

**WEST HANOVER TOWNSHIP, DAUPHIN COUNTY,
PUBLIC NOTICE FOR SALE OF TOWNSHIP PROPERTY**

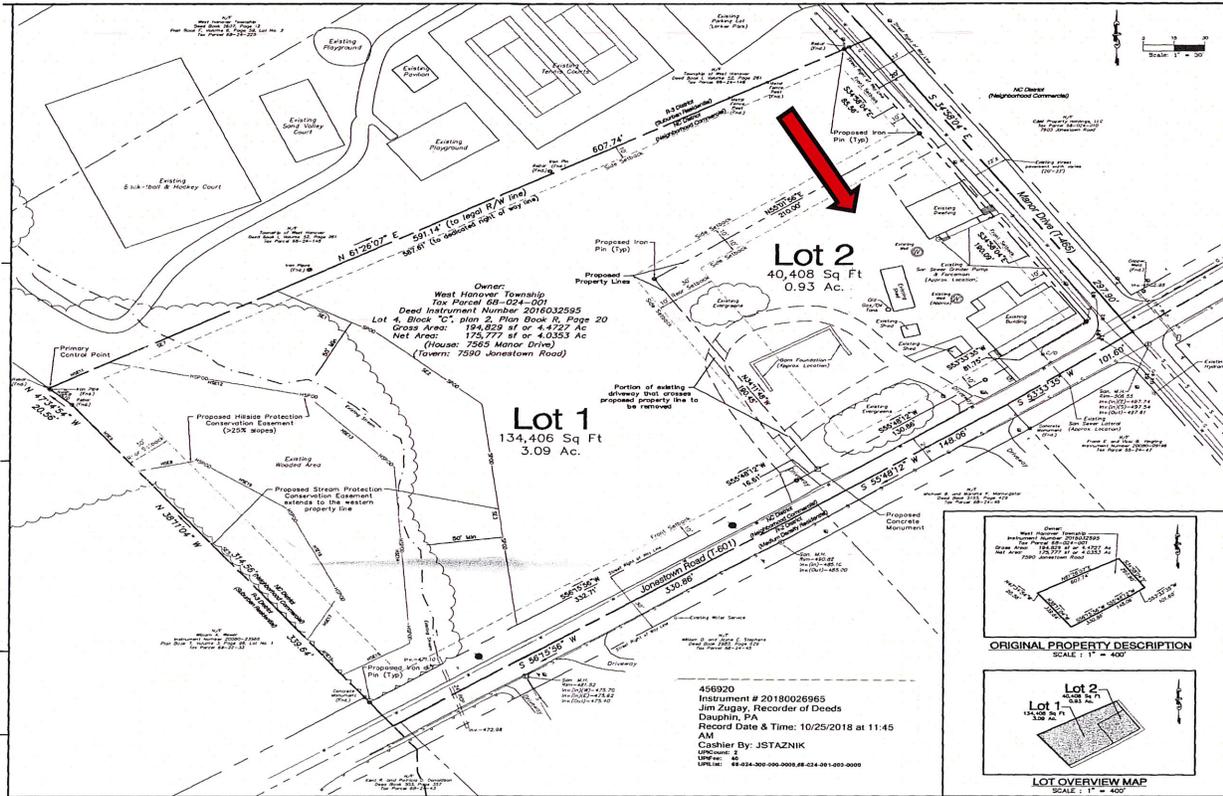
West Hanover Township is seeking sealed bids for the sale of Township owned real estate tax parcel # 68-024-001. Pre-bid April 22, 2019 (9am-3pm), with Sealed bid due April 24, 2019 (12 noon Township Office). Interested bidders should go to West Hanover Township Website "Legal Notices" section for RFP details and contracts or stop into Township office 7171 Allentown Boulevard Harrisburg Pa 17112.

Paxton Herald run April 10

Patriot news run April 14

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7171 Allentown Blvd. Harrisburg, PA 17112
www.westhanover.com

West Hanover Township
Invitation for Bids
7590 Jonestown Road / 7565 Manor Drive
Harrisburg Pa 17112
(aka) lot # 2
Township property for sale



April 1, 2019

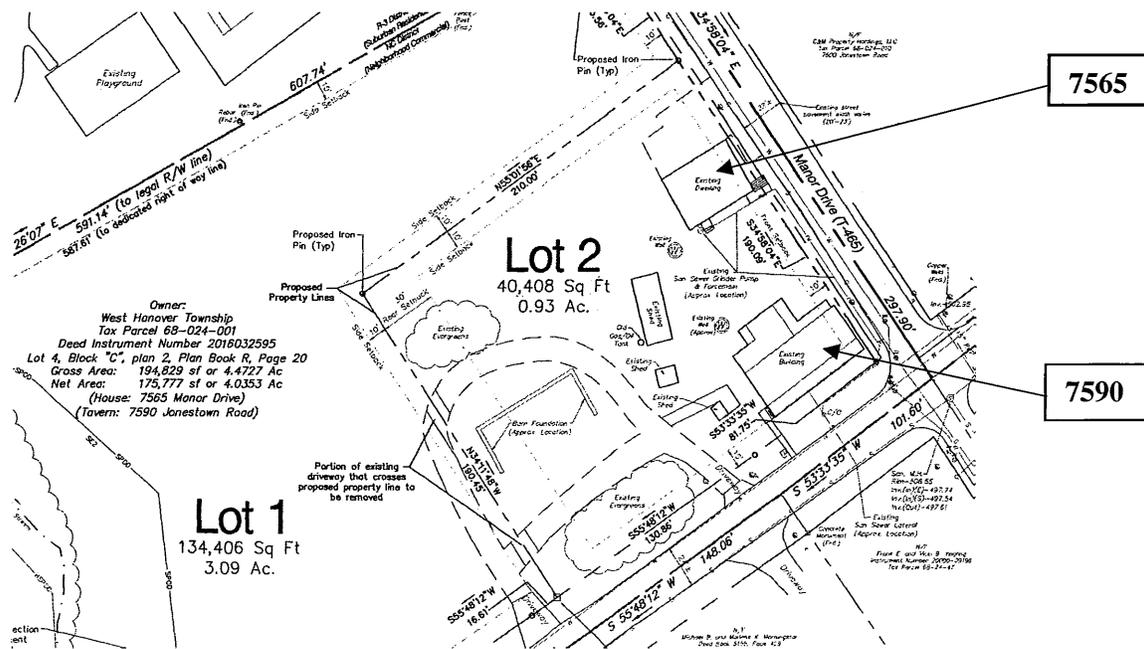
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1. PURPOSE AND INTENT

Township of West Hanover ("Township") is seeking sealed bids for the sale of Township owned real estate. Upon settlement of the sale, the Township intends that the proceeds of this sale will go toward improvement projects slated for Lenker Park extension under the direction of West Hanover Township Parks and Recreation Department.

2. PROPERTY DESCRIPTION

Property is a corner lot with access to either Manor Road or Jonestown Road. Subject property has two dwelling units that date back to the late 1700s and three accessory structures, and the remnants of a foundation from a barn that had fallen down years ago on the same lot. The subject lot size (lot 2) is 40,408 square feet in area or .93 acres of land. 7590 Jonestown Road (aka as Bucks Tavern) is an existing unfinished basement plus two story residential structure originally built around 1755, and 7565 Manor Drive (rental home) is an existing unfinished basement ranch home located within the municipal boundaries of West Hanover Township, Dauphin County, Pennsylvania. See "Exhibit A" enclosed.



Site Plan – Not to Scale

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7590 Jonestown Road – Front Elevation – Jonestown Road



7590 Jonestown Road - Right Side Elevation – Manor Drive



7590 Jonestown Road - Left Side Elevation



7590 Jonestown Road - Rear Elevation

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7565 Manor Drive – Front & Left Side Elevation – Manor Drive



7565 Manor Drive - Rear elevation



7565 Manor Drive - Right Side & Front Elevation

3. ZONING

The current Zoning land use district is Neighborhood Commercial (Chapter 195-45).

The Neighborhood Commercial (NC) District provides the ability to maintain the existing physical character of the village centers or hamlets of the Township and the ability to create mixed-use centers for commercial and public activities with compact residential development. The Neighborhood Commercial (NC) District provides an area developed with a compatible mixture of residential units for various income levels and nonresidential commercial and workplace uses, including some structures that provide for a mix of uses within the same building. The district is located within the designated growth area as identified by the Township's Comprehensive Plan and areas planned for public sewage as identified by the Township's Sewage Plan. The characteristics of this district include residences, shops, offices, workplaces, public buildings and parks interwoven within the neighborhood so that all are within relatively close proximity to each other. The development is relatively compact, limited in size and oriented toward pedestrian-friendly activity. There should be an identifiable center and discernable edges to the neighborhood. The regulations of this district are designed to promote and maintain a mixed-use village with appropriate densities and standards for pedestrian activity.

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(Chapter 195-46) - Principle permitted uses, building and structures

A. Residential permitted uses.

- (1) Community residential homes.
- (2) Congregate care residences.
- (3) Duplexes.
- (4) Garden apartments and apartments.
- (5) Patio homes.
- (6) Single-family detached dwellings.
- (7) Single-family attached dwellings.
- (8) Single-family semidetached dwellings.
- (9) Townhouses.
- (10) Two-family dwellings.
- (11) Multifamily dwellings.
- (12) Quadruplex dwellings.
- (13) Triplex dwellings.
- (14) Conversion apartments with commercial.

B. Nonresidential permitted uses.

- (1) Administrative offices.
- (2) Animal kennels, veterinary services and animal services in accordance with § 195-103N.
- (3) Art galleries.
- (4) Amusement arcades.
- (5) Bars in accordance with § 195-103R.
- (6) Bed-and-breakfast homes: a privately owned detached dwelling having a maximum of eight rooms, all without cooking facilities, rented to guests on a daily basis with the service of providing breakfast to the guests by the proprietor facility.
[Amended 12-19-2016 by Ord. No. 2016-09]
- (7) Business services.
- (8) Child/adult care centers in accordance with § 195-103B.
- (9) Community activity buildings.
- (10) Convenience stores.
- (11) Churches or place of worship.
- (12) Elementary and secondary schools and institutions of higher education.
- (13) Financial institutions.
- (14) Forestry activities in accordance with § 195-103Q.
- (15) Funeral homes (without crematorium).
- (16) Health clubs.
- (17) Laundromats.
- (18) Membership organizations.
- (19) Medical and dental clinics.
- (20) Museums.
- (21) Personal services.
- (22) Pharmacies.
- (23) Professional offices.
- (24) Public libraries.

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7171 Allentown Blvd. Harrisburg, PA 17112
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- (25) Public open space.
- (26) Public recreation areas.
- (27) Public utilities and facilities in accordance with § 195-103J.
- (28) Rental services.
- (29) Restaurants.
- (30) Restaurants, fast-food.
- (31) Retail sales.
- (32) Studios.
- (33) Studios, dance and music.
- (34) Theaters.

Any oversight or omission not noted herein is not a waiver of any of the requirements of applicable Zoning and or Subdivision & Land Development Ordinances of West Hanover Township and does not relieve the public, or private redevelopers or any person(s) interested in purchasing Township real estate from complying with Ordinances. For more information on land uses and planning please contact Zoning and Planning Administrator Ms. Janet Hardman M-F 8am-4pm, 717-540-6075.

4. UTILITIES

Public Sewer, On lot Well Water, Electric Heat (7590), oil heat (7565)

5. BID REQUIREMENTS

- a. An original bid shall be submitted in a sealed envelope and must be marked as "Township Property for Sale". This shall be received by West Hanover Township before 12 noon on **April, 24th, 2019**, 7171 Allentown Blvd.-Harrisburg PA 17112. Bids will be publicly opened at 12:00 noon by Township Manager who will assemble bid results and present to Board of Supervisors during next public meeting of **May, 6th, 2019** for Board selection and award respectfully.
- b. Bids may be withdrawn prior to opening.
- c. All questions must be in writing. Please submit any questions to Township Manager, Daniel Rosario, email: manager@westhanover.com. Questions must be submitted at least three (3) days prior to bid opening. The Township reserves the right to issue an addendum from time-to-time prior to the submission deadline. Only questions answered by addenda will be binding. Oral statements, interpretation, or clarifications will not be binding or legally effective.
- d. West Hanover Township is tax exempt and will provide bid awardee a W-9 for record upon final settlement.
- e. West Hanover Township reserves the right to accept or reject any or all bids, with or without cause, and waive any irregularities or informalities in the proposals, waive technicalities, and or accept any bid deemed to be in the best interests of West Hanover Township.

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- f. Faxed or emailed proposals will NOT be accepted.
- g. Township will not accept bids of less than \$135,000.00 for this subject property "Lot #2".
- h. Bidder shall provide detailed description of your intended use of each building. Land use shall comply with Township Ordinances noted in Section 3 - Zoning.
- i. Bidder shall provide contact name, address, telephone number, fax number, and email address(s) of the responsible party who prepared the bid. See "**Exhibit B**" proposal form enclosed.
- j. Township is not responsible for any financial assistance or paying closing costs, inspection fees, or professional fees, etc. Sale of Lot #2 and all structures onsite is final "as is" condition. See "**Exhibit C**" Township Structural report dated July 26, 2017 for 7950 Jonestown Road. This report shall serve as Township disclaimer to buyer. 7950 requires major structural repairs under permits from Township before any occupancy can be considered (occupancy includes storage of any material).
- k. Township makes no representations or warranties with respect to this property. Bidder acknowledges that it has not relied upon any representations with respect to the property.
- l. Information regarding this property is believed to be reliable, however interested parties should rely on their own experts for counsel.
- m. Pre-bid onsite meeting will be held on **April 22nd, 2019** from **9am to 3 pm**. Pull into driveway for 7590 Jonestown Road.
- n. Township and Bidder shall duly execute the "Agreement for Purchase of Real Estate" and the "Remedial Action Agreement" as a condition of the award of this bid. The Agreement for Purchase of Real Estate and the Remedial Action Agreement documents are attached hereto as "**Exhibit D**" and "**Exhibit E**" respectively. Said documents shall be executed by the winning bidder and returned to the Township within seven (7) days of the bidder's receipt of notice that its bid has been accepted.
- o. Bidder shall pay to the Township a Deposit in the amount of 10% of the purchase price. The Deposit shall be held by the Township and shall be credited against the purchase price at Closing. If awarded the bid, Bidder shall return the signed Agreement for Purchase of Real Estate along with the Deposit to the Township.
- p. Closing shall occur within sixty (60) days of the effective date of the Agreement for Purchase of Real Estate.
- q. Bidder agrees to indemnify and hold harmless the Township from and against any cost, damage, liability, or other claim (including reasonable attorneys' fees) incurred with respect to any personal injury or property damage resulting from Bidder's entry upon the subject property for the purposes of conducting investigation and inspection activities thereon prior to Closing on the sale and purchase of the subject property by Bidder and/or prior to the parties execution of the Agreement for Purchase of Real Estate, except to the extent such injuries or damages are caused by the Township's intentional or negligent conduct.

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6. SELECTION PROCESS

The bids will be evaluated by the Township Manager and Board of Supervisors based upon information supplied.

7. INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid-Rigging Act, 73 P.S. SS 1611 et seq., governmental agencies may require Non-Collusive Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure each statement is true and accurate.
4. Failure to file an Affidavit in compliance with these instructions will result in disqualification of your quote.

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
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Non-Collusion Affidavit

State of _____: County of _____:

I state that I am (Title) _____ of (Name of Firm)

_____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for price(s) and the amount of this bid.

I state that:

- a. Price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, potential bidder, and or Township Staff.
- b. Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- d. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- e. (Name or Firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that: (Name or Firm) _____ understands and acknowledges that the above representatives are material and important, and will be relied on by The Township in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Township of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY _____ OF _____, 2019

Notary Public

Name or Firm

My commission expires: _____

Title: _____

RETURN THIS DOCUMENT

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7171 Allentown Blvd. Harrisburg, PA 17112
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Bidders Affidavit

I, _____, being duly sworn, state that I am the _____ of
(Name of person) (Title)

_____ and that
(Name of company)

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and the each, every and all declaration and statements contained in the bid and any and all affidavits, And documents submitted as required by the bidding documents are true to the best of my knowledge and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY _____ OF _____, 20 __

Notary Public

Name or Firm

My commission expires: _____

Title: _____

RETURN THIS DOCUMENT

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7171 Allentown Blvd. Harrisburg, PA 17112
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Exhibit B - Proposal form

Proposal contact information:

Name of Bidder: _____

Mailing Address: _____

Email: _____

Telephone: _____ Fax: _____

Bid amount \$ _____

Bidder comments: _____

Signature Printed Name

Corporate Seal

Title Attest to Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY _____ OF _____, 2019

Notary Public Name or Firm

My commission expires: _____ Title: _____

RETURN THIS DOCUMENT

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Exhibit D - AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS AGREEMENT is entered into on this ____ day of _____, 2019, by and between the TOWNSHIP OF WEST HANOVER, a municipal corporation, having a principal address located at 7171 Allentown Boulevard, Harrisburg, Dauphin County, Pennsylvania (“Township”), and _____, having a principal address located at _____ (“Buyer”).

In consideration of the promises and mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Purchase and Sale:

Subject to the terms and conditions contained in this Agreement, Township hereby agrees to sell to and convey to Buyer and Buyer agrees to purchase all of Township’s interest in and to certain real estate, located at the corner lot at 7590 Jonestown Road and 7565 Manor Drive, Township of West Hanover, Dauphin County, Pennsylvania, improved with two (2) dwelling units and three (3) accessory structures, and the remnants of a foundation from a barn, approximately .93 acres in size and as more fully described in the legal description attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter the “Property”).

2. Price and Terms:

Purchase Price: Buyer was the highest successful bidder after due notice by advertisement for bids published by the Township on _____, 2019. The purchase price as established by Buyer’s successful bid on _____, 2019 for the Property is _____ Dollars (\$) to be paid by Buyer by certified check or other immediately available funds at Closing.

3. Closing:

Closing on this Agreement shall occur within sixty (60) days of the date of this Agreement, in accordance with the Second Class Township Code, Section 66503, 53 P.S. § 66503, therefore, on or before _____, 2019 at a mutually agreeable date and time (such date shall be hereinafter referred to as “Closing” or “Closing Date”), unless a written extension is mutually agreed to by the parties. If closing does not occur within sixty (60) days, the Deposit set forth in Paragraph 4 below shall be retained by the Township as liquidated damages and this Agreement shall terminate. Closing shall be held in the office of the Township Solicitor or such other location as may be mutually agreeable to both parties.

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
www.westhanover.com

4. Deposit:

Deposit: A deposit representing ten percent (10%) of the purchase price (the “Deposit”) has been paid by check or electronic transfer of funds by Buyer, in the amount of _____, on _____, 2019. The Deposit is being held by the Township and shall be credited against the purchase price at Closing. Furthermore, if the Buyer elects not to Close on the Property for any reason, the amount of \$2,500 will be retained by the Township, to mitigate the Township’s legal, engineering, and advertising expenses.

5. Date/Time is of the Essence:

(A) The said date for Closing and all other dates and times referred to for the performance of any of the obligations of this Agreement are agreed to be of the essence of this Agreement and are binding.

(B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period.

6. Title:

(A) The Property is to be conveyed on the Closing Date by Special Warranty Deed conveying to Buyer good and marketable fee simple title, subject to building restrictions, zoning regulations, easements, right-of-way, reservations, and other restrictions of record or visible on the Property.

(B) If the Township is unable to provide good and marketable title, subject to the aforesaid, the Buyer shall have the option of taking such title as the Township can give without abatement of price, or of declaring the Township in default under Section 16 of this Agreement.

7. Waiver of Contingencies:

This Agreement is not contingent upon any conditions and Buyer acknowledges and confirms that Buyer is taking the property “AS IS”.

8. Closing Costs:

All state and local real estate, documentary, realty, including any delinquent real estate taxes, transfer, and recording taxes and expenses with respect to the Property shall be borne by the Buyer. Buyer shall pay any inspection costs and title insurance premiums.

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
www.westhanover.com

9. Possession and Tender:

Possession shall be delivered by deed and physical possession of the Property at the time of Closing, free and clear of all leases, options, tenancies, and rights to occupy by others.

10. Status of Sewer and Water:

Township represents that the Property is serviced by Public Sewer and On-Lot Well Water.

11. Condition of Property and Remedial Action Agreement Contingency:

Buyer acknowledges that it is purchasing the Property in an “AS IS” condition. The Township makes no representations or warranties with respect to the Property. Buyer acknowledges that it has not relied upon any representations with respect to the property.

Buyer acknowledges that the Property contains numerous violations of the West Hanover Township Property Maintenance and Building Code. As a condition of sale, Buyer shall be required to execute the attached Remedial Action Agreement, marked as Exhibit “E” and incorporated by reference herein, at the time of settlement.

12. Representation of the Township of Authority to Sell:

The Township makes the following representations to the Buyer:

(A) Organization and Authority of the Township:

The Township is a duly organized, validly existing municipality under the laws of the Commonwealth of Pennsylvania. The Township has the power and authority to execute, deliver, and perform this Agreement and all other instruments and documents required to be delivered by it to Buyer at Closing.

(B) Absence of Conflicting Agreements:

Neither the execution or delivery of this Agreement, nor the performance by the Township of the transaction contemplated hereby and thereby, materially conflicts with, or constitutes a material breach of any contract, agreement or instrument to which the Township is a party.

(C) Title to Property:

Township has good and marketable title to all of the Property, subject to no mortgage, pledge, lien, restriction, claim, security, interest, or other encumbrance, except restrictions, reservations, conditions, covenants, and easements of record and any delinquent Dauphin County real estate taxes referenced in Paragraph 8 above, and has the full power, right, and authority to transfer, assign and convey clean title to Buyer except as noted above.

(D) Ownership of Property:

The Property is owned of record and beneficially by the Township.

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
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13. Representations and Warranties of Buyer:

Buyer makes the following representations and warranties to the Township:

(A) Power and Authority to Purchase:

Buyer has the power and authority to execute, deliver, and perform this Agreement and, as of Closing date, Buyer will have the power and authority to execute and deliver the instruments and agreements required to be delivered by it to the Township at the Closing (collectively, the “Transaction Documents”).

(B) Binding Agreement:

This Agreement has been duly executed and delivered by Buyer. This Agreement is, and each of the Transaction Documents will be (when executed and delivered by Buyer), the legal, valid, and binding obligation of the Buyer, enforceable against it in accordance with their respective terms, except as their enforcement may be limited by bankruptcy, insolvency, moratorium, reorganization, or other similar laws relating to or affecting the enforcement creditors’ rights generally, and except that the availability of specific performance, injunctive relief or other equitable remedies is subject to the discretion of the court before which any such proceeding may be brought.

(C) Absence of Conflicting Agreements:

Neither the execution or delivery or performance of this Agreement or any of the Transaction Documents by Buyer nor the performance by Buyer of the transactions contemplated hereby and thereby, materially conflicts with, or constitutes a material breach of, or a material default, under applicable law, rule, judgment, order, writ, injunction, or decree of any court, in effect of this date of this Agreement or any applicable rule or regulation of any administrative agency or other governmental authority in effect, as of the date of this Agreement; or any agreement, indenture, contract, or instrument to which Buyer is a party or bound.

14. Broker:

Both Parties, the Township and the Buyer, state and represent that they have not been represented by, nor have they employed, a realtor, broker, finder, or agent relative to this transaction, that no fees or commissions are due and that each release and hold harmless the other as to any claims related to such fees or commissions.

15. Maintenance and Risk of Loss:

Township will maintain the Property, ground, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear expected.

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
www.westhanover.com

Risk of loss of the Property shall remain on the Township until Closing. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to Closing, Buyer will have the option of: (a) rescinding this Agreement, in which case all Deposit monies paid on account of purchase price will be returned promptly to the Buyer or (b) of accepting the Property in its then condition together with the proceeds of any recovery obtainable by Township. Buyer must, in order to exercise option (a), give written notice to the Township prior to the delivery of the deed. If the Buyer fails to give said written notice, Buyer shall be conclusively deemed to have chosen option (b).

16. Default:

If the Township fails to perform any of the material terms or conditions of this Agreement, Buyer shall have the right to void this Agreement and have the all the Deposit monies paid on account of purchase price promptly returned.

If the Buyer violates or fails to fulfill and perform any terms and conditions of this Agreement, the Township shall be entitled to retain the Deposit as liquidated damages for such default, as Township's sole remedy in lieu of any other rights and remedies against Buyer for failure to consummate Closing, thereupon neither party shall have any further claim or obligation to the other hereunder.

17. Miscellaneous:

(A) Successor and Assigns:

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, legal representatives, and proper assigns of the respective parties.

(B) Governing Law:

This Agreement shall be construed and governed by the law of the Commonwealth of Pennsylvania. This Agreement is entered into in Dauphin County, Pennsylvania.

(C) Buyer and Township Joint Acknowledgement:

Buyer and Township acknowledge and agree that this Agreement is the product of their joint efforts and negotiations. Notwithstanding any legal canon of construction to the contrary, this Agreement shall not be construed more of less favorably for or against either party hereto because of one party's having drafted some or all of the terms or provisions of this Agreement.

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
www.westhanover.com

(D) Survivor Clause:

The parties hereby agree that the terms and conditions as set forth in this Agreement and its subsequent amendments, if any, shall survive Closing and not merge with the deed.

(E) Provisions Severable:

The provisions of this Agreement are independent and separate from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

18. Representations:

Buyer understands that this agreement and any exhibits attached hereto contains the whole agreement between Township and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this agreement will not be altered, amended, changed, or modified except in writing executed by the parties.

It is understood that Buyer has inspected the Property before signing this Agreement, or has waived the right to do so, and has agreed to purchase the Property in its present condition unless otherwise stated in this Agreement.

19. Release:

Buyer hereby releases, quit claims, and forever discharges Township, its Licensees, Employees, and any Official or Officer of the Township and any other Person, Firm, or Corporation who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now know or not. This release will survive Closing.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement for sale of real estate as of the day and year first above written.

Attest:

The Township of West Hanover

Chairman of the Board of Supervisors

Attest:

Buyer

Buyer

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
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Exhibit E - REMEDIAL ACTION AGREEMENT

THIS REMEDIAL ACTION AGREEMENT (hereinafter the "Agreement") is hereby entered into this ____ day of _____ 2019, by and between the **TOWNSHIP OF WEST HANOVER**, a municipal corporation existing by virtue of the laws of the Commonwealth of Pennsylvania, with its principal office at 7171 Allentown Boulevard, Harrisburg, Dauphin County, Pennsylvania 17112, (hereinafter referred to as "**TOWNSHIP**") and _____, with a principal address located at _____, (hereinafter referred to as "**BUYER**").

WITNESSETH:

WHEREAS, BUYER is purchasing from TOWNSHIP certain real estate located at 7590 Jonestown Road and 7565 Manor Drive, in the Township of West Hanover and identified as Dauphin County Instrument No. 20180026965, (hereinafter "Property"); and

WHEREAS, BUYER was the successful bidder of the Property, formerly owned by the TOWNSHIP and duly advertised proposal for bidding was published by the TOWNSHIP on _____, 2019;

WHEREAS, BUYER was notified by TOWNSHIP that the Property contains violations of the West Hanover Township Property Maintenance Code and Building Code (hereinafter referred to jointly or separately as "Code(s)") and any successful bidder will be required to enter into the herein Remedial Action Agreement as a condition to sale of the Property;

NOW THEREFORE, in consideration of the mutual covenants, obligations, undertakings and agreements contained herein, and intending to be legally bound, the Parties do mutually agree as follows:

1. RECITALS

The recitals as stated above shall be deemed to be an integral part of this Agreement as though the same were fully set forth below and incorporated herein by reference.

2. REMEDIAL ACTION

An inspection of the Property was held on **July 26, 2017** by Township Engineer HRG for the purpose of providing West Hanover Township a structural assessment of Bucks Tavern property due to deficiencies noted by Building Code Official for the record (aka Exhibit C). BUYER agrees to correct the following violations within ninety (90) days of the date of settlement on the Property. TOWNSHIP shall

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
www.westhanover.com

re-inspect the Property at the expiration of 90 days, or sooner upon request of BUYER, at the expense of BUYER. BUYER may, and is encouraged to, seek any needed clarification of the list below from TOWNSHIP. Alternatively, in addition, BUYER has the option to demolish the dilapidated building in lieu of remediating the dilapidated building.

A. BUILDING CODE VIOLATIONS

None on record other than HRG report known as exhibit C

B. PROPERTY MAINTENANCE CODE VIOLATIONS

None on record other than HRG report known as exhibit C

3. MATERIALS/WORKMANSHIP

In the event the materials and/or workmanship are found by TOWNSHIP and/or an authorized agent of TOWNSHIP, in their sole and absolute discretion, not to be in compliance with Code, and applicable Ordinances, statutes and regulations, the TOWNSHIP, upon written notice to BUYER, may revoke its approval to proceed with any further remedial action until all deficiencies are remedied to the approval of the TOWNSHIP in its sole and absolute discretion. BUYER hereby agrees to immediately cease construction operations and replace and/or correct the noncompliant materials and/or workmanship within fifteen (15) days of the date of the written notice.

BUYER agrees that the Remedial Action shall not be deemed to be complete until BUYER has applied for and obtained an occupancy permit for the Property. BUYER agrees that he or she shall be subject to the provisions of the Pennsylvania Uniform Construction Code that require an occupancy permit.

4. DEFAULT

- a. In the event BUYER fails to complete any and all remedial actions or fails in the performance of any of the provisions contained in this Agreement, as determined by the TOWNSHIP in its sole and absolute discretion, the TOWNSHIP shall provide to BUYER written notice of such default. In the event BUYER does not remedy such default within five (5) business days of such written notice, (business day is defined as Monday-Friday) the TOWNSHIP shall have the right to assess a civil penalty in the amount of \$250 per day, with each day that a violation continues being a separate violation.

5. RELEASE AND INDEMNIFICATION

- a. BUYER shall release, indemnify, and save harmless the TOWNSHIP and its officers, agents, employees, contractors, elected officials, attorneys, engineers, agents, successors, and/or assigns from any and all claims, liabilities, suits, judgments, verdicts, actions and/or proceedings at law and/or in equity of any kind whatsoever arising out of, connected with or caused by any operation or matter in, of, or related to directly or indirectly enforcement of this Agreement, the enforcement of the Codes and any other action the TOWNSHIP may take involving the Property including but not limited to, injury to the Property and/or person(s), costs (including attorney fees) related to enforcement of this Agreement or the remedial actions to the Property performed by the TOWNSHIP or its agents, and injury, sickness, and death of each and every person whatsoever, including, without limitation, of the public, and officers, agents, and employees of the TOWNSHIP, and the TOWNSHIP'S contractors or subcontractors. This provision shall survive the termination of this Agreement.

- b. In the event the TOWNSHIP proceeds with an action to enforce this Agreement or remedy any violations of the Codes, BUYER shall be liable to the TOWNSHIP for any and all costs, including attorney fees, incurred by the TOWNSHIP in the enforcement of this Agreement.

6. JUDGMENT

In addition to any remedies available to the TOWNSHIP under the laws of the Commonwealth of Pennsylvania, court of law and/or in equity, the TOWNSHIP and BUYER agree that the TOWNSHIP shall have the following remedies in the event of default of the requirements and obligations of BUYER under this Agreement:

- a. In the event that BUYER fails to remit to TOWNSHIP, within fifteen (15) days of invoice, any cost or fee due to TOWNSHIP under this Agreement including any assessed civil penalties, BUYER agrees that the TOWNSHIP may enter a municipal lien for such fees or cost against any property of BUYER, and BUYER expressly consents to the validity of such lien(s).

- b. **SHOULD BUYER DEFAULT ON ANY OF ITS RESPONSIBILITIES AND OBLIGATIONS SET FORTH IN ANY PART OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPLETION OF THE REMEDIAL ACTION OR FAILURE TO**

West Hanover Township
7171 Allentown Blvd. Harrisburg, PA 17112
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COMPLY WITH THE TOWNSHIP'S BUILDING PERMIT AND/OR LAND USE PERMIT, OR THE CODE, OR FAILURE OF BUYER TO REMIT ANY COST OR FEE DUE TO THE TOWNSHIP UNDER THIS AGREEMENT, BUYER EMPOWERS THE PROTHONOTARY OR CLERK OF COURT, OR ANY ATTORNEY OF ANY COURT OF RECORD OF THE COMMONWEALTH OF PENNSYLVANIA FOR, OR ELSEWHERE, TO APPEAR FOR AND CONFESS JUDGMENT OR JUDGMENTS AGAINST BUYER AND IN FAVOR OF THE TOWNSHIP, ITS SUCCESSORS OR ASSIGNS, AS OF ANY TERM, PAST, PRESENT OR FUTURE, AFTER DECLARATION, FOR SUCH SUMS AS ARE DUE AND/OR MAY BECOME DUE UNDER THIS AGREEMENT, TOGETHER WITH COST OF SUIT, WITHOUT STAY OF EXECUTION AND WITH AN AMOUNT FOR LIEN PRIORITY PURPOSES, EQUAL TO FIFTEEN PERCENT (15%) OF THE AMOUNT OF SUCH JUDGMENT, BUT NOT LESS THAN FIVE THOUSAND DOLLARS (\$5,000), ADDED FOR ATTORNEYS' COLLECTION FEES, CHARGEABLE AGAINST BUYER AND AGAINST THE PROPERTY AS DESCRIBED HEREIN OR ANY OTHER PROPERTY OWNED BY BUYER INDIVIDUALLY, WITH RELEASE OF ALL ERRORS, AND ON WHICH JUDGMENT OR JUDGMENTS, THE TOWNSHIP MAY, ON FAILURE OF BUYER TO COMPLY WITH ANY OF THE COVENANTS, TERMS, PROVISIONS AND CONDITIONS OF THIS AGREEMENT, ISSUE CAUSED TO BE ISSUED, AN EXECUTION OR EXECUTIONS, WAIVING INQUISITION AND CONDEMNATION AS TO ANY PROPERTY LEVIED UPON BY VIRTUE OF ANY SUCH EXECUTION, WAIVING ALL EXEMPTION FROM LEVY, AND SALE OF ANY PROPERTY WHICH NOW IS OR THEREAFTER MAY BE EXEMPT UNDER ANY ACT OF ASSEMBLY. THE AFFORDED CONFESSED JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE, BUT JUDGMENT MAY BE CONFESSED FROM TIME TO TIME EITHER DURING THE TERM HEREOF OR DURING ANY RENEWAL OR EXTENSION HEREOF, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE INVALID, VOIDABLE OR VOID, BUT THIS POWER SHALL CONTINUE UNDIMINISHED. JUDGMENT HEREIN MAY BE ENTERED WITH OR WITHOUT DECLARATION FILING. THE TOWNSHIP MAY CONFESS JUDGMENT(S) IN THE SAME OR DIFFERENT JURISDICTIONS FOR ALL OR ANY PART OF THE AMOUNT OWING HEREUNDER, WITHOUT REGARD TO WHETHER JUDGMENT HAS THERETOFORE BEEN CONFESSED ON MORE THAN ONE OCCASION FOR THE SAME AMOUNT UNTIL ALL SUMS DUE UNDER THIS AGREEMENT SHALL BE PAID IN FULL AND BUYER

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HAS PERFORMED ALL OF THE OTHER PROVISIONS UNDER THIS AGREEMENT. IN THE EVENT ANY JUDGMENT CONFESSED AGAINST BUYER HEREUNDER IS STRICKEN OR OPENED UPON APPLICATION BY OR ON BUYER'S BEHALF FOR ANY REASON, TOWNSHIP IS HEREBY AUTHORIZED AND EMPOWERED TO AGAIN APPEAR FOR AND CONFESS JUDGMENT AGAINST BUYER FOR ANY PART OF ALL OF THE AMOUNTS OWING HEREUNDER, AS PROVIDED FOR HEREIN, IF DOING SO WILL CURE ANY ERRORS OR DEFECTS IN SUCH PRIOR PROCEEDINGS.

- c. In the event that the TOWNSHIP obtains the Property by any means due to BUYER'S default of this Agreement and the TOWNSHIP sells the Property through a writ of scire facias and/or equivalent sale of the Property, BUYER acknowledges and agrees that they shall be responsible for any amount still owed to the TOWNSHIP after the sale of the Property if the sale of the Property does not result in an amount which would satisfy any and all obligations of BUYER under this Agreement. In the event there is such a deficiency, BUYER acknowledges and agrees that the TOWNSHIP, in addition to any other remedies available at law or in equity, may confess judgment pursuant this Agreement.

7. MISCELLANEOUS

- a. Any decision of the TOWNSHIP Code Enforcement Officer, Building Code Official, and/or authorized agent, in their sole and absolute discretion required with respect to any question or fact referred to herein shall be final, and not subject to appeal.
- b. BUYER, shall at their sole cost and expense promptly comply with any and all applicable federal, state, and local statutes, ordinances, rules, regulations, Orders and requirements of any and all public authorities.
- c. This Agreement may not be assigned by BUYER without the express written consent of the TOWNSHIP.
- d. Any and all notices required under this Agreement shall be sent to BUYER'S address as provided to the TOWNSHIP in writing, and shall be deemed to have been given when mailed by certified mail or delivered by hand.
- e. The construction of this Agreement and the rights and remedies of the parties hereto shall be governed by the laws of the Commonwealth of Pennsylvania.

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- f. This Agreement shall be binding upon the parties, their successors and assigns.
- g. No modification, amendment, change or addition to this Agreement shall be binding on the parties unless reduced to writing and signed by their authorized representatives.
- h. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements between the parties.
- i. If any terms or provisions or portions thereof of this Agreement or application thereof become invalid, the remainder of said term or provision and/or portion of this Agreement shall not be affected thereby; and to this end, the parties hereto agree that the terms and provisions of this Agreement are severable.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- k. If any date on which a time period contained in this Agreement is scheduled to expire is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next business day.
- l. **Time is of the Essence.** The said time shall be deemed to be of the essence of this Agreement.
- m. **Construction.** Each of the Parties has participated in the drafting of this Agreement after consulting with legal counsel or having the opportunity to consult with legal counsel. Therefore, the language of this Agreement shall not be construed in favor of or against any of the Parties.
- n. **Effective Date.** This Agreement shall be effective on the date above first written.
- o. **Termination.** This Agreement shall terminate upon the issuance of a certificate of occupancy for the structure on the Property and the payment of all costs, fees, and expense by BUYER as required by this Agreement.

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IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have set their hands and seals the day and year first above written.

TOWNSHIP OF WEST HANOVER

Secretary

Chairman of the Board of Supervisors

Witness

Buyers



Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

369 East Park Drive
Harrisburg, PA 17111
717.564.1121
(FAX) 717.564.1158
www.hrg-inc.com

EXHIBIT C

July 26, 2017

Mr. Daniel Rosario
Township Manager
West Hanover Township
7171 Allentown Boulevard
Harrisburg, Pennsylvania 17112

Re: Structural Assessment of Buck's Tavern
West Hanover Township, Pennsylvania

Dear Mr. Rosario:

As requested, Herbert, Rowland & Grubic, Inc. (HRG) conducted a cursory structural inspection of Buck's Tavern located at the intersection of Jonestown Road and Manor Road within West Hanover Township, Pennsylvania. This inspection was conducted on June 29, 2017, for the West Hanover Township Board of Supervisors (Township). During the inspection, all visible and accessible structural elements were evaluated. This included, but was not limited to, the foundation walls, interior and exterior walls, floor joists and girders, roof joists, and roof framing members.

The main building appears to consist of half stone masonry (East End, closest to Manor Road), and half log construction (West End). The original building was constructed around 1755, however it is unknown which portion was constructed first, and when the other portion was added. There are several ancillary additions to the building as well that were added throughout the years, utilizing different building materials. The main addition in the back of the structure appears to be 19th century wood framing.

Upon inspection of the stone masonry half of the main building, it was noted that the foundation wall alongside Manor Road contained some areas of mortar cracking on the exterior, near the ground line. A slight protrusion of the stones in this area was also noted. However, the wall appears to be stable with no visible signs of movement or shifting of the stones. There was some settlement or shifting observed at all interior and exterior doorways. The remaining structural portions of this half of the building appear to be in reasonable condition with no problems to note.

Amid the inspection of the log construction half of the building, it was observed that one of the girders supporting the joists for the main floor contained heavy checks and a visible bow in the member. An additional timber post was added to support the girder. No excessive deflections or detrimental damage to the floor system was noted during the time of inspection. At the bottom of the stairs, a portion of the stone foundation wall is missing. The previous owner removed this portion of the wall to gain access to the addition in the back. Currently, the opening is framed with dimensional 2x lumber at the jambs and header. Dimensional lumber posts support the floor members framing into the wall at this location. Based on the observed conditions during the time of inspection, no other structural problems were noted in this half of the building.

Mr. Daniel Rosario
Township Manager
July 26, 2017
Page 2

During the inspection of the roof/attic area, it was noted that the roof was the only structural element tying the two halves of the building together. A visible, open joint between the two halves could be seen in the attic. No visible signs of movement or lateral displacement were observed during the inspection. Some of the roof rafters contain checks and cracks along their length. Some rafters were noted with a slight bow inward. Daylight could be seen through several gaps at the eaves and the gable ends. The metal roof appears to have reached the end of its useful life. Bird and rodent excrement was visible on the attic floor, and on some of the roof members.

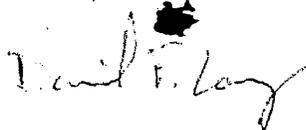
The main addition in the back of the building was found to be in complete disarray, potentially to the point that repair is not feasible. A large portion of the main floor was missing, due to ongoing construction from the previous owner. A first floor and second floor support beam was visible from the first floor and both had sections of deterioration. The foundation wall could be seen in this area, and appeared to be in stable condition. A stone cold storage cellar was also visible due to the missing floor. The cellar appeared to be in good condition with no problems to note; however, it appeared that the cellar did extend further at some point in time. Mold was found on the ceiling insulation. On the second floor of the addition, plaster and wood lath with exposed nails covered the floor. Several of the roof-framing members appeared to be severely deteriorated and not functioning as intended. On the exterior the window frames, fascia boards and some timber siding are rotted and heavily deteriorated.

Based on the overall conditions observed during the time of inspection and available information, it appears that the building is stable in its current state; however, it is not suitable for public access at this time, mostly due to the condition of the main addition in the back of the building. HRG would recommend that the building be sealed to provide protection from the elements as well as any vermin until the intended future use is determined by the Township. Once this is established, a plan of action for rehabilitation can be defined and the required structural analysis performed. Note that the intent of this inspection was purely structurally based. HRG did not evaluate any finishes, coverings, electrical components, HVAC elements, ADA compliance, means of egress, etc. Therefore, HRG cannot comment on or make recommendations on these elements.

If you have any questions concerning the above, please do not hesitate to call.

Very truly yours,

Herbert, Rowland & Grubic, Inc.



Daniel F. Long, P.E.
Project Manager

DFL/MSF/ag
R000943.0524
P:\0009\000943_0524\Admin\Report\2017-07-11 Structural Assessment Ltr .doc

Enc.

c: File 000943.0524
E. Letavic, HRG
D. Long, HRG

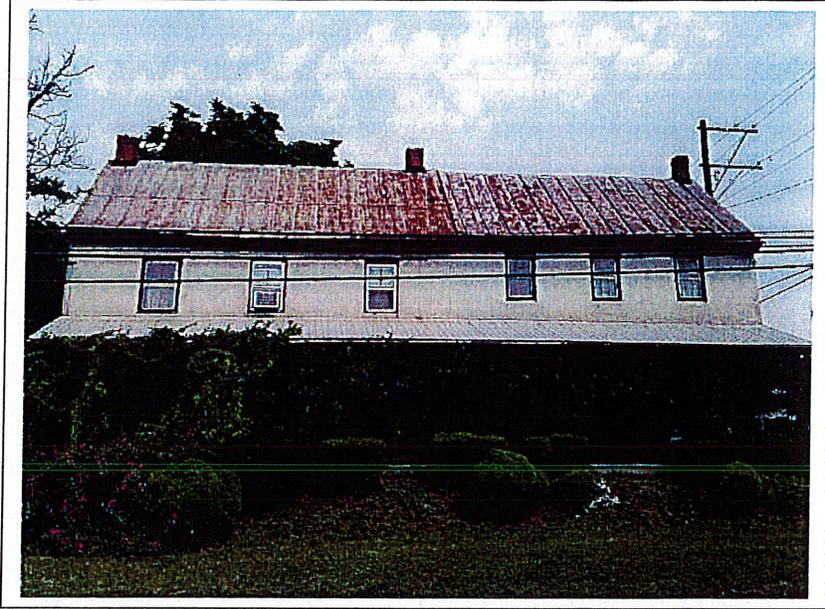


Photo No. 1: Front Exterior Elevation

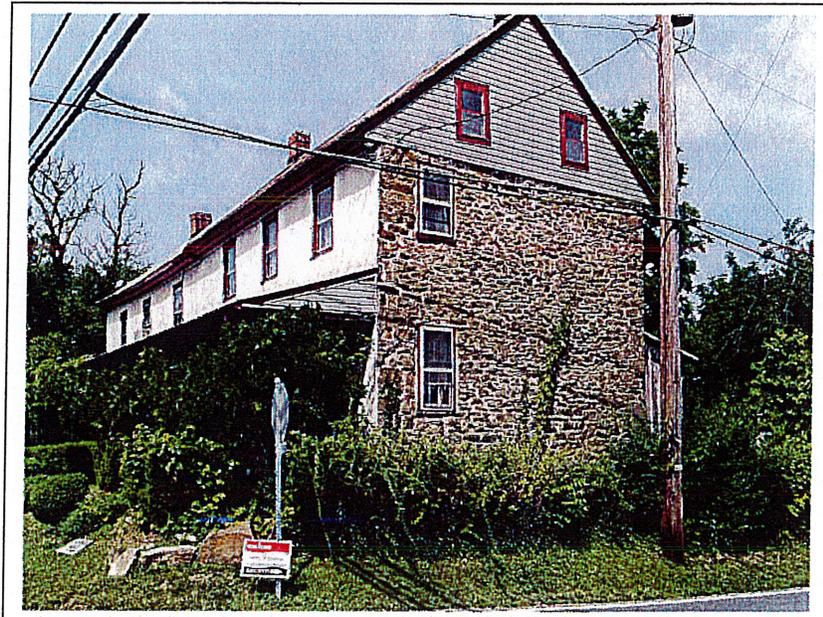


Photo No. 2: East Exterior Elevation

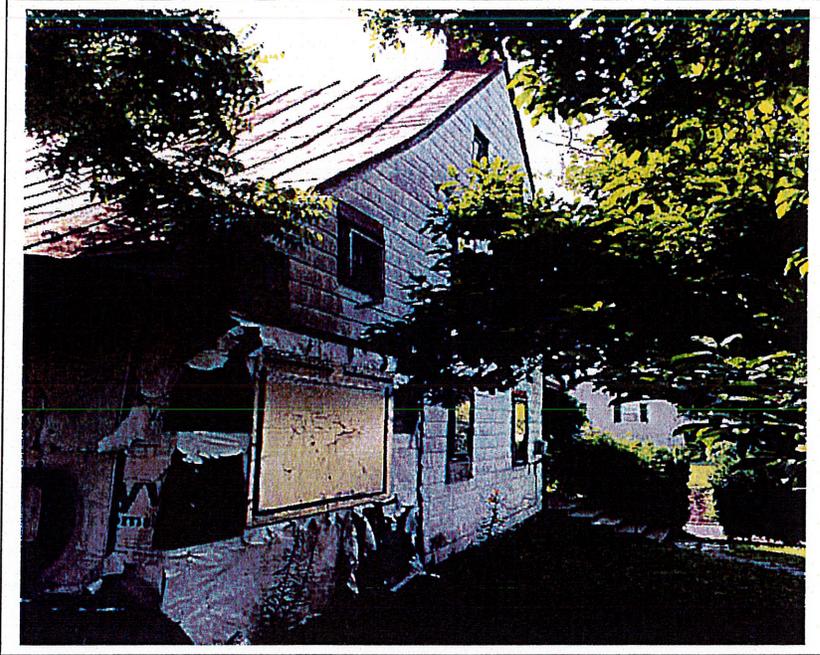


Photo No. 3: West Exterior Elevation



Photo No. 4: Rear Exterior Elevation

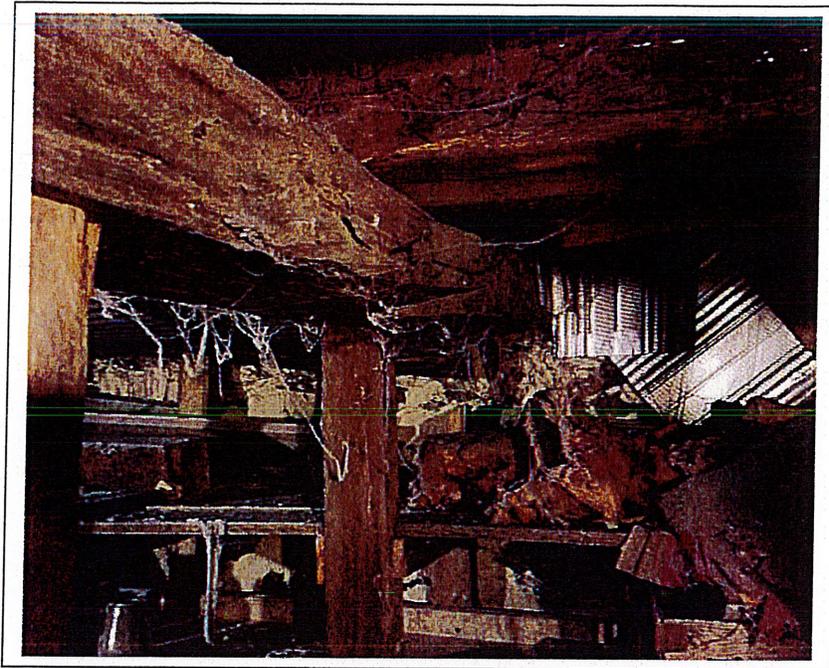


Photo No. 5: Timber Girder Supporting Floor Joists in Log Constructed Portion of Building

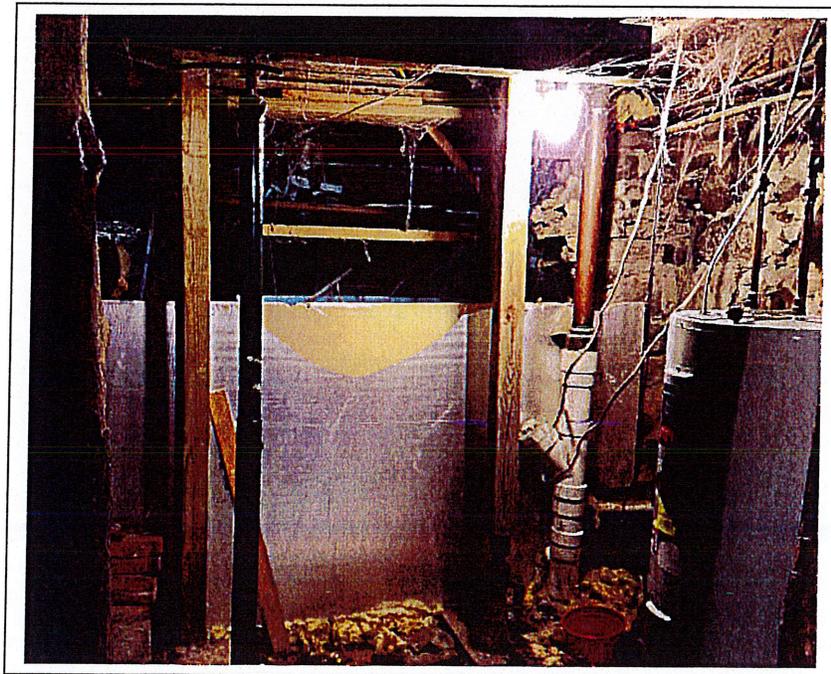


Photo No. 6: Portion of Foundation Wall (Log Constructed Portion) Removed by Previous Owner



Photo No. 7: Open Joint Separating the Two Halves of the Building

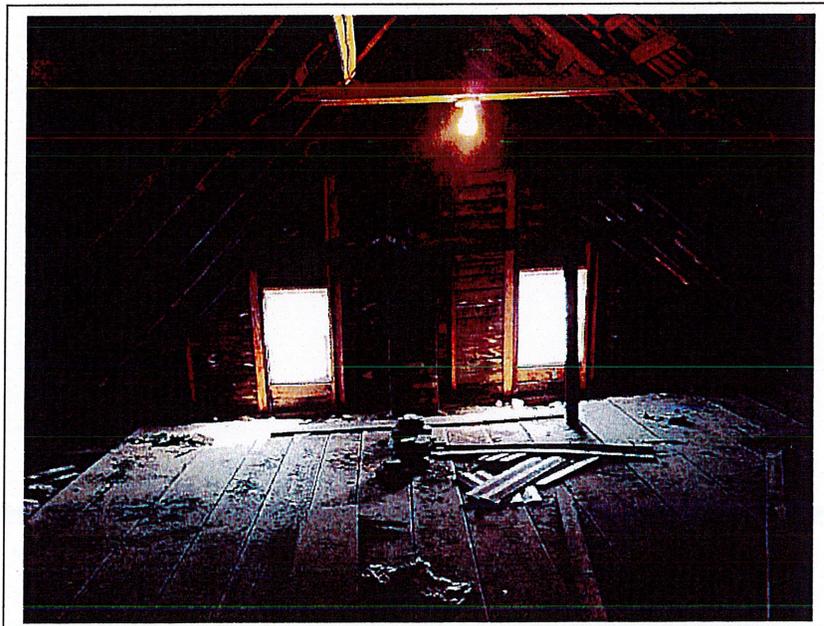


Photo No. 8: Overall Condition of Attic and Roof Framing



Photo No. 9: Crack in Roof Rafter

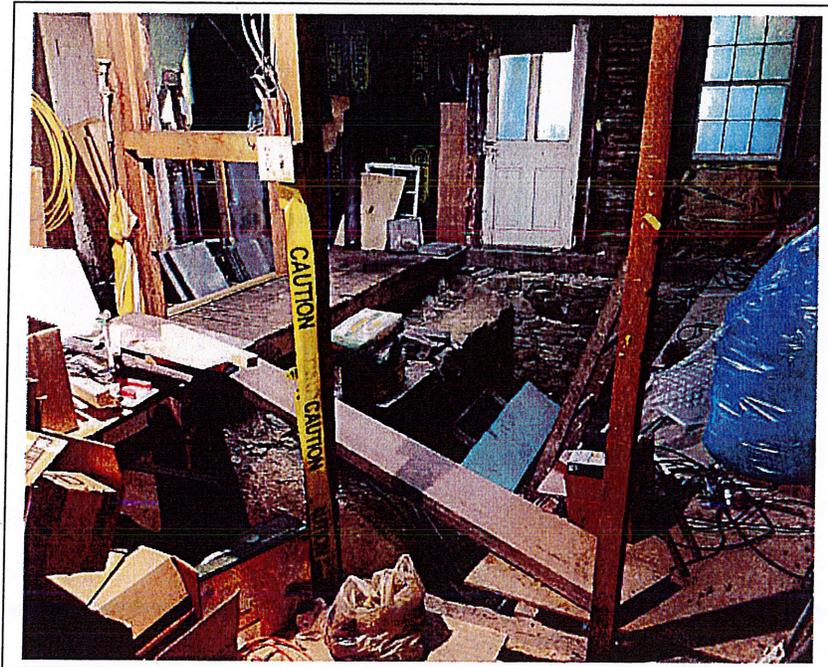


Photo No. 10: Missing Portion of Floor in Back Addition



Photo No. 11: Typical Condition of 2nd Floor of Back Addition



Photo No. 12: Deteriorated Rafter in Back Addition

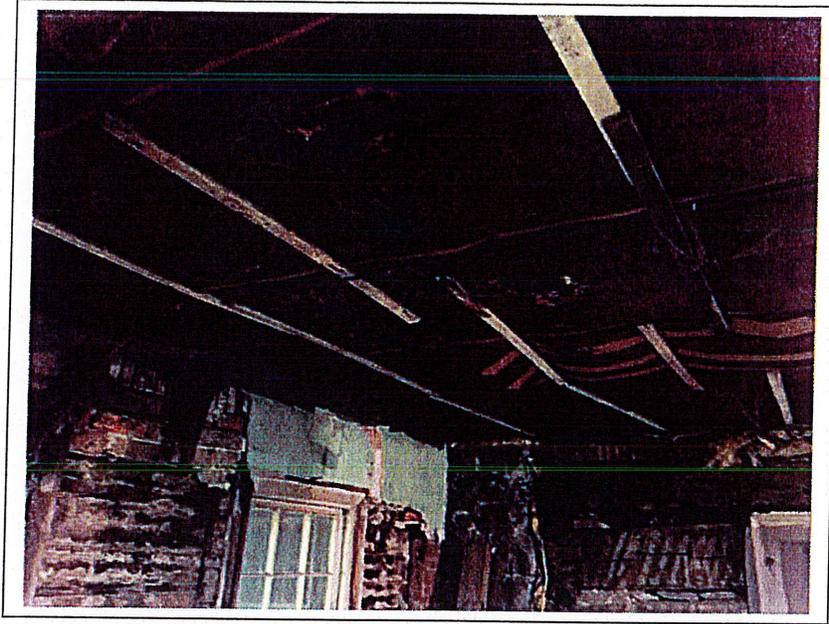


Photo No. 13: Mold on Ceiling Insulation in Back Addition

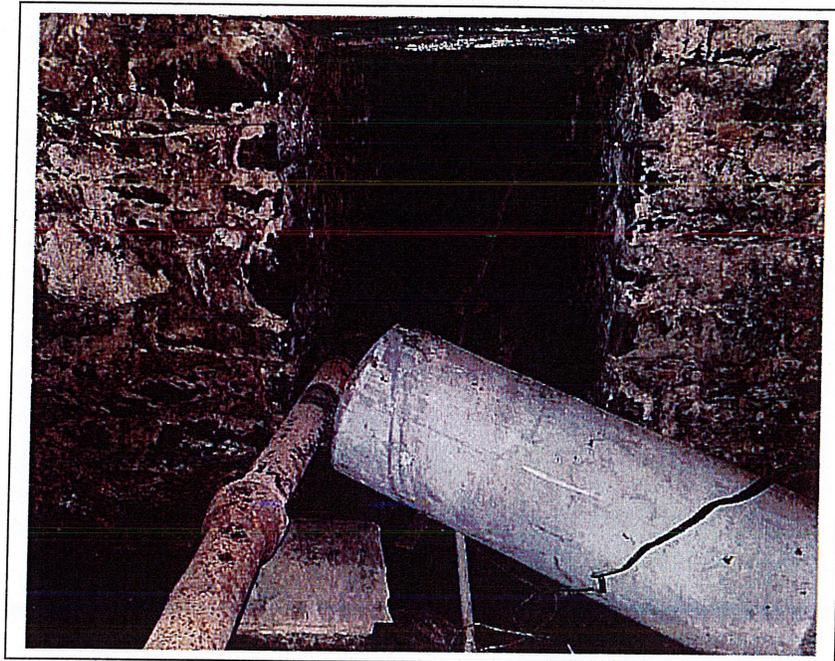


Photo No. 14: Cold Storage Cellar

AKA-BUCKS TAYERN

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).

PROPERTY 7590 Jonestown Rd.

SELLER West Abner Twp

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 material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this disclosure statement covers common topics beyond the basic requirements of the Law in an effort to assist sellers in complying with disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

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 inspections or warranties that 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 estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

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.

1. SELLER'S EXPERTISE Seller does not possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements, except as follows:

2. OWNERSHIP/OCCUPANCY

(a) Is the property currently occupied? Yes No If "yes," by whom? Seller Other occupants (tenants)

If property is not occupied, when was it last occupied? April 2017

(b) How long have you owned the property? December 2016

(c) Are you aware of any pets having lived in the house or other structures during your ownership? Yes No

If "yes," describe:

3. ROOF

(a) Date roof installed: Documented? Yes No Unknown

(b) Has the roof been replaced or repaired during your ownership? Yes No

If "yes," was the existing roofing material removed? Yes No Unknown

(c) Has the roof ever leaked during your ownership? Yes No

(d) Are you aware of any problems with the roof, gutters, flashing or downspouts? Yes No

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

Northwest corner of structure - See attached report

4. BASEMENTS AND CRAWL SPACES (Complete only if applicable)

(a) Does the property have a sump pump? Yes No Unknown

If "yes," has it ever run? Yes No Unknown Is it in working order? Yes No Unknown

(b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? Yes No

(c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? Yes No

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

Dampness in basement - See attached report

5. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

(a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? Yes No

(b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests? Yes No

(c) Is your property currently under contract by a licensed pest control company? Yes No

(d) Are you aware of any termite/pest control reports or treatments for the property? Yes No

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

6. STRUCTURAL ITEMS

(a) Are you aware of any past or present water leakage in the house or other structures? Yes No

(b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? Yes No

(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? Yes No

(d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco?

Yes No Unknown If yes, date installed, if known

(e) Are there any defects (including stains) in flooring or floor coverings? Yes No Unknown

(f) Are you aware of any fire, storm, water or ice damage to the property? Yes No

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

Leaking roof in Northwest corner of house - See attached report

Buyer Initials: Date

SPD Page 1 of 5

Seller Initials: Date 4-9-19

7. ADDITIONS/ALTERATIONS Have any additions, structural changes, or other alterations been made to the property during your ownership? Yes No

If yes, list additions, structural changes, or alterations (use additional sheets if necessary).	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Were final inspections/approvals obtained? (Yes/No/Unknown)

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.

8. WATER SUPPLY

- (a) What is the source of your drinking water? Public Water Well on Property Community Water None Other (explain): _____
- (b) When was your water last tested? N/A Test results: _____
If your drinking water source is not public, is the pumping system in working order? Yes No
If "no," explain: _____
- (c) Do you have a softener, filter, or other treatment system? Yes No
If you do not own the system, explain: _____
- (d) Have you ever had a problem with your water supply? Yes No
- (e) Has your well ever run dry? Yes No Not Applicable
- (f) Is there a well on the property not used as the primary source of drinking water? Yes No
If yes, is the well capped? Yes No
- (g) Is the water system shared? Yes No
- (h) Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
 Yes No

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

9. SEWAGE SYSTEM

- (a) What is the type of sewage system? Public Sewer Individual On-lot Sewage Disposal System
 Individual On-lot Sewage Disposal System in Proximity to Well Community Sewage Disposal System
 Ten-acre Permit Exemption Holding Tank None None Available/Permit Limitations in Effect
 Other type of sewage system (explain): _____
- (b) If Individual On-lot sewage system, what type? Cesspool Drainfield Unknown
 Other (specify): _____
- (c) Are there any septic tanks on the Property? Yes No Unknown
If "yes," what type of tank(s)? Metal/steel Cement/concrete Fiberglass Unknown
 Other (specify): _____
- (d) When was the on-site sewage disposal system last serviced? _____
- (e) Are there any sewage pumps located on the property? Yes No
If yes, type(s) of pump(s) _____ Are pump(s) in working order? Yes No
Who is responsible for maintenance of sewage pumps? _____
- (f) Is the sewage system shared? Yes No
- (g) Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? Yes No

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

10. PLUMBING SYSTEM

- (a) Type of plumbing (check all that apply): Copper Galvanized Lead PVC Polybutylene pipe (PB)
 Mixed Unknown Other (explain): _____
- (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; etc.)? Yes No
If "yes," explain: _____

11. DOMESTIC WATER HEATING

- (a) Type of water heating: Electric Natural Gas Fuel Oil Propane Solar Summer/Winter Hook-Up
Other (explain): _____
- (b) Are you aware of any problems with any water heater or related equipment? Yes No
If "yes," explain: _____

Buyer Initials: _____ Date _____ SPD Page 2 of 5 Seller Initials: [Signature] Date 4-9-19

121 12. AIR CONDITIONING SYSTEM 121

122 (a) Type of air conditioning: ___ Central Air ___ Wall Units ___ Window Units None 122
123 Other (explain): _____ 123
124 Number of window units included in sale ___ Location(s) _____ 124
125 (b) Age of Central Air Conditioning System: _____ Unknown Date last serviced, if known _____ 125
126 (c) List any areas of the house that are not air conditioned: _____ 126
127 (d) Are you aware of any problems with any item in this section? ___ Yes ___ No 127
128 If "yes," explain: _____ 128

129 13. HEATING SYSTEM 129

130 (a) Type(s) of heating fuel(s) (check all that apply): Electric ___ Fuel Oil ___ Natural Gas ___ Propane 130
131 ___ Coal ___ Wood ___ Other: _____ 131
132 (b) Type(s) of heating system(s) (check all that apply): ___ Forced Hot Air ___ Hot Water ___ Heat Pump 132
133 Electric Baseboard ___ Steam ___ Wood Stove (How many? ___) ___ Coal Stove (How many? ___) 133
134 Other: _____ 134
135 (c) Age of Heating System: _____ Unknown Date last serviced, if known _____ 135
136 (d) Are there any fireplaces? ___ Yes No If "yes," how many? ___ Are they working? ___ Yes ___ No 136
137 (e) Are there any chimneys (from a fireplace, water heater or any other heating system)? Yes ___ No 137
138 If "yes," how many? ___ When were they last cleaned? ___ Unknown 138
139 Are they working? ___ Yes ___ No If "no," explain: Never used 139
140 (f) List any areas of the house that are not heated: Entire east side / half of house 140
141 (g) Are you aware of any heating fuel tanks on the property? ___ Yes No 141
142 Location(s), including underground tank(s): _____ 142
143 If you do not own the tanks, explain: _____ 143
144 Are you aware of any problems or repairs needed regarding any item in this section? ___ Yes ___ No 144
145 If "yes," explain: _____ 145
146 _____ 146

147 14. ELECTRICAL SYSTEM 147

148 (a) Type of Electrical System: ___ Fuses ___ Circuit Breakers How Many Amps? ___ Unknown 148
149 (b) Are you aware of any knob and tube wiring in the home? ___ Yes No 149
150 Are you aware of any problems or repairs needed in the electrical system? ___ Yes ___ No 150
151 If "yes," explain: _____ 151

152 15. OTHER EQUIPMENT AND APPLIANCES 152

153 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 153
154 not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will 154
155 determine which items, if any, are included in the purchase of the Property. 155
156 (a) ___ Electric Garage Door Opener Number of Transmitters ___ Keyless Entry ___ 156
157 (b) Smoke Detectors How many? 1 Location(s) upstairs Hall 157
158 (c) ___ Security Alarm System ___ Owned ___ Leased (Lease Information _____) 158
159 (d) ___ Lawn Sprinkler(s) How many? ___ Automatic Timer ___ 159
160 (e) ___ Swimming Pool ___ Hot Tub/Spa ___ Pool/Spa Heater ___ Pool/Spa Cover ___ Whirlpool/Tub 160
161 Pool/Spa Equipment and Accessories (list): _____ 161
162 (f) ___ Refrigerator(s) Range/Oven Microwave Oven ___ Dishwasher ___ Trash Compactor 162
163 ___ Garbage Disposal ___ Chest Freezer ___ Washer ___ Dryer ___ Intercom 163
164 (g) ___ Ceiling Fan(s) How many? ___ Location(s) _____ 164
165 (h) ___ Awnings ___ Attic Fan(s) ___ Satellite Dish Storage Shed ___ Deck(s) ___ Electric Animal Fence 165
166 (i) ___ Other: _____ 166
167 Are you aware of any problems or repairs needed regarding any item in this section? Yes ___ No 167
168 If "yes," explain: Shed is in need of repair 168

169 16. LAND (SOILS, DRAINAGE, FLOODING AND BOUNDARIES) 169

170 (a) Land/Soils 170
171 1) Are you aware of any fill or expansive soil on the property? ___ Yes No 171
172 2) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have 172
173 occurred on or affect the property? ___ Yes No 173
174 3) Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this 174
175 property? ___ Yes No 175

176 Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence 176
177 damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence 177
178 Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or 178
179 (724) 769-1100 (outside Pennsylvania). 179

180 Buyer Initials: _____ Date _____ SPD Page 3 of 5 Seller Initials: [Signature] Date 4-9-19 180

4) Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights?

Yes No If "yes", check all that apply below:

Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)

Open Space Act - 16 P.S. §11941 et seq.

Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)

Other _____

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.

5) 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

6) Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property)? Timber Coal Oil Natural Gas Other minerals

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 this section: _____

(b) Flooding/Drainage

1) Is any part of this property located in a wetlands area or a FEMA flood zone? Yes No Unknown

2) Do you know of any past or present drainage or flooding problems affecting the property? Yes No

Explain any "yes" answers in this section, including dates and extent of flooding: _____

(c) Boundaries

1) Do you know of any encroachments, boundary line disputes, or easements affecting the property? Yes No

Note to Buyer: Most properties have easements for utility services and other reasons. These easements generally do not restrict the ordinary use of the property and Seller may not be aware of them. Before entering into an agreement of sale, Buyers can investigate the existence of easements and similar restrictions by ordering an Abstract of Title or searching the official records in the county Office of the Recorder of Deeds.

2) Do you access the property from a private road or lane? Yes No

If yes, do you have a recorded right of way or maintenance agreement? Yes No

3) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements?

Yes No

Explain any "yes" answers in this section: _____

17. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(a) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)? Yes No

(b) Are you aware of any past or present hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs), etc.? Yes No

(c) Are you aware of any tests for mold, fungi, or indoor air quality in the property? Yes No

(d) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property? Yes No

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.

(e) Are you aware of any dumping on the property? Yes No

(f) Have you received written notice regarding the presence of an environmental hazard or biohazard on your property or any adjacent property? Yes No

(g) Are you aware of any tests for radon gas that have been performed in any buildings on the property? Yes No

If "yes," list date, type, and results of all tests below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE

(h) Are you aware of any radon removal system on the property? Yes No

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

DATE INSTALLED	TYPE OF SYSTEM	PROVIDER	WORKING ORDER?
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

(i) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the property. Are you aware of any lead-based paint or lead-based paint hazards on the property? Yes No

If "yes," explain how you know of it, where it is, and the condition of those lead-based paint surfaces: _____

Buyer Initials: _____ Date _____

Seller Initials:  Date 4-9-19



- (j) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of 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? Yes No
 If "yes," list all available reports and records: _____
- (k) Are you aware of testing on the property for any other hazardous substances or environmental concerns? Yes No
- (l) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?
 Yes No

Explain any "yes" answers in this section: Asbestos-SDry - See attached report

18. CONDOMINIUMS AND OTHER HOMEOWNER ASSOCIATIONS (Complete only if applicable)

Type: Condominium Cooperative Homeowner Association or Planned Community
 Other: _____

Notice regarding Condominiums, Cooperatives, and Planned Communities: 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.

19. MISCELLANEOUS

- (a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
 Yes No
- (b) Are you aware of any existing or threatened legal action affecting the property? Yes No
- (c) Are you aware of any violations of federal, state, or local laws or regulations relating to this property? Yes No
- (d) 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 that remain uncorrected? Yes No
- (e) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan), overdue payment on a support obligation, or other debt against this property that cannot be satisfied by the proceeds of this sale? Yes No
- (f) 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? Yes No
- (g) Are you aware of any insurance claims filed relating to the property? Yes No
- (h) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?
 Yes No

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.

Explain any "yes" answers in this section: See attached report for material defects

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.

WITNESS Jana Rep SELLER [Signature] DATE 4-9-19
 WITNESS _____ SELLER _____ DATE _____
 WITNESS _____ SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

WITNESS _____ BUYER _____ DATE _____
 WITNESS _____ BUYER _____ DATE _____
 WITNESS _____ BUYER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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 PROPERTY DISCLOSURE STATEMENT

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

1 PROPERTY 7565 Manor Dr.
2 SELLER West Hanover Twp

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 material defects about the property being sold that are not readily observable. While the Law requires certain disclosures, this disclosure statement covers common topics beyond the basic requirements of the Law in an effort to assist sellers in complying with disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

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 inspections or warranties that 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 estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about the conditions of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose a material defect that may not be addressed on this form.

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.

1. SELLER'S EXPERTISE Seller does not possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements, except as follows:

2. OWNERSHIP/OCCUPANCY

- (a) Is the property currently occupied? Yes No (checked) If "yes," by whom? Seller Other occupants (tenants)
If property is not occupied, when was it last occupied? November 2018
(b) How long have you owned the property? Since December 2010
(c) Are you aware of any pets having lived in the house or other structures during your ownership? Yes (checked) No
If "yes," describe: tenant had a small dog

3. ROOF

- (a) Date roof installed: Documented? Yes No (checked) Unknown
(b) Has the roof been replaced or repaired during your ownership? Yes No (checked)
If "yes," was the existing roofing material removed? Yes No (checked) Unknown
(c) Has the roof ever leaked during your ownership? Yes No (checked)
(d) Are you aware of any problems with the roof, gutters, flashing or downspouts? Yes No (checked)

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

4. BASEMENTS AND CRAWL SPACES (Complete only if applicable)

- (a) Does the property have a sump pump? Yes No (checked) Unknown
If "yes," has it ever run? Yes No Unknown Is it in working order? Yes No Unknown
(b) Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space? Yes No (checked)
(c) Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space? Yes No (checked)

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

5. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS

- (a) Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property? Yes No (checked)
(b) Are you aware of any damage to the property caused by termites/wood-destroying insects, dryrot, or pests? Yes No (checked)
(c) Is your property currently under contract by a licensed pest control company? Yes No (checked)
(d) Are you aware of any termite/pest control reports or treatments for the property? Yes No (checked)

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

6. STRUCTURAL ITEMS

- (a) Are you aware of any past or present water leakage in the house or other structures? Yes No (checked)
(b) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components? Yes No (checked)
(c) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property? Yes (checked) No
(d) Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco? Yes No (checked) Unknown If yes, date installed, if known
(e) Are there any defects (including stains) in flooring or floor coverings? Yes No (checked) Unknown
(f) Are you aware of any fire, storm, water or ice damage to the property? Yes No (checked)

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

Retaining wall along Manor Dr. is bulging toward street

Buyer Initials: Date SPD Page 1 of 5 Seller Initials: Date 4-9-19

7. ADDITIONS/ALTERATIONS Have any additions, structural changes, or other alterations been made to the property during your ownership? Yes No

Table with 4 columns: If yes, list additions, structural changes, or alterations (use additional sheets if necessary), Approximate date of work, Were permits obtained? (Yes/No/Unknown), Were final inspections/approvals obtained? (Yes/No/Unknown)

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.

8. WATER SUPPLY

- (a) What is the source of your drinking water? Public Water Well on Property Community Water
(b) When was your water last tested? N/A Test results:
(c) Do you have a softener, filter, or other treatment system? Yes No
(d) Have you ever had a problem with your water supply? Yes No
(e) Has your well ever run dry? Yes No Not Applicable
(f) Is there a well on the property not used as the primary source of drinking water? Yes No
(g) Is the water system shared? Yes No
(h) Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items? Yes No

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

9. SEWAGE SYSTEM

- (a) What is the type of sewage system? Public Sewer Individual On-lot Sewage Disposal System
(b) If Individual On-lot sewage system, what type? Cesspool Drainfield Unknown
(c) Are there any septic tanks on the Property? Yes No Unknown
(d) When was the on-site sewage disposal system last serviced?
(e) Are there any sewage pumps located on the property? Yes No
(f) Is the sewage system shared? Yes No
(g) Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items? Yes No

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

Grinder pump was replaced in 2018 due to float malfunction

10. PLUMBING SYSTEM

- (a) Type of plumbing (check all that apply): Copper Galvanized Lead PVC Polybutylene pipe (PB)
(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; etc.)? Yes No

11. DOMESTIC WATER HEATING

- (a) Type of water heating: Electric Natural Gas Fuel Oil Propane Solar Summer/Winter Hook-Up
(b) Are you aware of any problems with any water heater or related equipment? Yes No

Buyer Initials: Date SPD Page 2 of 5 Seller Initials: Date 4-9-19



121 12. AIR CONDITIONING SYSTEM

- 122 (a) Type of air conditioning: Central Air Wall Units Window Units None
- 123 Other (explain): _____
- 124 Number of window units included in sale _____ Location(s) _____
- 125 (b) Age of Central Air Conditioning System: _____ Unknown Date last serviced, if known _____
- 126 (c) List any areas of the house that are not air conditioned: _____
- 127 (d) Are you aware of any problems with any item in this section? Yes No
- 128 If "yes," explain: _____

129 13. HEATING SYSTEM

- 130 (a) Type(s) of heating fuel(s) (check all that apply): Electric Fuel Oil Natural Gas Propane
- 131 Coal Wood Other: _____
- 132 (b) Type(s) of heating system(s) (check all that apply): Forced Hot Air Hot Water Heat Pump
- 133 Electric Baseboard Steam Wood Stove (How many?) Coal Stove (How many?)
- 134 Other: _____
- 135 (c) Age of Heating System: _____ Unknown Date last serviced, if known June 2018
- 136 (d) Are there any fireplaces? Yes No If "yes," how many? _____ Are they working? Yes No
- 137 (e) Are there any chimneys (from a fireplace, water heater or any other heating system)? Yes No
- 138 If "yes," how many? _____ When were they last cleaned? _____ Unknown _____
- 139 Are they working? Yes No If "no," explain: _____
- 140 (f) List any areas of the house that are not heated: _____
- 141 (g) Are you aware of any heating fuel tanks on the property? Yes No
- 142 Location(s), including underground tank(s): Garage #1
- 143 If you do not own the tanks, explain: _____
- 144 Are you aware of any problems or repairs needed regarding any item in this section? Yes No
- 145 If "yes," explain: _____

147 14. ELECTRICAL SYSTEM

- 148 (a) Type of Electrical System: Fuses Circuit Breakers How Many Amps? Unknown
- 149 (b) Are you aware of any knob and tube wiring in the home? Yes No
- 150 Are you aware of any problems or repairs needed in the electrical system? Yes No
- 151 If "yes," explain: _____

152 15. OTHER EQUIPMENT AND APPLIANCES

- 153 **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**
- 154 **not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will**
- 155 **determine which items, if any, are included in the purchase of the Property.**
- 156 (a) Electric Garage Door Opener Number of Transmitters Keyless Entry _____
 - 157 (b) Smoke Detectors How many? 6 Location(s) Garage 1, Garage 2, Hall, BR1, BR2, LP
 - 158 (c) Security Alarm System Owned Leased (Lease Information _____)
 - 159 (d) Lawn Sprinkler(s) How many? _____ Automatic Timer _____
 - 160 (e) Swimming Pool Hot Tub/Spa Pool/Spa Heater Pool/Spa Cover Whirlpool/Tub
 - 161 Pool/Spa Equipment and Accessories (list): _____
 - 162 (f) Refrigerator(s) Range/Oven Microwave Oven Dishwasher Trash Compactor
 - 163 Garbage Disposal Chest Freezer Washer Dryer Intercom
 - 164 (g) Ceiling Fan(s) How many? 4 Location(s) upstairs
 - 165 (h) Awnings Attic Fan(s) Satellite Dish Storage Shed Deck(s) Electric Animal Fence
 - 166 (i) Other: _____
 - 167 Are you aware of any problems or repairs needed regarding any item in this section? Yes No
 - 168 If "yes," explain: _____

169 16. LAND (SOILS, DRAINAGE, FLOODING AND BOUNDARIES)

- 170 (a) Land/Soils
- 171 1) Are you aware of any fill or expansive soil on the property? Yes No
- 172 2) Are you aware of any sliding, settling, earth movement, upheaval, subsidence, or earth stability problems that have
- 173 occurred on or affect the property? Yes No
- 174 3) Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this
- 175 property? Yes No

176 **Note to Buyer:** The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence

177 damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence

178 Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or

179 (724) 769-1100 (outside Pennsylvania).

180 Buyer Initials: _____ Date _____ SPD Page 3 of 5 Seller Initials: [Signature] Date 4-9-19

- 4) Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights?
 ___ Yes No If "yes", check all that apply below:
 ___ **Farmland and Forest Land Assessment Act** - 72 P.S. §5490.1 et seq. (Clean and Green Program)
 ___ **Open Space Act** - 16 P.S. §11941 et seq.
 ___ **Agricultural Area Security Law** - 3 P.S. §901 et seq. (Development Rights)
 ___ Other

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.

- 5) 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
 6) Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property)? ___ Timber ___ Coal ___ Oil ___ Natural Gas ___ Other minerals

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 this section:

(b) Flooding/Drainage

- 1) Is any part of this property located in a wetlands area or a FEMA flood zone? ___ Yes ___ No Unknown
 2) Do you know of any past or present drainage or flooding problems affecting the property? ___ Yes No

Explain any "yes" answers in this section, including dates and extent of flooding:

(c) Boundaries

- 1) Do you know of any encroachments, boundary line disputes, or easements affecting the property? ___ Yes No
Note to Buyer: Most properties have easements for utility services and other reasons. These easements generally do not restrict the ordinary use of the property and Seller may not be aware of them. Before entering into an agreement of sale, Buyers can investigate the existence of easements and similar restrictions by ordering an Abstract of Title or searching the official records in the county Office of the Recorder of Deeds.
 2) Do you access the property from a private road or lane? ___ Yes No
 If yes, do you have a recorded right of way or maintenance agreement? ___ Yes ___ No
 3) Are you aware of any shared or common areas (e.g., driveways, bridges, docks, walls, etc.) or maintenance agreements?
 ___ Yes No

Explain any "yes" answers in this section:

17. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

- (a) Are you aware of any underground tanks (other than home heating fuel or septic tanks disclosed above)? ___ Yes No
 (b) Are you aware of any past or present hazardous substances present on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs), etc.? ___ Yes No
 (c) Are you aware of any tests for mold, fungi, or indoor air quality in the property? ___ Yes No
 (d) Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property? ___ Yes No

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.

- (e) Are you aware of any dumping on the property? ___ Yes No
 (f) Have you received written notice regarding the presence of an environmental hazard or biohazard on your property or any adjacent property? ___ Yes No
 (g) Are you aware of any tests for radon gas that have been performed in any buildings on the property? ___ Yes ___ No

If "yes," list date, type, and results of all tests below:

DATE	TYPE OF TEST	RESULTS (picocuries/liter or working levels)	NAME OF TESTING SERVICE
------	--------------	--	-------------------------

- (h) Are you aware of any radon removal system on the property? ___ Yes No

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

DATE INSTALLED	TYPE OF SYSTEM	PROVIDER	WORKING ORDER?
			___ Yes ___ No
			___ Yes ___ No

- (i) If property was constructed, or if construction began, before 1978, you must disclose any knowledge of lead-based paint on the property. Are you aware of any lead-based paint or lead-based paint hazards on the property? ___ Yes No

If "yes," explain how you know of it, where it is, and the condition of those lead-based paint surfaces:

Buyer Initials: _____ Date _____

Seller Initials: 

Date 4-9-19



- (j) If property was constructed, or if construction began, before 1978, you must disclose any reports or records of 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? Yes No
If "yes," list all available reports and records: _____
- (k) Are you aware of testing on the property for any other hazardous substances or environmental concerns? Yes No
- (l) Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?
 Yes No

Explain any "yes" answers in this section: _____

18. CONDOMINIUMS AND OTHER HOMEOWNER ASSOCIATIONS (Complete only if applicable)

Type: Condominium Cooperative Homeowner Association or Planned Community
Other: _____

Notice regarding Condominiums, Cooperatives, and Planned Communities: 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.

19. MISCELLANEOUS

- (a) Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
 Yes No
- (b) Are you aware of any existing or threatened legal action affecting the property? Yes No
- (c) Are you aware of any violations of federal, state, or local laws or regulations relating to this property? Yes No
- (d) 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 that remain uncorrected? Yes No
- (e) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan), overdue payment on a support obligation, or other debt against this property that cannot be satisfied by the proceeds of this sale? Yes No
- (f) 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? Yes No
- (g) Are you aware of any insurance claims filed relating to the property? Yes No
- (h) Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?
 Yes No

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.

Explain any "yes" answers in this section: _____

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.

WITNESS *Jana Reyes* SELLER *[Signature]* DATE 4-9-19
 WITNESS _____ SELLER _____ DATE _____
 WITNESS _____ SELLER _____ DATE _____

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

DATE _____

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

WITNESS _____ BUYER _____ DATE _____
 WITNESS _____ BUYER _____ DATE _____
 WITNESS _____ BUYER _____ DATE _____

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

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.