

CONDITIONS OF SALE

The Conditions of the present public sale conducted this 5th day of August, 2021 are as follows:

The property to be sold is 1123 Holtwood Road, Holtwood, PA, in the Townships of Drumore and Providence, County of Lancaster, and Commonwealth of Pennsylvania Document ID No. 5038041, account No. 170-68103-0-0000 as more fully described in Exhibit "A" 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 on these Conditions of Sale, and pay down to Seller the sum of \$75,000.00 as security for performance of this Agreement (the "Deposit"). If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.

2. The balance of Purchase Price shall be paid at a closing to be held on or before October 15, 2021 at the law offices of **Clymer Musser & Sarno, PC**, 203 Commerce Drive, Suite A, Quarryville, PA 17566, ("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, but 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.

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

3. Formal tender of deed and purchase money are waived.

4. (a) All required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

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.

(c) All utilities serving the property, shall be paid by Seller to date of settlement or prior delivery of possession.

(d) Any FEES charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

5. The Property shall be sold UNDER AND SUBJECT to the following Restrictions, which shall bind Purchaser, his heirs, successors and assigns:

- a. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose.
- b. Public and Private rights in and to that portion of the premises lying in the bed of public roads.
- c. An Easement granted to the Agricultural Land Preservation Board of Lancaster County.
- d. Enrollment in Act 319 (Clean and Green).
- c. Any other restrictions which a title search would disclose.

6. 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. Excluded items include: None.

7. POSSESSION shall be given to the Purchaser at settlement

8. 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.

9. **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.

10. The sale of the Property and the Purchaser's obligations under these Conditions of Sale, shall not be contingent upon the Purchaser's ability to obtain financing.

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.

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 to Purchaser "AS IS", with no representation, guarantee or warrant regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.***

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 of Seller's Property Disclosure Statement and that no representations have been contrary thereto and Purchaser is not relying upon any representations or statements of the attorney for the Seller or Auctioneer.

16. Seller represents that to the best of her knowledge and information the zoning classification for the Property is Agricultural.

17. The Purchaser acknowledges that these Conditions of Sale were available for inspection 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 orally presented prior to commencement of bidding, and that the Purchaser is not relying upon the public reading of the entire Conditions of Sale.

18. These Conditions of Sale, together with the Purchaser's Agreement, 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.

19. 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 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.

SELLER:

Estate of William Nicola

Estate of Margaret N. Nicola

By: _____ (SEAL)
Daniel J. Nicola, Administrator d.b.n.c.t.a.

By: _____ (SEAL)
Daniel J. Nicola, Executor

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PURCHASER'S AGREEMENT

I/We, _____, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of _____ (\$ _____) Dollars.

Witness my/our hand/s and seal/s this _____ day of _____, 2021.

Witness: _____ (SEAL)
Purchaser

Witness: _____ (SEAL)
Purchaser

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of _____ (\$ _____) Dollars, on behalf of Seller.

Dated: _____

Exhibit "A"

ALL THAT CERTAIN message, farm and tract of land with improvements thereon erected, situated in the Townships of Drumore and Providence, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a stone, a corner of land now or late of Edward Rankin and in line of land now or late of the John D. Penny Estate; thence along land now or late of the John D. Penny Estate, South 12 degrees East, 45.25 chains to a point; thence along the same, South 22-3/4 degrees East, 10.25 chains to a stone, a corner of land now or late of the William C. Penny Estate; thence along the same, South 57-1/4 degrees West, 5.88 chains to a post, a corner of land now or late of H. W. Graybill; thence along the same, North 22-3/4 degrees West, 56.96 chains to a point in line of land now or late of Edward Rankin; thence along land now or late of Edward Rankin, the following courses and distances: North 81-1/4 degrees East, 6.18 chains; North 59 degrees East, 4.80 chains; North 77 degrees East, 3.50 chains to a stone, the place of **BEGINNING**.

CONTAINING 51 acres and 61 square perches, according to a survey made by J. G. Clark on March 3, 1939.

BEING THE SAME PREMISES which **DAVID B. ESCH** and **LIZZIE S. ESCH**, husband and wife, by their Deed dated March 19, 1999 and recorded in the Lancaster County Office of the Recorder of Deeds in Record Book 6141, Page 0292, etc., granted and conveyed unto **WILLIAM NICOLA** and **MARGARET N. NICOLA**, husband and wife, in fee.

UNDER AND SUBJECT to an easement in the nature of a restriction on the use of land for the purpose of preserving productive land according to the terms of a grant of easement dated November 2, 1990 and recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, on November 6, 1990 in Record Book 3029, Page 470, and other conditions, rights of way, and restrictions of record.