

CONDITIONS OF SALE

1121 Letort Road
Conestoga, PA 17516

The Conditions of the present Public Sale of Real Property are as follows:

1. **Description of Property.** The property to be sold is all that certain lot of ground with improvements situate thereon, known as 1121 Letort Road, Conestoga, in the Township of Manor, County of Lancaster and Commonwealth of Pennsylvania, being more fully described in a Deed recorded in Lancaster County, Instrument Number 6572071, being tax parcel 410-65950-0-0000 (hereinafter "the Premises"). A copy of the legal description which more fully describes the Premises is attached hereto and made a part hereof as "Exhibit A".

2. **Down Payment.** The highest bidder shall be the Buyer upon the property being struck off to him or to her, and he or she shall immediately thereafter sign the Buyer's Agreement on these Conditions of Sale, and shall pay down Seventy-Five Thousand Dollars (\$75,000.00) as security for the performance of this Agreement which shall be paid directly to Seller. If any dispute arises among the bidders, the Property shall immediately be put up for renewal of bidding.

3. **Settlement Terms.** The balance of the Purchase Money shall be paid at settlement, which shall be held at the Law Office of James Clark, 277 Millwood Road, Lancaster, Pennsylvania 17603, on or before October 29, 2021 (unless some other time and place of settlement and closing agent shall be agreed upon by the Seller and the Buyer). Buyer shall pay the normal and customary fees for document preparation, title examination, conducting closing for the Premises, and issuing a title insurance policy for the within Premises. Upon payment the Seller shall convey to the Buyer, by Deed prepared at the Buyer's expense, title to the Premises free and clear of all liens and encumbrances not noted in these conditions, but subject to any existing wall rights, easements, rights-of-way, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim or spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

4. **Representations.** The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by filing of State Highway plans in the Recorder of Deeds Office affecting the Premises of which the Seller has knowledge; and that no part of the Premises, except any part within utility reserve strips in developments or legal limits of highways, is subject to any currently used or enforceable easement for any sewer, gas or water main, petroleum products pipeline, public storm sewer, or underground electric or telephone cable, not apparent upon reasonable physical inspection of the Premises or not recorded in the public records of Lancaster County, except as noted in these Conditions.

At settlement, the Premises shall be in substantially the same condition as at present,

except for (a) ordinary and reasonable wear and tear, (b) damage which occurs after possession has been given to the Buyer, or (c) any taking by eminent domain.

5. **Tender.** Formal Tender of Deed and purchase money are waived.

6. **Costs**

- a. Acknowledgments to the Deed shall be paid by the Seller, and all required state and local realty transfer taxes shall be paid by Buyer.
- b. Real estate taxes shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.
- c. Water and Sewer shall be apportioned to date of settlement or prior delivery of possession.
- d. Any disbursement or similar fees purported to be charged by Buyer's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Buyer.

7. **Condition of Premises.** Included in the sale are all rights, privileges and appurtenances affecting or benefitting the Premises.

The Buyer is advised that the Premises is sold on an "AS IS" basis with no warranties, express or implied, as to structural or functional soundness of any sewage system, water supply, electrical systems, heating system or plumbing system.

In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Buyer or by any lender proposing to provide Buyer with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Buyer. 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 Buyer'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.

8. **Fixtures.** All buildings, improvement, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale as well as gas, electric, oil, heating, plumbing, lighting, and water plants, fixtures and systems; water softeners; cook stoves and built-in ovens; laundry tubs, washing machines; dryers; central air conditioning systems; storm and fitted screen doors and windows; roller and venetian blinds; curtain and drapery rods and hardware; radio

and television aerials, masts and rotor equipment; radiator covers; cabinets; awnings; and any articles permanently annexed to the property not specifically mentioned. No personal property being sold at this sale is included with the real estate.

9. **Possession.** Possession shall be given to the Buyer at settlement.

10. **Risk of Loss.** Seller shall continue in force the present insurance on the Premises until delivery of deed or possession to Buyer, whichever first occurs. The Buyer is advised to insure his or her interest in the Premises immediately until delivery of deed or possession to the Buyer. In case of loss, the Seller shall credit on account of the Purchase Price at settlement, any insurance collected or collectible by Seller therefor.

11. **Reserve.** The Seller reserves the right to accept or to reject any or all bids. Seller reserves the right to withdraw the property from sale and/or to adjourn the sale to a future date or dates.

12. **Financing Contingency.** The sale of the Premises and the Buyer's obligation under these Conditions of Sale, shall not be contingent upon the Buyer'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 Buyer. Any survey, if desired or required by the Buyer, shall be made at Buyer's expense.

13. **Time of the Essence.** The said time for settlement and all other times or obligation under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.

14. **Liability of Auctioneer.** By executing these Conditions of Sale, the Seller and the Buyer agree that the Auctioneer shall not be liable in any way for the non-compliance herewith by either the Seller or the Buyer. The Buyer further acknowledges and agrees that he or she has examined the Premises which is the subject matter of the auction, and that the decision to purchase was based upon that examination and not on any representations made by the Auctioneer with respect to the condition of the Premises, and that the Auctioneer shall not be responsible in any way to the Buyer or his or her heirs, successors or assigns, for any condition discovered hereafter by him or her or any of them with respect to the Premises.

15. **Radon Gas.** The Seller has no knowledge concerning the presence or absence of Radon Gas on the Premises. The Buyer acknowledges and agrees that by executing these Conditions of Sale, he or she shall hold harmless the Seller and the Auctioneer from any and all liability should radon be present on or in the Premises.

16. **Warranties.** It is expressly warranted and agreed by the Seller and the Buyer that

the Premises has been inspected by the Buyer or his/her Agent, and that the Premises is being purchased as a result of such inspection and not as a result of any representations made by the Seller or any selling or other agent of the Seller, and that the Buyer is purchasing the Premises "AS IS", "WHERE IS" AND "WITH ALL FAULTS", without any obligation or liability thereto by the Seller. The Seller has no knowledge that the Premises contains any hazardous or toxic substances, but has made no independent investigation to that effect. The Seller makes absolutely no representation or warranty (express or implied) of any nature to the Buyer, that the Premises is free from hazardous or toxic substances, materials or waste which are or may be regulated by any federal, state or local governmental authority, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. The Buyer shall and does agree to fully indemnify and hold harmless the Seller and the Auctioneer from any and all liability or potential liability with relation to such matters and issues and the condition of the Premises as are set forth herein.

17. **Conditions of Property and Fixtures; RESPA Disclosures.** At settlement, the property and all its appurtenances and fixtures 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 Buyer's insurance, damage which occurs after possession has been given to the Buyer, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

Seller has no knowledge of any material defects in the Premises, including, by way of illustration and not limitation, the roof, basement, structure, plumbing, heating and air conditioning system (if any), electrical system, water supply system, sewage disposal system, land or soil, or any equipment and/or appliances included with the Premises. The Seller has no knowledge of the presence of termites or other wood destroying insects, the presence of any hazardous substances on the Premises, or any flooding of the premises. The Seller has not conducted any investigation or inspection of the Premises in order to ascertain the presence of any potential problem or defect. By execution of the Buyer's Agreement, the Buyer acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Buyer "AS IS" with no representation, guarantee or warranty regarding the condition of the premises, including, but not limited to, the electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.

18. **Lead Base Paint Disclosure and Waiver of Risk Assessment and Contingency.** This notice and waiver is provided pursuant to the requirement of regulations promulgated by the United States Environmental Protection Agency (hereinafter called EPA) 24 C.F.R. Part 35, and 40 C.E.R. Part 745. Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also

poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. The Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazard.

Regulations promulgated by the United States Environmental Protection Agency provides that any agreement for the sale of real estate shall be contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 9:00 p.m. on the tenth calendar day after the date of execution of this Agreement. This contingency would terminate at the above predetermined deadline unless the Buyer delivers to the Seller a written contract addendum listing the specific existing deficiencies and correction needed, together with a copy of the inspection and/or risk assessment report. By the execution of this Agreement, the Buyer hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The Buyer waives any rights as set forth in the "Residential Lead-Based Paint Hazard Reduction Act of 1992", 42 U.S.C.A. Section 4852d, and any regulations promulgated thereunder, including 24 C.F.R. Part 35 and 40 C.F.R. 745, to require a risk assessment, or rights of rescission of this Agreement, and further releases the Seller from any and all liability of Seller as set forth in the aforesaid statute or regulations, including treble damages and attorney fees, or any civil or criminal penalties. The Buyer agrees to take the Premises "AS IS" regarding lead-base paint and/or lead-based paint hazards. The Buyer also waives Buyer's rights to be provided with the pamphlet required by the cited regulations about the dangers of lead poisoning.

19. **Damages.** In the event of non-compliance by the Buyer with these Conditions of Sale, the Seller, in addition to any and all other remedies provided by law or in equity, shall have the option either (a) to retain the Buyer's down money as liquidated damages regardless of whether or not, or on what terms, the Premises is resold, or (b) to resell the Premises at public or private sale, with or without notice to the present Buyer or his/her sureties (if any), and to retain any advance in price, or to hold the Buyer and any sureties liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for the performance of the Buyer's obligations hereunder and/or for or toward payment of any such loss.

20. **Survival of Terms of 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.

SELLER:

John R. Chamberlin

Corinne L. Orfanella

BUYER'S AGREEMENT

I/We, _____

agree to purchase the Real Property mentioned in the foregoing Conditions of Sale, subject to and in accordance with such Conditions of Sale, which are incorporated by reference herein and are made a part hereof, for _____

_____ (\$ _____),
and if I/We shall acquire possession of the Premises before payment of the balance of the Purchase Money and shall fail to make payment when due, I/We hereby authorize any attorney of record to appear for me/us in any court and to the extent and under the conditions, if any, then permitted or prescribed by law, to confess judgment in ejectment against me/us in favor of the Seller or their assigns, for possession of the Premises, and directing the issuance of a Writ of Possession, with clause or writ of execution for costs, against me/us; hereby waiving all irregularities, notices, leave of court, present or future exemption laws, and rights of appeal.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I/We have hereunto executed and delivered these Conditions of Sale on this 10th day of September, 2021.

WITNESS:

BUYER:

ADDRESS OF BUYERS: _____

BUYERS PHONE NUMBER: _____

EMAIL ADDRESS: _____

LENDER NAME AND CONTACT INFORMATION: _____

RECEIPT: I acknowledge payment by the Buyer on the above date, as down money on account of the above-stated Purchase Price, the sum of _____ (\$ _____) Dollars.

SELLER:

John R. Chamberlin

Corinne L. Orfanella

EXHIBIT "A"

ALL THAT CERTAIN tract of land, known as Lot 1, containing a dwelling and other improvements, as shown on a Final Land Subdivision Plan for 1121 Letort Road prepared by Harbor Engineering, Inc. (Project No. 20935-001), recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Document ID 2020-0438-J. Said tract of land situated on the northwesterly side of Letort Road (SR-3032) located in the Township of Manor, County of Lancaster, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pipe in tree, said iron pipe in tree being the southwesterly most corner of the herein described tract, thence by lands of Frey Dairy Farms, North nineteen degrees forty-eight minutes eight seconds West (N19° 48' 08"W) one thousand one hundred fifty-seven and fifty-eight hundredths (1,157.58) feet to a rebar, thence by lands of The Milt Funk Farm, LLC the three (3) following courses and distances: 1) North eighty-four degrees twenty-three minutes zero seconds East (N84° 23' 00"E) five hundred ninety-five and eighty-six hundredths (595.86) feet to a rebar, 2) South eighty-nine degrees thirty-one minutes twenty seconds East (S89° 31' 20"E) one hundred ninety and fifteen hundredths (190.15) feet to a rebar, 3) North twenty-six degrees twelve minutes twenty seconds West (N26° 12' 20"W) three hundred fifteen and sixty-three hundredths (315.63) feet to an iron pipe, thence by Lot 2 of the above referenced recorded plan the six (6) following courses and distances: 1) South fifty-four degrees thirty-five minutes thirty-one seconds East (S54° 35' 31"E) two hundred ten and eighty-two hundredths (210.82) feet to an iron pin, 2) South forty-seven degrees fifty-nine minutes fifty-two seconds East (S47° 59' 52"E) one hundred ninety-seven and twenty-four hundredths (197.24) feet to an iron pin, 3) South sixty degrees fifteen minutes twenty-two seconds East (S60° 15' 22"E) two hundred sixty and seventy-seven hundredths (260.77) feet to an iron pin, 4) South forty-eight degrees forty-four minutes thirty-seven seconds East (S48° 44' 37"E) two hundred fifty-two and ninety-five hundredths (252.95) feet to an iron pin, 5) South fifty-seven degrees thirty-six minutes two seconds East (S57° 36' 02"E) two hundred thirty-two and sixty-nine hundredths (232.69) feet to an iron pin, 6) South forty-eight degrees thirty-eight minutes forty-seven seconds East (S48° 38' 47"E) three hundred twenty-nine and eighty-two hundredths (329.82) feet to a rebar, thence by lands of Mark L. Sweigart, lands of Steven W. & Dolores A. Henry, lands of Robert S. & Coleen M. Kayden, and lands of Kevin E. Shaieby & Holly F. Nissley, respectively, South sixty-nine degrees twenty-seven minutes twenty-one seconds West (S69° 27' 21"W) one thousand five hundred twenty-seven and seventy-nine hundredths (1,527.79) feet (having crossed over a rebar setback a distance of one thousand twenty-two and twenty-two hundredths (1,022.22) feet from the previously mentioned corner and having crossed over a rebar setback a distance of one thousand one hundred four and twenty-four hundredths (1,104.24) feet from the previously mentioned corner) to the **POINT OF BEGINNING**.

CONTAINING 29.294 Acres

UNDER AND SUBJECT to all notes, easements, conditions, rights-of-way and restrictions as shown on the above referenced recorded plan and as may exist of record. Specifically, subject to a

Sanitary Sewer Easement; subject to a ten (10) foot wide right-of-way as recorded in Instrument #6508850.