



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

**SITE INVESTIGATION AND PERCOLATION
TEST REPORT FOR ONLOT DISPOSAL OF SEWAGE**

INSTRUCTIONS FOR COMPLETION OF THIS FORM ARE LOCATED ON THE REVERSE SIDE

Application No. _____ Municipality Leacock Township County Lancaster
 Site Location 35 S Harvest Road Subdivision Name Hohenwater
 SUITABLE Soil Type hagerst Slope 2% Depth to Limiting Zone 62 Ave. Perc. Rate 24.3
 UNSUITABLE Mottling Seeps or Poned Water Bedrock Fractures Coarse Fragments
 Perc. Rate Slope Unstabilized Fill Floodplain Other _____

SOILS DESCRIPTION:

Soils Description Completed by: Dale L. High Date: 2-09-24

Inches	Description of Horizon
0 TO 11	10YR 4/3 dark brown silt loam topsoil
11 TO 32	5YR 4/6 yellow red silty clay loam
	medium blocky friable 5-10%cf
32 TO 62	7.5YR5/6 brown silty clay loam
	weak medium sub friable 5-10% cf
	bedrock

PERCOLATION TEST:

Percolation Test Completed by: Dale L. High Date: 2-27-24

Weather Conditions: Below 40°F 40°F or above Dry Rain, Sleet, Snow (last 24 hours)
 Soil Conditions: Wet Dry Frozen

Hole No.	***		Reading Interval	Reading No. 1:	Reading No. 2:	Reading No. 3:	Reading No. 4:	Reading No. 5:	Reading No. 6:	Reading No. 7:	Reading No. 8:
	Yes	No		Inches of drop	Inches of drop	Inches of drop	Inches of drop	Inches of drop	Inches of drop	Inches of drop	Inches of drop
1	#		10 / 30	1.50	1.50	1.50	1.25				
2	#		10 / 30	1.50	1.50	1.50	1.25				
3	#		10 / 30	1.50	1.50	1.50	1.25				
4	#		10 / 30	1.25	1.25	1.25	1.00				
5	#		10 / 30	1.75	1.75	1.75	1.50				
6	#		10 / 30	1.50	1.50	1.50	1.25				

***Water remaining in the hole at the end of the final 30-minute presoak? Yes, use 30-minute interval; No, use 10-minute interval.

Calculation of Average Percolation Rate:

Hole No.	Drop during final period	Perc. Rate as Minutes/Inch	Depth of Hole
1	1.25 "	24	20 "
2	1.25 "	24	" "
3	1.25 "	24	" "
4	1.00 "	30	" "
5	1.50 "	20	" "
6	1.25 "	24	" "
TOTAL OF MIN / IN →		146	= 24.3
TOTAL NO. OF HOLES →		6	

Min
Inch

The information provided is the true and correct result of tests conducted by me, performed under my personal supervision, or verified in a manner approved by DEP.
 (S) _____
 Sewage Enforcement Officer

CONDITIONS OF SALE

The Conditions of the present public sale, held this 27th day of April, 2024, are as follows:

1. **SELLER.** This sale is held on behalf of the Estate of Florence M. Hohenwarter, hereinafter referred to as "Seller," the present owner of the Premises as hereinafter set forth.
2. **PREMISES.** The property to be sold, a 0.9-acre vacant lot, Leacock Township, Lancaster County, Pennsylvania, being more fully described in a Deed recorded in Lancaster County in Deed Book 5280, Page 698, hereinafter referred to as the "Premises," is more particularly described on Exhibit "A" attached hereto.
3. **PURCHASE AND DOWN PAYMENT.** The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the Premises being struck off to him (all references to Purchaser as contained herein is deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form). He shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down Ten Thousand Dollars (\$10,000.00) as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Seller and shall not be held in escrow.
4. **REBIDDING.** If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.
5. **TITLE.** The balance of the Purchase Price shall be paid at settlement, as hereinafter set forth. Upon this payment, the Seller shall convey to the Purchaser, by fiduciary warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments or cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises.
6. **SETTLEMENT.** Settlement shall be held at the Law Office of James R. Clark, 277 Millwood Road, Lancaster, Pennsylvania, on or before June 28, 2024 which time shall be of the essence of this Agreement (unless some other time and place of settlement and closing agent shall be agreed upon by the Seller and the Purchaser). Possession shall be given to Purchaser at settlement.
7. **COSTS.**
 - a. Purchaser shall pay acknowledgments to deed.
 - b. All required state and local realty transfer taxes shall be paid by Purchaser.
 - c. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.

- d. Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.
- e. Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.
- f. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to a deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purposed to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller.

8. **BROKER PARTICIPATION FEE.** Seller is offering a one (1%) percent broker participation to any Pennsylvania-licensed broker, if broker has pre-registered their clients **prior** to the auction, and if the broker's client is the successful high bidder at the auction **and** closes on the terms and conditions of sale and purchaser's agreement.

9. **REJECTION OF BIDS.** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from the sale and/or to adjourn the sale to a future date or dates.

10. **FINANCING.** The sale of the Premises and the Purchaser's obligation under these Conditions of Sale, shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Premises, nor shall they be contingent upon the sale of any other real estate owned by the Purchaser.

11. **SURVEY.** Any survey, if desired or required by Purchaser shall be made at Purchaser's expense.

12. **EMINENT DOMAIN AND EASEMENTS.** The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Sellers' receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

13. **CONDITION OF PROPERTY.** At settlement, the Premises and all its appurtenances shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS," with no representation, guarantee or warranty regarding the condition of the Premises.* In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing or upon any specific results obtained from such inspection or testing.

14. **ZONING.** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises or the uses of the Premises that may be permitted under local ordinances and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **FORMAL TENDER.** Formal tender of deed and purchase money is waived.

16. **DISBURSEMENT FEE.** Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

17. **FIRE INSURANCE.** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller or any mortgagee or other loss payee therefor. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

18. **PURCHASERS' DEFAULT.** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

- a. To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is resold; and/or
- b. To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present

Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

19. **SUMMARY OF CONDITIONS.** The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for the sale of the Premises.

20. **PARTIES BOUND.** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.

21. **INTENT.** This Agreement represents the whole Agreement between the parties. Any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

22. **SURVIVAL OF TERMS AND CONDITIONS.** These Conditions of Sale shall survive the settlement of the within-described Premises and shall be binding upon the parties hereto and their respective heirs, successors and executors.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

SELLER:

ESTATE OF FLORENCE M. HOHENWARTER

David A. Hohenwarter, Co-Executor

Daryl R. Hohenwarter, Co-Executor

PURCHASER'S AGREEMENT & RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises. The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of

(\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on this 27th day of April, 2024, intending to be legally bound hereby.

Purchaser Name (print)

Purchaser Name (print)

Purchaser Signature

Purchaser Signature

Purchaser Address

Purchaser Phone Number

The undersigned acknowledges receipt from Purchaser on behalf of Seller
\$ _____ Dollars, representing the
down payment for the Purchase of the Premises.

By: _____
David A. Hohenwarter, Co-Executor

By: _____
Daryl R. Hohenwarter, Co-Executor

EXHIBIT "A"

Parcel I.D. # 350-84878-0-0000

ALL THAT CERTAIN lot or tract of land situate on the southeast side of South Harvest Road (T-692) in Leacock Township, Lancaster County, Pennsylvania, being known as Lot No. 1 as shown on a plan prepared by J.C. Engineering Surveying, Inc., dated February 23, 1979, drawing number 79015, recorded in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania, in Subdivision Plan Book J-112, Page 129, and being more fully bounded and described as follows:

BEGINNING at a P.K. nail (found) in the centerline of South Harvest Road; thence extending along land now or late of Ray E. Hohenwarter and crossing an iron pin located 16.90' southeast of the beginning point, South 44 degrees, 32' East, 200.00', to an iron pin (found) in line of land now or late of John B. Stoltzfus; thence along the same the following two courses and distances: (1) South 32 degrees, 59' West, 200.00' to an iron pin (found) and (2) crossing an iron pin located 16.90' southeast of terminus of this course, North 44 degrees, 32' West, 200.00' to a P.K. nail (found) in the centerline of South Harvest Road; thence along the same, North 32 degrees, 59' East, 200.00' to a P.K. nail (found), the place of **BEGINNING**.