

HURLEY

REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



131.50± Acres at 361 Caney Valley Rd, Markleysburg, PA 15459

Beautiful Farm in Fayette County, PA!

Exceptional 131± acre farm featuring approximately 73 tillable acres, a spacious 4-bedroom home, quality outbuildings, wooded hunting land with a stream, and more!

Auction Date: Friday, October 9, 2026 @ 1pm

Open Houses: Saturday, September 26, 2026, 10am-12pm
Thursday, October 1, 2026, 2pm-4pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

HURLEYAUCTIONS.COM | 717-597-9100





Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Clean and Green
- Aerial
- Soil Map
- Conditions of Public Sale
- Disclosures
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. We are looking forward to seeing you at the auction on October 9, 2026.

Sincerely,
The Hurley Team

DISCLAIMER & ABSENCE OF WARRANTIES | *All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.***



Terms: \$25,000 in certified funds day of auction. (See Payment & Financing page for detailed info.)
Announcements made on the day of sale take precedence over all printed material. 2% Buyers premium will be added to final bid price.

Closing Location: As agreed upon by the Buyer and Seller.

Buyer possession: Buyer will have immediate possession upon closing.

General Information: OUTSTANDING 131+/- ACRE FARM IN FAYETTE COUNTY, PA! The farm features approx. 73 acres tillable, a well cared for home, and excellent outbuildings. The property is convenient to Youghiogheny River Lake and just 3 miles to the marina and boat launch! The well kept home features 4 bedrooms, 3 full bathrooms, kitchen, dining room, main floor great room, upper level sitting room, and great room, and a finished basement which includes a den, office, laundry area, and more! Outbuildings are well cared for and feature a 50x80 steel building with water and heat, 40x60 pole building, 60x60 bank barn and wire corn crib. Road frontage is on Caney Valley Rd. Approx. 50 acres are wooded with great hunting and plentiful wildlife to include deer, turkey, and more and the Hall Run stream flows through the farm! Take this opportunity to make this wonderful farm your own! Property is in clean and green.

This home has the following features:

- 4 Bedrooms
 - Bedroom 1: 13 x 23
 - Bedroom 2: 11 x 13
 - Bedroom 3: 17 x 21 (Upstairs)
 - Bedroom 4: 15 x 16 (Upstairs)
- Dining Room: 13 x 13
- Kitchen: 13 x 23
- Great Room: 27 x 30
- Bonus Kitchen: 12 x 13
- Great Room: 14 x 24 (Upstairs)
- Sitting Room: 10 x 10 (Upstairs)
- Den: 13 x 19 (Basement)
- Office: 12 x 13 (Basement)
- Laundry: 13 x 15 (Basement)

Year House Built: 1971

Acreage: 131.50± Acres

County: Fayette

Zoning/Land Use: Please call

School District: Uniontown Area

Taxes: Approximately \$

Tax ID:

Utilities:

- Water: Well
- Sewer: Septic
- Heating: Forced Air-Propane/ Radiant / Woodburn Furnace
- Cooling: Central A/C

Local Hospital: Uniontown Hospital- WVU Medicine



Instrument Book Page
200300005895 OR 2855 243

THIS DEED

Made this 11 day of March, 2003,

Between FERN MYERS, an unmarried widow, of 361 Caney Valley Road, Markleysburg, Pennsylvania, 15459, GRANTOR,

And

CURTIS E. MYERS AND DOLores A. MYERS, 108 Stormer Road, Indiana, Pennsylvania, 15071, husband and wife, son and daughter-in-law of the Grantor, GRANTEES.

WITNESS: That for consideration of one dollar (\$1.00), already paid by the Grantee to the Grantor, and other valuable consideration, love, and affection, the Grantor does hereby convey to the Grantee all those certain tracts of land situate in Henry Clay Township, Fayette County, Pennsylvania, bounded and described as follows:

Tract # 1 - The "Home Place"

On the East by lands now or formerly of James Kemp, Curtis E. Myers ($\pm$ 20 Acre tract purchased from Frank Kollar), and Dawn F. Myers Yost (Lytle Tract $\pm$ 50 Acres); on the South by lands now or formerly of Harold Shirer and Paul Humberson; and on the North by lands now or formerly of Paul Humberson, John Merschat, and Randall R. Myers; containing 135 acres, more or less.

BEING THE SAME tract of land conveyed to Fred W. Myers, deceased, and Fern Myers, his wife, by deed of Freeman F. Guard and Evelyn F. Guard, dated March 26, 1942, and recorded in the Recorder's Office of Fayette County, Pennsylvania, in Deed Book 579, Page 101.

RESERVING for the Grantor a life estate in the dwelling, and for her children's use as needed. The Grantees are to maintain the dwelling, sewage, and water system in good repair as long as needed by the Grantor.

EXCEPTING AND RESERVING all the coal and mining rights underlying said tract of land, as may have been conveyed in prior deeds.

ALSO EXCEPTING from this conveyance a tract of land South of Township Road 317 (Caney Valley Road) bounded and described as follows:

Bounded on the North by Township Road 317 (Caney Valley Road); on the West by the lands of Harold and Ruth Shirer, on the East by the Guard Road; and on the South by the lands of Dawn F. Myers Yost, containing six (6) acres, more or less; and owned by Dawn F. Myers Yost (Concurrent deed transfer), more accurately surveyed and described as follows:

BEGINNING at a point at the northern tip of the "Lytle Tract" in the Guard Road, and a common corner to O'Donnell (Record Book 1707, Page 274);



Instrument 200300005895 OR Book 2855 Page 244

THENCE with line of said Whyel, North 07° 57' 10" East 969.70 feet to a ½-inch bar set in the center of Caney valley Road, the place of beginning, containing ± 93.49 Acres, more or less as per survey by Randall R. Myers, R.P.L.S., map dated November 19, 1992.

A one-third (1/3) interest is already owned by Curtis E. Myers having purchased said interest of this tract from Arthur C. Myers on December 20, 1994 and recorded in Record Book 1480, Page 333.

A remaining one-third (1/3) interest is owned by Roger M. Myers of Confluence, Pennsylvania, by will of his father, Roy M. Myers, Will Book ____ Page ____.

The aforesaid Fred W. Myers died on August 10, 1994, and his right of survivorship for land transferred to Fern Myers, his wife.

Together with the appurtenances and all the Estate and rights of the party of the first part in said premises; and to have and to hold the premises herein granted unto the parties of the second part and assigns forever.

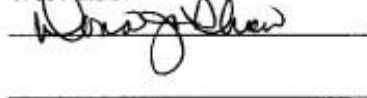
PURSUANT to Section 405 of the Solid Waste Management Act of 1980, the Grantor hereby states that it has no knowledge of any hazardous waste which is presently being disposed of or has ever been disposed of on the above described land or any part thereof.

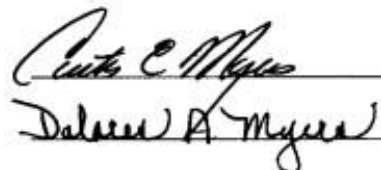
"THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT."

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I, the undersigned Grantee, hereby certify that I know and understand that I may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

WITNESS:





This 11 day of March, 2003.



Instrument 200300005895 OR Book 2855 Page 245

Thence with said line of the "Lytle Tract", South 26° 12' 55" West 8.03 feet to a point on the southern side of Guard Road (Township Road 878);

Thence with said line of the "Lytle Tract", South 02° 34' 30" East 322.07 feet to a point;

Thence with said line of the "Lytle Tract", South 55° 50' 55" West 726.00 feet to a wood corner post (5/8-inch bar set as a witness), a common corner to Harold Shirer;

Thence with said line of Shirer, South 65° 46' 20" West 171.70 feet to wood corner post (5/8-inch bar set as a witness);

Thence with said line of Shirer, North 24° 05' 10" West 294.38 feet to a point in the center of the Caney Valley Road (Township Road 317), a common corner to Fern Myers;

Thence with said line of Fern Myers, North 68° 47' 05" East 205.10 feet to a point in the Caney Valley Road;

Thence with said line of Fern Myers, North 67° 01' 45" East 393.81 feet to a point in the Caney Valley Road;

Thence with said line of Fern Myers, with a chord of North 37° 12' 00" East 270.82 feet, an arc of 281.84 feet, and a radius of 272.23 feet to a point in the Caney Valley Road;

Thence with said line of Fern Myers, North 07° 22' 20" East 89.19 feet to a point in the Caney Valley Road;

Thence in said road with said line of Fern Myers, with a chord of North 18° 17' 10" East 164.95 feet, an arc of 165.58 feet, and a radius of 435.56 feet to a point in the Caney Valley Road;

Thence with said line of Fern Myers, North 29° 12' 05" East 80.51 feet to a point in the Caney Valley Road;

Thence with said line of Fern Myers, South 44° 37' 50" East 41.25 feet to a point in the Caney Valley Road at the Guard Road intersection of the old wooden bridge;

Thence with said line of Fern Myers, with a chord South 05° 15' 40" East 192.17 feet, an arc of 192.59 feet, and a radius of 721.29 feet to a place of beginning, containing $\pm$ 6.00 acres, as per survey by Randall R. Myers, R.P.L.S., map dated November 7, 2002.

Tract # 2 - "Conneway Place"

One and three fourths (1 - 3/4) acres, more or less, of land fronting and on the North side of Caney Valley Road, Henry Clay Township, Fayette County, formerly owned by Wilbert and Dorsey Conneway (DB. 330 P. 239); and purchased by Fred W. Myers and Fern Myers, his wife, from the Fayette County Tax Claim Bureau on April 28, 1968; and recorded in Fayette County Recorder's Office on April 26, 1968, in Deed Book 1058, Page 873.



Instrument 200300005895 OR Book 2855 Page 246

Tract # 3 - "Three Brothers Tract"

An undivided one-third (1/3) interest in a tract of land commonly known as "The Three Brothers Tract", bounded by lands of Albert and Bonita Mersch, Randall and Kathleen Myers, and Tract # 1 (Curtis and Delores Myers); and the Caney Valley Road, containing approximately ninety-three (93) acres, more or less; being the same tract of land conveyed January 26, 1947, by L.H. and Nelle Lancaster to Fred W. Myers, Arthur C. Meyers, and Roy M. Myers; and recorded in the Recorder's Office of Fayette County, Pennsylvania in deed Book 637, Page 417; said property was surveyed in 1992, and corrective description is as follows, to wit;

BEGINNING at a ½ -inch bar set in the center of Township Route 876, a corner to Allen J. Whyel (DB. 1258 P. 406) and James F. Fearer (DB. 1258 P. 669);

THENCE with line of said Fearer, passing a ¾-inch pipe set on the property line at 30 feet, South 29° 45' 35" East 503.42 feet in all to a ¾-inch pipe set on a line of Fearer;

THENCE with line of said Fearer, South 43° 55' 20" East 355.39 feet to a ¾-inch pipe set at the base of a fence post on a line of Fearer;

THENCE with line of said Fearer, South 54° 16' 35" East 214.92 feet to a ¾-inch pipe on a line of Fearer;

THENCE with line of said Fearer, South 55° 39' 10" East 214.50 feet to a ¾-inch pipe on a line of Fearer;

THENCE with line of said Fearer, South 53° 48' 25" East 422.40 feet to a ¾-inch pipe set on a line of Fearer;

THENCE with line of said Fearer, North 32° 52' 00" East 133.22 feet to a ¾-inch pipe set in an old tree stump (found), a line of Fearer;

THENCE with line of said Fearer, North 31° 48' 00" East 219.73 feet to a ¾-inch pipe set on a line of Fearer;

THENCE with line of said Fearer, South 56° 34' 15" East 165.91 feet to a ¾-inch pipe on a line of Fearer;

THENCE with line of said Fearer, South 46° 08' 40" East 391.90 feet to a 40" white oak called for in Fearer deed;

THENCE with line of said Fearer, South 46° 48' 45" East 231.00 feet to a ¾-inch pipe;

THENCE with line of said Fearer, South 54° 51' 25" East 322.52 feet to a tree snag with a ¾-inch pipe set and a 6-foot metal "T" post set as witness on a line of Fearer;

THENCE with line of said Fearer, South 64° 52' 50" East 362.43 feet to a ¾-inch bar;

THENCE with line of said Fearer, North 17° 22' 50" East 621.07 feet to a ¾-inch bar (found);



Instrument 200300005895 OR Book 2855 Page 247

THENCE with line of said Fearer, North 05° 30' 05" East 358.11 feet to a ¾-inch bar (found), a corner to Albert Merschat (DB. 1330 P. 570);

THENCE with line of said Merschat, South 52° 56' 55" East 908.48 feet to a ¾-inch pipe set;

THENCE with line of said Merschat, South 46° 12' 05" West 129.00 feet to a ¾-inch pipe set;

THENCE with line of said Merschat, South 52° 56' 55" East 150.00 feet to a ¾-inch pipe set;

THENCE with line of said Merschat, North 45° 54' 35" East 129.00 feet to a point on the West side of Caney Valley Road;

THENCE to the center of said Caney Valley Road, South 56° 18' 55" East 8.96 feet to a railroad spike (found);

THENCE with line of said Caney Valley Road, South 39° 17' 50" West 152.64 feet to a railroad spike set a corner to Albert Merschat (DB. 1330 P. 570);

THENCE with line of said Merschat South 63° 43' 50" West 326.82 feet to a 18-inch double white oak on a line of said Merschat;

THENCE with line of said Merschat, South 31° 39' 40" West 176.81 feet to a point on a line of Merschat;

THENCE with line of said Merschat, North 44° 53' 15" West 16.67 feet to a ¾-inch pipe;

THENCE with line of said Merschat, South 53° 10' 10" West 123.00 feet to a ¾-inch pipe, a corner to Parkinson Ferry Rod and Gun Club DB. 681 P. 290);

THENCE with line of said Parkinson Ferry Rod and Gun Club, North 57° 18' 15" West 270.00 feet to a ¾-inch pipe set;

THENCE with line of said Parkinson Ferry Rod and Gun Club, South 30° 57' 20" West 150.00 feet to a ¾-inch pipe set;

THENCE with line of said Parkinson Ferry Rod and Gun Club, South 57° 18' 15" East 350.00 feet to a 1-inch bar (found);

THENCE with line of said Parkinson Ferry Rod and Gun Club, South 57° 18' 15" East 28.41 feet to a railroad spike set in the center of Caney Valley Road;

THENCE with line of said Caney Valley Road, having a chord bearing of South 19° 56' 00" West 199.93 feet and a radius of 580.20 feet to a point in the center of Caney Valley Road;

THENCE with line of said Caney Valley Road, South 18° 55' 30" West 224.46 feet to a railroad spike set in the center of Caney Valley Road, a corner to Randall Myers (RB. 64 P. 185);

THENCE with line of said Myers, North 77° 07' 35" West 91.94 feet to a point;



Instrument 200.300005895 OR Book 2855 Page 248

THENCE North 58° 14' 25" West 155.00 feet to a ¾-inch bar (found);

THENCE North 76° 12' 35" West 172.67 feet to a 1-inch bar (found);

THENCE North 35° 21' 35" West 128.26 feet to a point in the center of a private road;

THENCE South 85° 40' 30" West 226.74 feet to a ½-inch pipe (found), a corner to Henry DeAmbroggi (DB. 1180 P. 170);

THENCE with line of said DeAmbroggi, North 61° 56' 10" West 454.88 feet to a ¾-inch pipe set;

THENCE with line of said DeAmbroggi, South 37° 52' 30" West 112.00 feet to a 20-inch beech;

THENCE with line of said DeAmbroggi, South 19° 02' 55" East 199.84 feet to a planted stone;

THENCE with line of said Deambroggi, South 80° 03' 35" East 129.49 feet to a point;

THENCE South 61° 57' 30" West 363.11 feet in all to a point;

THENCE South 26° 57' 15" East 141.06 feet to a point;

THENCE South 66° 55' 20" West 78.26 feet to a point;

THENCE South 59° 40' 50" West 219.22 feet to a point;

THENCE South 78° 34' 10" West 198.78 feet to a point;

THENCE South 84° 59' 05" West 152.30 feet to a point;

THENCE South 41° 12' 45" West 72.05 feet to a point;

THENCE South 34° 00' 45" West 66.63 feet to a ¾-inch pipe set;

THENCE North 49° 43' 50" West 110.50 feet to a ¾-inch pipe set;

THENCE North 88° 08' 35" West 236.47 feet to a ¾-inch pipe set, a corner to Paul Humberson (DB. 1219 P. 1050);

THENCE with line of said Humberson, North 03° 07' 10" West 965.66 feet to a double red oak with a ¾-inch pipe set as witness;

THENCE with line of said Humberson, North 07° 53' 05" West 950.72 feet to a 20-inch maple called for in Humberson deed;

THENCE with line of said Humberson, South 81° 29' 10" West 257.38 feet to a ¾-inch bar (found);

THENCE with line of said Humberson, North 69° 18' 15" West 299.72 feet to a ¾-inch pipe set, a corner to Allen Whyel (DB. 1258 P. 406);



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Witness the hand and seal of the Grantor

WITNESS:





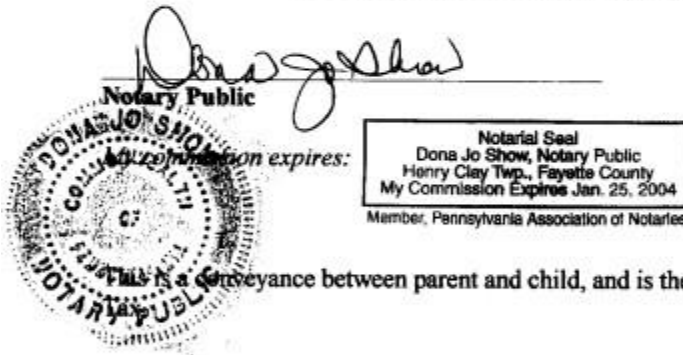
Commonwealth of Pennsylvania
County of Fayette

On this 11 day of March, 2003 before me, the undersigned officer,
personally appeared

FERN MYERS

known to me, or satisfactorily proven to be the person whose name is subscribed to the within
instrument, and acknowledged executing the same for the purpose contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal



200300005895
Filed for Record in
FAYETTE COUNTY, PA
DAVID G. MALOSKY
03-28-2003 At 01:35 pm.
DEED 44.00
OR Book 2855 Page 243 - 249

This is a conveyance between parent and child, and is therefore exempt from Real Estate Transfer

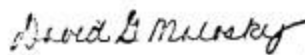
Certificate of Residence

I, Dona Jo Show, do hereby certify that the **GRANTEES** precise residence is:

108 Stormer Road, Indiana, Pennsylvania, 15071.

Witness my hand this 11 day of March, 2003.
I hereby CERTIFY that this document is
recorded in the Recorder's Office of
Fayette County, Pennsylvania.




DAVID G. MALOSKY
RECORDER OF DEEDS







AMENDED
APPLICATION

Use Value Assessment of Farm Land and Forest Land Under
Act 319 (as amended by Act 156 of 1998) - Clean and Green

PA Department of Agriculture Form AAO-82

Instrument ~~200300025504~~ Book Page
2886 1583
Parcel ID 16-20-0073

This application amends
the clean and green agreement
recorded in Book 2861 - Page
173

FAYETTE COUNTY, PENNSYLVANIA

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Any questions regarding the proper completion of this application are to be directed to the Fayette County Assessment Office by calling (724) 430-1350.

1. This application must be completed and executed by all owners of the property for which application is being made. Should the property be titled in the name of a corporation, the application must be executed by the individual authorized by corporate resolution to do so. Should the property be titled to an entity other than a corporation, the application must be executed by an individual duly authorized to act on behalf of that entity. A copy of the appropriate corporate resolution or authorization must be attached to this application.
2. All signatures on this application must be notarized. This application may be filed in person or by mail with the Fayette County Assessment Office. The office address is: Fayette County Courthouse, 61 E. Main Street, Uniontown, Pennsylvania 15401-3514.
3. Act 319 of 1974 was amended by Act 156 of 1998, and requires that this application be RECEIVED by the Assessment Office on or before **June 1st** of the year immediately preceding the tax year for which the property owner wants to enroll the property. Exception: In a year when a county implements a county-wide reassessment, or a county-wide reassessment of enrolled land, the application deadline shall be extended to either a date 30 days after the final order of the county Board of Assessment Appeals, or by **October 15** of the same year, whichever date is sooner. This deadline is applicable regardless of whether judicial review of the order is sought.
4. A one-time application and recording fee must be remitted by separate checks with this application. The application fee is payable to "County of Fayette," and the recording fee is payable to "Fayette County Recorder of Deeds." The fee schedule is listed below. Call the Assessment Office if you need help calculating your fee.
5. If the landowner changes the use to an ineligible use, the roll-back tax, plus six percent interest (compounded annually) will be charged against all parcels/deeds included in the application. Landowners who request any portion of their land to be declared ineligible for Use Value assessment must attach a site map showing the location and boundaries of the proposed ineligible land.
6. Qualification for enrollment of your property into the Clean and Green preferential assessment program is determined by meeting the minimum requirements established for any one of three land use categories: Agricultural Use, Agricultural Reserve, or Forest Reserve. The specific eligibility requirements are described in the Fayette County Clean and Green booklet, "Understanding the Clean and Green Program." The program is administered by the county. **ALL QUESTIONS MUST BE ANSWERED.** You may attach separate explanatory sheets should you feel your responses require additional detail.

This application complies with the uniform standards developed for use value assessment applications by the Commonwealth of Pennsylvania, Department of Agriculture - Form AAO-82. For more information, refer to Act 156 of 1998 and the Department of Agriculture's Rules and Regulations. You may obtain these documents from the Department of Agriculture.



Please print or type.

OWNER INFORMATION	Property Identification Number(s) (district, map, and parcel)			Daytime Telephone
	Parcel 16-20-0023			(215) 295-3202 EXT 129
	Last Name (individual or entity representative)	First	Initial	Home Telephone
	Myers	Curtis	E	(724) 344-5886
	Last Name (individual or entity representative)	First	Initial	Land for which application is being made is owned by (✓):
	Myers	Dolores	A.	
Last Name (individual or entity representative)			First	Initial
Last Name (individual or entity representative)			First	Initial
			☒ Individual ☐ Partnership ☐ Corporation ☐ Institution ☐ Cooperative ☐ Other (explain) _____	
Entity: partnership, corporation, institution, cooperative, or other name (if applicable)				
Mailing Address - Street				
108 STORMER ROAD				
Mailing Address - City, State, ZIP				
INDIANA, PA 15701				
Location Address - Street, City, Town /Borough				
County				
School District				
361 CANBY VALLEY ROAD MARKLETSBURG, PA 15701				

CLEAN AND GREEN APPLICATION AND RECORDING FEES

- ☐ Application Fee (check payable to "County of Fayette") \$50
☐ Basic Recording Fee (check payable to "Fayette County Recorder of Deeds") \$14
Supplemental Fees: Each additional name over four \$ 2

Anonymous Application

\$ 19.00



Instrument **200300025504** OR **2006** Book **1584** Page

LAND
INFO

1. List the total number of acres represented on this application (if known). 131.5 Acres
2. Is the land currently assessed under Act 515 (1965 P.L. 1292, No. 515) (P.S. § 11941 et seq.)? ☐ Yes ☒ No
3. Is the land in this application leased for minerals? ☐ Yes ☒ No
If "yes," please circle or specify. Gas Coal Stone Other _____
4. Under which category do you intend to apply (check all that apply)?
 - ☒ **Agricultural Use** (Land in agricultural production for at least three years preceding the application for use-value assessment, and is either (1) comprised of 10 or more contiguous acres or (2) if less than 10 acres, is an individual tract of land contiguous to an eligible tract of land 10 acres or more in size or has anticipated yearly gross agricultural production income of at least \$2,000.)
 - ☐ **Agricultural Reserve** (Land that is open space land. In order to qualify, the land must be at least 10 contiguous acres in area, non-commercial, and must be open to the public for outdoor recreation or enjoyment of the land's scenic or natural beauty. The owner may not charge for public access to his or her property.)
 - ☐ **Forest Reserve** (Land that is presently stocked with trees such that the land is capable of producing annual growth of 25 cubic feet per acre, and the land is either (1) comprised of 10 or more contiguous acres, (2) if less than 10 acres, is an individual tract of land contiguous to an eligible tract of land 10 acres or more in size, or (3) if less than 10 contiguous acres, is used as a farm woodlot and adjoins land that is in agricultural use and has the same owner as the farm woodlot.)
5. If you have documentation supporting soil types or timber types, such as a conservation plan or a forestry management plan, please supply copies of this information with your application. This is not, however, a requirement for submitting an application.
6. For any additional land you own which might be eligible for use-value assessment, but for which you do not intend to apply, list amount of acreage. _____
7. Has the land represented on this application been actively devoted to agricultural use for the past three (3) years?
☒ Yes ☐ No. Agricultural use is defined as "land which is used for the purpose of producing an agricultural commodity or is devoted to and meets the requirements and qualifications for payments or other compensation pursuant to a soil conservation program under an agreement with an agency of the Federal government [at least 51% of tillable land must be farmed]."



I hereby CERTIFY that this document is recorded in the Recorder's Office of Fayette County, Pennsylvania.

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The applicant for use-value assessment hereby agrees, if the application is approved for use-value assessment, to submit 30 days written notice to the County Assessor of a proposed change in use of the land, a change in ownership of any portion of the land, any type of division or conveyance of the land, or commencement of direct commercial sales of agriculturally-related products and activities on the enrolled land. The applicant for use-value assessment acknowledges that, if the application is approved for use-value assessment, it will remain in effect continuously until the land owner changes the use from the approved category or until an ineligible split or separation occurs. At that time, a roll-back tax, plus interest (72P.S. § 5490.5a) shall be paid for a period not to exceed seven (7) years. All owners of record must sign this application in the presence of a notary.

The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her, and to the best of his/her knowledge and belief is true and correct.

Curtis E. Myers
Print Owner Name (Individual)

Curtis E. Myers 8-16-03
Signature Date

Dolores A. Myers
Print Owner Name (Individual)

Dolores A. Myers 8-15-03
Signature Date

Print Owner Name (Individual)

Signature Date

Print Owner Name (Individual)

Signature Date

Print Officer Name (Entity: partnership, corporation, institution, cooperative, or other)

Signature Date

N
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Y

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF FAYETTE : SS.

On this, the 15th day of August, 2003, before me, a Notary Public, the herein signed,

did personally appear Curtis E. Myers and Dolores A. Myers

known to me (or

satisfactorily proven) to be the person whose name is sworn and subscribed and executed the same for the purposes therein contained.

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

Notary Public: Jacquelyn Hathaway

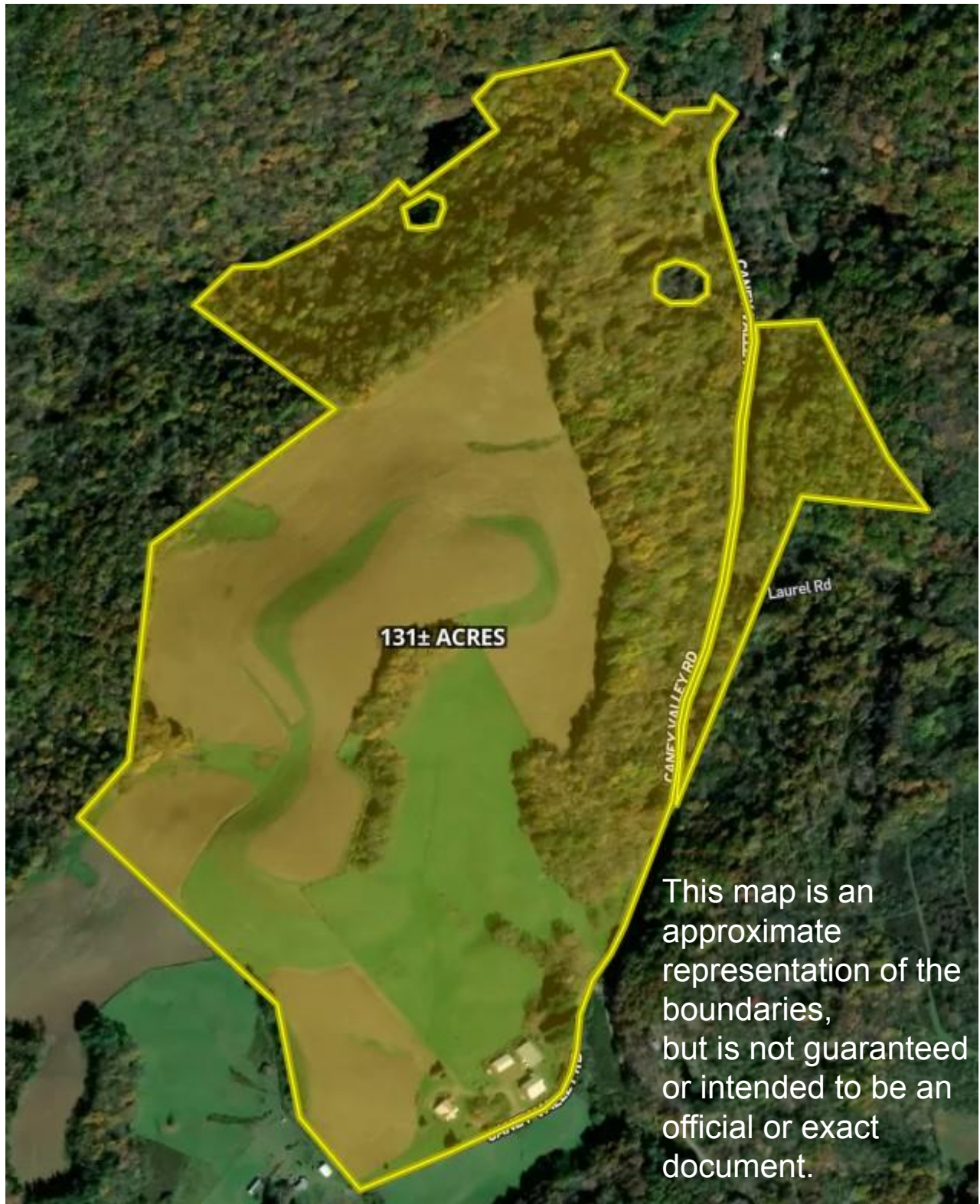
Notary: Please attach additional sheets, if needed.

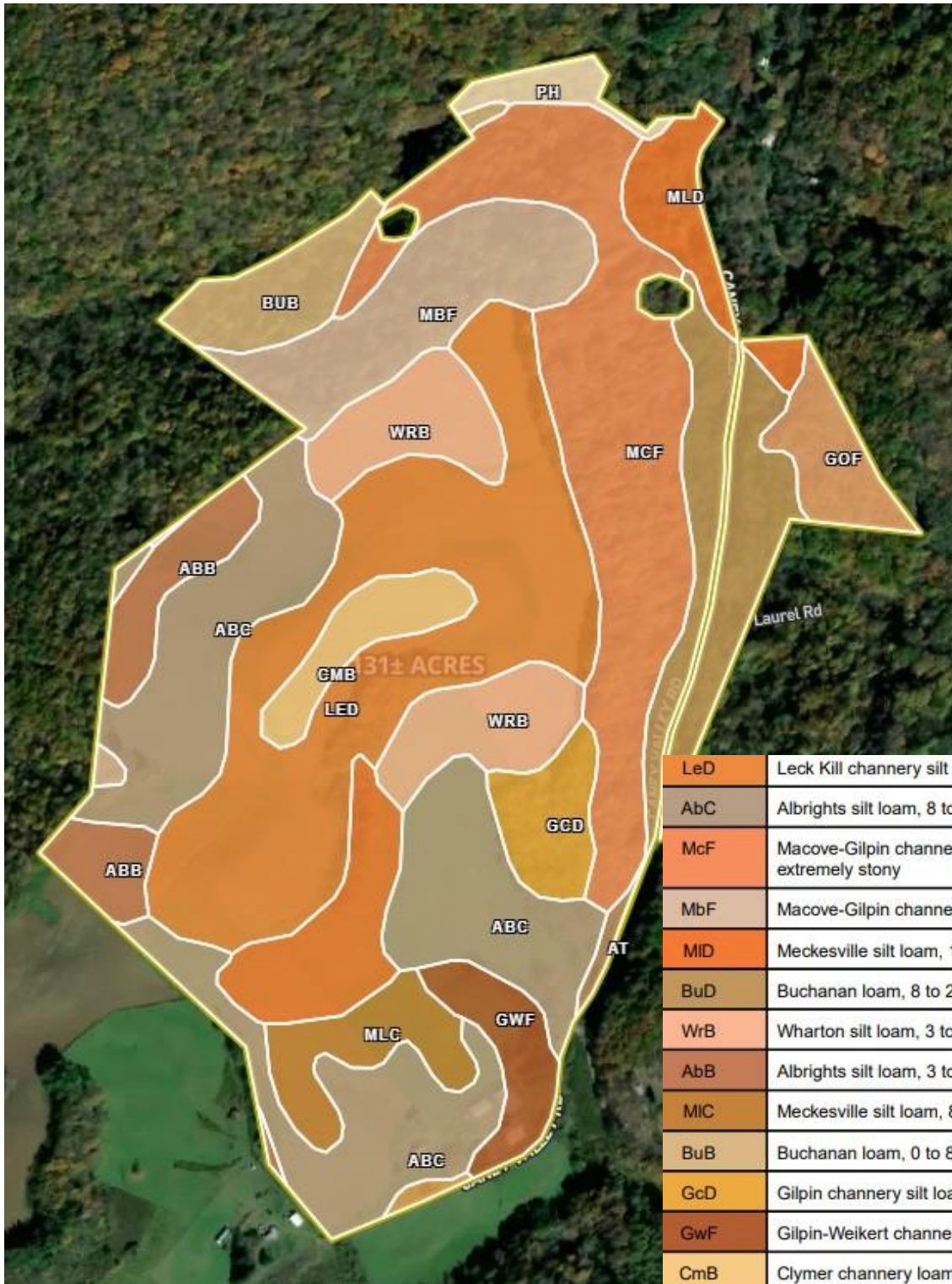
My Commission Expires: (SEAL)

NOTARIAL SEAL
Jacquelyn Hathaway, Notary Public
Indiana County, Indiana, PA
My Commission Expires, July 05, 2004

OFFICIAL USE ONLY

☐ Agricultural Use	Deed Book/Page
☐ Agricultural Reserve	Deed Book/Page
☐ Forest Reserve	Date Received
☐ Disapproved	Initials





This map is an approximate representation of the boundaries, but is not guaranteed or intended to be an official or exact document.

LeD	Leck Kill channery silt loam, 15 to 25 percent slopes
AbC	Albrights silt loam, 8 to 15 percent slopes
McF	Macove-Gilpin channery silt loams, 35 to 70 percent slopes, extremely stony
MbF	Macove-Gilpin channery silt loams, 35 to 70 percent slopes, bouldery
MID	Meckesville silt loam, 15 to 25 percent slopes
BuD	Buchanan loam, 8 to 25 percent slopes, extremely stony
WrB	Wharton silt loam, 3 to 8 percent slopes
AbB	Albrights silt loam, 3 to 8 percent slopes
MIC	Meckesville silt loam, 8 to 15 percent slopes
BuB	Buchanan loam, 0 to 8 percent slopes, extremely stony
GcD	Gilpin channery silt loam, 15 to 25 percent slopes
GwF	Gilpin-Weikert channery silt loams, 25 to 70 percent slopes
CmB	Clymer channery loam, 3 to 8 percent slopes
GoF	Gilpin-Rock outcrop complex, 45 to 100 percent slopes
Ph	Philo loam, 0 to 3 percent slopes, occasionally flooded
At	Atkins silt loam, 0 to 3 percent slopes, frequently flooded
WrD	Wharton silt loam, 15 to 25 percent slopes



OWNED BY:

Curtis E. Myers

LOCATED AT:

361 Caney Valley Rd, Markleysburg, PA 15459

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$25,000 or — % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Seller(s) when the property is struck down, and the balance, without interest, on or before December 8, 2026 when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 2 % plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Fayette County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
 - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
 - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
 - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
 - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
 - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
 - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
 - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing.
10. **Settlement Considerations** | The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer.
11. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
12. This agreement shall survive closing.
13. This agreement may be signed and transmitted by email.
14. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



SELLER'S PROPERTY DISCLOSURE STATEMENT

SPD

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

1 **PROPERTY** 361 Caney Valley Rd, Markleysburg, PA 15459

2 **SELLER** Curtis E. Myers

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or
7 that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end
8 of its normal useful life is not by itself a material defect.

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

3 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**
4 **inspections or warranties** that Buyer may wish to obtain. **This Statement is not a warranty of any kind by Seller or a warranty or rep-**
5 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
6 about the condition of the Property that may not be included in this Statement.

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

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

4 COMMON LAW DUTY TO DISCLOSE

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

8 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

2 _____ DATE _____

3 Seller's Initials CEM / 7/24/20 Date _____

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Buyer's Initials _____ / _____ Date _____



Hurley Real Estate and Auctions, 2880 Buchanan Trail East Greenville PA 17225
Daniel Robison

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (717) 597-9100

Fax:

www.hurfil.com

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rev. 3/21; rel. 7/21



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

1. SELLER'S EXPERTISE

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the Property and its improvements?
- (B) Is Seller the landlord for the Property?
- (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: _____

	Yes	No	Unk	N/A
A		☒		
B		☒		
C		☒		

2. OWNERSHIP/OCCUPANCY

(A) Occupancy

1. When was the Property most recently occupied? current
2. By how many people? 1
3. Was Seller the most recent occupant?
4. If "no," when did Seller most recently occupy the Property? _____

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

1. The owner
2. The executor or administrator
3. The trustee
4. An individual holding power of attorney

(C) When was the Property acquired? 2001

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

Explain Section 2 (if needed): _____

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

3. CONDOMINIUMS/PLANNED COMMUNITIES/HOMEOWNERS ASSOCIATIONS

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

(B) Type. Is the Property part of a(n):

1. Condominium
2. Homeowners association or planned community
3. Cooperative
4. Other type of association or community _____

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

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

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

1. Community Name _____
2. Contact _____
3. Mailing Address _____
4. Telephone Number _____

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

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

4. ROOFS AND ATTIC

(A) Installation

1. When was or were the roof or roofs installed? 2009
2. Do you have documentation (invoice, work order, warranty, etc.)?

(B) Repair

1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
2. If it or they were replaced or repaired, were any existing roofing materials removed?

(C) Issues

1. Has the roof or roofs ever leaked during your ownership?
2. Have there been any other leaks or moisture problems in the attic?
3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or downspouts?

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

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

Seller's Initials QEM 7-20-20 Date _____

SPD Page 2 of 11

Buyer's Initials _____ / _____ Date _____



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- Does the Property have a sump pit? If "yes," how many?
- Does the Property have a sump pump? If "yes," how many?
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

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

(B) Water Infiltration

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

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

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

(A) Status

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

	Yes	No	Unk	N/A
A1		✓		
A2		✓		
B1		✓		
B2	✓	✓		

(B) Treatment

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

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

TERMITES 2 YEARS

7. STRUCTURAL ITEMS

(A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?

(B) Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the Property?

(C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof(s), basement or crawl space(s)?

(D) Stucco and Exterior Synthetic Finishing Systems

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

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

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

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

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

8. ADDITIONS/ALTERATIONS

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

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/NA)	Final inspections/ approvals obtained? (Yes/No/Unk/NA)
Great room and garage	2008	Yes	NA

Seller's Initials HEM 7-30-26 Date _____ SPD Page 3 of 11 Buyer's Initials _____ / _____ Date _____



162 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
163 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

164	165	166	167	168	169	170	171	172
Addition, structural change or alteration		Approximate date of work	Were permits obtained? (Yes/No/Unk/N/A)	Final inspections/ approvals obtained? (Yes/No/Unk/N/A)				

173 ☐ A sheet describing other additions and alterations is attached.
174 (B) Are you aware of any private or public architectural review control of the Property other than zoning
175 codes? If "yes," explain: _____

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

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

187 9. WATER SUPPLY

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

- 189 1. Public
190 2. A well on the Property
191 3. Community water
192 4. A holding tank
193 5. A cistern
194 6. A spring
195 7. Other _____
196 8. If no water service, explain: _____

197 (B) General

- 198 1. When was the water supply last tested? When drilled - everything was good
199 Test results: No Problems
200 2. Is the water system shared?
201 If "yes," is there a written agreement?
202 4. Do you have a softener, filter or other conditioning system?
203 5. Is the softener, filter or other treatment system leased? From whom? _____
204 6. If your drinking water source is not public, is the pumping system in working order? If "no,"
205 explain: _____

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

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

209 (D) Well

- 210 1. Has your well ever run dry?
211 2. Depth of well 160'
212 3. Gallons per minute: 15, measured on (date) _____
213 4. Is there a well that is used for something other than the primary source of drinking water?
214 If "yes," explain _____
215 5. If there is an unused well, is it capped?

Spring House Feeds outdoor buildings

216 Seller's Initials LM Date 7.20.16 SPD Page 4 of 11 Buyer's Initials _____ / _____ Date _____



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

(E) Issues

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

	Yes	No	Unk	N/A
E1		☒		
E2		☒		

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

10. SEWAGE SYSTEM

(A) General

- Is the Property served by a sewage system (public, private or community)?
- If "no," is it due to unavailability or permit limitations?
- When was the sewage system installed (or date of connection, if public)? 1971
- Name of current service provider, if any: NA

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

(B) Type Is your Property served by:

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

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

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

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

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

(D) Tanks and Service

- Are there any metal/steel septic tanks on the Property?
- Are there any cement/concrete septic tanks on the Property?
- Are there any fiberglass septic tanks on the Property?
- Are there any other types of septic tanks on the Property? Explain
- Where are the septic tanks located? 15' from Southeast corner house
- When were the tanks last pumped and by whom?

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

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

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

	Yes	No	Unk	N/A
E1		☒		
E2				☒

(F) Sewage Pumps

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

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

(G) Issues

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

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

Seller's Initials CSM 7-20-26 Date

SPD Page 5 of 11

Buyer's Initials / Date

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

11. PLUMBING SYSTEM

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

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

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

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

If "yes," explain:

12. DOMESTIC WATER HEATING

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

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
- If "yes," is the tank owned by Seller?
5. Solar
- If "yes," is the system owned by Seller?
6. Geothermal
7. Other wood stove in basement can also heat water

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

(B) System(s)

1. How many water heaters are there? 1
Tanks ☒ Tankless
2. When were they installed? 2016
3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

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

If "yes," explain:

13. HEATING SYSTEM

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

1. Electric RADIANT IN ORIGINAL HOUSE
2. Natural gas
3. Fuel oil
4. Propane - IN ADDITION - HOT AIR
- If "yes," is the tank owned by Seller?
5. Geothermal
6. Coal
7. Wood
8. Solar shingles or panels
- If "yes," is the system owned by Seller?
9. Other: pellet stove in great room

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

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

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

Seller's Initials Don, J & J Date

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Buyer's Initials / Date

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334 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

		Yes	No	Unk	N/A
336	8. Pellet stove(s)	☒			
337	How many and location? <u>Grnd room</u>				
338	9. Wood stove(s)		☒		
339	How many and location? <u>basement</u>				
340	10. Coal stove(s)		☒		
341	How many and location?				
342	11. Wall-mounted split system(s)		☒		
343	How many and location?				
344	12. Other:		☒		
345	13. If multiple systems, provide locations				
346					
347	(C) Status				
348	1. Are there any areas of the house that are not heated?		☒		
349	If "yes," explain:				
350	2. How many heating zones are in the Property? <u>3</u>				
351	3. When was each heating system(s) or zone installed? <u>RAADON HEAT 1971 from 2008</u>				
352	4. When was the heating system(s) last serviced? <u>2025</u>				
353	5. Is there an additional and/or backup heating system? If "yes," explain:				
354	<u>THEY BACKUP WITH OTHER</u>				
355	6. Is any part of the heating system subject to a lease, financing or other agreement?		☒		
356	If "yes," explain:				
357	(D) Fireplaces and Chimneys				
358	1. Are there any fireplaces? How many?		☒		
359	2. Are all fireplaces working?				☒
360	3. Fireplace types (wood, gas, electric, etc.):				☒
361	4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?				☒
362	5. Are there any chimneys (from a fireplace, water heater or any other heating system)?	☒			
363	6. How many chimneys? <u>2 wood burning and pellet stove</u>				
364	7. When were they last cleaned? <u>YEARLY</u>				
365	8. Are the chimneys working? If "no," explain:	☒			
366	(E) Fuel Tanks				
367	1. Are you aware of any heating fuel tank(s) on the Property?				
368	2. Location(s), including underground tank(s): <u>PROPHE 3 House, basement</u>				
369	3. If you do not own the tank(s), explain: <u>Leased to Miller</u>				
370	(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"				
371	explain:				
372	14. AIR CONDITIONING SYSTEM				
373	(A) Type(s). Is the air conditioning (check all that apply):				
374	1. Central air	☒			
375	a. How many air conditioning zones are in the Property? <u>3</u>				
376	b. When was each system or zone installed? <u>2008</u>				
377	c. When was each system last serviced? <u>LAST YEAR 2025</u>				
378	2. Wall units		☒		
379	How many and the location?				
380	3. Window units		☒		
381	How many?				
382	4. Wall-mounted split units		☒		
383	How many and the location?				
384	5. Other		☒		
385	6. None				
386	(B) Are there any areas of the house that are not air conditioned?				
387	If "yes," explain:				
388	(C) Are you aware of any problems with any item in Section 14? If "yes," explain:		☒		
389					

390 Seller's Initials COM 1/20/24 Date _____ SPD Page 7 of 11 Buyer's Initials _____ / _____ Date _____



Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

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

(B) What is the system amperage? 200

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

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

	Yes	No	Unk	N/A
A1		✓		
A2	✓			
A3		✓		
3a				✓
3b				✓
B				
C		✓		
D		✓		

16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

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

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

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

17. POOLS, SPAS AND HOT TUBS

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

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

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

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

(C) Explain any problems in Section 17: _____

	Yes	No	Unk	N/A
A				
A1				
A2				
A3				
A4				
A5				
A6				
A7				
B				
B1				
B2				

Seller's Initials [Signature] Date _____

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Buyer's Initials _____ / Date _____

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

18. WINDOWS

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

	Yes	No	Unk	N/A
A	☒	☐	☐	☐
B	☐	☒	☐	☐

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

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

Replaced 2008

19. LAND/SOILS

(A) Property

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

	Yes	No	Unk	N/A
A1	☐	☒	☐	☐
A2	☐	☒	☐	☐
A3	☐	☒	☐	☐
A4	☐	☒	☐	☐
A5	☐	☒	☐	☐

Note to Buyer: The Property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

(B) Preferential Assessment and Development Rights

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

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

	Yes	No	Unk	N/A
B1	☐	☒	☐	☐
B2	☐	☒	☐	☐
B3	☐	☒	☐	☐
B4	☐	☒	☐	☐

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

(C) Property Rights

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

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

	Yes	No	Unk	N/A
C1	☒	☐	☐	☐
C2	☐	☒	☐	☐
C3	☐	☒	☐	☐
C4	☐	☒	☐	☐
C5	☐	☐	☐	☐

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

Explain any "yes" answers in Section 19:

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- Are you aware of the presence on the Property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

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

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Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

(B) Boundaries

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

	Yes	No	Unk	N/A
B1		✓		
B2	✓			
B3		✓		
3a		✓		✓
3b				✓
B4				

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

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

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

(A) Mold and Indoor Air Quality (other than radon)

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

	Yes	No	Unk	N/A
A1		✓		
A2		✓		

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

(B) Radon

- Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
- If "yes," provide test date and results
- Are you aware of any radon removal system on the Property?

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

(C) Lead Paint

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

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

	Yes	No	Unk	N/A
C1		✓		
C2		✓		

(D) Tanks

- Are you aware of any existing underground tanks?
- Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1		✓		
D2		✓		

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

If "yes," location:

	Yes	No	Unk	N/A
E		✓		

(F) Other

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

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

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

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

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

	Yes	No	Unk	N/A
A1		✓		
A2		✓		

Seller's Initials cmj 7-20-24 Date

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568 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to the
569 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

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

573 (B) Financial

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

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

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

581 (C) Legal

582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
583 erty?

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

585 (D) Additional Material Defects

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

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

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

595 Explain any "yes" answers in Section 22: _____
596 _____

597 23. ATTACHMENTS

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

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

600 ☐ _____
601 ☐ _____
602 ☐ _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER Curtis E. Mages DATE 7-20-20
609 SELLER _____ DATE _____
610 SELLER _____ DATE _____
611 SELLER _____ DATE _____
612 SELLER _____ DATE _____
613 SELLER _____ DATE _____

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

619 BUYER _____ DATE _____
620 BUYER _____ DATE _____
621 BUYER _____ DATE _____



RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

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

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

1 **PROPERTY** 361 Caney Valley Rd, Markleysburg, PA 15459

2 **SELLER** Curtis E. Myers

3 **LEAD WARNING STATEMENT**

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

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

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

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

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

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

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

11 **SELLER'S DISCLOSURE**

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

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

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

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

16

17 **SELLER'S RECORDS/REPORTS**

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

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

20 or about the Property. (List documents):

21

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

23 **SELLER** Curtis E. Myers **DATE** _____

24 **SELLER** _____ **DATE** _____

25 **SELLER** _____ **DATE** _____

26 **BUYER**

27 **DATE OF AGREEMENT** _____

28 **BUYER'S ACKNOWLEDGMENT**

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

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

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

32 Buyer has (initial one):

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

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

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

36 paint hazards.

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

38 **BUYER** _____ **DATE** _____

39 **BUYER** _____ **DATE** _____

40 **BUYER** _____ **DATE** _____

41 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

42 **KMH** Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint

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

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

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

46 **BROKER FOR SELLER (Company Name)** Hurley Real Estate and Auctions

47 **LICENSEE** Kaleb Hurley **DATE** _____

48 **BROKER FOR BUYER (Company Name)** _____

49 **LICENSEE** _____ **DATE** _____



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Legacy Realty, Inc., 2000 Buchanan Trail East Greensville, PA 17225
Matthew Hurley

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Phone: (717)597-9100

Fax: (717)597-9922



Buying Real Estate at auction is easy and fun. We are dedicated to providing the best possible experience for our buyers.

- Do your homework! Inspect the property and review the information packet. We want you to be comfortable and confident about your purchase.
- What does the term “Reserve” mean? Under a reserve auction, the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid.
- What does the term “Absolute” mean? In an absolute auction, the property will be sold to the last and highest bidder regardless of price.
- Do I need to pre-qualify? No. We normally do not require any pre-qualification to bid. However, if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Financing information can be found within this packet.
- You will need a down payment as described in the general information section.
- The auction will begin promptly at the scheduled time. You should arrive at least 30 minutes early to register with our staff. You will need your driver’s license or another form of photo ID.
- Listen carefully to all announcements made on the day of the auction. Please ask any questions you may have.
- When the auction actually begins, the auctioneer will ask for bids. He will say numbers until someone in the crowd agrees to offer the amount asked for. For example, the auctioneer may ask for \$250,000 and he may need to come down to \$225,000 until somebody agrees to bid. At this point the auction begins and the bidding begins to go up. The auctioneer will call out the next bid he is looking for. If you are willing to pay that amount, simply raise your hand. There may be several people bidding at first, so don’t be shy—raise your hand. If you feel the auctioneer doesn’t see you, don’t be afraid to wave your hand or call out. Eventually everyone will drop out but one bidder. At this point, if the property reaches an amount approved by the seller, the property will be sold to the high bidder. If it doesn’t reach a price acceptable by the seller, the high bidder may then negotiate with the seller.
- If you are the winning bidder, you will then be declared the purchaser and will be directed how to finalize the sale by signing the sales agreement and paying the required down payment.
- It is the Buyer’s responsibility to schedule the settlement with the desired settlement company. If you need assistance in locating one near you, please let us know.



Acceptable Methods of Payment

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

Example Bank Letter of Guarantee:

Date: (Date of letter)

To: Hurley Real Estate and Auctions
2800 Buchanan Trail East
Greencastle, PA 17225

Re: (Full name of customer requesting Letter of Guarantee)

This letter will serve as your notification that the (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of \$_____.

Drawn on account # (Customer's account number).

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer
Title
Bank & Location
Office Phone #



HURLEY
FARM & LAND REAL ESTATE

FINANCING

Purchasing a property at auction has never been easier!

In fact, each year real estate auctions become more and more popular. The following financial institution/mortgage companies are familiar with the auction process and have representatives available to pre-qualify and assist you in all your real estate auction financing needs.



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C 717-830-0332
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SETTLEMENTS

The following settlement companies are familiar with the auction process and have representatives available to assist you in all your real estate auction settlement needs.



Nathan C. Bonner — Title Agent

2021 E Main St, Waynesboro, PA 17268
983 Lincoln Way E, Suite 1, Chambersburg, PA 17201
(717) 762-1415 or (717) 263-5001
nathan@buchanansettlements.com
www.buchanansettlements.com



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210 Lincoln Way West, McConnellsburg, PA 17233 • 717.485.9244

17A W. Baltimore Street, Greencastle, PA 17225 • 717.593.9300





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SETTLEMENTS



"An Attorney At Every Settlement"
Real Estate Settlement Services, Inc.

Clinton T. Barkdoll | Attorney/Title Agent

9 East Main Street, Waynesboro, PA 17268

Phone

717-762-3374

Fax

717-762-3395

Email

clint@kullalaw.com



Real Estate Settlement Services, Inc.
19 Fifth Avenue
Chambersburg, PA 17201

717-446-0739
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Signature
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T R I - S T A T E



Lesa N. Davis | 301-471-4839 | LesaDavis@TriStateSettlements.com

TriStateSettlements.com | 301-797-0600 | 1185 Mt Aetna Rd, Hagerstown, MD 21740

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HURLEY
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ABOUT US

Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.

Hurley Real Estate and Auctions is a full-service auction company offering real estate and personal property auctions. We specialize in farm, land, and home real estate auctions. We also handle personal property auctions, farm sales, and estate and/or business liquidations. Having sold over 3,000 properties, Hurley Real Estate and Auctions has vast experience selling real estate and is the first choice for the Mid-Atlantic region.

When you sell your land with Hurley Real Estate & Auctions, you're getting more than a service—you're getting a strategic partner with deep roots in the land. With over 3,000 successful sales, we know how to deliver results. Our award-winning marketing team customizes every campaign to attract serious, qualified buyers, and our full-time, passionate staff is dedicated to helping you achieve top dollar—quickly and with integrity.

Our mission is to provide a better way to sell and buy real estate. We lead with integrity, experience, and transparency to deliver excellent results with every auction.



**Your *land*,
your *legacy*,
sold *right*.**



Matthew Hurley AU003413L • Kaleb Hurley AU006233 • AY002056
Matthew Hurley, Broker: PA RM421467; MD 597462; WV WVB230300885
Kaleb Hurley, Agent: PA RS360491; MD 5009812