CONDITIONS OF SALE

The Conditions of the present public sale of real estate are as follows:

The property to be sold is 3104 West Newport Road, in the Township of Leacock, County of Lancaster, Commonwealth of Pennsylvania, as more fully described in the legal description attached hereto and made a part hereof (the "Property").

- 1. The highest bidder shall be the Purchaser¹ upon the Property being struck off to him, and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale, and pay down to Seller FIFTY THOUSAND DOLLARS (\$50,000.00) ("Deposit") or furnish sureties satisfactory to the Seller as security for performance of this Agreement. If any dispute arises among bidders or at the auctioneer's discretion, the Property shall immediately be put up for renewal of bidding.
- 2. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held on or before June 30, 2025, at the offices of Mersky Law Group ("Settlement") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by DEED prepared at the Purchaser's expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions or which are of public record, and further subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over Property boundaries, or encroachments of any kind within the legal width of public highways and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 4 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of State Highway plans in the Recorder's Office of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after

¹Both Seller(s) and Purchaser(s), whether one or more and regardless of gender, are designated throughout these Conditions of Sale in singular masculine form.

possession has been given to the Purchaser, or (d) any taking by eminent domain.

- 3. Closing costs shall be paid as follows:
 - (1) ACKNOWLEDGMENTS to the Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.
 - (2) REAL ESTATE TAXES shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis. If applicable, Buyer shall bear the cost of removing any portion of the Premises from its preferential assessment under Act 319.
 - (3) All utilities serving the property shall be paid by Seller to date of settlement or prior delivery of possession.
 - (4) Any "DISBURSEMENT" or other FEES purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.
- 4. The Property shall be sold UNDER AND SUBJECT to the following Restrictions and other matters, which shall bind Purchaser, his heirs, successors and assigns:
 - (1) Public and Private rights in and to that portion of the premises lying in the bed of public roads.
 - (2) All matters and facts, including, but not limited to, any discrepancies, encroachments, violations, variations, overlaps, boundary line disputes, shortage in area, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - (3) Subject to Covenant & Restrictions, Right of Ways, and Easements as set forth in Plat Instrument #5112540.
 - (4) Any and all other matters of public record.
- 5. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting and plants, fixtures and systems; and any articles permanently affixed to the Property.
- 6. POSSESSION, unless otherwise noted in the Conditions, shall be given to the Purchaser at settlement, subject to the items identified in the Public Auction Sale Bill and/or announced prior to the auction as reserved.

- 7. Seller will continue in force the present hazard insurance (without extended coverage) until delivery of deed or possession to the Purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected for the loss or, if the insurance shall not have been paid by the time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.
- 8. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from Sale and/or to adjourn the Sale to a further date or dates.
- 9. The sale of the Premises and the Purchaser's obligations 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.
- 10. If Seller notifies Buyer that he wishes to enter into a tax deferred exchange for the Premises pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Seller shall indemnify and hold harmless Buyer against any liability which arises from any aspect of the exchange transaction.
- 11. The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.
- 12. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. The Property is being sold unto Purchaser "AS IS", with no representation, guarantee or warrant regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof (other than the Seller's Property Disclosure Statement, annexed hereto, submitted by Seller in good faith and to the best of Seller's knowledge).

No representations are made or warranties given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, regarding the zoning of the property or that the Property is in compliance with any federal, state or local environmental laws, regulations or ordinances.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the cost 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.

- 13. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
- 14. LEAD PAINT DISCLOSURE. Every purchaser 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. Lead poisoning also poses a particular risk to pregnant women. The Seller is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.
- 15. Purchaser acknowledges receipt, if applicable, of the Property Disclosure Statement, Lead-Based Paint Hazards Disclosure Form and EPA Lead-Based Paint Pamphlet which are attached hereto, and further acknowledges that no representations have been made contrary thereto and that Purchaser is not relying upon any representations or statements of the Seller, attorney for the Seller or the Auctioneer. The Purchaser releases the Seller, Attorney for the Seller and the Auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.
- 16. 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 Property, 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 Property 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 announced prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public

announcement of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.

- 17. These Conditions of Sale, together with the Purchaser's Agreement and Seller's Property Disclosure Statement annexed hereto, represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. 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.
- 18. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law or in equity, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present purchaser or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

| Dated: | Amos L. Ebersol | (SEAL) |
|--------|-----------------|--------|
| | | |

PROPERTY

ADDRESS: 3104 West Newport Road, Ronks, PA 17572

COUNTY: Lancaster

ALL THAT CERTAIN tract of land having thereon erected two dwellings, two barns and other improvements and being situate on the southwest corner of West Newport Road (PA State Route SR 772) in the Township of Leacock, County of Lancaster and Commonwealth of Pennsylvania, said tract being comprised of Lot No. 1, Block "A" and Lot No. 1A, Block "A" as shown on a Lot Add-on Plan prepared for Christ Ebersol by Strausser Surveying and Engineering, Inc., dated June 11, 2002, said plan being known as Drawing No. 02030026, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania in Subdivision Plan Book. J214 Page No. 81, File No. 5112540.

BEGINNING at a Rail Road Spike set in the centerline intersection of the portion of West Newport Road (Pennsylvania State Route SR - 772) that runs north to south and the portion of West Newport Road (Pennsylvania State Route SR – 772) that runs east to west; thence commencing from the point of Beginning in and along West Newport Road (Pennsylvania State Route SR - 772) the following three (3) courses and distances, (1), South 12 degrees, 29 minutes and 00 seconds East, a distance of 110.60 feet to a P.K. Nail set, (2), South 11 degrees, 43 minutes and 00 seconds East, a distance of 114.68 feet to a P.K. Nail set, (3), South 12 degrees, 43 minutes and 00 seconds East, a distance of 108.26 feet to a Rebar set, a corner of lands of Alvin Z. and Malinda S. Beiler; thence along lands of Alvin Z. and Malinda S. Beiler the following two (2) courses and distances, (1), South 77 degrees, 56 minutes and 16 seconds West, a distance of 172.64 feet to a Rebar set, (2), South 12 degrees, 32 minutes and 42 seconds East, a distance of 12.00 feet to a Rebar set, a corner of lands of Christian B. Riehl, Jr. and Marian Riehl; thence along lands of Christian B. Riehl, Jr. and Marian Riehl the following three (3) courses and distances, (1), South 77 degrees, 31 minutes and 27 seconds West, a distance of 103.47 feet to a Rebar set, (2), North 12 degrees, 29 minutes and 16 seconds West, a distance of 332.09 feet to an existing concrete post, (3), extending to the centerline of West Newport Road (Pennsylvania State Route SR – 772), North 58 degrees, 20 minutes and 25 seconds West, a distance of 23.97 feet to a Rail Road Spike set; thence in and along West Newport Road (Pennsylvania State Route SR – 772), North 78 degrees, 24 minutes and 00 seconds East, a distance of 294.45 feet to the point and place of BEGINNING.

CONTAINING: 2.157 Acres.

NOTE: The above described tract is subject to all conditions of approval as shown or stated on the above referred to recorded plan.

The improvements thereon being known as 3104 West Newport Road, Ronks, Pennsylvania – 17572.

PURCHASER'S AGREEMENT

| I/We, | | | |
|---|--|--|---|
| agree to have purchasaid Conditions, for | | te mentioned in the foregoin | ng Conditions, subject to |
| (\$ |)! | Dollars. | |
| shall fail to make pa any court and, to the by law, CONFESS JU latter's assigns, for p with clause or write court, present or fut | ayment when due, to extent and under the standard of the stand | Property before payment of I/we authorize any attorner the conditions, if any, there are the conditions, if any, there are the conditions and direct the issuit of the issuit of the issuit of the issuit of appeal. | ey to appear for me/us in permitted or prescribed favor of the Seller or the ing of a writ of possession gularities, notice, leave of |
| Witness: | (SEAL) | Purchaser | (SEAL) |
| Witness: | (SEAL) | Purchaser | (SEAL) |
| | | RECEIPT | |
| | | ove date, as down money and Dollars (\$50,000.00) on | |
| Dated: | | | |

LANCASTER COUNTY

LANCASTER COUNTY PLANNING COMMISSION

COUNTY COMMISSIONERS PAUL THIBAULT, Chairman HOWARD "PETE" SHAUB, Vice-Chairman **RON FORD**

RECORDER OF DEEDS COPY FILE COPY

50 NORTH DUKE STREET PO BOX 83480

LANCASTER, PA 17608-3480 TELEPHONE: 717-299-8333

FAX: 717-295-3659

RONALD T. BAILEY **Executive Director**

23 July 2002 02LP

J214-81

This Document Recorded 09/10/2002

Lancaster County, Recorder

Receipt

Doc Id:

Mr. Frank E. Howe, Secretary Leacock Township Supervisors P.O. Box 558 Intercourse, PA 17534-0558

Page: 1 of 3 09/10/2002 01:17PM

Re:

Notice of Plan Receipt for Review LCPC File #: 02-96

Dear Mr. Howe:

A request to review the plan identified below was received by the Lancaster County Planning Commission on 12 July 2002 and has been scheduled for review at the Commission meeting on 12 August 2002. The LCPC meeting will be held at 4:00 p.m., in Rooms 601 & 602, on the Sixth Floor, of the Courthouse. IMPORTANT NOTE: According to County records, the property for which application has been made may be enrolled in the Act 319 (Clean and Green) preferential assessment program. Any questions about how this may affect the proposed plan should be directed to the Lancaster County Assessment Office by calling (717) 299-8381.

Plan Name: Christ Ebersol Application Classification: Final Municipality: Leacock Township

Project Location: Southwest corner of the intersection of Hess Road and Route 772.

Proposed Use: Residential/Agricultural

Number of Lots/Units: 2/2 Total Acreage: 61.367

Property Owner(s):

Address:

Christian B., Jr. & Marian F. Riehl

259A Mascot Road, Ronks, PA 17572

Samuel S. & Leah K. Ebersol

3104 Wets Newport Road, Ronks, PA 17572

The Commission welcomes any comments or additional information that may be relevant to the review of this plan. If the Commission or its Staff can be of any assistance to you during your review and approval of this project, please do not hesitate to call

omes R Conhey James K. Cowlley

Deputy Director for Community Planning

JRC\tsj Copy:

Kurtis Thomas, Leacock Township Planning Commission Secretary

Hanover Engineering Associates, Inc., Engineer

Blakinger, Byler, & Thomas, Solicitor

Christian B., Jr. & Marian F. Riehl and Samuel S. & Leah K. Ebersol, Landowners

Brian Masterson, Strausser Surveying

PPL, Electric Company Frontier, Telephone Company

UGI

PaDOT c\o Tom Fogelsanger

Comcast (Lancaster), Cable TV



LANCASTER COUNTY • ESTABLISHED 1729

NOTES

- 1. PERMANENT 3/4 IRON PINS () SHALL BE INSTALLED UPON APPROVAL OF THIS PLAN
- LOT NO. 1A BLOCK "A" SHALL BE JOINED IN COMMON WITH LOT NO. 1 BLOCK "A" AND MADE A PART THEREOF. TOTAL AREA ±2.157 acres.

LOT ADD - ON PLAN **FOR**





CHRIST EBERSOL

LEACOCK TOWNSHIP LANCASTER COUNTY, PENNSYLVANIA

| OWNER-SUBDIVIDER | SOURCE OF TITLE | TAX MAPS | ACCOUNT No. |
|--|----------------------------------|-------------|---------------|
| SAMUEL S. AND LEAH K. EBERSOL 3104 WEST NEWPORT ROAD RONKS, PA 17572 | DEED BOOK O VOLUME 74 PAGE 13 | 12N – 5 – 2 | 3501802600000 |
| CHRISTIAN B. JR. AND MARIAN F. RIEHL | RECORD BOOK 5203 | 12N - 5 - 5 | 3501680400000 |

PAGE 275





SITE DATA NUMBER OF LOTS NUMBER OF OWELLING UNITE

DENSITY - 0.049 DU/ACRE ZONING - AGRICULTURAL MINIMUM LOT SIZE - 1 ACRE

FRONT YARD SETRACK



J214-01 9/10/02

259A MASCOT ROAD RONKS, PA 17572

May Box Liday



5112540 Page: 2 of 3

LCPC#02-96

Strausser

CHRIST EBERSOL

JUNE 11, 2002

SHEET

L OF 2

