

## CONDITIONS OF SALE

The Conditions of the present public sale, held December 8, 2018, are as follows:

1. **SELLER**. This sale is held on behalf of Alberta B. Riehl-Smith, Executrix of the Estate of John C. Riehl, hereinafter referred to as “Seller”, (all references to Seller as contained herein being deemed to refer to all Sellers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), the present owner of the Premises as hereinafter set forth.
2. **PREMISES**. The property to be sold, 123 Reservoir Road, Strasburg, Strasburg Township, Lancaster County, Pennsylvania, hereinafter referred to as the “Premises”, is more particularly described on Exhibit “A” attached hereto.
3. **PURCHASE AND DOWN PAYMENT**. The auctioneer, PA Auction Center, 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 property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser’s Agreement on these Conditions of Sale and pay down Twenty Thousand Dollars (\$20,000.00) of the purchase price bid 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. Checks for the down payment will be deposited the next business day. Post-dated or updated checks shall be conclusively deemed to be dated on the date of this sale. Purchaser further acknowledges that the Premises is not being sold subject to the ability of Purchaser to obtain any financing for the purchase thereof.
4. **REBIDDING**. If any dispute arises among bidders, the property shall immediately be put up for renewal bidding by the auctioneer.
5. **REJECTION OF BIDS**. Seller reserves the right to reject any and all bids, Seller reserves the right to withdraw the property from sale, and/or to adjourn the sale to a future date or dates.
6. **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 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. Purchaser is encouraged to obtain a title search and/or obtain title insurance for the Premises.
7. **SETTLEMENT**. Settlement shall be held at such place as Purchaser may elect in Lancaster County, on or before February 6, 2018, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.
8. **COSTS**. The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:
  - A. Purchaser shall provide and pay:
    1. All required state and local realty transfer taxes.
    2. Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.

3. 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.
4. The cost of any title search Purchaser desires to procure at regular rates, title insurance, certification of title, examination of title, and title company services.
5. Preparation of other documents, including, but not limited to 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, unless expressly contracted for in writing by Seller.
6. Any other closing costs that Seller will not pay for under Section 8(B).

B. Seller shall provide or pay for:

1. Acknowledgments to deed.
2. Water and sewer rent, if any, on date of settlement or prior delivery of possession.
3. 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.

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.

9. **EMINENT DOMAIN AND EASEMENTS.** The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and no non-complied-with orders from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the property, except any part within utility serve 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 this property, 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 which are noted in these Conditions. 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. In the event that any such proceeds, consideration, damages, or sums are paid after the date of settlement, Purchaser shall be entitled to receive the same. 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 Seller's 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.
10. **CONDITION OF PROPERTY AND FIXTURES.** 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 Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises existing 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.

11. **REAL ESTATE SELLER DISCLOSURE ACT.** The Purchaser acknowledges that an estate is the owner of the Premises and, therefore, the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7103, et seq.) (hereinafter called the Act), does not apply relating to the seller of real estate to provide certain disclosures regarding any property being offered for sale, on a form required by the Act.

The Purchaser further acknowledges that neither the auctioneer nor the Seller have made any specific representations regarding the Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer or Seller. The Purchaser releases the auctioneer and Seller 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 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 property is 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.

13. **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).
14. **FORMAL TENDER.** Formal tender of deed and purchase money are waived.

15. **INCLUSIONS WITH PREMISES.** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including, but not limited to:
- A. gas, electric, oil, heating, plumbing, lighting, and water fixtures and systems;
  - B. refrigerators, dishwashers, water softeners, stoves and built-in ovens;
  - C. laundry tubs, washing machines, dryers;
  - D. central air conditioning systems;
  - E. storm and fitted screen doors and windows;
  - F. roller and Venetian blinds; curtain and drapery rods and hardware;
  - G. radio and television aerials, satellite dishes, masts and rotor equipment;
  - H. pool table and equipment;
  - I. floor safe;
  - J. radiator covers; cabinets; awnings; and any articles permanently annexed to the premises not specifically mentioned.
  - K. No personal property being sold at this sale is included with the real estate.
16. **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: \_\_\_\_\_
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17. **HAZARD 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 property is struck off concerning the amount of such insurance.
18. **RADON DISCLOSURE.** Seller makes no disclosure concerning radon with regard to the Premises. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the property AS IS, with no certification from Seller. Purchaser releases, quit-claims, 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.
19. **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 property 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.
20. **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 sale of the Premises.

21. **PARTIES BOUND**. These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.
22. **INTENT**. This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby 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.
23. **ASSIGNMENT**: Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

WITNESS

SELLER/S

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

Alberta B. Riehl-Smith, Executrix  
Estate of John C. Riehl

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

## EXHIBIT "A"

ALL THAT CERTAIN lot or tract of land situate along the North side of Township Route No. 471 and being Lot No. 4, in a development known as Strasburg Knolls which plan is recorded in Subdivision Plan Book 19, page 2, Lancaster County Records Office, in the Township of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, and more particularly bounded and described in accordance with a survey thereof, made by J. Haines Shertzer, R.E., on May 16, 1963, as follows:

BEGINNING at an iron pin on the North line of Township Road 471, a corner of Lot No. 3, now or late of Levis Trimble, et ux; thence extending along said Lot No. 3, North two (2) degrees twelve (12) minutes West, a distance of one hundred fifty five and seventy two hundredths (155.72) feet to an iron pin on line of property now or late of Bertha M. Eisenberger; thence continuing along the same North eight nine (89) degrees one (1) minute East, a distance of ninety six and seventy six hundredths (96.76) feet to an iron pin, a corner of Lot No. 5, now or late of Robert B. Shultz; thence extending along the same, South one (1) degree fifty five (55) minutes East, a distance of one hundred fifty six and fifty six hundredths (156.56) feet to an iron pin on the aforesaid North line of Township Road no. 471; thence by a curved line to the left having a radius of four thousand six hundred (4,600) feet, the chord of said curved line having a bearing of South eighty nine (89) degrees thirty one (31) minutes and thirty (30) seconds West, the length of the chord being ninety six (96) feet and the length of the arc being ninety six and five hundredths (96.05) feet to an iron pin, the place of BEGINNING.

BEING THE SAME PREMISES which John C. Riehl and Marlene K. Riehl, by their deed dated December 27, 1999 and recorded on April 11, 2000, in the Office of the Recorder of Deeds in and for the County of Lancaster in Deed Book 6597, page 0094, granted and conveyed unto John C. Riehl, his heirs and assigns.

**PURCHASER'S ACCEPTANCE**

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, executes the Purchaser's Acceptance and agrees that it shall be binding upon Purchaser/s and the heirs, legal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due; Purchaser authorizes the Prothonotary or any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejection against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of Court, waiving present or future exemption laws and waiving the right of appeal.

The sum Purchaser has agreed to pay is \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) on or before Settlement (February 6, 2019).

**Purchaser, by bidding at the sale, has agreed that Purchaser has made any and all inspections prior to purchase which Purchaser deems necessary and/or desirable.**

This agreement which includes this Acceptance and the Conditions of Sale contains the whole agreement between the Seller and the Purchaser. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale.

This agreement shall not be altered, amended, changed or modified except in writing executed by the parties.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESS

PURCHASER/S

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**RECEIPT**

Received of above Purchaser/s, on the date above mentioned on account of the purchase price \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

\_\_\_\_\_  
Alberta B. Riehl Smith, Executrix **Seller**  
Estate of John C. Riehl

\_\_\_\_\_  
**Seller**