



83 Keefertown Road, Watsonstown, PA

Beiler-Campbell Auction Services, (hereinafter “**Auctioneer**”), as agent for Seller, will offer 83 Keefertown Road, Watsonstown , Northumberland County, Pennsylvania 17777, consisting of approximately 49.82 acres, (hereinafter “**Property**”) for sale by auction on Wednesday, May 8, 2024 (unless the time is extended or changed by mutual agreement of the parties) according to the following terms and conditions:

1. At auction, Auctioneer may revise the printed Property materials by written supplement and announce revisions to the auction process. Auctioneer may accept or decline any bid, any challenge to any bid or bidding increment, as Auctioneer may determine in its sole discretion.

2. BIDDER IS BIDDING ON THE PROPERTY IN “AS IS” CONDITION WITH ALL FAULTS INCLUDING BOTH LATENT AND PATENT DEFECTS AND ALL SALES ARE FINAL. Seller and Auctioneer are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Property including, without limitation, the existence of hazardous waste, or the suitability of Property for Bidder’s intended use. Bidder shall independently verify all information and reports regarding any aspect or feature of the Property provided by Auctioneer. Neither Seller nor Auctioneer guaranty the accuracy of any information or reports provided on the Property. The Property is open to thorough public inspection and making a bid is an acknowledgement that each bidder has had ample opportunity to, and has either inspected or elected not to inspect the Property.

3. Auctioneer reserves the right to withdraw the Property or any portion thereof before the auction.

4. Only registered Bidders may bid on the Property being sold, any exceptions to this requirement shall be within the sole discretion of Auctioneer. No allowances, adjustments, or rescission of sale will be allowed based upon failure of the Property to correspond to a particular need.

5. To the fullest extent permitted by law, Bidder agrees to indemnify, defend and hold harmless Auctioneer, Seller and their agents, contractors and employees, and hereby releases Auctioneer, Seller and their agents, contractors and employees from any and all claims, damages, liability, causes of action, judgments, expenses (including reasonable attorneys’ fees and reasonable attorneys’ fees on appeal) arising out of or in any way connected with the auction or the Property. Neither Auctioneer nor Seller will be liable to Bidder for any damages relating to

or arising out of the auction or the Property, including direct, indirect, consequential, special or incidental damages.

6. Bidder shall look only to Seller as to all matters regarding the Property and any contract to purchase the Property. Auctioneer shall not be liable in any way if (a) Seller fails or refuses to deliver marketable title at closing or (b) with regard to any feature, condition or aspect of the Property, or lack thereof.

7. Buyer understands that the current legal description of the property may not be entirely accurate due to the moving of Keefertown Road in 2018.

8. If Bidder is the highest bidder, prior to leaving the auction, Bidder must pay a **deposit in the amount of \$70,000.00** by cash or certified check and must execute an Agreement of Sale. The required deposit shall be held in a trust account until closing and shall be non-refundable, except in the event of Seller's default, but applicable to the purchase price. Bidder furthermore agrees at the conclusion of the auction to sign all required sales and purchase contracts pertaining to the purchase of the Property. Bidder and Seller agree that settlement must occur **no later than July 8, 2024**. Bidder understands and acknowledges that they shall be responsible for the payment of the two (2%) percent transfer tax. One percent (1%) broker participation offered to realtors with buyers. All realtors must pre-register buyers at least 48 hours prior to the auction.

9. In the event Bidder defaults under the terms of this document, Auctioneer, may cancel the sale, retaining as liquidated damages all payments made by the successful Bidder, including the deposit made by the Bidder. In any action to enforce Bidder's obligations and/or recover damages, Auctioneer shall be entitled to recover its reasonable attorneys' fees, expenses, and costs of suit incurred in such action, including its reasonable attorneys' fees on appeal.