		128.84(*)	100%	-	35.05	4.19

(*) 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.

 Boundary 38.65 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
MnA	Monongahela silt loam, 0 to 3 percent slopes	9.37	24.24	0	46	2w
Mf	Middlebury soils	9.01	23.31	0	42	2w
Pu	Purdy silt loam	7.69	19.89	0	58	4w
Ty	Tyler silt loam	7.61	19.68	0	47	3w
BrB	Brinkerton silt loam, 3 to 8 percent slopes	2.98	7.71	0	33	4w
EtB	Ernest silt loam, 3 to 8 percent slopes	1.99	5.15	0	50	2e
TOTALS		38.65(*)	100%	-	46.84	2.75

(*) 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.

 Boundary 90.19 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
HfF	Hazleton channery sandy loam, 25 to 60 percent slopes, rubbly	15.15	16.8	0	7	7s
BxB	Buchanan channery loam, 0 to 8 percent slopes, extremely stony	11.39	12.63	0	34	6s

Mf	Middlebury soils	11.34	12.58	0	42	2w
WkF	Weikert and Klinsville very shaly silt loams, 25 to 75 percent slopes	11.22	12.44	0	6	7e
WeD	Weikert very channery silt loam, 15 to 25 percent slopes	9.47	10.5	0	24	6e
EtB	Ernest silt loam, 3 to 8 percent slopes	7.09	7.86	0	50	2e
BeC	Berks channery silt loam, 8 to 15 percent slopes	6.03	6.69	0	43	3e
Ty	Tyler silt loam	5.13	5.69	0	47	3w
BeD	Berks channery silt loam, 15 to 25 percent slopes	5.08	5.63	0	35	4e
Pu	Purdy silt loam	5.03	5.58	0	58	4w
BpB	Blairton silt loam, 3 to 8 percent slopes	2.09	2.32	0	38	3w
HfD	Hazleton channery sandy loam, 8 to 25 percent slopes, rubbly	0.92	1.02	0	27	7s
MnA	Monongahela silt loam, 0 to 3 percent slopes	0.25	0.28	0	46	2w
TOTALS		90.19(*)	100%	-	30.0	4.81

(*) 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 the 13th day of September, in the year two thousand seven (2007).

BETWEEN MABEL M. REISINGER, widow, of Saville Township, Perry County, Pennsylvania, GRANTOR,

AND

SUE M. BINGER and **L. RICHARD BINGER**, wife and husband, of Saville Township, Perry County, Pennsylvania, as tenants by the entireties, GRANTEEES.

WITNESSETH, that in consideration of ONE HUNDRED THOUSAND and NO/100 (\$100,000.00) DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantees, their heirs and assigns,

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in Saville Township, Perry County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a white oak; thence by land formerly of Austin Burd, now Hoffman, Harold Sundy and David Hoover, South 24 degrees East 258 perches to post; thence by land now or formerly of Harry Orris, Smith Bros. and Earl Dietz, North 84 degrees West 285 perches to point in creek; thence North 34 degrees East 4.5 perches to post; thence North 50 degrees West 7.25 perches to post; thence North 72-1/4 degrees West 24 perches to white oak; thence by land now or formerly of Glenn Smith, North 40 degrees East 19 perches to stones; thence North 23 degrees East 52 perches to yellow pine; thence North 59 degrees East 170 perches to stones; thence by land now or formerly of Glenn Smith, North 42 degrees East 52 perches to a white oak, the place of BEGINNING, containing 231 acres 75.8 perches, and having thereon erected a two-story brick dwelling house, bank barn and outbuildings.

EXCEPTING AND RESERVING the following adverse conveyances:

1. Deed from Earl Rowe, unmarried, to Malcom C. Crull and Ethel M. Crull, his wife, dated April 28, 1937, and recorded in Perry County Deed Book 119 Page 126, containing 8 acres and 105 perches, as set forth in survey of D. S. Palm dated April 16, 1937.

2. Deed from Mabel M. Reisinger, widow, to Mark D. Miller and Jennifer S. Miller, his wife, dated September 14, 1994, and recorded September 19, 1994, in Perry County Record Book 833 Page 104, containing 1.784 acres, and designated Lot No. 2 of a Subdivision Plan recorded in Perry County Plan Book 41 Page 110.

BEING the remainder of the property which was conveyed to Harold W. Reisinger and Mabel M. Reisinger, his wife, by deed of Earl F. Rowe, widower, dated March 27, 1961, and recorded March 27, 1981, and recorded in Perry County Deed Book 166 Page 450. Harold W. Reisinger died on September 18, 1973, thereby vesting fee simple title in the said Mabel M. Reisinger as the surviving tenant by the entireties.

This is a transfer between mother and daughter and son-in-law and is, therefore, not subject to Pennsylvania Realty Transfer Tax.

COPY

13' PM

3-31-65

20,106

20106

Know all Men by these Presents, That We, Harold W. Reisinger & Mabel Reisinger, His Wife and John E. Reisinger of ED Loysville, Pa.

in consideration of the sum of One Dollar (\$1.00) to U.S. paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, and in consideration of the further sum of Six thousand Five hundred and 00/100 Dollars

to be paid to U.S. when the rights hereby granted are exercised by the said Company, do hereby, for Ourselves and our heirs, executors, administrators and assigns, irrevocably grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, the right to construct, operate and maintain, and from time to time to reconstruct its electric lines, including such poles, towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors and assigns, upon, across, over, under and along a strip of land 350 feet in width, said strip being a part of the property which we own, or in which we have any interest in the Township of Saville, County of Perry, Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets and highways adjoining the said property, as shown on the plan hereto attached and made a part hereof, including the right of ingress and egress to and from the said lines at all times for any of the purposes aforesaid, together with the right to set and maintain the necessary guy and brace poles or towers and anchors, and to attach thereto the necessary guy wires; also the right to cut down, trim, remove, and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth on said strip of land or adjoining the same which in the judgment of the said Company, its successors and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles, towers, wires, cables or other fixtures and apparatus, or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to spray said brush and undergrowth with chemicals for their removal and control; and in consideration of the said payments do hereby release and quitclaim the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, of and from any and all damages, loss or injury that may be at any time caused by or result from the construction, reconstruction, operation and maintenance of the said electric lines, or the cutting down, trimming or removal of any and all trees, brush or other undergrowth on said premises.

TJF
HWR
M.M.R.

And, further, in consideration of said payments, we do hereby covenant and agree for ourselves and our heirs, executors, administrators and assigns, to and with the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors and assigns, that no house, barn or other structure, or inflammable or explosive materials of any kind, shall be built or stored on said strip of land, and that the said Company, its successors and assigns, shall not be limited in its or their enjoyment of the rights hereby granted to such electric lines, poles, towers, wires, cables, fixtures and apparatus as may be first constructed on said strip of land, but that the said Company, its successors and assigns, shall have, at all times in the future, the right to construct, operate and maintain, and from time to time to reconstruct additional electric lines, poles, towers, wires, cables, fixtures and apparatus upon, across, over, under or along the said strip of land.

Guy and all damages caused to crops, grain & fence during construction and maintenance of said electric lines shall be paid for by said company at a fair market value.

Witness our hands and seals this 18th day of November 1963, Signed, sealed and delivered in the presence of:

Notary Public
WEST PERRY SCHOOL DISTRICT
R. D. 1, Edinburg, Pa.
Amount \$65.00 Date 3/31/65
In Presence

Harold W. Reisinger (SEAL)
Mabel Reisinger (SEAL)
John E. Reisinger (SEAL)
(SEAL)
(SEAL)

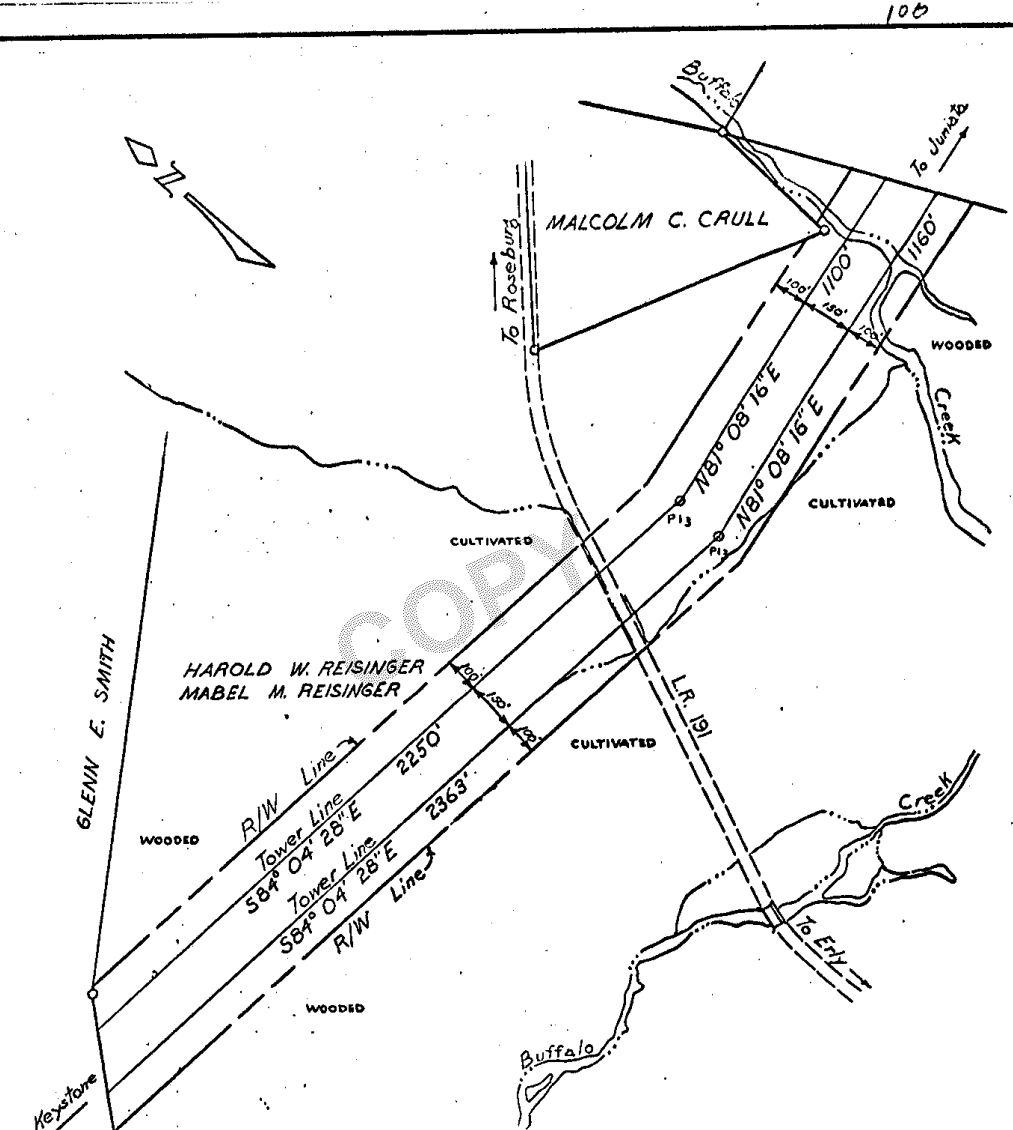
Received 8/17/64 of PENNSYLVANIA POWER & LIGHT COMPANY the sum of SIX THOUSAND FIVE HUNDRED AND 00/100 Dollars, in full payment of the further consideration above mentioned.

183
580

Harold W. Reisinger
Mabel Reisinger A.K.A. Mabel M. Reisinger
John E. Reisinger

NO.	DATE	E.R.	REVISION	BY	CH.	SFO'S/D.	APPR.

MICHAEL BAKER, JR., INC.
 Consulting Engineers
 Rochester, Pennsylvania
 Approved: *[Signature]*



KEYSTONE - JUNIATA # 1 LINE
 KEYSTONE - JUNIATA # 2 LINE
**PLAN SHOWING ELECTRIC LINE RIGHT OF WAY OVER PROPERTY OF
 HAROLD W. REISINGER
 MABEL M. REISINGER**
 SAVILLE TOWNSHIP, PERRY COUNTY, PENNSYLVANIA
 Scale 1" = 400' Date Dec. 17, 1963

PENNSYLVANIA POWER & LIGHT COMPANY
 ALLENTOWN, PENNSYLVANIA

ER120960

VOL 183 PAGE 582 LA-67034-0

183
582

VACANT LAND INFORMATION SHEET

VLI

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

1 **PROPERTY** 00 Veterans Way, Ellittsburg, PA 17024
2
3 **SELLER(S)** Sue M. Binger

4 Seller is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warranties
5 that a buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing real
6 estate broker (Agent for Seller), any real estate broker, or their agents.

7 **1. SELLER'S INFORMATION**

8 (A) Do you possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the con-
9 struction and conditions of the Property and its improvements? Yes No

10 (B) The individual completing this form is the:

- 11 Owner
12 Executor
13 Administrator
14 Trustee
15 Power of Attorney

16 Explain any yes answers that you give in this section and, if applicable, attach supporting documentation: _____
17
18

19 **2. PROPERTY DESCRIPTION (Attach current deed, if available)**

20 110 Acres +/- Approx 50 Acres farmland / 50 Acres
21 woodland
22
23

24 **3. LAND (SOILS, DRAINAGE AND BOUNDARIES)**

- 25 (A) Are you aware of any fill or expansive soil on the Property? Yes No
26 (B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on
27 or affect the Property? Yes No
28 (C) Are you aware of any past, existing or proposed mining, strip mining or any other excavations that have occurred on or might
29 affect the Property? Yes No
30 (D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area?
31 Yes No
32 (E) Do you know of any past or present drainage or flooding problems affecting the Property? Yes No
33 (F) Do you know of any encroachments, boundary line disputes or easements on the Property? Yes No
34 (G) Are you aware of any shared or common areas on or adjoining the Property (e.g. driveways, bridges, docks, walls, etc.) or main-
35 tenance agreements for common areas? Yes No *

36 Explain any yes answers that you give in this section, describing the locations and, if applicable, the extent of the issue, if known:
37 * POWER LINE CROSSES THE PROPERTY
38

39 **4. HAZARDOUS SUBSTANCES**

- 40 (A) Are you aware of any underground tanks or hazardous substances present on the Property such as, but not limited to, polychlori-
41 nated biphenyls (PCBs), radon, lead-based paint, etc.? Yes No
42 (B) To your knowledge, has the Property been tested for any hazardous substances? Yes No
43 (C) Do you know of any other environmental concerns that might impact the Property? Yes No
44 (D) Are you aware of any contamination to any wells or other sources of water on the Property? Yes No
45 (E) Are you aware of any discoloring of the soil or vegetation? Yes No
46 (F) Do you know if the Property is near any current or former waste disposal sites? Yes No
47 (G) Are you aware of any storage tanks on the Property? Yes (Please answer questions 1-8, below) No
48 1. Total number of storage tanks on the Property: _____ Aboveground _____ Underground
49 2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? Yes No
50 3. If no, identify any unregistered storage tanks: _____

51 **Seller Initials:** SMB/ _____ / _____

VLI Page 1 of 4



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1/16

- 52 4. Has any storage tank permit ever been revoked? Yes No
 53 5. Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from
 54 a storage tank? Yes No
 55 6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance
 56 of a leak detection system, an inventory control system, and a tank testing system? Yes No
 57 Explain: _____
 58 7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the stor-
 59 age tanks on the Property? Yes No
 60 8. If yes, has the release and corrective action been reported to any governmental agency? Yes No
 61 Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all
 62 reports and records: _____
 63

64 **5. STATUS OF UTILITIES**

- 65 (A) Source of water: N/A
 66 Public Water Connected Not Connected
 67 On-Site Water Connected Not Connected
 68 Community Water Connected Not Connected
 69 None
 70 1. If known, provide the date the water was last tested _____
 71 2. What was the result of the test? _____
 72 3. To your knowledge, is the pumping system in working order? Yes No Not Applicable
 73 If no, explain: _____
 74 4. Are you aware of any problems related to the water service? Yes No
 75 If yes, explain: _____
 76 5. If the Property is serviced by community water, do you have supporting documentation? Yes No Not Applicable
 77 (B) Sewage system: N/A
 78 Public Sewer Private Sewer Septic Tank
 79 Cesspool Holding Tank None
 80 Other _____
 81 1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the
 82 Department of Environmental Protection? Yes No
 83 2. If there is a septic tank on the Property, what is the type of tank?
 84 Metal/steel Cement/concrete Fiberglass Unknown Other (specify): _____
 85 3. If known, provide the date the on-site sewage disposal system was last serviced _____
 86 4. Is there a sewage pump? Yes No Unknown
 87 If yes, is it in working order? Yes No
 88 5. Are you aware of any problems related to the sewage system? Yes No
 89 If yes, explain: _____
 90
 91 6. If the Property is serviced by public sewer, do you have supporting documentation? Yes No

92 **6. GOVERNMENTAL ISSUES/ZONING/USE/CODES**

- 93 (A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? Yes No
 94 (B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thor-
 95 oughfare, rail or utility construction, are development project, street widening or lighting, or other similar public projects?
 96 Yes No
 97 (C) The Property is currently zoned _____
 98 by the SAVILLE TOWNSHIP (municipality).
 99 (D) Do you know of any pending or proposed changes in zoning? Yes No
 100 (E) Current use is: conforming non-conforming permitted by variance permitted by special exception
 101 (F) To your knowledge, is the Property a designated historic or archeological site? Yes No
 102 Explain any yes answers you gave in this section: _____
 103

104 **7. LEGAL/TITLE ISSUES**

- 105 (A) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements,
 106 licenses, liens, charges, agreements, or other matters which affect the title of the Property? Yes No

107 Seller Initials: SNB / _____

- 108 (B) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses,
 109 liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official
 110 records of the county recorder where the Property is located? Yes No
 111 (C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain
 112 unpaid? Yes No
 113 (D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? Yes No
 114 (E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title to the
 115 Property? Yes No
 116 (F) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property
 117 that cannot be satisfied by the proceeds of this sale? Yes No
 118 (G) Are you aware of any insurance claims filed relating to the property? Yes No
 119 (H) Is the Property, or any part of it, leased to a third party? Yes No
 120 Explain any yes answers you gave in this section: _____
 121 _____

122 **8. OIL, GAS, AND MINERAL RIGHTS**

- 123 (A) Are you aware of any oil, gas, and/or mineral rights that have been previously transferred by Seller or a previous owner of the
 124 Property? Yes No
 125 (B) Are you reserving any oil, gas, and/or mineral rights? Yes No
 126 (C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? Yes No
 127 If yes, is the Property pooled or unitized? Yes No
 128 (D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration activities on
 129 the Property? Yes No
 130 Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: _____
 131 _____

132 **9. DOMESTIC SUPPORT LIEN LEGISLATION**

- 133 (A) Has any Seller, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on record in a
 134 domestic relations office in any Pennsylvania county? Yes No
 135 If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or docket
 136 number: _____
 137 _____
 138 (B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? Yes No
 139 If yes, is there currently a separation or property settlement order in place? Yes No

140 **10. LAND USE RESTRICTIONS OTHER THAN ZONING**

- 141 (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment Act (72
 142 P.S. §5490.1, et seq.) (Clean and Green Program)? Yes No
 143 **Note:** An owner of property enrolled in the Clean and Green Program must submit notice of the sale and any proposed changes in
 144 the use of the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a buyer. The sale
 145 of property enrolled in the Clean and Green program may result in the loss of program enrollment and the loss of preferential tax
 146 assessment for the property and/or the land of which it is a part and from which it is being separated. Removal from enrollment in
 147 the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the amount
 148 of taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for each year
 149 that the property was enrolled in the program, limited to the past 7 years.
 150 (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941, et seq.) (an
 151 Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water
 152 supply, or open space uses)? Yes No
 153 **Note:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space
 154 land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between
 155 the owner and the county is binding upon any buyer of the property during the period of time that the covenant is in effect (5 or
 156 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are fol-
 157 lowed. When a breach of covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is the dif-
 158 ference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back taxes are
 159 charged for each year that the property was subject to the covenant, limited to the past 5 years.
 160 (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green
 161 and Open Space, that contains any covenants, subdivision restrictions or other restrictions affecting the Property? Yes No
 162 Explain any yes answers you gave in this section: _____
 163 _____

164 Seller Initials: SMB / _____ / _____

165 11. SERVICE PROVIDER/CONTRACTOR INFORMATION

166 (A) Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
167 groundskeeping, pest control). Attach additional sheet if necessary: NONE

168 _____
169 _____
170 _____
171 _____
172 _____
173 _____

174 (B) Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
175 softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary: _____

176 NONE
177 _____
178 _____
179 _____
180 _____
181 _____

182 The undersigned Seller represents that the information set forth in this document is accurate and complete to the best of Seller's
183 knowledge. Seller permits Broker to share information contained in this document with prospective buyers/tenants and other real
184 estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS
185 STATEMENT. Seller will notify Broker in writing of any information supplied on this form which is rendered inaccurate by a
186 change in the condition of the Property following completion of this form.

187 SELLER Sue M. Binger DATE 8-6-24
Sue M. Binger

188 SELLER L. Rick Binger DATE 8-6-24

189 SELLER _____ DATE _____

Article of Agreement,

MADE THE 5th day of October in the year two thousand twenty-four (2024)

BETWEEN SUE M. BINGER and L. RICHARD BINGER, her husband, Sellers

and

_____ Buyer

WITNESSETH, that the said Sellers, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer to be kept and performed have agreed and do hereby agree to sell and convey unto the said Buyer, his heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of _____ Dollars, to be paid as follows:

- \$40,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance to be paid at settlement to be held on or before December 4, 2024.
- The property that is subject to this Agreement is described as follows: All that certain tract of land situate in Saville Township, Perry County, Pennsylvania, containing 116.182 acres, more or less, of vacant land with an address of Veterans Way, Elliottsburg, Pennsylvania, and being Tax Parcel No. 230,082.00-009.000. Being the remaining part of property described in deed recorded in Perry County Instrument No. 200708628.
- Sellers and Mr. Martin reserve the right to enter the property to harvest the current crops.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Realty transfer taxes shall be paid by Buyer.
- Time is of the Essence in this Agreement.
- It is agreed, by and between the said parties, that possession of said premises shall be delivered to the Buyer, his heirs, or assigns, on the day of settlement until which time the Sellers shall be entitled to have and receive the rents, issues and profits thereof.
- In the event of default in the terms of this Agreement by Buyer, all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer understands that there is no existing community sewage system available to said property.
- Upon the payment of the said sum, the said Sellers will, at settlement when all monies are paid make, execute and deliver to the Buyer, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrance and dower, or right of dower, such conveyance to contain the usual covenants of special warranty. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates and in the full amount of the purchase price. Buyer accepts title subject to enrollment in Clean and Green Program.
- Risk of loss from fire or other casualty shall remain in the Sellers until final settlement. In case of fire or other casualty prior to settlement, the Buyer

shall have the option of rescinding the agreement or of settling and obtaining an assignment of the insurance proceeds.

- The Real Estate Disclosure Act, if applicable, has been complied with prior to the signing of this Agreement.
- Buyer hereto waives all rights to disclosure and inspection for lead paint.
- Included in the sale are the following items of personal property: N/A
- This document contains the entire agreement between the parties; there are no representations, warranties, covenants, terms or conditions, except as specifically set forth herein.
- The Buyer represents that he has inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agrees to accept the premises "as is."
- This Agreement shall be binding on the parties, their heirs, successors and assigns.

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

SUE M. BINGER

L. RICHARD BINGER



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J. MERYL STOLTZFUS

Realtor/Auctioneer

717-629-6036

merylstoltzfus@gmail.com

GERALD NOLT

Realtor

717-582-6589

geraldhnolt@gmail.com

Office

888-209-6160

MULTI-PARCEL REAL ESTATE AUCTION

116.812 Acres Vacant Land • 12 Acres w/House & Outbuildings
Sat. October 5, 2024 @ 11:00 A.M.

4416 Veterans Way, Elliptsburg, PA 17024- Perry County



Directions: From US 322/22 take S Market St for .5 mile and turn left onto PA-17 W. Go 12.4 miles and turn left onto PA-74 S. Follow PA-74S for 2.5 miles to signs on property.

Property Description: Parcel 1: This 116.812 acre farm/recreational property in Perry County offers a unique blend of productive farmland and recreational opportunities. With approximately 45 acres of fertile, tillable land, the property is perfect for a variety of agricultural pursuits. In addition to its agricultural potential, the farm includes 60+ acres of woodland, ideal for hunting and outdoor activities. Deer and turkey are frequently spotted on the property, and an occasional bear, making it a hunter's dream. The land also features road frontage on both sides of Route 74 and over 5,000 feet of Big Buffalo Creek frontage—a stocked trout stream that adds significant value and appeal for fishing enthusiasts. Explore the scenic trails that wind through the upper woods and take in the panoramic views of the picturesque countryside. Having been in the same family for over 60 years, this farm offers a rare opportunity to own prime recreational property and productive farmland. **Annual Property Taxes:** \$580.55

Parcel 2: 12 acre farmette with a remodeled farmhouse and bank barn. Surrounded by shade trees, a 2700 sq. ft. brick house, built in 1873, has porches, patios, a balcony and working fireplace. The entire house was repointed and fully remodeled in 2012 and boasts original hardwood floors and moldings throughout. New windows were added as well as granite counter tops in the custom kitchen and primary bath. There are 3 bedrooms, 2.5 baths, and an attached garage. An outdoor wood furnace provides efficient radiant floor heat from your own land and it has propane and oil heat as backup. Outbuildings include a large bank barn, corncrib and machinery shed and also plenty of room for your animals. A 5 acre field (no chemicals for 10+ years) could be pasture or kept as tillable. Wildlife abounds and nearby is the Buffalo Creek, a stocked trout stream and woodland for the nature lover. This property would appeal to a wide variety of uses and is in an ideal location along Rt 74; it's only 2 miles to Ickesburg and less than 30 minutes to Carlisle and US 322/22. Take advantage of this opportunity to purchase a farm in a beautiful setting in rural Perry County.

Annual Property Taxes: \$5,259.65

Open House Dates: Sat. Sept. 7, 1-3 P.M. & Tue. Sept. 10, 5-7 P.M. For more details or a private showing call Gerald @ 717-582-6589 or Meryl @ 717-629-6036. **Terms:** Parcel 1 \$40,000 down payment the day of the auction. Parcel 2 \$30,000 down payment the day of the auction. Settlement on or before December 4, 2024. 2% transfer tax to be paid by the buyer. Real Estate taxes to be prorated from settlement day. Contact us for quick, convenient financing options, including down payment and bridge loans.

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

For additional pictures go to www.beiler-campbellauctions.com or www.GoToAuction.com or www.auctionzip.com ID# 23383

BEILER-CAMPBELL
AUCTION SERVICES



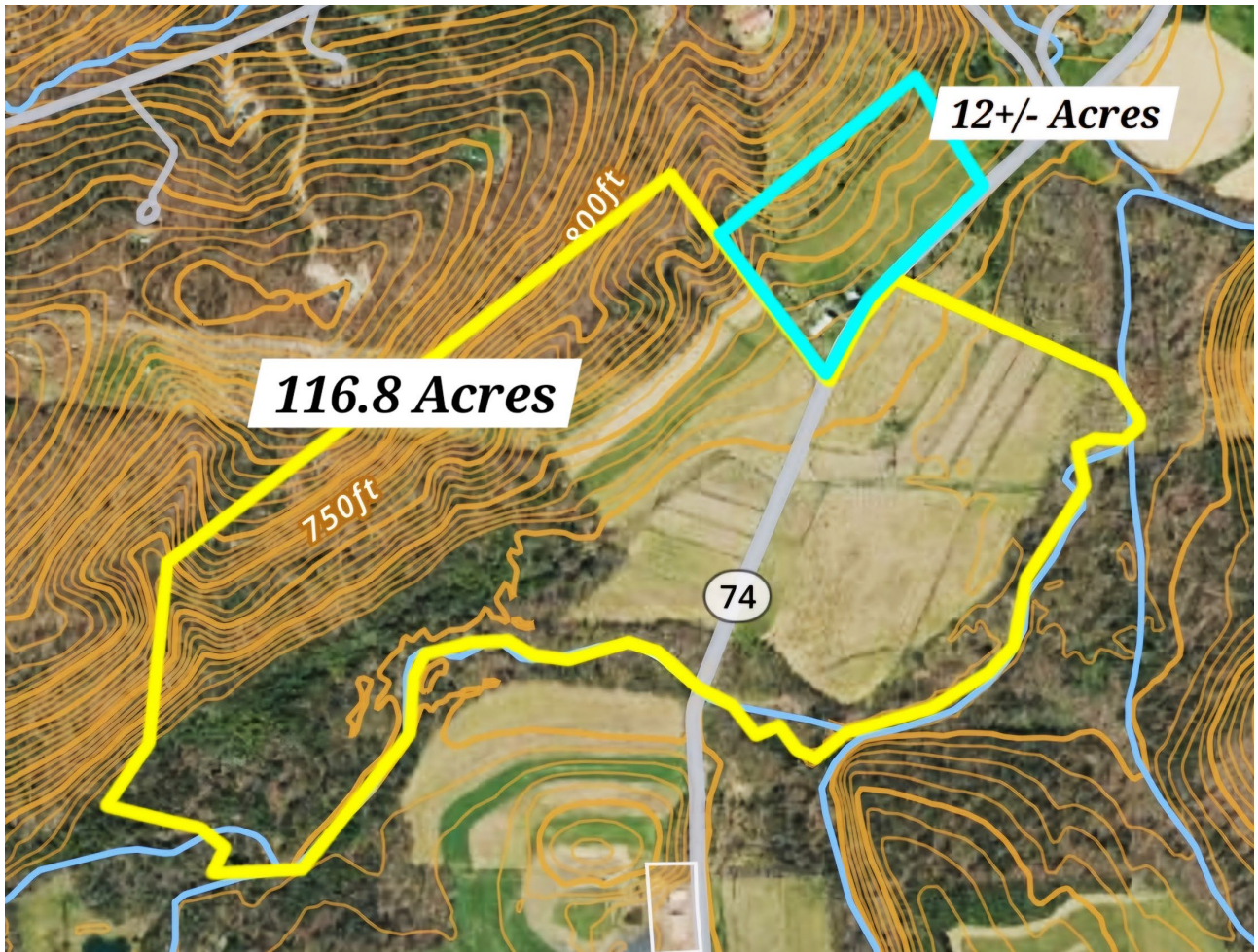
AY# 002026

www.beiler-campbellauctions.com • 888-209-6160

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

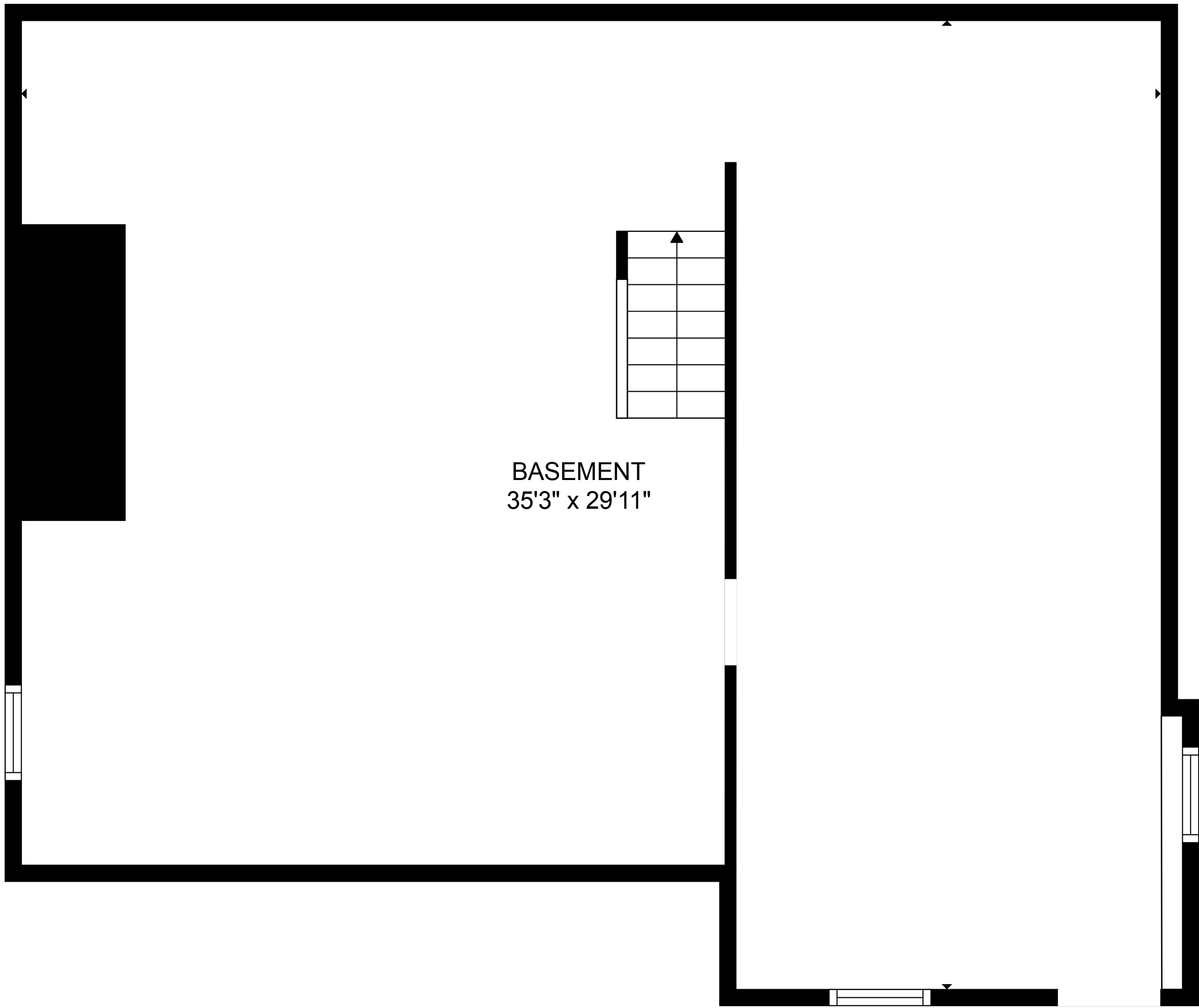


Sellers: Sue M. Binger & L. Richard Binger,
Allison M. Binger

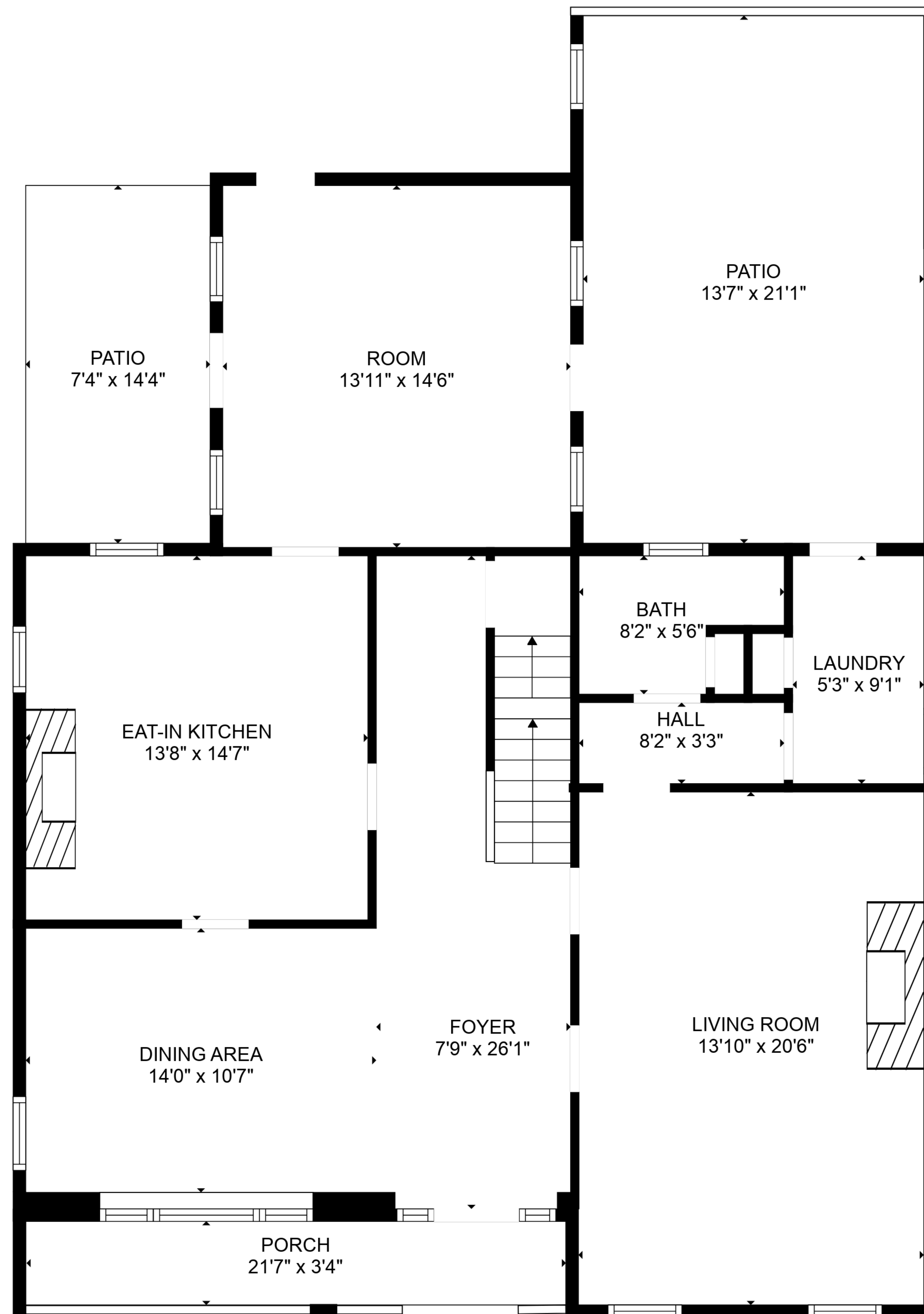


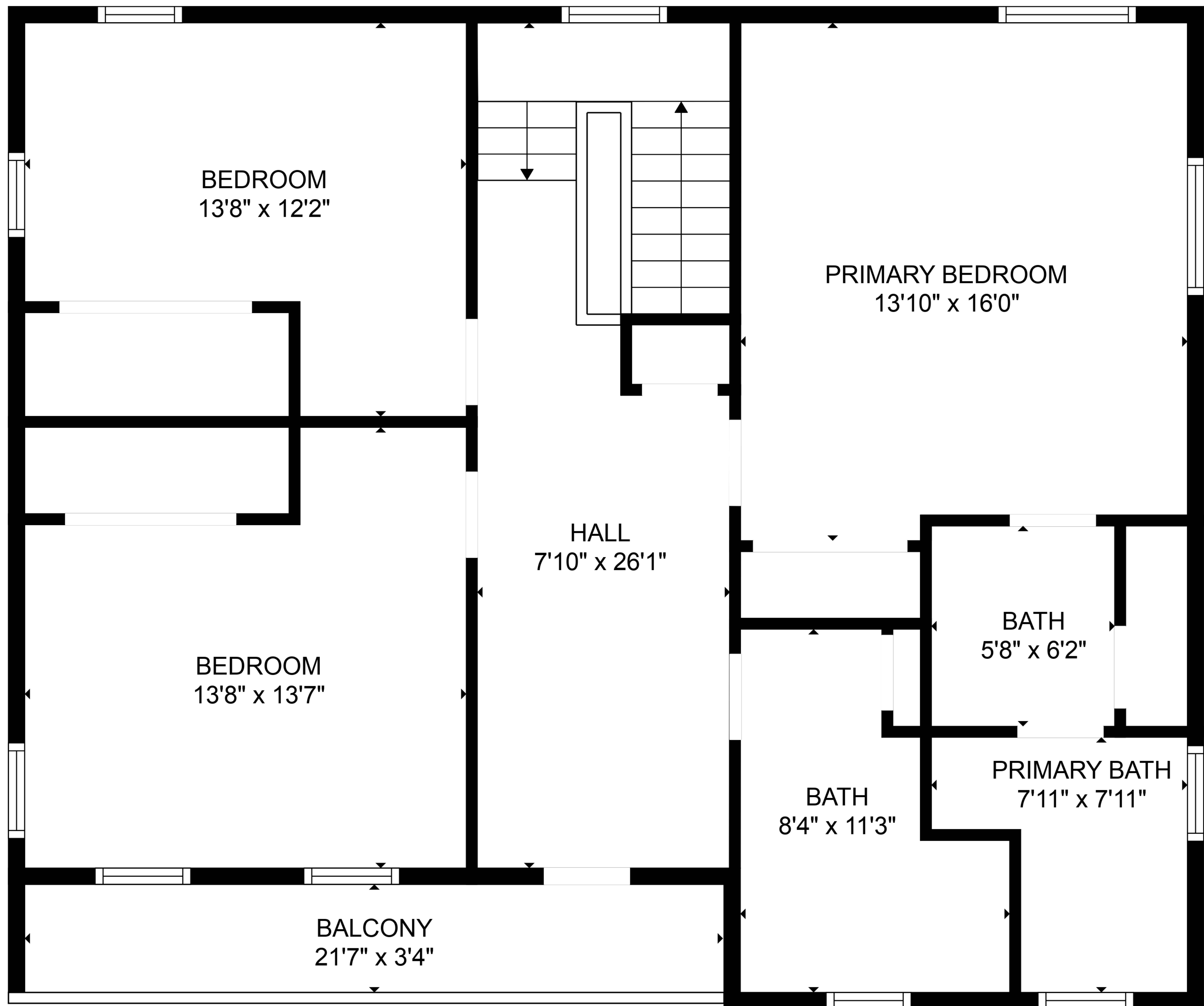


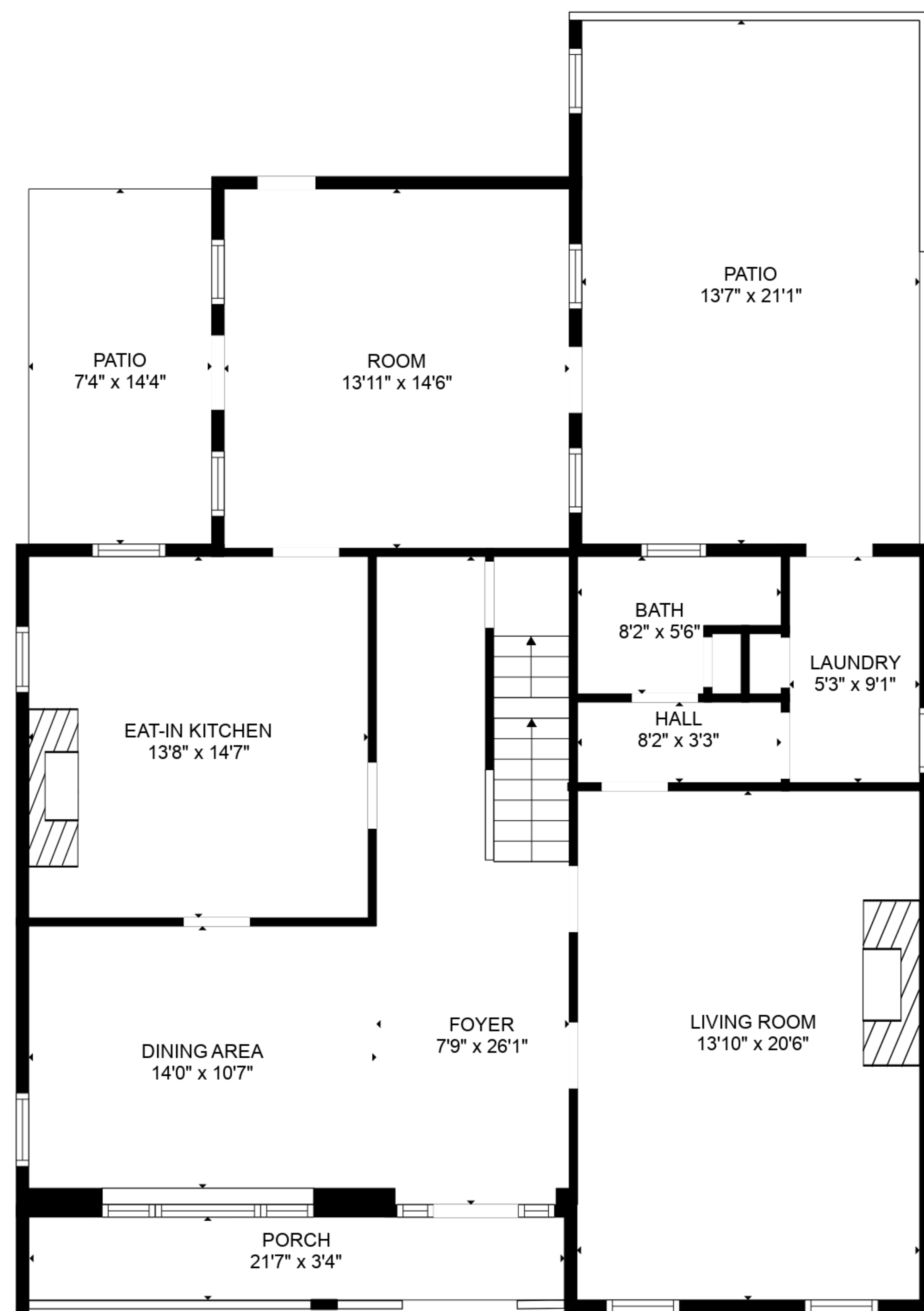




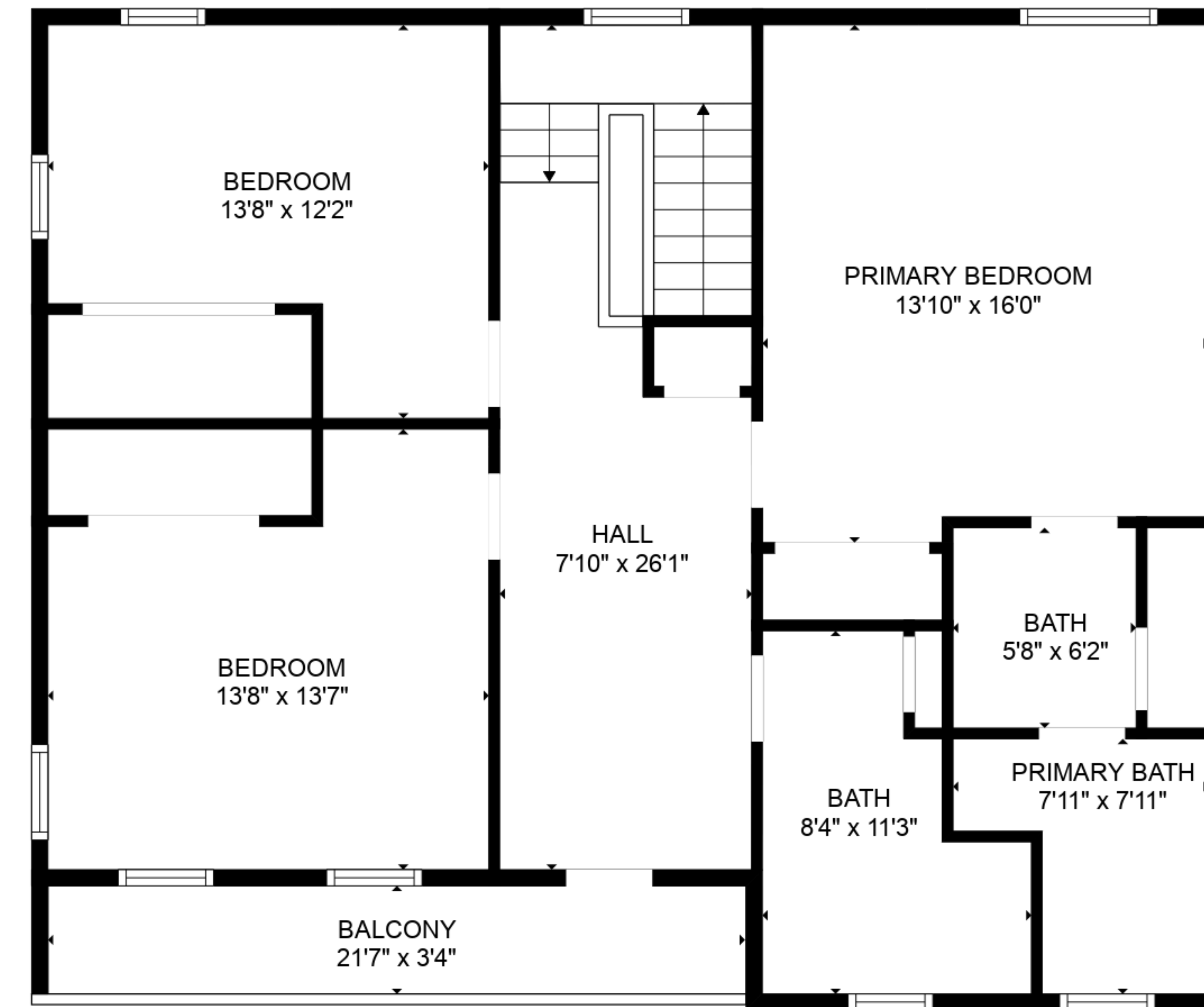
BASEMENT
35'3" x 29'11"



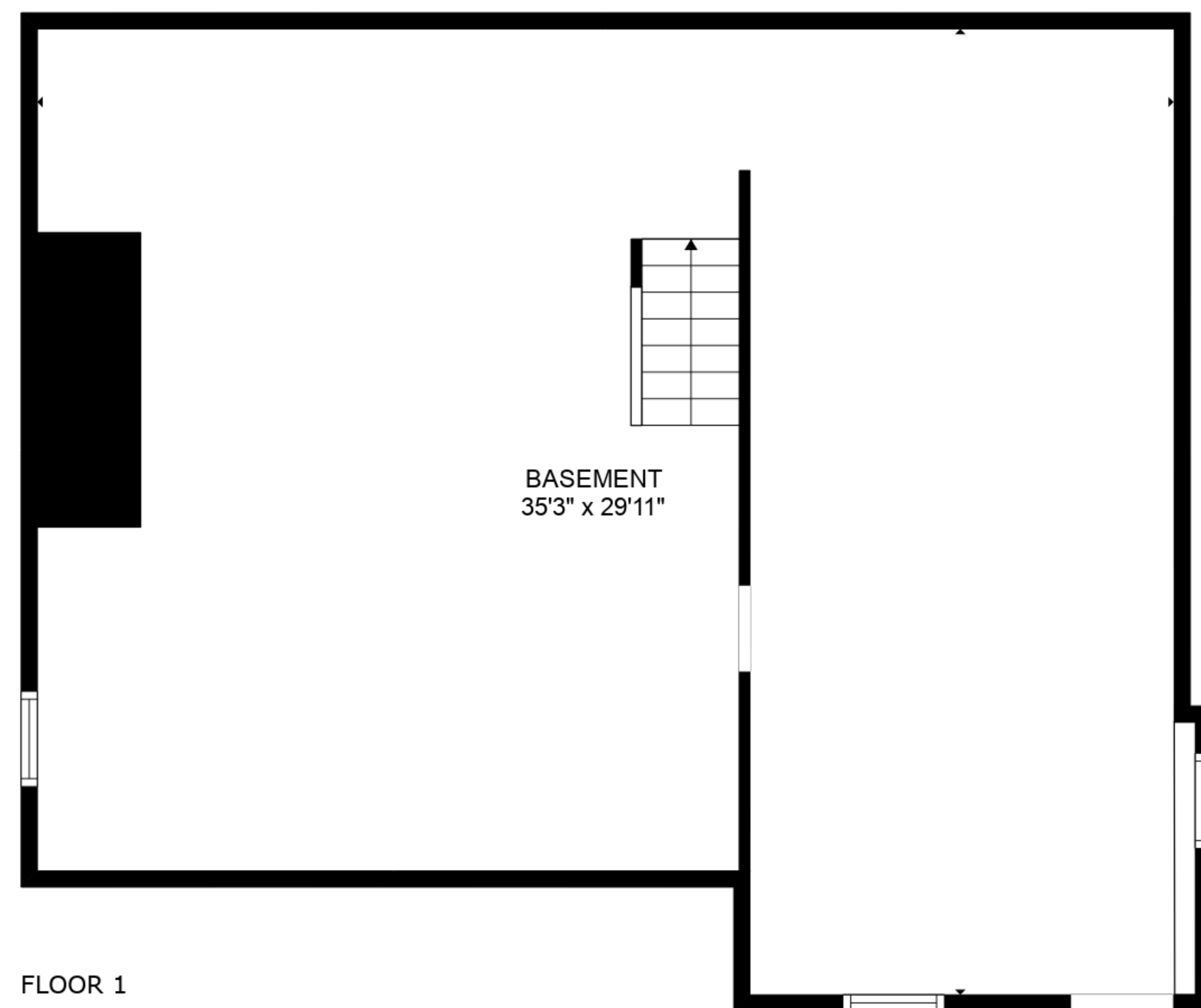




FLOOR 2



FLOOR 3



FLOOR 1

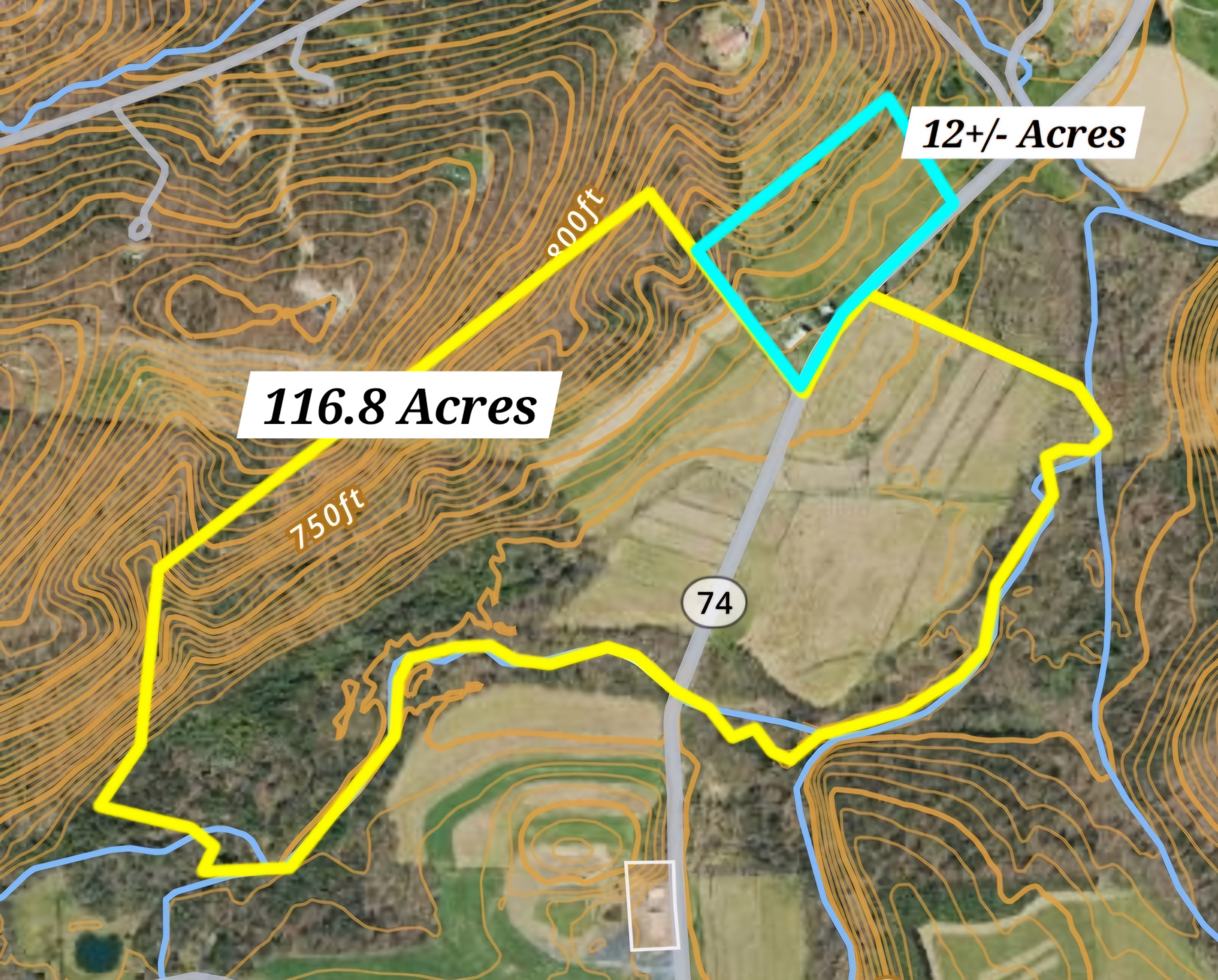
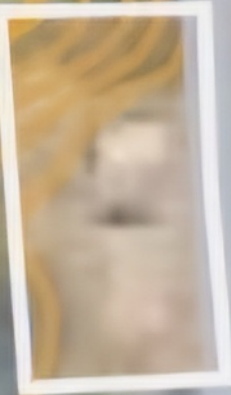
12+/- Acres

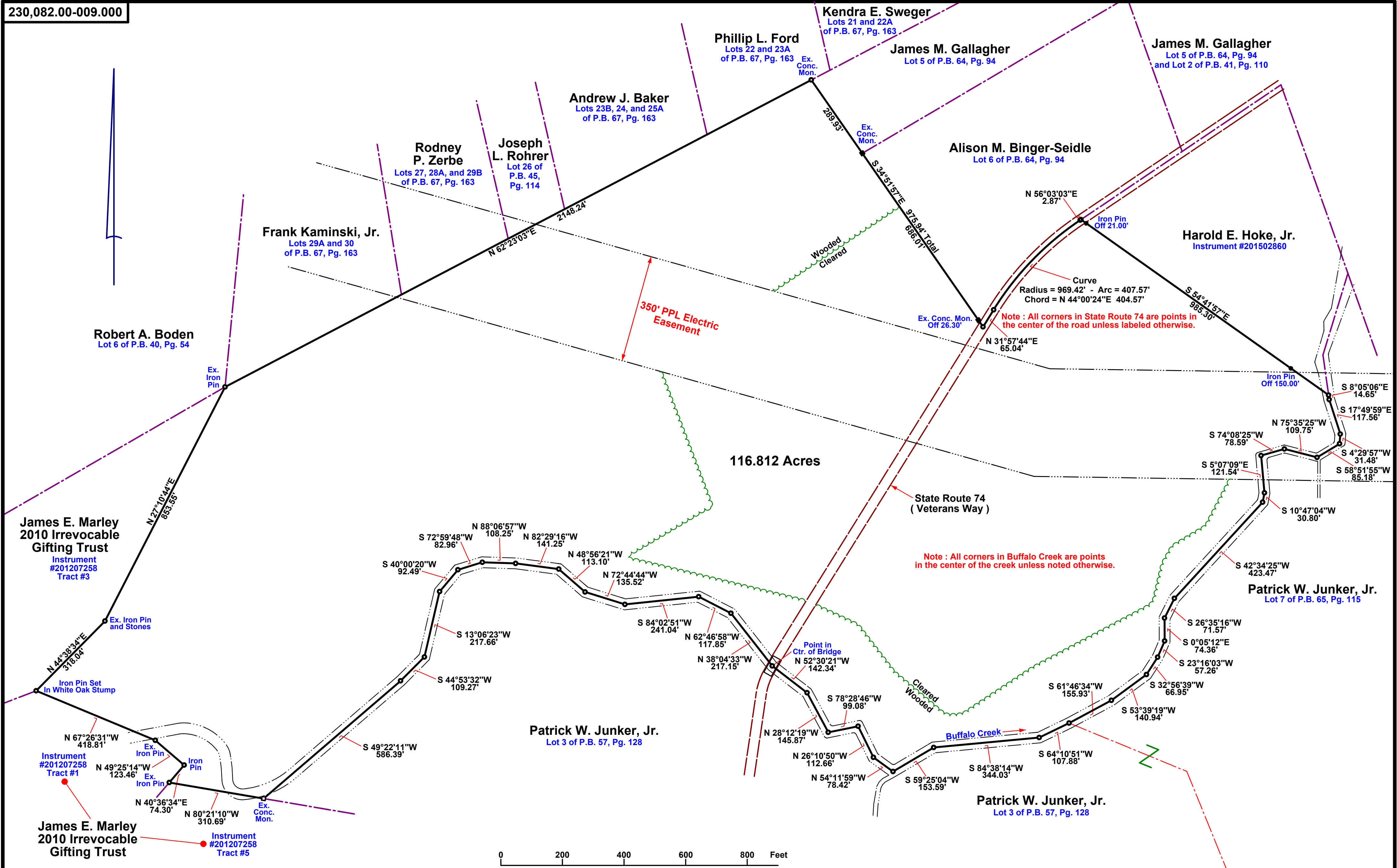
116.8 Acres

74

800ft

750ft





Robert A. Boden
Lot 6 of P.B. 40, Pg. 54

James E. Marley
2010 Irrevocable
Gifting Trust
Instrument
#201207258
Tract #3

James E. Marley
2010 Irrevocable
Gifting Trust

Frank Kaminski, Jr.
Lots 29A and 30
of P.B. 67, Pg. 163

Rodney
P. Zerbe
Lots 27, 28A, and 29B
of P.B. 67, Pg. 163

Joseph
L. Rohrer
Lot 26 of
P.B. 45,
Pg. 114

Andrew J. Baker
Lots 23B, 24, and 25A
of P.B. 67, Pg. 163

Phillip L. Ford
Lots 22 and 23A
of P.B. 67, Pg. 163

Kendra E. Sweger
Lots 21 and 22A
of P.B. 67, Pg. 163

James M. Gallagher
Lot 5 of P.B. 64, Pg. 94

Alison M. Binger-Seidle
Lot 6 of P.B. 64, Pg. 94

James M. Gallagher
Lot 5 of P.B. 64, Pg. 94
and Lot 2 of P.B. 41, Pg. 110

Harold E. Hoke, Jr.
Instrument #201502860

Patrick W. Junker, Jr.
Lot 7 of P.B. 65, Pg. 115

Patrick W. Junker, Jr.
Lot 3 of P.B. 57, Pg. 128

Patrick W. Junker, Jr.
Lot 3 of P.B. 57, Pg. 128

Recorded as Instrument # _____
Date _____

**Survey of 116.812 Acres
In Saville Township - Perry County - PA**
Surveyed for Sue M. Binger
and L Richard Binger, Current Owners

By Thomas L. Palm
2177 Valentine Road
Ickesburg, PA 17037
Phone : 717-789-3097 September 20, 2024

Deed Reference : Instrument #200708628
Tax Parcel 230,082.00-009.000



Palm's Surveying
palmssurveying1@gmail.com
Since 1869

Binger farm - Alison Binger-Seidel

Perry County, Pennsylvania, AC +/-



 Boundary

 All Polygons 128.84 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
Mf	Middlebury soils	20.35	15.8	0	42	2w
HfF	Hazleton channery sandy loam, 25 to 60 percent slopes, rubbly	15.15	11.76	0	7	7s
Ty	Tyler silt loam	12.74	9.89	0	47	3w
Pu	Purdy silt loam	12.72	9.87	0	58	4w
BxB	Buchanan channery loam, 0 to 8 percent slopes, extremely stony	11.39	8.84	0	34	6s
WkF	Weikert and Klinsville very shaly silt loams, 25 to 75 percent slopes	11.22	8.71	0	6	7e
MnA	Monongahela silt loam, 0 to 3 percent slopes	9.62	7.47	0	46	2w
WeD	Weikert very channery silt loam, 15 to 25 percent slopes	9.47	7.35	0	24	6e
EtB	Ernest silt loam, 3 to 8 percent slopes	9.08	7.05	0	50	2e
BeC	Berks channery silt loam, 8 to 15 percent slopes	6.03	4.68	0	43	3e
BeD	Berks channery silt loam, 15 to 25 percent slopes	5.08	3.94	0	35	4e
BrB	Brinkerton silt loam, 3 to 8 percent slopes	2.98	2.31	0	33	4w
BpB	Blairton silt loam, 3 to 8 percent slopes	2.09	1.62	0	38	3w
HfD	Hazleton channery sandy loam, 8 to 25 percent slopes, rubbly	0.92	0.71	0	27	7s
TOTALS		128.84(*)	100%	-	35.05	4.19

(*) 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.

 Boundary 38.65 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
MnA	Monongahela silt loam, 0 to 3 percent slopes	9.37	24.24	0	46	2w
Mf	Middlebury soils	9.01	23.31	0	42	2w
Pu	Purdy silt loam	7.69	19.89	0	58	4w
Ty	Tyler silt loam	7.61	19.68	0	47	3w
BrB	Brinkerton silt loam, 3 to 8 percent slopes	2.98	7.71	0	33	4w
EtB	Ernest silt loam, 3 to 8 percent slopes	1.99	5.15	0	50	2e
TOTALS		38.65(*)	100%	-	46.84	2.75

(*) 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.

 Boundary 90.19 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
HfF	Hazleton channery sandy loam, 25 to 60 percent slopes, rubbly	15.15	16.8	0	7	7s
BxB	Buchanan channery loam, 0 to 8 percent slopes, extremely stony	11.39	12.63	0	34	6s

Mf	Middlebury soils	11.34	12.58	0	42	2w
WkF	Weikert and Klinsville very shaly silt loams, 25 to 75 percent slopes	11.22	12.44	0	6	7e
WeD	Weikert very channery silt loam, 15 to 25 percent slopes	9.47	10.5	0	24	6e
EtB	Ernest silt loam, 3 to 8 percent slopes	7.09	7.86	0	50	2e
BeC	Berks channery silt loam, 8 to 15 percent slopes	6.03	6.69	0	43	3e
Ty	Tyler silt loam	5.13	5.69	0	47	3w
BeD	Berks channery silt loam, 15 to 25 percent slopes	5.08	5.63	0	35	4e
Pu	Purdy silt loam	5.03	5.58	0	58	4w
BpB	Blairton silt loam, 3 to 8 percent slopes	2.09	2.32	0	38	3w
HfD	Hazleton channery sandy loam, 8 to 25 percent slopes, rubbly	0.92	1.02	0	27	7s
MnA	Monongahela silt loam, 0 to 3 percent slopes	0.25	0.28	0	46	2w
TOTALS		90.19(*)	100%	-	30.0	4.81

(*) 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.



QUIT CLAIM DEED

TAX PARCEL NO. 230,082.00-009.006
Property Address: 4416 Veterans Way
Ellitsburg, PA 17024

THIS INDENTURE, made the 7th day of October in the year of our lord Two Thousand Twenty-One (2021)

BETWEEN ALISON M. BINGER-SEIDLE AND SCOTT J. SEIDLE (Wife and Husband), hereinafter called **GRANTORS.**

AND

ALISON M. BINGER-SEIDLE (Married Woman), hereinafter called **GRANTEE.**

WITNESS that the said Grantors, for and in consideration of the sum of **ONE AND 00/100 (\$1.00) DOLLAR,** and or other good and valuable consideration conveys, releases and quitclaims to the **GRANTEE:**

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in Saville Township, Perry County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a concrete monument on line of lands now or formerly of L. Richard Binger and Sue M. Binger and the southwestern corner of Lot No. 5 of the hereinafter described subdivision plan; thence by the boundary line of Lot No. 5, North 59 degrees 32 minutes 10 seconds East 997.44 feet to a concrete monument; thence by the same and through a concrete monument offset 30.96 feet and angularly across State Route 74 known as Veterans Way, South 19 degrees 39 minutes 30 seconds East 530.74 feet to a point in the center of State Route 74; thence through the center of State Route 74, South 56 degrees 03 minutes 03 seconds West 398.57 feet to a point; thence by the same on a curve to the left with a radius of 969.42 feet, an arc distance of 407.57 feet, and a chord bearing south 44 degrees 00 minutes 24 seconds West 404.57 feet to a point; thence by the same, South 31 degrees 57 minutes 44 seconds West 65.04 feet to a point; thence angularly across State Route 74 and through a concrete monument offset 26.30 feet, and by lands now or formerly of L. Richard Binger, et ux., North 34 degrees 51 minutes 57 seconds West 686.01 feet to a concrete monument on line of lands now or formerly of L. Richard Binger, et ux., and at the southwestern corner of Lot No. 5 on the hereinafter described Subdivision Plan, the place of **BEGINNING,** containing 12.00 acres, more or less, and having thereon erected a dwelling house, barn and outbuildings, and being Lot

No. 6 of a Final Subdivision Plan prepared for Sue M. Binger and L. Richard Binger by Thomas Lee Palm on June 21, 2012, and recorded October 4, 2012, in Perry County Plan Book 64 Page 94.

PIN No.: 230,082.00-009.006

BEING the same premises which Sue M. Binger and L. Richard Binger, wife and husband, by Deed dated 12/10/2012 and recorded 12/10/2012 in the Office of the Recorder of Deeds in and for the County of Perry in Instrument No. 201210000, granted and conveyed unto Alison M. Binger-Seidle and Scott J. Seidle, wife and husband, as tenants by the entireties. Grantors Herein.

THIS IS A CONVEYANCE BETWEEN HUSBAND AND WIFE THEREFORE IT IS EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAX

COPY

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 4416 Veterans Way, Ellittsburg, PA 17024**

2 **SELLER Alison M Binger Seidle**

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 AS

Date 8-6-24

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		AB		
B		AB		
C		AB		

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

- 1. When was the Property most recently occupied? current
- 2. By how many people? 5
- 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? 2012

(D) List any animals that have lived in the residence(s) or other structures during your ownership: 2 cats

Explain Section 2 (if needed): _____

	Yes	No	Unk	N/A
A1				
A2				
A3	AB			
A4				
B1	AB			
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		AB		
B2		AB		
B3		AB		
B4		AB		
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? Painted 2012 w/ house renovations
- 2. Do you have documentation (invoice, work order, warranty, etc.)? Reno by Wayne Lester Inc

(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 AB / Date 8-6-20 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

1. Does the Property have a sump pit? If "yes," how many? _____ A1
2. Does the Property have a sump pump? If "yes," how many? _____ A2
3. If it has a sump pump, has it ever run? A3
4. If it has a sump pump, is the sump pump in working order? A4

Yes	No	Unk	N/A
	✓		
	✓		
			✓
			✓
	✓		
	✓		
	✓		

(B) Water Infiltration

1. Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space? B1
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? B2
3. Are the downspouts or gutters connected to a public sewer system? B3

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

1. Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property? A1
2. Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests? A2

Yes	No	Unk	N/A
	✓		
	✓		
	✓		
	✓		

(B) Treatment

1. Is the Property currently under contract by a licensed pest control company? B1
2. Are you aware of any termite/pest control reports or treatments for the Property? B2

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable: _____

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? A
- (B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property? B
- (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)? C
- (D) Stucco and Exterior Synthetic Finishing Systems
 1. 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? D1
 2. If "yes," indicate type(s) and location(s) _____ D2
 3. If "yes," provide date(s) installed _____ D3
- (E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property? E
- (F) Are you aware of any defects (including stains) in flooring or floor coverings? F

Yes	No	Unk	N/A
	✓		
	✓		
	✓		
	✓		
	✓		

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. A

Yes	No	Unk	N/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)
Entire house gutted & reno in 2012	2012	Yes	Yes
Wayne Lecher Inc. reno			

Seller's Initials BS / _____ Date 8-6-24 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/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
	B		

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		B		
A2	A			
A3		B		
A4		A		
A5		A		
A6		A		
A7			B	
B1				
B2		B		
B3		A		
B4		A		
B5		B		
B6	A			
C1				A
C2				A
D1		B		
D2			B	
D3			B	
D4		B		
D5		B		

(B) General

1. When was the water supply last tested? 2012
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?

Seller's Initials AM / _____ Date 8-6-24 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

- 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		<input checked="" type="checkbox"/>		
E2		<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

- 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)?
- Name of current service provider, if any:

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

(B) Type Is your Property served by:

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

B1		<input checked="" type="checkbox"/>		
B2		<input checked="" type="checkbox"/>		
B3	<input checked="" type="checkbox"/>			
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?

C1		<input checked="" type="checkbox"/>		
C2			<input checked="" type="checkbox"/>	
C3				<input checked="" type="checkbox"/>
C4				<input checked="" type="checkbox"/>
C5				<input checked="" type="checkbox"/>
C6				<input checked="" type="checkbox"/>
C7				<input checked="" type="checkbox"/>
C8				<input checked="" type="checkbox"/>
C9				<input checked="" type="checkbox"/>
C10		<input checked="" type="checkbox"/>		

(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?
- When were the tanks last pumped and by whom?

D1			<input checked="" type="checkbox"/>	
D2			<input checked="" type="checkbox"/>	
D3			<input checked="" type="checkbox"/>	
D4		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
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?

E1		<input checked="" type="checkbox"/>		
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?

F1		<input checked="" type="checkbox"/>		
F2				
F3				
F4		<input checked="" type="checkbox"/>		
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?

G1				<input checked="" type="checkbox"/>
G2				<input checked="" type="checkbox"/>
G3				<input checked="" type="checkbox"/>
G4			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Seller's Initials AS / Date 8-10-24 SPD Page 5 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 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 Wood Stone

	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
Tanks 1 Tankless _____
- 2. When were they installed? 2 yrs ago 2022
- 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

Seller's Initials _____ / _____ Date 8-6-24 SPD Page 6 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.

- 8. Pellet stove(s) _____
How many and location? _____
- 9. Wood stove(s) _____
How many and location? 1 - outside
- 10. Coal stove(s) _____
How many and location? _____
- 11. Wall-mounted split system(s) _____
How many and location? _____
- 12. Other: oil tank + propane
- 13. If multiple systems, provide locations outside + basement

	Yes	No	Unk	N/A
B8		✓		
B9	✓			
B10		✓		
B11		✓		
B12	✓			
B13				
C1				
C2				
C3				
C4				
C5				
C6				
D1	✓			
D2	✓			
D3				
D4	✓			
D5	✓			
D6				
D7				
D8	✓			
E1	✓			
E2				
E3				
F		✓		
A1				
1a				✓
1b				✓
1c				✓
A2				
A3				
A4				
A5				
A6				
B		✓		
C		✓		

(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? 2
- 3. When was each heating system(s) or zone installed? 2012
- 4. When was the heating system(s) last serviced? 2022
- 5. Is there an additional and/or backup heating system? If "yes," explain: oil + propane
- 6. Is any part of the heating system subject to a lease, financing or other agreement?
If "yes," explain: _____

(D) Fireplaces and Chimneys

- 1. Are there any fireplaces? How many? 1
- 2. Are all fireplaces working?
- 3. Fireplace types (wood, gas, electric, etc.): wood
- 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? 1
- 7. When were they last cleaned? 2021
- 8. Are the chimneys working? If "no," explain: yes

(E) Fuel Tanks

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

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

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? _____
 - c. When was each system last serviced? _____
- 2. Wall units 4
How many and the location? _____
- 3. Window units 4
How many? _____
- 4. Wall-mounted split units
How many and the location? livingroom + bedrooms
- 5. Other _____
- 6. None _____

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

If "yes," explain: _____

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

Seller's Initials JRS / _____ Date 8-6-24 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	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.			

brand new washer July 2024

(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? *Brand new 2012* A
- (B) Are you aware of any problems with the windows or skylights? B

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

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? A1
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the Property? A2
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the Property? A3
- Have you received written notice of sewage sludge being spread on an adjacent property? A4
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations on the Property? A5

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"/>		

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) B1
- Open Space Act - 16 P.S. §11941, et seq. B2
- Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights) B3
- Any other law/program: _____ B4

Yes	No	Unk	N/A
<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>		
	<input checked="" type="checkbox"/>		
	<input checked="" 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 C1
- Coal C2
- Oil C3
- Natural gas C4
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain: C5

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"/>		

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? A1
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)? A2
- Do you maintain flood insurance on this Property? A3
- Are you aware of any past or present drainage or flooding problems affecting the Property? A4
- Are you aware of any drainage or flooding mitigation on the Property? A5
- 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? A6
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property? A7

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"/>		

Seller's Initials *JM* / _____ Date *8-6-24* 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): _____

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 MP Date 8-6-24 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

1. Are you aware of any public improvement, condominium or homeowner association assessments against the Property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?

2. Are you aware of any 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?

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

(C) Legal

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

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

(D) Additional Material Defects

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

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

2. After completing this form, if Seller becomes aware of additional information about the Property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection 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  Alison M Binger Seidle DATE 8-6-24

SELLER _____ DATE _____

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 _____ TBD DATE _____

BUYER _____ DATE _____

BUYER _____ DATE _____

Article of Agreement,

MADE THE 5th day of October in the year two thousand twenty-four (2024)

BETWEEN ALISON M. BINGER-SEIDLE, Seller

and

Buyer

WITNESSETH, that the said Seller, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer to be kept and performed has agreed and does hereby agree to sell and convey unto the said Buyer, his heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of _____ Dollars, to be paid as follows:

- \$30,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance to be paid at settlement to be held on or before December 4, 2024.
- The property that is subject to this Agreement is described as follows: All that certain tract of land situate in Saville Township, Perry County, Pennsylvania, containing 12.00 acres, and having thereon a dwelling house, barn and outbuildings with an address of 4416 Veterans Way, Elliottsburg, Pennsylvania, and being Tax Parcel No. 230,082.00-009.006. Being described in deed recorded in Perry County Instrument No. 202108859.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Realty transfer taxes shall be paid by Buyer.
- Time is of the Essence in this Agreement.
- It is agreed, by and between the said parties, that possession of said premises shall be delivered to the Buyer, his heirs, or assigns, on the day of settlement until which time the Seller shall be entitled to have and receive the rents, issues and profits thereof.
- In the event of default in the terms of this Agreement by Buyer, all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer understands that there is no existing community sewage system available to said property.
- Upon the payment of the said sum, the said Seller will, at settlement when all monies are paid make, execute and deliver to the Buyer, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrance and dower, or right of dower, such conveyance to contain the usual covenants of special warranty. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates and in the full amount of the purchase price. Buyer accepts title subject to enrollment in Clean and Green Program.

- Risk of loss from fire or other casualty shall remain in the Seller until final settlement. In case of fire or other casualty prior to settlement, the Buyer shall have the option of rescinding the agreement or of settling and obtaining an assignment of the insurance proceeds.
- The Real Estate Disclosure Act, if applicable, has been complied with prior to the signing of this Agreement.
- Buyer hereto waives all rights to disclosure and inspection for lead paint.
- Included in the sale are the following items of personal property: any personal property left on the date of closing.
- This document contains the entire agreement between the parties; there are no representations, warranties, covenants, terms or conditions, except as specifically set forth herein.
- The Buyer represents that he has inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agrees to accept the premises "as is."
- This Agreement shall be binding on the parties, their heirs, successors and assigns.

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

ALISON M. BINGER-SEIDLE



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Office

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