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### **CONDITIONS OF SALE**

Date/Time of Sale: Saturda

Saturday, December 12, 2020, at 9:30 a.m.

Property Address:

576 Owl Bridge Road, Washington Boro, Lancaster County,

Pennsylvania, 17582 ("Premises")

Sellers:

Arlene M. Powders and John H. Kaufman, Jr., Co-Executors of the

Estate of Chester Ray Kreider

The Conditions of the present Public Sale are as follows:

- 1. The highest bidder shall be the purchaser upon acceptance by Sellers and the Premises being struck off to that bidder. On Saturday, December 12, 2020, such bidder must sign Purchaser's Acceptance, which is part of these Conditions. Further, Purchaser shall then pay down \$10,000 as security for the performance of this Sale Agreement, which \$10,000 shall be paid over to Sellers and deposited into the Estate Checking Account of Chester Ray Kreider. The right is reserved by Sellers to reject any and all bids. The Premises is being sold in "AS IS" condition. The address of the Premises being sold is 576 Owl Bridge Road, Washington Boro, Lancaster County, Pennsylvania, 17582, situated in Manor Township, and is more fully described in Exhibit "A" attached hereto.
- 2. Purchaser shall pay the balance of the purchase money within 90 days of December 12, 2020. Upon said payment, Sellers will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the Premises, good and marketable,

free and clear of all liens and encumbrances not noted on these Conditions, but subject to any existing wall rights, easements, building or use restrictions, encroachments or cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways.

- 3. Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no recent appropriations by the filing of the State Highway plans in the Recorder's Office, and no orders which have not been complied with from any governmental authority to do work or correct conditions, affecting this Premises of which Seller has knowledge; and (ii) 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 currently used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this Premises, any petroleum products pipeline or public storm sewer, or any other easement which is not apparent upon reasonable physical inspection, except as noted in these Conditions.
- 4. Any survey desired by Purchaser or required by Purchaser's lender shall be at the sole expense of Purchaser, for whatever reason desired or needed.
  - 5. Zoning for the Premises is Residential.

- 6. Possession shall be given to Purchaser at settlement.
- 7. All buildings, improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale, as well as the washer and dryer in the basement and the refrigerator in the kitchen, cook stoves and built-in ovens, gas, electric, oil, heating, plumbing, lighting, and water plants, fixtures and systems, water softeners; laundry tubs, 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 Premises not specifically mentioned.

The following specifically are NOT included in the sale: N/A

- 8. At Settlement, the Premises 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 possession has been given to the Purchaser, or (d) any taking by eminent domain.
- 9. Formal tender of deed and purchase money are waived. Settlement shall be made at the Willow Street Office of Pyfer, Reese, Straub, Gray & Farhat, P.C., 2801 Willow Street Pike, Willow Street, PA 17584, or such other location to be determined.
- 10. Seller agrees to continue in force the present fire insurance until delivery of deed or possession to Purchaser, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before

delivery of deed or possession shall be credited upon the purchase money. If the amount, type, or coverage of insurance is not satisfactory to Purchaser, Purchaser may increase the amount and/or purchase other policies and/or coverage at Purchaser's own expense insuring Purchaser's interest therein. Purchaser assumes risk of ordinary wear and tear of any item covered by Seller's or Purchaser's insurance, or of anything which occurs after Purchaser has been given the right of possession.

- 11. Real estate taxes shall be apportioned to date of settlement or prior receipt of possession by Purchaser on a fiscal year basis.
  - 12. Purchaser shall pay acknowledgments to the deed.
  - 13. Purchaser shall pay two (2%) percent real estate transfer taxes.
- 14. There is no community sewage system available for this tract. The Premises has an on-site septic system.
- 15. The Premises is served by a well and septic system. The same were adequate to supply the needs for the residents of the home. No representation is made as to the quality or potability of the water or as to the sufficiency of the septic system for the needs of any particular Purchaser.
- 16. <u>CONDITIONS OF PREMISES AND FIXTURES; RESDA DISCLOSURES</u>: 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.

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 Purchaser's Agreement, the Purchaser acknowledges that he/she has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "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. 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 condition 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.

The Purchaser acknowledges that the Seller has not provided the Purchaser with any disclosure as required by the Pennsylvania Real Estate Seller Disclosure Act, Act 84 of 1996 (RESDA). The Purchaser hereby waives compliance with RESDA by the Seller. The Purchaser hereby releases the Seller from any obligation to provide such disclosure, and hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under RESDA for failure of the Seller to provide such disclosure.

# 17. <u>LEAD BASE PAINT DISCLOSURE AND WAIVER OF RISK</u> 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.F.R. Part 745. 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, 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 Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser 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.

The Purchaser waives any rights as set forth in the "residential Lead-Based Paint Hazard Reduction Act of 1992", 42 U.S.C.A. §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 Purchaser agrees to take the Premises "AS IS" regarding lead-based paint and/or lead-based paint hazards. The Purchaser also waives Buyer's rights to be provided with the pamphlet required by the cited regulations about the dangers of lead poisoning.

- 18. Title to the Premises is under and subject to restrictions as appear of record.
- 19. Any "Disbursement" or similar 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.
- 20. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (a) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms, the Premises are resold or (b) to resell the Premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

Arlene M. Powders, Co-Executrix of the Estate of Chester Ray Kreider

John H. Kaufman, Jr., Co-Executor of the Estate of Chester Ray Kreider

#### PURCHASER'S ACCEPTANCE

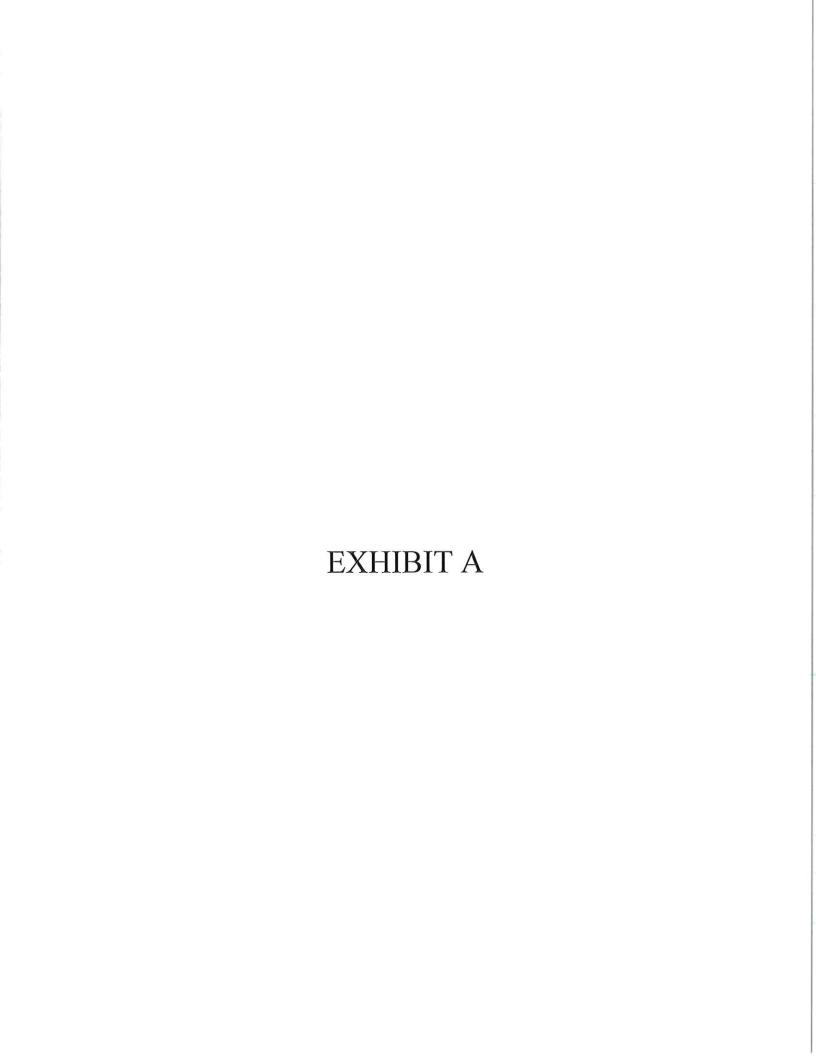
The undersigned Purchaser, having agreed to purchase the Premises mentioned in the foregoing Conditions subject to said Conditions, executes the Purchaser's Acceptance and agrees that it shall be binding upon Purchaser's and the heirs, legal representatives, successors and assigns of Purchaser.

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 ejectment 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.

	(DOLLARS (\$	).
EXECUTED this	day of	, 2020.
/ITNESS:		
ddress and Telephone Numl	ber of Purchaser:	

#### RECEIPT

Received of ab	ove Purchas	ser/s, on the date above mentioned on ac	count of the
purchase price		D0	OLLARS.
(\$	).		
		Christopher C. Straub, Counsel for the Estate of Chester Ray Kreider	ne
Dated:		, 2020.	



## Property Information

**Property ID** 410-77843-0-0000

Tax Year Township 2020 **▼** 410 Manor Twp

Site Address

576 OWL BRIDGE

RD

Property Use

100 - RESIDENTIAL

Land Use

113 - SINGLE FAMILY

**DWELLING** 

Taxable

**Tax Status** 

Status

Clean &

No

Green

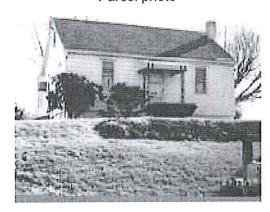
#### Property Sketches & Photos

1-1



\$10° \$ \$10° \$10°

#### Parcel photo



#### **Related Names**

**Parcel** 

KREIDER CHESTER RAY,

Owner

576 OWL BRIDGE RD WASHINGTON BORO, PA

17582

Status

Current

#### Assessments

#### **Annual Billing**

	Land	Building	Total	Pref. Land	Pref. Building	Pref. Total
Non-Exempt	66,000	65,900	131,900	0	0	0
Exempt	0	0	0	0	0	0
Total	66,000	65,900	131,900	0	0	0

**Note:** Preferential assessment values are used for taxation when preferential values are greater than zero.

roperty Characteris	stics		
Electric	Gas	Sewage	Water
HOOKED-UP	NONE	SEPTIC	WELL

Market Land Valuatio	n		
Property Type	Land Type	Sq. Ft.	Calc. Acres
RES - Residential	2 - PRIMARY HOMESITE	30,492	0.7000

Structure 1 c	01 10					
Property Type			Style	Total Living Y Area B		
RES - Residential	CONVE	ENTIONAL #1	One Story	750	195	
Accomm	nodations		Basement			
Extra Fixtur	es	3	Total Basement Area		11	
Full Baths		1	and the state of t	Sq.	r. ]	
Number of I	Bedrooms	2	Exterior Walls			
Number of I	Families	1	Frame, Siding, Metal		00	
Number of Rooms 4		4		Sq.	Ft.	
Heating/	Cooling		Fuel Type			
Add for Oil	Add for Oil Fired 750.00 Sq.Ft.		Fuel Type	Oil		
Forced Air I			Paving/Decking			
	Sq.Ft.		Concrete, Unreinford Hand Mixed and Sp	and the same of th	11	
Roofing						
Composition	n Shingle	750.00 Sq.Ft.	The state of the s		ř.	
			Slab Porch with Roo	of 72.	1000000	
Style				1		
Style		CONVENTIONAL	Story Height			
			Number of Stories	1.	.00	

Property Type	Desc	ription	Style	Total Living Area	Year Built
RES - Residential	Detached S	Structure #1	Outbuildings	231	1950
Garages	S				
017 - Conc Garage	rete Block	231.00 Square Ft.			

Property Type	Descri	ption	Style	Total Living Area	Year Built
RES - Residential	Detached St	ructure #2	Outbuildings	192	1975
Sheds					
069-04 - St Wood Fran	orage Shed -	192.00 Square Ft.			

Property Type	Descr	iption	Style	Total Living Area	Year Built
RES - Residential	Detached S	tructure #3	Outbuildings	144	1960
Lean-To	os				
044 - Lean	То	144.00 Square Ft.			

Property Type	Descri	ption	Style	Total Living Area	Year Built
RES - Residential	Detached St	ructure #4	Outbuildings	180	1960
Sheds					
069-04 - St Wood Fram	orage Shed -	180.00 Square Ft.			

Property Type	Descri	ption	Style	Total Living Area	Year Built
RES - Residential	Detached St	ructure #5	Outbuildings	240	1988
Sheds					
069-04 - St Wood Fran	orage Shed -	240.00 Square Ft.			

xemptions			
Exemption Type	Status	Farmstead	
Homestead	Appl Approved (Full)	No	

Sale	s History					
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Price
1995	4551323		1/23/1995			\$0

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