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AMOS L. AND SUSAN J. FISHER
PUBLIC AUCTION

OF

7 ACRES OF WALLACE ROAD,
NEW HOLLAND, PA 17522

— June 26, 2018 —

CONDITIONS OF SALE

The terms and conditions of the present public sale (herein also “**Conditions**”), held Tuesday, June 26, 2018, (herein also “**Public Sale Date**”), are as follows:

1. **SELLER:** This sale is held on behalf of **Amos L. and Susan J. Fisher**, husband & wife, (herein also “**Seller**”), of 148 Maple Drive, New Holland, PA 17522 and it is the present owner of the herein-described Premises as of the Public Sale Date as more fully described herein.

2. **PREMISES:** The real property to be sold (herein also “**Premises**”) is commonly known as 7 acres of Wallace Road, East Earl Township, Lancaster County, PA 17522(having Tax Account No. 200-25914-0-0000), and it is more particularly described in the legal description that is attached hereto and marked “**Exhibit 1**”, which is made a part hereof and incorporated herein by reference.

A. **No Survey Warranty:** Seller does NOT warrant or guarantee the perimeter of the Premises.

B. **Sale Disclaimers:**

(1) **No warranties:** All announcements made the day of the auction sale shall take precedence over any printed material except these Conditions. **The Premises, Tract, and Lot is sold “AS IS”, and with all faults and NO expressed or implied warranties of any kind or nature whatsoever.** All information regarding said Premises, Tract, and Lot for sale are from sources deemed reliable, but **NO WARRANTIES OR REPRESENTATIONS ARE MADE** by the Seller, Auctioneer, or their respective affiliates, employees, title searchers, Board Members, attorneys, agents, or representatives as to the accuracy or reliability thereof, and same is subject to errors, omissions, accidents, or other conditions.

(2) **Buyer Due Diligence:** All bidders are encouraged to inspect the Premises prior to placing any bid, and each successful high bidder, as a Purchaser,

acknowledges and agrees that said Purchaser has had a reasonable opportunity prior to the Auction to inspect and examine the title and condition of the Premises and make inquiries of applicable governmental authorities pertaining to said Purchaser's proposed use of the Property and as Buyer otherwise deems necessary or desirable. **Prospective purchasers must rely upon their OWN investigations and due diligence** and, thus, the Seller, Auctioneer, and their respective affiliates, employees, title searchers, Board Members, attorneys, agents, and representatives are not responsible for errors, omissions, accidents, or other conditions. **The Seller (in its absolute sole discretion) reserves the right to change, alter, supplement, modify, or amend these Conditions with respect to the Premises prior to, at, or during the auction.** Neither the Seller nor the Auctioneer, nor their respective affiliates, employees, title searchers, Board Members, attorneys, agents, or representatives, has any obligation to update these Conditions or information contained herein. **PRIOR TO COMMENCEMENT OF BIDDING FOR THE PREMISES TO BE SOLD AT THE AUCTION, The BIDDER MUST REVIEW THESE CONDITIONS OF SALE AND ATTACHED PURCHASERS'S AGREEMENTS PREPARED BY THE SELLER'S ATTORNEY, AND EVERY AND ALL BIDDERS WHO PURCHASE THE PREMISES EACH HEREBY (1) ACKNOWLEDGES READING THESE CONDITIONS AND THE PURCHASER'S AGREEMENTS IN FULL PRIOR TO THE COMMENCEMENT OF BIDDING AT THE AUCTION, OR (2) WAIVES THE RIGHT TO DO SO BY EXECUTING A PURCHASER'S AGREEMENT.**

3. **PURCHASE AND DOWN PAYMENT:** The Auctioneer, Beiler-Campbell Auction Services (herein also "**Auctioneer**") will 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 for said Premises shall be the Purchaser of the Premises upon the Premises being struck off to the highest bidder at the highest bid (herein also "**Purchase Price**"). The highest bidder (herein also "**Purchaser**" or "**Buyer**") for each Premises shall immediately thereafter execute and deliver to the Seller, the Purchaser's Agreement for the Premises attached to these Conditions, and shall pay down ten percent (10%) of the Purchase Price (herein also "**Down Payment**") as security for the performance of the terms and conditions of these Conditions and the Purchaser's Agreement. The Purchaser acknowledges that all Down Payments shall be paid to the Seller at the conclusion of the bidding for the applicable Premises, and shall NOT be held in escrow. **All Down Payments are nonrefundable under any and all circumstances.** Checks for all Down Payments will be deposited the next business day. The Seller reserves the right to refuse all post-dated checks. Post-dated and undated checks shall be conclusively deemed to be dated on the date of this sale, viz., June 26, 2018. **All checks should be made payable to "Good & Harris, LLP", who will hold the monies in escrow until settlement or other disposition of same in accordance with these Conditions and Purchaser's Agreement, or applicable law.** The Purchaser further acknowledges that the Premises is NOT being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof, other contingencies, or post-Auction due diligence by the Purchaser.

4. **REBIDDING UPON DISPUTES:** If any dispute arises among bidders, the Premises shall immediately be put up for renewal of bidding by the Auctioneer.

5. **REJECTION OF BIDS OR WITHDRAWAL FROM SALE:** The Seller reserves the right to reject any and all bids. The Seller reserves the right to withdraw the Premises (or any portion thereof including, but not limited to, the entire Premises, purport,

lot, property, or any part of the Premises) from sale; to adjourn the sale to a future date or dates; or both.

A. **Competitive Bidding:** Competitive bidding is an essential element of an auction sale such as this one, and all auction sales should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which are to stifle fair competition and chill the bidding, is against public policy and will cause the sale and any executed Purchaser's Agreement to be terminated, rescinded, or set aside in the Auctioneer's, Seller's, or court of competent jurisdiction's sole discretion, either before or after the execution of these Conditions and Purchaser's Agreement. Collusion and bid rigging may constitute state or Federal crimes punishable by imprisonment, fines, or both. The Seller will report all illegal conduct to applicable law enforcement agencies and cooperate with any prosecution.

6. **PAYMENT AND TITLE:** The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by **special warranty deed** or deeds prepared at the Purchaser's expense, good and marketable fee simple title to the Premises, insurable without exception at regular rates by a title insurance company licensed to do business in the Commonwealth of Pennsylvania and selected by the Seller in its sole discretion, free and clear of all liens and encumbrances **except as noted in these Conditions**, but also subject to existing wall rights; easements; building or use restrictions; zoning, land, and subdivision regulations; encroachments of cornices, trim, and spouting over property boundaries; or encroachments of any kind within the legal width of public highways; and also subject to all easements, encumbrances, encroachments, or other matters that would be apparent upon reasonable physical inspection of the Premises (or applicable portion thereof). This Paragraph only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any survey, title search, or title insurance, at the Seller's expense or otherwise. The acceptance of a deed by a Purchaser at settlement or otherwise shall constitute and be deemed and considered full compliance by the Seller of all the terms and conditions of these Conditions and said Purchaser's Agreement on the part of the Seller to be performed. The costs of any survey, title search, or title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as also set forth in Paragraph 7 hereof.

A. **Exceptions to Title:** The Premises are being sold subject to all liens, encumbrances, and exceptions publicly recorded in the Lancaster County Courthouse or elsewhere; described in these Conditions; described in any of the title searches, deeds, easements, instruments, documents, and other information attached to or incorporated in these Conditions (including, without limitation, all exhibits attached hereto and incorporated herein); and as follows:

(1) **Other General Exceptions:** In addition to all other provisions herein, and by executing the applicable Purchaser's Agreement attached hereto, the Purchaser agrees that any and all portions of the Premises that said Purchaser purchases at the Auction and in accordance with these Conditions and the Purchaser's Agreement, are subject to all laws, ordinances, codes, rules, and regulations of applicable governmental authorities pertaining to the ownership, use, and occupancy of said Premises, including, but not limited to (when applicable), zoning, land use, building codes, and Condominium Association Documents, and the said Purchaser agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of

record now on the Premises; (ii) the state of facts which would be shown by a current survey or inspection of the Premises; (iii) any matter created by or through Purchaser; (iv) any title matters that Purchaser has accepted or is deemed to have accepted as set forth in these Conditions and the Purchaser's Agreement; (vi) all such matters disclosed in or incorporated in these Conditions; and (vi) such other items that will not make the Premises unusable or unmarketable for the purposes for which the Premises is currently used.

7. **SETTLEMENT:** Settlement shall be held at the **Law Offices of Bradford J. Harris, Esquire, 132 West Main Street, New Holland, Pennsylvania 17557** on or before **August 23, 2018**, (herein also "**Settlement Date**"). All deadlines and times described in these Conditions and the Purchaser's Agreement shall be of the essence and strictly complied with. Possession of the Premises shall be given to the respective Purchaser at settlement therefor. Formal tender of deed and purchase money are hereby waived.

8. **COSTS:** The costs related to this public sale, and the settlement on the Premises (or any portion thereof), shall be paid as follows:

A. The Purchaser shall provide and pay:

(1) All required state and local realty transfer taxes.

(2) Any survey, if desired or required by the Purchaser, other than a survey required to provide Seller with an adequate legal description.

(3) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Purchaser's Premises, unless expressly contracted for in writing by the Seller.

(4) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.

(5) Preparation of other documents including, but not limited to, deeds, mortgages, and bills of sale for personal property (if any), and payment of all fees and other costs with respect to purchase of their respective Premises and settlement therefor (and not enumerated hereafter to be paid by the Seller) including, but not limited to, attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against the Purchaser or the Seller, unless expressly contracted for in writing by the Seller.

B. The Seller shall provide or pay for:

(1) Acknowledgments to deed.

(2) Water and sewer rents, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to the Purchaser.

(3) A legally adequate description and preparing, obtaining, or recording of releases or other documents (but not including surveys) reasonably required in

order to make the Seller's title to the Purchaser's respective Premises insurable at regular rates by a title insurance company of the Seller's choice licensed to business in the Commonwealth of Pennsylvania.

C. Real estate taxes upon the Purchaser's respective Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

9. **EMINENT DOMAIN AND EASEMENTS:** Except as otherwise described in these Conditions, the Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of state highway plans in the Recorder's Office, and no orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises (or any part thereof) of which the Seller has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than the Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises (or any portion thereof), or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises (or any part thereof) after the date hereof shall in no way affect a Purchaser's obligation to purchase their respective Premises as highest bidder thereof; provided that said 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. In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement Date, the Purchaser shall be entitled to receive same. The Seller shall be under no obligation to defend against or appear in any such action, provided that the Seller provides the applicable Purchaser with notice of the institution of such action no later than 15 days after the Seller's receipt of notice thereof, and in such event, the Seller shall reasonably cooperate in the Purchaser's defense of or appearance in such action, at the Purchaser's sole expense.

10. **CONDITION OF THE PREMISES AND FIXTURES:** At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for the following: ordinary reasonable wear and tear; damages of any kind for which full or partial recovery may be had under the Seller's or a Purchaser's insurance; damages of any kind occurring after possession of any portion of the Premises has been given to a Purchaser; damages arising from any condition of the Premises existing on the Public Sale Date; damages of any kind arising from any taking of the Premises by eminent domain; or any combination of the foregoing.

A. **Premises Are Sold "AS IS":** Notwithstanding any Seller's Disclosure Statement attached hereto or other disclosures herein, by execution of the Purchaser's Agreement, the Purchaser acknowledges that the Purchaser has had a full and complete opportunity to inspect the Premises. **The Premises and all parts thereof are being sold unto the Purchaser "AS IS", with all faults and with NO representation, guarantee, or warranty (express or implied) regarding the condition of the Premises (or any part thereof) or any improvement or structure located on the Premises (or any part thereof)** including, but not limited to, structural integrity, roof, appliances, electrical system, heating system, plumbing system, water system, sewage disposal system, hazards, or hazardous or toxic substances, materials, or wastes (or any portion any of the foregoing). **"WHAT YOU SEE" IS WHAT THE PURCHASER GETS, AND NO MORE.** Any Radon or

Lead-Based Paint Disclosure attached hereto notwithstanding, **NO representation is made and NO implied or express warranty is given (a) regarding the presence or absence of any radon, lead paint, or hazardous or toxic substances, materials or wastes; or (b) that the Premises (or any portion thereof) is in compliance with any Federal, state, or local environmental or other laws, rules, or regulations.**

B. In the event any repair or improvement to or any inspection or testing of the Premises or portion thereof is desired by any Purchaser or by any lender proposing to provide any Purchaser with financing for the purchase of the Premises or any portion thereof, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. The Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing, and to impose such conditions upon any permitted repair, improvement, inspection, or testing as the Seller deems appropriate including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreements shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

C. The Purchaser releases, holds harmless, and indemnifies the Seller, Auctioneer, and their respective affiliates, employees, attorneys, title searchers, agents, and representatives (and their respective personal representatives heirs, successors, and assigns) from any and all claims, damages, actions, or causes of action (including, without limitation, for personal injuries or death, and all of the consequences thereof, whether now known or not) due to, arising from, or may arise from any radon, lead paint, defect, hazard, condition of the Premises (or any portion thereof), or hazardous or toxic substances, materials or wastes, with respect to the Premises (or any portion thereof); and such release, hold harmless, and indemnification further includes the Purchaser's agreement to pay the Seller, and its above-named successors and representatives, any and all costs and expenses (including, without limitation, engineer, expert, and attorney fees) incurred by the Seller (or any or all of its above-named successors and representatives) regarding the foregoing claims, damages, actions, and causes of action.

11. **DISCLOSURES AND THE REAL ESTATE SELLER DISCLOSURE ACT:** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. '1021, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. **The Purchaser further acknowledges that the Act provides for damages in the event such disclosures are not made. Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 10 of these Conditions of Sale.** The Purchaser further acknowledges that the auctioneer has not made any specific representations regarding the Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser

releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

12. **LEAD BASE PAINT DISCLOSURE & WAIVER OF RISK ASSESSMENT:**

This notice is provided (to the extent applicable) pursuant to the requirements of regulations promulgated by the *United States Environmental Protection Agency* (herein also “EPA”), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. Any disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchaser’s Agreement attached to these Conditions, the Purchaser acknowledges that he has reviewed the information as set forth in any disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with any applicable pamphlet required by the cited regulations about the dangers of lead poisoning. Any attached disclosure may contain a waiver of risk assessment. **The Purchaser acknowledges that the Premises and all portions thereof are sold “AS IS”, and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards, regardless of any requirements of said regulations. The Purchaser releases, holds harmless, and indemnifies the Seller, Auctioneer, and their respective affiliates, employees, attorneys, title searchers, agents, and representatives (and their respective personal representatives heirs, successors, and assigns) from any and all claims, damages, actions, or causes of action (including, without limitation, for personal injuries or death, and all of the consequences thereof, whether now known or not) due to, arising from, or may arise from any lead-based paint or other hazards or defects in the Premises (or any portion thereof); and such release, hold harmless, and indemnification further includes the Purchaser’s agreement to pay the Seller, and its above-named successors and representatives, any and all costs and expenses (including, without limitation, engineer, expert, and attorney fees) incurred by the Seller (or any or all of its above-named successors and representatives) regarding the foregoing claims, damages, actions, and causes of action.** The Seller has no knowledge concerning the presence of lead-based paint or similar hazards.

13. **RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth’s crust. Descendants of Radon gas are called “Radon daughters”, or “Radon progeny”. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house or other structure has a Radon problem, it can usually be cured by increased ventilation, preventing Radon entry, or both. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call 1-800-23RADON or (215) 369-3590. The Purchaser acknowledges that Purchaser has the right to have the buildings or other structures on the Premises (or any portion thereof) inspected to determine if Radon gas or daughters are present. **The Purchaser waives this right and agrees to accept the Premises “AS IS”, with NO certification or warranty from the Seller or Auctioneer. The Purchaser releases, holds harmless, and indemnifies the Seller, Auctioneer, and their respective affiliates, employees, attorneys, title searchers, agents, and representatives (and their respective personal representatives heirs, successors, and assigns) from any and all claims, damages, actions, or causes of action (including, without limitation, for personal**

injuries or death, and all of the consequences thereof, whether now known or not) due to, arising from, or may arise from the presence of Radon or any other gases in any building or structure on the Premises (or any portion thereof) and such release, hold harmless, and indemnification further includes the Purchaser's agreement to pay the Seller, and its above-named successors and representatives, any and all costs and expenses (including, without limitation, engineer, expert, and attorney fees) incurred by the Seller (or any or all of its above-named successors and representatives) regarding the foregoing claims, damages, actions, and causes of action. The Seller has no knowledge concerning the presence or absence of Radon.

14. **ZONING AND LOCAL ORDINANCES:** The parties acknowledge that **NO representation whatsoever is made concerning zoning of the Premises (or any portion thereof), or the uses of the Premises (or any portion thereof) that may be permitted under state or local ordinances, and that the Purchaser has satisfied himself or herself that the zoning of the Premises (and all portions being purchased by the Purchaser) is satisfactory for said Purchaser's contemplated uses thereof.** The Purchaser hereby waives any applicable requirement for the Seller to provide a certification of zoning classification prior to settlement pursuant to any applicable law, including, but not limited to, the Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **INCLUSIONS WITH PREMISES:** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises (or any portion thereof), including if any, but not limited to woodlands. No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in any Seller's Disclosure Statement attached hereto or disclosures herein, setting forth the condition of any items of household goods or other personal property, shall be interpreted as representing that the same shall be included in the sale of the Premises (or any portion thereof), unless such items are specifically listed in this Paragraph.

16. **EXCLUSIONS FROM PREMISES:** The following items are expressly excluded from the sale and will be removed from the Premises by the Seller prior to settlement, with the applicable portion of the Premises to be restored to reasonable condition by the Seller prior to settlement: **NONE.**

17. **FIRE INSURANCE:** The Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the respective 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 the Seller, or any mortgagee, or other loss payee thereof. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

18. **SEWAGE NOT AVAILABLE:** There is no community sewage system available for this tract. A permit for an individual sewage system may have to be obtained pursuant to the *Pennsylvania Sewage Facilities Act* (Act No. 537 of January 24, 1966 P.L. (1965) 1535; 35 P.S. Section 750.1 et seq). The Purchaser, if the Purchaser desires prior to this sale, can contact the Township Sewage Enforcement Officer before signing this Agreement to determine the procedure and requirements for obtaining a permit for an individual sewage system, if one has not already been obtained. Purchaser acknowledges that any such inquiry desired has been made, and this Agreement is executed on the date hereof by the parties hereto not conditioned upon the obtaining of any such approval, if not already obtained.

393 **19. PURCHASER'S DEFAULT:** In case of noncompliance by any Purchaser with any
394 term of these Conditions, the Seller shall have the option, in addition to all other remedies provided
395 by law, to exercise any one or more of the following remedies:
396

397 A. To retain the Purchaser's down money as liquidated damages and NOT as a
398 penalty, regardless of whether or not, or on what terms, the Premises (or any portion thereof)
399 is retained or resold; or
400

401 B. To resell the Premises (or any portion thereof) at public or private sale, with
402 or without notice to any present Purchaser, and to retain any advance in price, or hold a
403 present Purchaser liable for any loss resulting from such resale, meanwhile holding the down
404 money paid hereunder as security for payment of such loss.
405

406 By retaining any deposit or down monies, the Seller does not waive any right or remedies it may
407 have because of a Purchaser's default. It is intended hereby that all of the rights and remedies of the
408 Seller available either pursuant to the terms of these Conditions or the Purchaser's Agreement, or
409 under the law, equity, or otherwise, are cumulative with, concurrent with, and NOT exclusive of any
410 other right or remedy. The Purchaser who defaults or otherwise breaches their Purchaser's
411 Agreement or these Conditions agrees to reimburse and pay the Seller all costs and expenses
412 (including, without limitation, engineer, expert, and attorney fees) that the Seller incurs to enforce
413 the Purchaser's Agreement or these Conditions, regardless of whether legal action is commenced to
414 effect said enforcement.
415

416 **20. SUMMARY OF CONDITIONS:** The Purchaser acknowledges that these
417 Conditions were available for inspection by the Purchaser prior to the commencement of bidding and
418 sale of the Premises, that the Purchaser had an opportunity to review the full Conditions, and that
419 the Purchaser understands the contents thereof and all terms and conditions under which the
420 Premises (and all portions thereof) are being sold, agreeing to be bound by the full terms and
421 conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions
422 was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying
423 upon the public reading of the Conditions as a complete statement of the terms and conditions for
424 sale of the Premises (or any portion thereof).
425

426 **21. PARTIES BOUND:** These Conditions and the Purchaser's Agreement made
427 hereunder shall be binding upon the respective parties hereto and their respective personal
428 representatives, heirs, successors, and assigns. All references to the highest bidder, Buyer, or
429 Purchaser contained herein shall be deemed to refer to all Purchasers for the Premises, jointly and
430 severally, whether referred to in the singular or plural, or masculine or female, form.
431

432 **22. MISCELLANEOUS:** This Agreement represents the whole Agreement between
433 the parties, and any representations concerning the Premises (or any portion thereof), or otherwise,
434 made prior to the execution of the Purchaser's Agreement, are hereby superseded by these
435 Conditions of Sale and Purchaser's Agreements. No modification of these Conditions shall be valid
436 unless made in writing and executed with the same degree of formality as these Conditions and the
437 Purchaser's Agreement attached hereto. These Conditions and the Purchaser's Agreement were
438 executed and dated as of the Public Sale Date.
439

440 IN WITNESS WHEREOF, the Seller has executed these Conditions of Sale, intending to be
441 legally bound hereby, on the day and year first above written.
442

443 **Witness:**

444 _____

445 _____(SEAL)
446 **Amos L. Fisher, *Seller***

447 _____

448 _____(SEAL)
449 **Susan J. Fisher, *Seller***

450
451
452
453 % **BRADFORD J. HARRIS, ESQUIRE**
454 132 West Main Street
455 New Holland, PA 17557
456 (717) 354-4456
457 **brad@goodharris.com**

PURCHASER'S AGREEMENT & RECEIPT

Each of the undersigned purchasers, as the Purchaser of the Premises, intending to be legally bound hereby, acknowledges that the Purchaser has examined the Conditions of Sale (and all exhibits thereto) attached hereto, and that such were available for inspection by the Purchaser prior to the commencement of bidding at the Auction of the Premises; and each undersigned purchaser further agrees to be bound by the full terms thereof, further hereby acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises and hereby waiving any further right to examine the Conditions of Sale and this Purchaser's Agreement after signing below.

The undersigned Purchaser agrees to purchase the Premises described in the foregoing Conditions under the terms and conditions as therein set forth, for the sum of _____ Dollars (\$_____).

In the event the Purchasers (or any combination thereof) fail to make settlement as required in the foregoing Conditions of Sale, then in addition to and concurrent with any and all other remedies available to the Seller to enforce this Agreement and the Conditions of Sale (including, without limitation, an action at law, equity, or otherwise), each Purchaser hereby jointly, severally, and irrevocably authorizes any attorney of any court to appear for each Purchaser, or any combination of them, and to confess judgment or bring other action against each Purchaser (or any combination of them), jointly or severally, for all sums due hereunder, including (without limitation) any loss resulting from resale of the Premises (or any portion thereof) by the Seller, whether by private or public sale, with or without notice to any of the Purchasers, upon filing of a complaint or an affidavit of default under the terms hereof, together with (a) interest at the rate of Ten (10%) Percent per annum, (b) a collection fee equal to twenty-five percent (25%) of the amount then due, but in no event less than One Thousand Dollars (\$1000) Dollars, (c) all costs of suit, (d) release of heirs, (e) waiver of appeals, and also 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 of the Purchasers have executed this Agreement on June 26, 2018, intending to be legally bound hereby.

Purchaser's
Signature: _____ Address: _____

Purchaser's
Printed Name: _____ Cell Phone: _____

Home Phone: _____ Work Phone: _____

Purchaser's
Signature: _____ Address: _____

Purchaser's
Printed Name: _____ Cell Phone: _____

Home Phone: _____ Work Phone: _____

RECEIPT

The undersigned acknowledges receipt from the Purchaser(s) on behalf of the Seller the sum
of _____ Dollars
(\$ _____), representing the Down Payment of ten (10%) percent
of the Purchase Price for the purchase of the Premises.

GOOD & HARRIS, LLP

By:
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EXHIBIT 1
LEGAL DESCRIPTION

Description of Lot 2 on the Preliminary/Final
Plan for Amos L. Fisher in East Earl Township,
Lancaster County

ALL THAT CERTAIN tract or parcel of land situate on the east side of Township Route No. T-680, Wallace Road, being Lot 2 on the Preliminary/Final Plan for Amos L. Fisher, as recorded in Subdivision Document No. , in the Township of East Earl, County of Lancaster, Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

BEGINNING at a spike in Township Route No. T-680, Wallace Road, being the southwesternmost corner of the herein described tract; thence along the same the nine following courses and distances 1) North sixteen degrees eight minutes twenty-six seconds East (N.16°08'26"E.) a distance of one hundred sixty-five and fifty-eight hundredths feet (165.58') to a spike 2) on a line curving to the left with a radius of 500.00 feet, a central angle of 31 degrees 42 minutes 12 seconds, an arc distance of 276.66 feet, and a chord bearing of North zero degrees seventeen minutes twenty-one seconds East (N.00°17'21"E.) a distance of two hundred seventy-three and fifteen hundredths feet (273.15') to a spike 3) North fifteen degrees thirty-three minutes forty-five seconds West (N.15°33'45"W.) a distance of ninety-three and thirty-four hundredths feet (93.34') to a spike 4) on a line curving to the right with a radius of 3,000.00 feet, a central angle of 2 degrees 29 minutes 45 seconds, an arc distance of 130.69 feet, and a chord bearing of North fourteen degrees eighteen minutes fifty-three seconds West (N.14°18'53"W.) a distance of one hundred thirty and sixty-eight hundredths feet (130.68') to a spike 5) North thirteen degrees four minutes zero seconds West (N.13°04'00"W.) a distance of eighty-seven and sixty-one hundredths feet (87.61') to a spike 6) on a line curving to the left with a radius of 800.00 feet, a central angle of 10 degrees 02 minutes 45 seconds, an arc distance of 140.27 feet, and a chord bearing of North eighteen degrees five minutes twenty-two seconds West (N.18°05'22"W.) a distance of one hundred forty and nine hundredths feet (140.09') to a spike 7) North twenty-three degrees six minutes forty-five seconds West (N.23°06'45"W.) a distance of thirty-six and eighteen hundredths feet (36.18') to a spike 8) on a line curving to the left with a radius of 540.00 feet, a central angle of 22 degrees 24 minutes 15 seconds, an arc distance of 211.15 feet, and a chord bearing of North thirty-four degrees eighteen minutes fifty-two seconds West (N.34°18'52"W.) a distance of two hundred nine and eighty-one hundredths feet (209.81') to a spike 9) North forty-one degrees twelve minutes two seconds West (N.41°12'02"W.) a distance of seventy-nine and ninety hundredths feet (79.90') to a spike; thence along property of J. David Hostetter and Linda W. Hostetter the two following courses and distances 1) North eighty-five degrees thirty-three minutes six seconds East (N.85°33'06"E.) a distance of two hundred five and eight hundredths feet (205.08') to a concrete monument 2) South twenty-eight degrees sixteen minutes fifty-two seconds East (S.28°16'52"E.) a distance of one thousand one hundred nine and twenty-nine hundredths feet (1,109.29') to an iron pin; thence along property of Elwood R. Martin and Nancy M. Martin, husband and wife, the three following courses and distances 1)

580 South fifty-five degrees thirty-three minutes fifty-four seconds West (S.55°33'54"W.) a distance
581 of four hundred seventy and three hundredths feet (470.03') to an iron pin 2) North thirty-four
582 degrees fifty-five minutes fifty-five seconds West (N.34°55'55"W.) a distance of one hundred
583 four and seventy-three hundredths feet (104.73') to an iron pin 3) North seventy-three degrees
584 fifty-one minutes thirty-four seconds West (N.73°51'34"W.) a distance of twenty-five and four
585 hundredths feet (25.04') to the place of beginning.

586
587 CONTAINING in area six and nine hundred five thousandths (6.905) acres.

588
589 BEING a portion of the same property which The New Holland Borough Authority granted and
590 conveyed unto Amos L. Fisher and Susan J. Fisher, husband and wife, by deed dated January 21,
591 2014 and recorded in Document No. 6126941, Lancaster County Records.
592