

## CONDITIONS OF SALE

The Conditions of the present public sale, held this 24<sup>th</sup> day of October, 2023, are as follows:

1. **SELLER.** This sale is held on behalf of EARL RAY ZIMMERMAN AND ALTA L. ZIMMERMAN, hereinafter referred to as "Seller," the present owner of the Premises as hereinafter set forth.
2. **PREMISES.** The property to be sold, 175 Durlach Hill Road, Clay Township, Lancaster County, Pennsylvania, being more fully described in a Deed recorded in Lancaster County at Instrument No. 6749010 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 Forty Thousand Dollars (\$40,000.00) down 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 special 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. Title to the Premises shall be subject to all recorded easements.
6. **SETTLEMENT.** Settlement shall be held at the office of James R. Clark, 277 Millwood Road, Lancaster, Pennsylvania, on or before December 12, 2023 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 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 AND FIXTURES.** At settlement, the Premises 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 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. Notwithstanding the Seller's Disclosure Statement attached hereto, 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 or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials, or wastes, or that the Premises is in compliance with any federal, state, or local environmental laws or regulations. 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. **REAL ESTATE SELLER DISCLOSURE ACT.** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7103, 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. Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's 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 the 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. The 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 12 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.

15. **LEAD BASE PAINT DISCLOSURE: WAIVER OF RISK ASSESSMENT.** This notice is Environmental Protection Agency (hereinafter called EPA), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The 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 of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the 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 a pamphlet required by the cited regulations about the dangers of lead poisoning. The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the Premises to be 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.

16. **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).

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

18. **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.

19. **INCLUSIONS WITH PREMISES.** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises.

20. **EXCLUSIONS FROM PREMISES.** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:

- a. The Seller's personal property and furnishings.
- b. The Gazebo.

21. **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.

22. **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 progeny emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon progeny 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 has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon progeny 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. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or progeny are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quitclaims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. The Seller has no knowledge concerning the presence or absence of Radon.

23. **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.

24. **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.

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

26. **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.

27. **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 Property is resold, or (b) to resell the Property 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.

28. **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:

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Earl Ray Zimmerman

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Alta L. Zimmerman

**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 appraisalment, 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 24<sup>th</sup> day of October, 2023, 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: \_\_\_\_\_

## EXHIBIT "A"

Parcel I.D. No./ PIN: 070-32437-0-0000

### TRACT NO. 1:

ALL THAT CERTAIN tract of land situate along the northern side of Township Road No. 981 in the Township of Clay, County of Lancaster an Commonwealth of Pennsylvania, being more fully bounded and described as follows:

BEGINNING at the southwest corner thereof, at a railroad spike in the middle of Township Road No. 981, said railroad spike being the southeast corner of land now or late of Victor W. and Joanne L. Fahnestock; thence by land of the same, North eight (08) degrees thirty (30) minutes West, twenty-five and zero hundredths (25.00) feet to an iron pipe; thence continuing on the same course and by land of the same, one hundred ninety-four and zero hundredths (194.00) feet, making a total distance of two hundred nineteen (219) feet to an iron pipe, being the northeast corner of land now or late of Victor W. and Joanne L. Fahnestock; thence by land retained by and now or late of Levi H. Zartman, of which the herein described tract was a part, North seventy-six (76) degrees forty (40) minutes East, two hundred and zero hundredths (200.00) feet to an iron pin; thence by land of the same, South eight (8) degrees thirty (30) minutes East, one hundred ninety-four and zero hundredths (194.00) feet to an iron pin; thence continuing on the same course and by land of the same, twenty-five and zero hundredths (25.00) feet, making a total distance of two hundred nineteen and zero hundredths (219.00) feet to a railroad spike in the middle of Township Road No. 981; thence along in the middle of the same by land now or late of Lester T. and Kathryn H. Good, South seventy-six (76) degrees forty (40) minutes West, two hundred and zero hundredths (200.00) feet to the place of BEGINNING.

CONTAINING 43,643.00 square feet, as per survey of Ellis B. Herr.

### TRACT NO. 2:

ALL THAT CERTAIN tract of land being Lot No. 2 of a subdivision of land as laid out by Levi H. Zartman and Esta Mae Zartman, dated September 28, 1962, situate in the township of Clay, County of Lancaster and Commonwealth of Pennsylvania, bounded and described according to a survey prepared by Ellis B. Herr, R.S., as follows:

BEGINNING at the southwest corner thereof, at an iron pipe, being the northwest corner of other lands now or late of the Grantees herein, and the southwest corner of Lot No. 1 of said subdivision; thence by Lot No. 1, North eight (08) degrees thirty (30) minutes West, two hundred twenty-seven and nineteen hundredths (227.19) feet to an iron pin on line of land now or late of Lester T. Good, being the northeast corner of Lot No. 1; thence by land now or late of Lester T. Good, North seventy-seven (77) degrees fifty-four (54) minutes East, one hundred ninety-nine and sixty-eight hundredths (199.68) feet to an iron pin, being the northwest corner of Lot No. 3; thence by Lot No. 3, South eight (08) degrees thirty (30) minutes East, two hundred twenty-two and eighty-eight hundredths (222.88) feet to an iron pin, being the northeast corner of other land now or late of the Grantees herein; thence by the same, South seventy-six (76) degrees forty (40) minutes West, two hundred (200) feet to the place of BEGINNING.

CONTAINING one and twenty-nine thousandths (1.029) acres, more or less.

BEING THE SAME PREMISES WHICH Jason M. Weaver and Rosanne Z. Weaver, husband and wife, by Deed dated August 15, 2023 and recorded August 16, 2023 in the Recorder of Deeds office in and for Lancaster County, Pennsylvania in Instrument Number 6749010, granted and conveyed unto Earl Ray Zimmerman and Alta L. Zimmerman, husband and wife.