

**CONDITIONS OF SALE OF REAL ESTATE  
OF ANNVILLE TOWNSHIP AND ANNVILLE ECONOMIC  
DEVELOPMENT AUTHORITY  
DATE: APRIL 12, 2017**

1. The property to be sold is 25-33 and 35 Rear East Main Street, Annville, Annville Township, Lebanon County, Pennsylvania, Tax Parcel ID# 18-2312929-365452. The premises are improved with a four (4) unit apartment building, a retail store front building, and twelve thousand (12,000) square feet, more or less, of storage and garage area.

The legal description for the real property is attached as Exhibit "A".

A PARKING EASEMENT AGREEMENT has been entered into involving 35 East Main Street, which is attached hereto, made a part hereof, and marked Exhibit "B". In the event that the Purchaser decides not to provide parking spaces for the tenants of 35 East Main Street on 35 Rear East Main Street designated parking will be provided for those tenants by Annville Township.

2. The property is located within the Annville Township Historic District and changes or repairs to the property will be governed by the Annville Township Historic Architectural Review Ordinance.

3. Public Water System. The property is served by a public water system.

4. Public Sewer System. The property is served by a public sewer system.

5. Seller's Property Disclosure Statement. SELLER provides the enclosed SELLER'S PROPERTY DISCLOSURE STATEMENT, attached hereto, made a part hereof, and marked Exhibit "C".

6. Condition of Premises. The premises being sold are sold "AS IS" with no representation, guarantee, or warranty regarding the condition of the premises, or any improvements to the premises, including, but not limited to, structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, or any portion thereof.

Phase 1 environmental testing was performed upon the property prior to its purchase by Annville Township. The results of that testing are available for review by any prospective bidder. The PURCHASER acknowledges that PURCHASER has had the opportunity to review these test results and to ask any questions the PURCHASER has about these test results.

A 2,000 gallon underground fuel tank and a 500 gallon underground fuel tank are located on the property and environmental testing was performed involving those tanks. Those tanks have been filled and closed and SELLER is not aware of any leakage or other environmental problems relating to those tanks.

There is a hole in the roof of the retail store front building that causes leaking into that building.

At settlement, the premises shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under homeowners insurance held by SELLER; damages arising from any condition of the premises existing on the public sale date; and/or damages of any kind arising from any taking by eminent domain.

PURCHASER acknowledges that PURCHASER has had the opportunity to inspect the physical condition of the premises to the extent deemed necessary by PURCHASER, and PURCHASER agrees that neither SELLER, nor anyone on SELLER'S behalf has made any representation or warranty with respect to the physical condition of the property or otherwise, except as expressly stated in these Conditions, and PURCHASER agrees to purchase the premises "AS IS" in their present condition. Without limiting the generality of the foregoing, PURCHASER expressly agrees that SELLER has made no warranties, express or implied, with respect to the suitability of the property for any particular purpose or with respect to surface or sub-surface conditions thereof.

7. Zoning and Use of Premises. SELLER makes no representation concerning the zoning of the premises or the uses to which the premises may be made pursuant to zoning. The Annville Township Board of Commissioners, in December, 2016, adopted a comprehensive revised Annville Township Zoning

Ordinance. Uses for the premises will be subject to that Zoning Ordinance. The premises are currently being used for the four (4) unit apartment building. The retail store front building has been used for a number of retail operations in the past but is presently not being used. The 12,000 square feet, more or less, area which is available for storage or garage use has not been used for any other use in recent years. The PURCHASER must satisfy themselves that the zoning of the premises is satisfactory, based upon the newly-adopted Annville Township Zoning Ordinance for the contemplated uses that could be made of the premises by the PURCHASER.

8. The highest approved bidder shall be declared to be the PURCHASER.

9. If any dispute arises between two or more bidders, the property shall immediately be put up again at the last undisputed bid.

10. The PURCHASER of said real estate shall immediately pay to the SELLER ten percent (10%) of the purchase price as a down payment and sign these Conditions and Agreement for the payment of the remainder of the purchase price on settlement and delivery of the deed. The down payment shall be made payable to Timothy D. Sheffey, Agent, on behalf of SELLERS.

11. The date and place of settlement shall be on or before Monday, June 12, 2017, at the law offices of Reilly, Wolfson, Sheffey, Schrum and Lundberg LLP, 1601 Cornwall Road, Lebanon, Pennsylvania, 17042; Phone: (717) 273-3733. Time is of

the essence of these Conditions and Agreement.

12. The existing leases with existing tenants shall be assigned to the PURCHASER at closing and any SELLER-held security deposits will be provided to PURCHASER at closing.

13. At the time of settlement, the SELLER, upon receipt of the said full purchase price and upon compliance with the conditions of this Agreement by the PURCHASER, will convey to the PURCHASER good and marketable fee simple title to said property, insurable at regular rates by a title insurance company licensed to do business in the Commonwealth of Pennsylvania, free and clear of all liens and encumbrances, but subject to all visible easements, rights of way, and building or use restrictions, and any or all of the same which are a matter of record.

14. The PURCHASER shall pay the costs of preparing a special warranty deed, the acknowledgments, all required realty transfer taxes, and a 10% of the sale price Buyer's Premium.

15. Possession will be given upon settlement and delivery of deed. Formal tender of deed and purchase money are waived.

16. The SELLER reserves the right to withdraw the said premises from sale for want of a sufficient bid and/or to adjourn the sale to a future date or dates.

17. Township and County real estate taxes for 2017 shall be pro-rated on a fiscal year basis in accordance with customary practices. School District real estate taxes shall be prorated on a fiscal year basis in accordance with customary practices as they relate to the fiscal year beginning July 1, 2016, through June 30, 2017.

18. Upon failure to comply with the above conditions, the money paid as a down payment shall become forfeited to the SELLER, who then, at their option shall have the full liberty with or without notice to resell the said premises either at public or private sale and if on such resale there shall be any deficiency, the PURCHASER at this sale shall make good such deficiency but the PURCHASER at this sale shall not have any advantage from any increased price obtained at such resale.

19. The SELLER shall not be liable for any damages for failure to convey a valid title for any reason beyond SELLER'S control and in such event, the PURCHASER shall be entitled to receive a refund of the down payment, but shall have no further rights of action against the SELLER.

20. These Conditions and Agreement shall be binding upon the parties hereto and their respective heirs, administrators, successors, personal representatives, and assigns.

21. These Conditions and Agreement represent the whole agreement between the parties and any representations concerning the premises made prior to the execution of these Conditions and Agreement are hereby superseded by these Conditions and Agreement. No modification of these Conditions and Agreement shall be valid unless made in writing and executed by the parties hereto.

### **AGREEMENT**

We, the undersigned, being the SELLER and PURCHASER of the real estate mentioned in the foregoing Conditions, hereby declare and agree that the said

\_\_\_\_\_ has become the PURCHASER of the aforesaid premises for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and that the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) has been paid to the undersigned SELLER, the receipt is hereby accepted by way of deposit, and in part payment of the said purchase price. And we further agree that the conditions of sale shall be taken as the terms of agreement for the sale and purchase respectively, of the said premises, and shall be observed and fulfilled by the said SELLER and PURCHASER respectively.

We, the PURCHASER or PURCHASERS, further agree that if I/we shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, I/we authorize the Prothonotary or any attorney-at-law to

appear for me/us in any Court of Record and confess judgment in an amicable action of ejectment against me/us, in favor of the SELLER or the latter's assigns, for possession of said premises and direct the issuing of a writ of Habere Facias Possessionem, with a clause of Fieri Facias for costs; thereby waiving all irregularities, notice, leave of court and any and all provisions of present or future exemption laws.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12<sup>th</sup> day of April, A.D., 2017.

"SELLER"

\_\_\_\_ (SEAL)  
Authorized Representative,  
Annville Township

\_\_\_\_ (SEAL)  
Authorized Representative,  
Annville Economic Development  
Authority

"PURCHASER(S)"

\_\_\_\_\_  
Print Name

\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_ (SEAL)



NAME OF PURCHASER, IF NOT AN INDIVIDUAL: \_\_\_\_\_

\_\_\_\_\_

PURCHASER'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PURCHASER'S TELEPHONE/CELL NO. \_\_\_\_\_

PURCHASER'S EMAIL: \_\_\_\_\_

DEED IN NAME OF: \_\_\_\_\_

## EXHIBIT A

TRACT NO. 1 - FRONTING on the north side of East Main Street, 51.5 feet and extending of that width in depth 198 feet to Lebanon Alley; bounded on the west by an alley; on the east by Tract No. 2; on the north by Lebanon Alley and on the south by East Main Street. Known as 25 East Main Street, Annville, Pa.

TRACT NO. 2 - BOUNDED on the south by said East Main Street; on the west by Tract No. 1; on the north by Lebanon Alley and on the east by Tract No. 3; containing in front on said East Main Street, 14 feet 11 inches, and extending in depth to Lebanon Alley, 198 feet. Known as 27 East Main Street, Annville, Pa.

TRACT NO. 3 - BEGINNING at a point on the north side of Main Street, corner of Tract No. 2; thence northwardly along the east side of said property 198 feet to the south side of Lebanon Alley; thence eastwardly along the south side of Lebanon Alley, 33 feet, more or less, to property now or late of Frantz J. Singer and Doris E. Singer; thence southwardly along said property 198 feet to the north side of Main Street; thence westwardly along the north side of Main Street, 33 feet, more or less, to the place of BEGINNING. Known as 31 and 33 East Main Street, Annville, Pa.

LOT ADDITION A. BEGINNING at an iron pin on the southern right-of-way line of East Lebanon Street, said point being the northwestern corner of lands now or late of Gladys R. Mariani; thence along said lands now or late of Gladys Mariani, south 09 degrees 25 minutes 21 seconds east, a distance of 140.56 feet to an iron pin; thence along residue lands of Joseph Bartoszek and Cheryl Bartoszek, as shown on Land Subdivision Plan for Joseph and Cheryl Bartoszek, revised date December 13, 2010, south 79 degrees 51 minutes 25 seconds west, a distance of 33.58 feet to an iron pipe; thence along lands of Township of Annville, north 09 degrees 01 minute 00 seconds west, a distance of 140.58 feet to an iron pin on said southern right-of-way line of East Lebanon Street; thence along said southern right-of-way line of East Lebanon Street, north 79 degrees 51 minutes 25 seconds east, a distance of 32.58 feet to the place of BEGINNING. CONTAINING 4,649 square feet. Identified as 35 Rear East Main Street, Annville, Pa.



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## PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement"), made and entered into as of the 17th day of March, 2011, between **Annville Economic Development Authority** ("Grantor"), an economic development authority organized and existing under the laws of the Commonwealth of Pennsylvania, and **Joseph Bartoszek and Cheryl Bartoszek**, husband and wife ("Grantees"), provides as follows:

### BACKGROUND

Grantees are the owners of certain real property located at 35 East Main Street, Annville, ~~Lebanon~~ County, Pennsylvania (the "Property").  
mcc Annville Township,

Grantor has entered into an Agreement for Sale of Real Estate with Grantees, dated May 26, 2010 (the "Agreement of Sale"), whereby Grantor has purchased a portion of the Property, as such premises is described in the Agreement of Sale. Pursuant to the Agreement of Sale, upon Grantor's acquisition of the premises, Grantor has agreed to grant and convey to Grantees the use of certain off-street parking, for use by tenants of Grantees residing at the Property in common with other permitted users, and up to a maximum of four (4) spaces, the terms and conditions of which easement shall be as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Grantor hereby establishes, creates, and grants to Grantees and their successors in ownership of the Property, for the benefit of and use by Grantee's tenants in the apartment building located thereon, a perpetual easement to use, without cost and on a non-exclusive basis in common with all other users thereof, the off-street parking designated by Grantor on property owned or to be owned in the future by Grantor. The use by the tenants shall be in the same manner as members of the general public, except as otherwise determined by Grantor in the event it determines it advisable to dedicate certain parking spaces to the tenants' use, and up to a maximum of four (4) spaces.

2. During the period prior to the construction of such off-street parking by Grantor, Grantor agrees to provide temporary parking for Grantees' or their successors' tenants, up to a maximum of four (4) spaces, on property owned and designated by Grantor, and shall provide such tenants with written permits for display in their vehicles, or other documentation created by Grantor for such purpose, granting them permission to utilize such parking.

Exhibit "B"

3. The maximum number of off-street parking spaces granted in this Agreement shall decrease in the event of a decrease in the number of apartment units in the Property. More specifically, if the number of apartment units decreases to two (2) units, then the maximum number of off-street parking spaces granted by Grantor under this Agreement shall be reduced to a maximum of three (3) spaces. If the number of apartment units decreases to one (1) unit, then the maximum number of off-street parking spaces granted by Grantor under this Agreement shall be reduced to a maximum of two (2) spaces.

4. Any notice or other communications to be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, or two (2) days after deposit in the U.S. Mail, postage prepaid, addressed as follows:

To the Grantor: Mr. Richard F. Charles, Chairman  
ANNVILLE ECONOMIC DEVELOPMENT  
AUTHORITY  
Annville Town Hall  
P.O. Box 178  
Annville, PA 17003

With a copy to: Michelle Calvert, Esquire  
REILLY, WOLFSON, SHEFFEY,  
SCHRUM AND LUNDBERG, LLP  
1601 Cornwall Road  
Lebanon, PA 17042

To the Grantees: Mr. and Mrs. Joseph Bartoszek  
1119 Cathedral Lane  
Allentown, PA 18104

With a copy to: Keith D. Wagner, Esquire  
BRINSER, WAGNER & ZIMMERMAN  
6 East Main Street  
Palmyra, PA 17078

To any successors  
in ownership of the  
Property: Addressed to such successors, at the address  
set forth in the deed to such successors or such  
other address as the successors shall provide to  
Grantor in writing

Either party may change the name or the person or address to which notices or other communications are to be given by so notifying the other party in writing.

5. The easement granted in this Agreement, except as otherwise set forth herein, shall be perpetual, in the case of the rights of Grantees shall run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their successors in ownership of their respective properties, and the terms Grantor and Grantees hereunder shall include such successors.

6. This Agreement shall be recorded in the Recorder of Deeds Office of Lebanon County, Pennsylvania, by the parties. Grantor shall be responsible for the cost of recording.

8. This Agreement shall be governed and construed under the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Parking Easement Agreement as of the day and year first set forth above.

Attest:

**"GRANTOR"**  
ANNVILLE ECONOMIC  
DEVELOPMENT AUTHORITY

By: Richard F. Charles

(Name printed): Richard F. Charles

(Title): Chairman

WITNESS

WITNESS

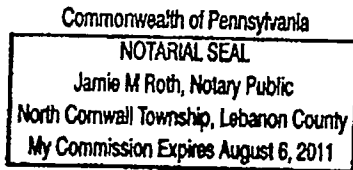
**"GRANTEE"**

Joseph Bartoszek  
JOSEPH BARTOSZEK

Cheryl Bartoszek  
CHERYL BARTOSZEK

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LEBANON :

On this, the 17<sup>th</sup> day of March, 2011, before me a Notary Public in  
and for said county and state, personally appeared  
Richard F. Charles who acknowledged himself/herself to be the  
Chairman of Annville Economic Development Authority, and that  
he/she as such Chairman, being duly authorized to do so, executed the  
foregoing instrument for the purpose therein contained by signing the name of Annville  
Economic Development Authority by himself/herself as Chairman.



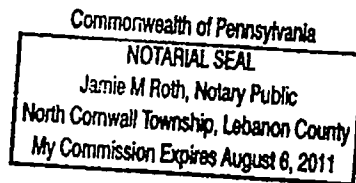
Jamie M Roth  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LEBANON :

On this 17<sup>th</sup> day of March, 2011, before me, a Notary Public, the undersigned  
officer, personally appeared Joseph Bartoszek, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument and acknowledged that he  
executed the same for the purposes therein contained and desired the same might be  
recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Jamie M Roth  
NOTARY PUBLIC

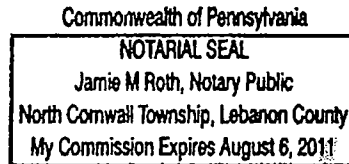


COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LEBANON

On this 17<sup>th</sup> day of March, 2011, before me, a Notary Public, the undersigned officer, personally appeared Cheryl Bartoszek, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and desired the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Jamie M Roth  
NOTARY PUBLIC



COPY

201103836



**pennsylvania**  
DEPARTMENT OF REVENUE  
Bureau of Individual Taxes  
PO BOX 280603  
Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

## RECORDER'S USE ONLY

|                |                |
|----------------|----------------|
| State Tax Paid | <i>None</i>    |
| Book Number    | <i>2155</i>    |
| Page Number    | <i>7022</i>    |
| Date Recorded  | <i>3-17-11</i> |

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

### A. CORRESPONDENT - All inquiries may be directed to the following person:

|                 |                              |                   |                |
|-----------------|------------------------------|-------------------|----------------|
| Name            | Michelle R. Calvert, Esquire | Telephone Number: | (717) 273-3733 |
| Mailing Address | 1601 Cornwall Road           | City              | Lebanon        |
|                 |                              | State             | PA             |
|                 |                              | ZIP Code          | 17042          |

### B. TRANSFER DATA

Grantor(s)/Lessor(s)  
Annville Economic Development Authority  
Mailing Address  
36 North Lancaster Street  
City  
Annville

State  
PA

ZIP Code  
17003

### C. Date of Acceptance of Document

3/17/11

Grantee(s)/Lessee(s)  
Joseph and Cheryl Bartoszek  
Mailing Address  
1119 Cathedral Lane  
City  
Lebanon

State  
PA

ZIP Code  
17042

### D. REAL ESTATE LOCATION

|                |                                       |                         |                           |
|----------------|---------------------------------------|-------------------------|---------------------------|
| Street Address | Part of 35 East Main Street, Annville | City, Township, Borough | Annville Township         |
| County         | Lebanon County                        | School District         | Annville Cleona           |
|                |                                       | Tax Parcel Number       | Part of 18-2312996-365353 |

### E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☐ N

|                                      |                                   |                                  |
|--------------------------------------|-----------------------------------|----------------------------------|
| 1. Actual Cash Consideration<br>0.00 | 2. Other Consideration<br>+ 0.00  | 3. Total Consideration<br>= 0.00 |
| 4. County Assessed Value             | 5. Common Level Ratio Factor<br>X | 6. Fair Market Value<br>=        |

### F. EXEMPTION DATA

|   |  |  |
|---|--|--|
| 1a. Amount of Exemption Claimed<br>100% | 1b. Percentage of Grantor's Interest in Real Estate<br>easement only | 1c. Percentage of Grantor's Interest Conveyed<br>eastment only |
|---|--|--|

### Check Appropriate Box Below for Exemption Claimed.

☐ Will or intestate succession. \_\_\_\_\_  
(Name of Decedent) (Estate File Number)

☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)

☐ Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.

☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

☐ Transfers to the commonwealth, the U.S. and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)

☒ Other (Please explain exemption claimed.) Easement only without consideration incident to the  
"transfer to the commonwealth, the U.S. and instrumentalities by gift, condemnation or  
in lieu of condemnation" pursuant to the deed recorded simultaneously herewith.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

|   |                 |
|---|-----------------|
| Signature of Correspondent or Responsible Party<br><i>Michelle R. Calvert</i> | Date<br>3/17/11 |
|---|-----------------|

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.





COUNTY OF LEBANON  
RECORDER OF DEEDS  
Donna J. Lutz, Recorder  
400 South 8th Street Room 107  
Lebanon, Pennsylvania 17042-6794

Instrument Number - 201103836  
Recorded On 3/17/2011 At 2:38:57 PM  
\* Instrument Type - RIGHT OF WAY  
Invoice Number - 194628  
\* Grantor - ANNVILLE ECONOMIC DEVELOPMENT AUTHORITY  
\* Grantee - BARTOSZEK, JOSEPH

Book - 2155 Starting Page - 7022  
\* Total Pages - 7

**\* FEES**

|                       |         |
|-----------------------|---------|
| STATE WRIT TAX        | \$0.50  |
| JCS/ACCESS TO JUSTICE | \$23.50 |
| RECORDING FEES -      | \$17.00 |
| RECORDER OF DEEDS     |         |
| PARCEL CERTIFICATION  | \$10.00 |
| FEE                   |         |
| COUNTY ARCHIVES FEE   | \$2.00  |
| ROD ARCHIVES FEE      | \$3.00  |
| TOTAL PAID            | \$56.00 |

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Lebanon County, Pennsylvania.

*Donna J. Lutz*  
Donna J. Lutz  
Recorder of Deeds



\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

Book: 2155 Page: 7028

# 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 25 East Main Street, Annville, PA 17003  
 2 SELLER Annville Township

3 The Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that a seller of a property must disclose to a buyer all known  
 4 material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this state-  
 5 ment includes disclosures beyond the basic requirements of the Law in an effort to assist sellers in complying with seller disclosure  
 6 requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form  
 7 can find the form on the Web site of the Pennsylvania State Real Estate Commission.

8 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substi-  
 9 tute for any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a  
 10 warranty or representation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to  
 11 address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve  
 12 Seller of the obligation to disclose a material defect that may not be addressed on this form. Any non-exempt seller is obligated to  
 13 complete the disclosure form even if the seller does not occupy or has never occupied the property. For a list of exempt sellers,  
 14 see Information Regarding the Real Estate Seller's Property Disclosure Law found on the last page of this document.

15 A Material Defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on  
 16 the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or  
 17 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 mate-  
 18 rial defect.

19 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  
 20 to the property. Check unknown when the question does apply to the property but you are not sure of the answer.

|    | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| 21 |     |    |     |     |
| 22 |     | X  |     |     |
| 23 | X   |    |     |     |
| 24 |     | X  |     |     |
| 25 |     |    |     |     |

## 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: Portions of the building have been rented for both residential and commercial uses

|    | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| 26 |     |    |     |     |
| 27 |     |    |     |     |
| 28 |     |    |     |     |
| 29 |     |    |     |     |
| 30 |     | X  |     |     |
| 31 |     |    |     |     |
| 32 |     |    |     |     |
| 33 |     |    |     |     |
| 34 |     | X  |     |     |
| 35 |     | X  |     |     |
| 36 | X   |    |     |     |
| 37 |     | X  |     |     |
| 38 |     | X  |     |     |
| 39 |     | X  |     |     |
| 40 |     | X  |     |     |

## 2. OWNERSHIP/OCCUPANCY

- (A) Occupation  
 1. When was the property most recently occupied? Currently occupied  
 2. Was the Seller the most recent occupant? If "no," when did the Seller occupy most recently the property? (write "never" if true) Never  
 3. How many persons most recently occupied the property? 5 persons (in 4 residential rental units)  
 (B) Role of Individual Completing This Disclosure. Is the individual completing this form:  
 1. The owner  
 2. The executor  
 3. The administrator  
 4. The trustee  
 5. An individual holding power of attorney  
 (C) When was the property purchased? 2006  
 (D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed):

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

- (A) Type. Is the Property part of a(n):  
 1. Condominium  
 2. Homeowners association or planned community  
 3. Cooperative  
 4. Other type of association or community  
 (B) If "yes," how much are the fees? \$ \_\_\_\_\_, paid ( ) Monthly ( ) Quarterly ( ) Yearly  
 (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: \_\_\_\_\_

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9/12

Prudential Gacono Real Estate 50 West Main Street Annville, PA 17003

Phone: 717-867-5511 307

Fax: 717-867-2539

Mary Ann Gacono

Untitled

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PROPERTY

25 East Main Street, Annville, PA 17003

| 53   | Yes | No | Unk | N/A |
|------|-----|----|-----|-----|
| 54 D |     |    |     | X   |

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

*Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*

| 61   | Yes | No | Unk | N/A |
|------|-----|----|-----|-----|
| 62   |     |    |     |     |
| 63 1 |     |    | X   |     |
| 64 2 |     |    |     | X   |
| 65   |     |    |     |     |
| 66 1 | X   |    |     |     |
| 67 2 |     |    | X   |     |
| 68   |     |    |     |     |
| 69 1 | X   |    |     |     |
| 70 2 | X   |    |     |     |

## 4. ROOF

## (A) Installation

1. When was the roof installed? \_\_\_\_\_
2. Do you have documentation (invoice, work order, warranty, etc.)? \_\_\_\_\_

## (B) Repair

1. Has the roof or any portion of it been replaced or repaired during your ownership?
2. If it has been replaced or repaired, was the existing roofing material removed?

## (C) Issues

1. Has the roof ever leaked during your ownership?
2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: Portion of roof replaced with metal roof in 2012

| 73   | Yes | No | Unk | N/A |
|------|-----|----|-----|-----|
| 74   |     |    |     |     |
| 75 1 |     |    | X   |     |
| 76 2 |     |    | X   |     |
| 77 3 |     |    | X   |     |
| 78 4 |     |    | X   |     |
| 79   |     |    |     |     |
| 80   |     |    |     |     |
| 81 1 |     |    | X   |     |
| 82 2 |     |    | X   |     |
| 83 3 |     |    | X   |     |

## 5. BASEMENTS AND CRAWL SPACES

## (A) Sump Pump

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

## (B) Water Infiltration

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

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

| 88   | Yes | No | Unk | N/A |
|------|-----|----|-----|-----|
| 89   |     |    |     |     |
| 90 1 |     | X  |     |     |
| 91 2 |     | X  |     |     |
| 92   |     |    |     |     |
| 93 1 |     | X  |     |     |
| 94 2 |     | X  |     |     |

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

## (A) Status

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

## (B) Treatment

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

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

| 98    | Yes | No | Unk | N/A |
|-------|-----|----|-----|-----|
| 99    |     |    |     |     |
| 100 A |     | X  |     |     |
| 101   |     |    |     |     |
| 102 B |     | X  |     |     |
| 103   |     |    |     |     |
| 104 C |     | X  |     |     |
| 105   |     |    |     |     |
| 106 1 |     |    | X   |     |
| 107   |     |    |     |     |
| 108 2 |     |    | X   |     |
| 109 3 |     |    |     |     |
| 110 E |     | X  |     |     |
| 111 F |     |    | X   |     |

## 7. STRUCTURAL ITEMS

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
- (B) Are you aware of any past or present problems with driveways; walkways, patios, or retaining walls on the property?
- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?
- (D) Stucco and Exterior Synthetic Finishing Systems
  1. Is your property constructed with stucco?
  2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
  3. If "yes," when was it installed? \_\_\_\_\_
- (E) Are you aware of any fire, storm, water or ice damage to the property?
- (F) Are you aware of any defects (including stains) in flooring or floor coverings?

Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

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PROPERTY

25 East Main Street, Annville, PA 17003

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
|     | X  |     |     |
| X   |    |     |     |

## 8. ADDITIONS/ALTERATIONS

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

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

*Note to Buyer: The PA Construction Code Act, 35 P.S. §7210.101 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 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.*

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

☐ A sheet describing other additions and alterations is attached.

## 9. WATER SUPPLY

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

- Public
- A well on the property
- Community water
- A holding tank
- A cistern
- A spring
- Other
- No water service (explain):

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

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

(C) Well

- Has your well ever run dry?
- Depth of Well
- Gallons per minute, measured on (date)
- Is there a well used for something other than the primary source of drinking water?
- If there is an unused well, is it capped?

(D) Pumping and Treatment

- If your drinking water source is not public, is the pumping system in working order? If "no," explain:
- Do you have a softener, filter, or other treatment system?
- Is the softener, filter, or other treatment system leased? From whom?

(E) General

- When was your water last tested? Test results:
- Is the water system shared? With whom?

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Buyer's Initials / Date

PROPERTY 25 East Main Street, Annville, PA 17003

|       | Yes | No | Unk | N/A |
|-------|-----|----|-----|-----|
| 169   |     |    |     |     |
| 170   |     |    |     |     |
| 171 1 |     | X  |     |     |
| 172 2 |     | X  |     |     |

(F) Issues

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

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

10. SEWAGE SYSTEM

(A) General

1. Is your property served by a sewage system (public, private or community)?
2. If no, is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? \_\_\_\_\_

(B) Type Is your property served by:

1. Public (if "yes," continue to E, F and G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: \_\_\_\_\_

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

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: \_\_\_\_\_

(D) Tanks and Service

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

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

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

(F) Sewage Pumps

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)? \_\_\_\_\_
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps? \_\_\_\_\_

(G) Issues

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

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

11. PLUMBING SYSTEM

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

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

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

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

|       | Yes | No | Unk | N/A |
|-------|-----|----|-----|-----|
| 220   |     |    |     |     |
| 221 1 |     |    | X   |     |
| 222 2 |     |    | X   |     |
| 223 3 |     |    | X   |     |
| 224 4 |     |    | X   |     |
| 225 5 |     |    | X   |     |
| 226 6 |     |    | X   |     |
| 227 7 |     |    | X   |     |
| 228   |     |    |     | X   |
| 229 B |     | X  |     |     |

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PROPERTY 25 East Main Street, Annville, PA 17003

|       | Yes | No | Unk | N/A |
|-------|-----|----|-----|-----|
| 233   |     |    |     |     |
| 234   |     |    |     |     |
| 235 1 |     | X  |     |     |
| 236 2 | X   |    |     |     |
| 237 3 |     | X  |     |     |
| 238 4 |     | X  |     |     |
| 239 5 |     | X  |     |     |
| 240 6 |     | X  |     |     |
| 241 7 |     | X  |     |     |
| 242 8 |     | X  |     |     |
| 243 B |     |    | X   |     |
| 244 C |     | X  |     |     |

## 12. DOMESTIC WATER HEATING

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

- Electric
- Natural gas
- Fuel oil
- Propane
- Solar
- Geothermal
- Other
- Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?

(B) How many water heaters are there? \_\_\_\_\_ When were they installed? \_\_\_\_\_

(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):

- Electric
- Natural gas
- Fuel oil
- Propane
- Geothermal
- Coal
- Wood
- Other

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

- Forced hot air
- Hot water
- Heat pump
- Electric baseboard
- Steam
- Radiant
- Wood stove(s) How many? \_\_\_\_\_
- Coal stove(s) How many? \_\_\_\_\_
- Other

(C) Status

- When was your heating system(s) installed? \_\_\_\_\_
- When was the heating system(s) last serviced? \_\_\_\_\_
- How many heating zones are in the property? \_\_\_\_\_
- Is there an additional and/or backup heating system? Explain: \_\_\_\_\_

(D) Fireplaces

- Are there any fireplace(s)? How many? 1
- Are all fireplace(s) working?
- Fireplace type(s) (wood, gas, electric, etc.): Wood
- Were the fireplace(s) installed by a professional contractor or manufacturer's representative?
- Are there any chimney(s) (from a fireplace, water heater or any other heating system)?
- How many chimney(s)? \_\_\_\_\_ When were they last cleaned? \_\_\_\_\_
- Are the chimney(s) working? If "no," explain: \_\_\_\_\_

(E) List any areas of the house that are not heated: \_\_\_\_\_

(F) Heating and Fuel Tanks

- Are you aware of any heating fuel tank(s) on the property?
- Location(s), including underground tank(s): 2000 gallon and 500 gallon tanks on the property for which environmental studies
- If you do not own the tank(s), explain: \_\_\_\_\_

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: I believe the tanks were closed prior to the Township purchasing the property in 2006.

## 14. AIR CONDITIONING SYSTEM

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

- Central air
- Wall units
- Window units
- Other
- None

been  
personal  
and the  
tanks  
have  
been  
closed

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PROPERTY 25 East Main Street, Annville, PA 17003

|       | Yes | No | Unk | N/A |
|-------|-----|----|-----|-----|
| 295   |     |    |     |     |
| 296 1 |     |    |     | X   |
| 297 2 |     |    |     | X   |
| 298 3 |     |    |     | X   |
| 299   |     |    |     |     |
| 300 C |     |    | X   |     |
| 301 P |     | X  |     |     |

(B) Status

1. When was the central air conditioning system installed? \_\_\_\_\_
2. When was the central air conditioning system last serviced? \_\_\_\_\_
3. How many air conditioning zones are in the property? \_\_\_\_\_

(C) List any areas of the house that are not air conditioned: \_\_\_\_\_

Are you aware of any problems with any item in section 14? If "yes," explain: \_\_\_\_\_

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses? \_\_\_\_\_
2. Does the electrical system have circuit breakers? \_\_\_\_\_

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

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

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

16. OTHER EQUIPMENT AND APPLIANCES

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

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

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
|     | X  |     |     |

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

17. LAND/SOILS

(A) Property

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

| Yes | No | Unk | N/A |
|-----|----|-----|-----|
|     | X  |     |     |
|     | X  |     |     |
|     | X  |     |     |

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PROPERTY

25 East Main Street, Annville, PA 17003

|     | Yes | No | Unk | N/A |
|-----|-----|----|-----|-----|
| 350 |     |    |     |     |
| 351 |     |    |     |     |
| 352 |     | X  |     |     |
| 353 |     |    |     |     |
| 354 |     |    |     |     |
| 355 |     |    |     |     |
| 356 |     |    |     |     |
| 357 |     |    |     |     |
| 358 |     |    |     |     |
| 359 |     |    |     |     |
| 360 |     |    |     |     |
| 361 |     |    |     |     |
| 362 |     | X  |     |     |
| 363 |     | X  |     |     |
| 364 |     | X  |     |     |
| 365 |     | X  |     |     |
| 366 |     |    |     |     |
| 367 |     |    |     |     |
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| 371 |     |    |     |     |
| 372 |     |    |     |     |
| 373 |     | X  |     |     |
| 374 |     | X  |     |     |
| 375 |     | X  |     |     |
| 376 |     | X  |     |     |
| 377 |     | X  |     |     |
| 378 |     |    |     |     |
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| 387 |     |    |     |     |
| 388 |     |    |     |     |
| 389 |     | X  |     |     |
| 390 |     | X  |     |     |
| 391 |     | X  |     |     |
| 392 |     |    |     |     |
| 393 |     |    |     |     |
| 394 |     |    |     |     |
| 395 |     |    |     |     |
| 396 |     | X  |     |     |
| 397 |     |    |     |     |
| 398 |     |    |     |     |
| 399 |     |    |     |     |
| 400 |     |    |     |     |
| 401 |     |    |     |     |
| 402 |     |    |     |     |
| 403 |     | X  |     |     |
| 404 |     |    |     |     |
| 405 |     |    |     |     |
| 406 |     | X  |     |     |
| 407 |     |    |     |     |
| 408 |     |    |     |     |
| 409 |     |    |     |     |

4. Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

*Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).*

(B) Preferential Assessment and Development Rights

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

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

*Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.*

(C) Property Rights

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

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

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

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

18. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

1. Is any part of this property located in a wetlands area?
2. Is any part of this property located in a FEMA flood zone?
3. Are you aware of any past or present drainage or flooding problems affecting the property?
4. Are you aware of any drainage or flooding mitigation on the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding: \_\_\_\_\_

(B) Boundaries

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

*Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*

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

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

410 Seller's Initials

NY

Date

7-22-15

SPD Page 7 of 9

Buyer's Initials

Date



PROPERTY 25 East Main Street, Annville, PA 17003

411

19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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|    | Yes | No | Unk | N/A |
|----|-----|----|-----|-----|
| 1  |     | X  |     |     |
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(A) Mold and Indoor Air Quality (other than radon)

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

*Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

(B) Radon

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

First Test

Second Test

Date

Type of Test

Results (picocuries/liter)

Name of Testing Service

- Are you aware of any radon removal system on the property?

If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed

Type of System

Provider

Working?

(C) Lead Paint

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

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

(D) Tanks

- Are you aware of any existing or removed underground tanks? Size: See answer to 13(F)2
- If "yes," have any tanks been removed during your ownership?

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

(F) Other

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

Explain any "yes" answers in section 19: Environmental studies performed in 2006 on the underground tanks

20. MISCELLANEOUS

(A) Deeds, Restrictions and Title

- Are you aware of any deed restrictions that apply to the property?
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
- Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?
- Are you aware of any insurance claims filed relating to the property?

(B) Financial

- Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
- Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?

474 Seller's Initials NTY / Date 7-22-15 SPD Page 8 of 9 Buyer's Initials \_\_\_\_\_ / Date \_\_\_\_\_

PROPERTY

25 East Main Street, Annville, PA 17003

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

## (C) Legal

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

## (D) Additional Material Defects

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

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

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

Explain any "yes" answers in section 20:

The property is located in the Historic District, which means that alterations to the exterior of the property must be reviewed by the Historic Architectural Review Board and approved by the Township Board of Commissioners

## 21. ATTACHMENTS

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

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

☐
☐
☐

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER Nikola T. Yung, Annville Township Administrator DATE 07-22-15  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

## INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

## EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE \_\_\_\_\_

## RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

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

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

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

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

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

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

Seller's Initials MP / \_\_\_\_\_ Date 7-22-15 SPD Notices Page 1 of 1 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

# RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

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

LPD

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

|    |   |   |        |  |
|----|---|---|--------|--|
| 1  | PROPERTY  | <u>25 East Main Street, Annville, PA 17003</u>  |        |  |
| 2  | SELLER  | <u>Annville Township</u>  |        |  |
| 3  | <b>LEAD WARNING STATEMENT</b>   |   |        |  |
| 4  | Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that       |   |        |  |
| 5  | such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poi-              |   |        |  |
| 6  | soning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced                |   |        |  |
| 7  | intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.             |   |        |  |
| 8  | The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint           |   |        |  |
| 9  | hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint haz-             |   |        |  |
| 10 | ards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.                               |   |        |  |
| 11 | <b>SELLER'S DISCLOSURE</b>  |   |        |  |
| 12 | <u>NY</u> /   | Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.             |        |  |
| 13 |   | Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide       |        |  |
| 14 |   | the basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and |        |  |
| 15 |   | other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)   |        |  |
| 16 | <b>SELLER'S RECORDS/REPORTS</b>   |   |        |  |
| 17 | <u>NY</u> /   | Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property          |        |  |
| 18 |   | Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in    |        |  |
| 19 |   | or about the Property. (List documents):  |        |  |
| 20 |   |   |        |  |
| 21 | Seller certifies that to the best of Seller's knowledge the above statements are true and accurate.   |   |        |  |
| 22 | WITNESS   | <u>Carol L. Stewart</u>   | SELLER | <u>Michele T. Goff</u> DATE <u>7-22-15</u> |
| 23 | WITNESS   |   | SELLER | DATE                                       |
| 24 | WITNESS   |   | SELLER | DATE                                       |
| 25 | <b>AGENT ACKNOWLEDGEMENT AND CERTIFICATION</b>  |   |        |  |
| 26 | Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint                     |   |        |  |
| 27 | Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.                                      |   |        |  |
| 28 | The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief. |   |        |  |
| 29 | Seller Agent and Buyer Agent must both sign this form.  |   |        |  |
| 30 | BROKER FOR SELLER (Company Name)  |   |        |  |
| 31 | LICENSEE  |   |        | DATE                                       |
| 32 | BROKER FOR BUYER (Company Name)   |   |        |  |
| 33 | LICENSEE  |   |        | DATE                                       |
| 34 | BUYER   |   |        |  |
| 35 | DATE OF AGREEMENT   |   |        |  |
| 36 | <b>BUYER'S ACKNOWLEDGMENT</b>   |   |        |  |
| 37 |   | Buyer has received the pamphlet <i>Protect Your Family from Lead in Your Home</i> and has read the Lead Warning Statement.        |        |  |
| 38 |   | Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records     |        |  |
| 39 |   | and reports regarding lead-based paint and/or lead-based paint hazards identified above.  |        |  |
| 40 | Buyer certifies that to the best of Buyer's knowledge the above statements are true and accurate.   |   |        |  |
| 41 | WITNESS   |   | BUYER  | DATE                                       |
| 42 | WITNESS   |   | BUYER  | DATE                                       |
| 43 | WITNESS   |   | BUYER  | DATE                                       |



Pennsylvania Association of REALTORS®

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