CONDITIONS OF SALE

The conditions of this public sale held **October 1, 2024** are as follows:

- 1. <u>PROPERTY</u>. The "Property" to be sold consists of approximately .76 acre tract with improvements thereon situate in Fulton Township, Lancaster County, PA with an address of **275 Black Barren Rd, Peach Bottom PA 17563**, (also known as 277 Black Barren Rd) identified as Tax Parcel 280-03154-0-0000 and described in the deed recorded in the Lancaster County Recorder of Deeds Office on 3/8/2007 at Instrument #5600985.
 - 2. <u>SELLER</u>. This sale is on behalf of **John Z. and Anna H. King** ("Seller").
- 3. <u>PURCHASE AND DOWN PAYMENT</u>. The auctioneer, Beiler-Campbell Auction Services, shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the "Purchaser" of the property being struck off to him and he shall immediately thereafter sign the **Purchaser Agreement** attached to these Conditions of Sale, and pay down \$20,000.00 of the purchase money in legal tender as security for performance of this Agreement to the Seller or Seller's attorney. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.
- 4. <u>SETTLEMENT</u>. The balance of the purchase money shall be paid in legal tender of the United States at settlement to be held at the office of Blakinger Thomas, PC, 28 Penn Square, Lancaster, Pennsylvania 17603, **on or before November 15, 2024**, upon which payment the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to said property, free and clear of all liens and encumbrances, except as noted in these Conditions of Sale, and subject to any existing wall rights, easements visible upon the ground and those of record, building or use restrictions, zoning or land subdivision regulations, encroachments over property boundaries, or encroachments of any kind within the legal width of public highways, and leases as described herein. Formal tender of deed and purchase money are waived.

5. <u>COSTS</u>.

- A. ACKNOWLEDGEMENTS to deed shall be paid by Seller.
- B. DISBURSEMENT or any similar fees, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, shall be paid by Purchaser.
- C. ALL REQUIRED STATE AND LOCAL REALTY TRANSFER TAXES shall be paid by **Purchaser**.
- D. REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.
 - E. WATER and SEWER RENT (if any) shall be paid by Seller to date of

settlement. The Property has a private well and septic system and is not currently served by public water or sewer service. The property shares a septic system with the 276 Black Barren Road property.

- F. POSSESSION shall be given to the Purchaser at settlement.
- 6. <u>CONDITION OF PROPERTY</u>. The Property is improved with a single-family home and multiple outbuildings. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, electric, heating, plumbing, lighting, water, and any articles permanently affixed to the Property.

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 which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "AS IS". Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments of any kind.

- 7. <u>TIMING</u>. The date(s) specified herein for settlement, and all other dates, are considered to be "of the essence of the contract" and are binding.
- 8. <u>ZONING</u>. The Property is zoned Rural Residential in Fulton Township, Lancaster County. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use. Seller makes no representations that Seller's present or prior uses of the Property comply with the applicable township zoning ordinances.
- 9. <u>SELLER DEFAULT</u>. If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.
- 10. <u>PURCHASER DEFAULT</u>. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, 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 Purchaser and to retain any advance in price, or hold the Purchaser 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.
- 11. <u>NO WARRANTY</u>. Seller makes no warranty as to the condition of the property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, or spills. Purchaser understands and acknowledges that the structures and improvements on the Property may need repair and replacement.

a part hereof. The Seller's Disclosure Form attached as **EXHIBIT A** and made a part hereof. The Seller's Disclosure Statement attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. The Purchaser also waives rights under the law to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. The Property is being sold unto Purchaser "AS IS" with no representation, guarantee or warranty 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, underground tanks, or any portion thereof. All planted crops shall remain the property of farmer who planted them, and said farmer shall have the right to harvest all crops planted on the Property as of the date of settlement.

Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Property, and that Purchaser has not relied upon any representations or statements of the auctioneer. Purchaser releases 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.

- RADON DISCLOSURE. Radon is a radioactive gas produced naturally in the 13. 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 daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters 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 daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 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 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, its shareholders, directors and officers, 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 Property. Seller has no knowledge concerning the presence or absence of Radon.
- 14. <u>RIGHT TO REJECT BIDS</u>. 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 future date or dates.
- 15. <u>ASSIGNMENT</u>. Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

- 16. <u>INTENT</u>. This Agreement represents the whole Agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser Agreement, are hereby superseded by this Agreement.
- 17. <u>AMENDMENT</u>. 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. <u>EFFECT OF WAIVER OR CONSENT</u>. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.
- 19. <u>SEVERABILITY</u>. If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.
- 20. <u>1031 EXCHANGE</u>. In the event that Seller desires to effectuate a 1031 Tax Deferred Exchange with the proceeds of the sale of the Property, Purchaser shall cooperate in good faith to execute documents necessary to complete the same at no cost to Purchaser.
- 21. <u>LEASES</u>. Leases shall disclose existing leases to be assigned to Purchaser at Settlement. Seller shall make no modifications or changes to the existing leases between the date the Purchaser's Agreement is executed and Settlement.
- 22. <u>TITLE TO MOBILE HOMES</u>. Seller has possession of the titles to the mobile homes on the Property. Seller shall act promptly and in good faith to sign over the titles to Purchaser within three (3) days of Settlement. Purchaser shall pay all costs associated with the transfer of the mobile home titles. This provision shall survive Settlement.
- 23. <u>EASEMENT FOR SEWER</u>. Seller reserves the right to clarify the rights to the shares septic, sewer and/or water systems servicing the Property, and may record an easement prior to Settlement establishing the same.

SELLER
John Z. King
Anna H King

PURCHASER AGREEMENT

275 Black Barren Rd Tax Parcel 280-03154-0-0000

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 Property, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions of Sale was read prior to commencement of bidding for the Property.

Sale under the ter	-							
					US			Dollars
(\$).							
In the event that P Conditions of Sale, Sel authorizes any attorned judgment against Pureloss resulting from resor without notice to hereof, together with with a collection fee extended than Two Hundred Fit waiver of appeals, and appraisement, stay, a This Power of Attorned IN WITNESS WHERI intending to be legally	ler shall retain the y of any court to applicately of any court to applicately of the Property Purchaser, upon from the rate of the Ten (10%) Purchaser at the rate of the transported of the purchase of exemption laws of shall not be affect COF, the Purchase	ppear for everally, by Sell iling of the control of	y deposit a r Purchas for all su er, wheth an Affida n (10%) P f the amor ollars, all This warn state, no ne disabili	er, or ms du er by avit o dercen unt the costs of anty ow in ty of t	urchaser any of t ae hereu private f Defau t per ar aen due, of suit, 1 shall ind force or he prince	r here hem, nder, or pu lt unc num, but in release clude: here eipal o	by irr and to include blic so der the and n no en e of he a wain after or prin	revocably o confess ding any ale, with ne terms together vent less eirs, and ver of all enacted. ncipals.
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EXHIBIT A

Seller's Disclosure Statement

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

INSPECTION	IS ADDENDUM 1	O THE AGR	EEMENT OF SALE	DATE:
RE: PROPER	RTY:			
SELLER:				
PURCHASEF	₹:			
DATE OF AG	REEMENT:	SETTLEM	IENT DATE:	, SALE PRICE: \$
1978 is notifice young children permanent ne problems, and seller of any lead-based publications of any paint hazards	ser of any interes ed that such propen at risk of dev eurological dama d impaired mem interest in reside aint hazards fron	perty may pro- peloping lead ge, including pry. Lead po- ntial real pro- n risk assess ed paint haza I prior to purc	esent exposure to lead poisoning. Lead poiso learning disabilities, relisoning also poses a poerty is required to provents or inspections in ards. A risk assessment	a a residential dwelling was built prior to from lead-based paint that may place oning in young children may produce duced intelligence quotient, behavioral articular risk to pregnant women. The vide the buyer with any information on the seller's possession and notify the t or inspection for possible lead-based
(a) P		d-based pain		nazards (check one below): int hazards are possibly present in the
(b)	housing. Records and F Seller has	Reports availa provided the	able to the seller (check purchaser with all avai	and/or lead-based paint hazards in the one below): lable records and reports pertaining to ds in the housing (list docs below):
Durchaeor's		the housing.		ad-based paint and/or lead-based paint
x (c) x (d) (e)	Purchaser has Purchaser has Purchaser has Received a presence of X Waived the	received cop received the (check one la a day op flead-based opportunity	pies of all information list pamphlet <i>Protect Your</i> pelow): pportunity to conduct a paint or lead-based pai	risk assessment or inspection of the nt hazards; or sment or inspection for the presence of
	of Accuracy	ewed the info	ormation above and cer	us. tify, to the best of their knowledge, that
Seller		Date	Seller	Date
Purchaser		Date	Purchaser	Date

CONDITIONS OF SALE

The conditions of this public sale held **October 1**, 2024 are as follows:

- 1. <u>PROPERTY</u>. The "Property" to be sold consists of approximately 1 acre tract with improvements thereon situate in Fulton Township, Lancaster County, PA with an address of **276 Black Barren Rd, Peach Bottom PA 17563**, (also known as 274 and 278 Black Barren Rd) identified as Tax Parcel 280-06184-0-0000 and described in the deed recorded in the Lancaster County Recorder of Deeds Office on 9/22/2016 at Instrument #6289392.
 - 2. SELLER. This sale is on behalf of **John Z. and Anna H. King** ("Seller").
- 3. <u>PURCHASE AND DOWN PAYMENT</u>. The auctioneer, Beiler-Campbell Auction Services, shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the "Purchaser" of the property being struck off to him and he shall immediately thereafter sign the **Purchaser Agreement** attached to these Conditions of Sale, and pay down \$20,000.00 of the purchase money in legal tender as security for performance of this Agreement to the Seller or Seller's attorney. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.
- 4. <u>SETTLEMENT</u>. The balance of the purchase money shall be paid in legal tender of the United States at settlement to be held at the office of Blakinger Thomas, PC, 28 Penn Square, Lancaster, Pennsylvania 17603, **on or before November 15, 2024**, upon which payment the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to said property, free and clear of all liens and encumbrances, except as noted in these Conditions of Sale, and subject to any existing wall rights, easements visible upon the ground and those of record, building or use restrictions, zoning or land subdivision regulations, encroachments over property boundaries, or encroachments of any kind within the legal width of public highways, and leases as described herein. Formal tender of deed and purchase money are waived.

5. COSTS.

- A. ACKNOWLEDGEMENTS to deed shall be paid by Seller.
- B. DISBURSEMENT or any similar fees, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, shall be paid by Purchaser.
- C. ALL REQUIRED STATE AND LOCAL REALTY TRANSFER TAXES shall be paid by **Purchaser**.
- D. REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

- E. WATER and SEWER RENT (if any) shall be paid by Seller to date of settlement. The Property has a private well and septic system and is not currently served by public water or sewer service. The property shares a septic system with the 275 Black Barren Road property.
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- 6. <u>CONDITION OF PROPERTY</u>. The Property is improved with a single-family home and multiple outbuildings. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, electric, heating, plumbing, lighting, water, and any articles permanently affixed to the Property.

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 which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "AS IS". Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments of any kind.

- 7. <u>TIMING</u>. The date(s) specified herein for settlement, and all other dates, are considered to be "of the essence of the contract" and are binding.
- 8. <u>ZONING</u>. The Property is zoned Rural Residential in Fulton Township, Lancaster County. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use. Seller makes no representations that Seller's present or prior uses of the Property comply with the applicable township zoning ordinances.
- 9. <u>SELLER DEFAULT</u>. If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.
- 10. <u>PURCHASER DEFAULT</u>. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, 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 Purchaser and to retain any advance in price, or hold the Purchaser 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.
- 11. <u>NO WARRANTY</u>. Seller makes no warranty as to the condition of the property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, or spills. Purchaser understands and acknowledges that the structures and

improvements on the Property may need repair and replacement.

a part hereof. The Seller's Disclosure Form attached as **EXHIBIT A** and made a part hereof. The Seller's Disclosure Statement attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. The Purchaser also waives rights under the law to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. The Property is being sold unto Purchaser "AS IS" with no representation, guarantee or warranty 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, underground tanks, or any portion thereof. All planted crops shall remain the property of farmer who planted them, and said farmer shall have the right to harvest all crops planted on the Property as of the date of settlement.

Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Property, and that Purchaser has not relied upon any representations or statements of the auctioneer. Purchaser releases 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.

- 13. 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 daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters 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 daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 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 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, its shareholders, directors and officers, 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 Property. Seller has no knowledge concerning the presence or absence of Radon.
- 14. <u>RIGHT TO REJECT BIDS</u>. 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 future date or dates.

- ASSIGNMENT. Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.
- INTENT. This Agreement represents the whole Agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser Agreement, are hereby superseded by this Agreement.
- AMENDMENT. 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. EFFECT OF WAIVER OR CONSENT. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.
- 19. SEVERABILITY. If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.
- 1031 EXCHANGE. In the event that Seller desires to effectuate a 1031 Tax 20. Deferred Exchange with the proceeds of the sale of the Property, Purchaser shall cooperate in good faith to execute documents necessary to complete the same at no cost to Purchaser.
- LEASES. Leases shall disclose existing leases to be assigned to Purchaser at 21. Settlement. Seller shall make no modifications or changes to the existing leases between the date the Purchaser's Agreement is executed and Settlement.
- 22. TITLE TO MOBILE HOMES. Seller has possession of the titles to the mobile homes on the Property. Seller shall act promptly and in good faith to sign over the titles to Purchaser within three (3) days of Settlement. Purchaser shall pay all costs associated with the transfer of the mobile home titles. This provision shall survive Settlement.
- EASEMENT FOR SEW 23. O the shares septic, sewer and/or water n easement prior to Settlement establish

r sys	Seller reserves the right to clarify the rights to ems servicing the Property, and may record a he same.
	SELLER
	ohn Z. King

Anna H. King

PURCHASER AGREEMENT

276 Black Barren Rd Tax Parcel 280-06184-0-0000

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 Property, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions of Sale was read prior to commencement of bidding for the Property.

Sale under the terms and conditions as therein set forth, for the sum of
US Dollar
(\$).
In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Seller shall retain the security deposit and Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confes judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Property by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the term hereof, together with interest at the rate of Ten (10%) Percent per annum, and togethe with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 (\$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 appraisement, 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 Purchaser has executed this Agreement on October 1, 202-intending to be legally bound hereby.
Address:
Phone Number:
RECEIPT
Received by Seller / Blakinger Thomas, PC (on behalf of Seller) on 10/01/2024, as an earnes money deposit on account of the above purchase price, the amount of \$20,000.00.
Bv:

EXHIBIT A

Seller's Disclosure Statement

DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

INSPECTION	IS ADDENDUM 1	O THE AGR	EEMENT OF SALE	DATE:
RE: PROPER	RTY:			
SELLER:				
PURCHASEF	₹:			
DATE OF AG	REEMENT:	SETTLEM	IENT DATE:	, SALE PRICE: \$
1978 is notifice young children permanent ne problems, and seller of any lead-based publications of any paint hazards	ser of any interes ed that such propen at risk of dev eurological dama d impaired mem interest in reside aint hazards fron	perty may pro- peloping lead ge, including pry. Lead po- ntial real pro- n risk assess ed paint haza I prior to purc	esent exposure to lead poisoning. Lead poiso learning disabilities, relisoning also poses a poerty is required to provents or inspections in ards. A risk assessment	a a residential dwelling was built prior to from lead-based paint that may place oning in young children may produce duced intelligence quotient, behavioral articular risk to pregnant women. The vide the buyer with any information on the seller's possession and notify the t or inspection for possible lead-based
(a) P		d-based pain		nazards (check one below): int hazards are possibly present in the
(b)	housing. Records and F Seller has	Reports availa provided the	able to the seller (check purchaser with all avai	and/or lead-based paint hazards in the one below): lable records and reports pertaining to ds in the housing (list docs below):
Durchaeor's		the housing.		ad-based paint and/or lead-based paint
x (c) x (d) (e)	Purchaser has Purchaser has Purchaser has Received a presence of X Waived the	received cop received the (check one la a day op flead-based opportunity	pies of all information list pamphlet <i>Protect Your</i> pelow): pportunity to conduct a paint or lead-based pai	risk assessment or inspection of the nt hazards; or sment or inspection for the presence of
	of Accuracy	ewed the info	ormation above and cer	us. tify, to the best of their knowledge, that
Seller		Date	Seller	Date
Purchaser		Date	Purchaser	Date

Lancaster County

Bonnie L.Bowman Recorder of Deeds 150 N. Queen St. Suite 315

Lancaster, PA 17603 Phone: 717-299-8238 Fax: 717-299-8393



INSTRUMENT #: 2016-0095-J

RECORDED DATE: 04/07/2016 02:05:43 PM



LANCASTER COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 4

Document Type:

SUBDIVISION PLANS & OTHER

PLANS

Transaction Reference: Document Reference:

RETURN TO: ()

**PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above.

REGESTER ASSOCIATES, INC.

Transaction #:

Document Page Count: Operator Id:

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3678233 - 1 Doc(s)

SUBMITTED BY: ()

REGESTER ASSOCIATES, INC.

LANCASTER COUNTY ROD BONNIE L. BOWMAN SUBDIVISION PLANS & OTHER PLANS 2016-0095-J 04/07/2016 02:05:43 PM /

RCD Fees: \$19.00 Taxes: \$0.00 Page 1 of 4



* PROPERTY DATA:

Parcel ID #:

Municipality: School District:

* ASSOCIATED DOCUMENT(S):

FEES / TAXES:

RECORDING FEE: SUBDIVISION \$9.50 **PLANS & OTHER PLANS** \$2.00 CRC #6544 \$3.00 RIF #6543 \$0.50 WRIT TAX EXTRA PAGE FEE \$4.00 Total: \$19.00 INSTRUMENT #: 2016-0095-J

RECORDED DATE: 04/07/2016 02:05:43 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Bonnie L. Bowman Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls. *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION

7

Prepared by:

Lancaster County Planning Commission

Return to:

REGESTER ASSOCIATES, INC. 330 WEST STATE STREET QUARRYVILLE PA 17566

District #:

280

CERTIFIED ON 4/PM/16

LANCASTER COUNTY ROD BONNIE L. BOWMAN SUBDIVISION PLANS & OTHER PLANS 2016-0095-J 04/07/2016 02:05:43 PM RCD Fees: \$19.00 Taxes: \$0.00 Page 2 of 4



Re:

LCPC File #: 78-233-4

A request to review the plan identified below was received by the Lancaster County Planning Commission on **December 22, 2015** and was reviewed at the Commission meeting on **February 8, 2016**.

Plan Name: Samuel F. Zook and John Z. & Anna H. King

Application Classification: Final **Municipality:** Fulton Township

Project Location: West side of Robert Fulton Highway, Rt 222, north side of Black Barren Road

Proposed Use: Residential/Commercial

Number of Lots/Units: 2/0 Total Acreage: 6.344

Property Owner(s): Samuel F. Zook

1550 River Road Drumore, PA 17518

John Z. & Anna H. Stoltzfus

27 Esh Road New Providence, PA 17560

Certified for Recording by:

Senior Community Planner

JRC\DSS\fe

S:\COMMUNPL\ADMINISTRATIVE\SUPPORT STAFF\Recorder of Deeds-2016\ROD-REV-78-233-4.docx

SCALE - 1" = 800"

LOT ADD-ON PLAN SAMUEL F. ZOOK & JOHN Z. & ANNA H. KING

SITUATE IN FULTON TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA

1. LANDOWNERS/APPLICANTS:

TAX ACCOUNT NUMBER 2803937000000 (LOT 1) SAMUEL F. ZOOK 1550 RIVER ROAD

TAX ACCOUNT NUMBER 2800618400000 (LOT 2) 27 ESH ROAD

NEW PROVIDENCE, PA 17560

5. SITE ADDRESSES: 2474 ROBERT FULTON HIGHWAY AND 276 BLACK BARREN ROAD 6. PERIMETER SHOWN PER FIELD SURVEY PERFORMED BY REGESTER ASSOCIATES, INC. DATED FEBRUARY 17, 2015.

10. NO LAND SHALL BE CONVEYED, TRANSFERRED, OR AGREED TO BE SOLD, NOR SHALL THE CONSTRUCTION OF ANY

BY A HIGHWAY OCCUPANCY PERMIT AND THE TOWNSHIP'S APPROVAL OF THE PLAN IN NO WAY IMPLIES THAT

TOPOGRAPHIC INFORMATION SHOWN PER LANCASTER COUNTY G.I.S. DATA WITH A CONTOUR INTERVAL OF 5 FEET. EXISTING CONDITIONS NOTES

SUCH A PERMIT MAY BE ACQUIRED. NO NEW ACCESS IS PROPOSED AS A PART OF THIS PROJECT.

- 2. SOILS INFORMATION SHOWN PER THE U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION
- 3. ACCORDING TO THE NATIONAL WETLANDS INVENTORY MAPS, THERE ARE NO WETLAND AREAS LOCATED ON THIS
- 4. ACCORDING TO THE FLOOD INSURANCE RATE MAPS FOR LANCASTER COUNTY, PENNSYLVANIA, MAP NUMBER 42071C0760E, EFFECTIVE APRIL 19, 2005, THERE ARE NO FLOODPLAINS LOCATED ON THIS SITE.
- 5. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING HISTORICALLY SIGNIFICANT SITES LOCATED ON THIS . ALL SIGNIFICANT ENVIRONMENTAL FEATURES, TOPOGRAPHICAL FEATURES, EXISTING RIGHTS OF WAY AND CARTWAYS
- FOR STREETS, ACCESS DRIVES AND SERVICE STREETS WITHIN 200 FEET OF THE SUBJECT TRACT HAVE BEEN
- 7. ACCORDING TO LANCASTER COUNTY G.I.S. DATA, THE UNDERLYING GEOLOGIC FORMATION FOR THIS ENTIRE SITE IS PETERS CREEK SCHIST (Xpc). THIS FORMATION IS MODERATELY RESISTANT TO WEATHERING; HAS GOOD SURFACE DRAINAGE; HAS AN AVERAGE GROUNDWATER YIELD OF 75 GPM AT A MEDIAN WELL DEPTH OF 150-300 FEET; IS
- MODERATELY EASY TO EXCAVATE; HAS FAIR CUT-SLOPE STABILITY AND GOOD QUALITY FOUNDATION STABILITY. THE EXISTING VEGETATION FOR THIS SITE INCLUDES LAWN AREAS, BRUSH LANDS AND WOODS.

COMPLETENESS OR ACCURACY OF LOCATION AND DEPTH OF UNDERGROUND UTILITIES OR FACILITIES CANNOT BE GUARANTEED. A CONTRACTOR MUST VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES AND FACILITIES PRIOR TO BEGINNING ANY EARTH-MOVING ACTIVITIES.

2. THE EXISTING BUILDING LOCATED ON LOT 1 AND THE EXISTING DWELLINGS ON LOT 2 ARE SERVICED BY EXISTING ON-SITE WATER SUPPLIES AND EXISTING ON-SITE SEWAGE DISPOSAL SYSTEMS.

AGRICULTURAL DISCLAIMER NOTE
WARNING: THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN AN AREA WHERE LAND IS USED FOR AGRICULTURAL PRODUCTION. OWNERS, RESIDENTS AND OTHER USERS OF THIS PROPERTY MAY BE SUBJECT TO INCONVENIENCE, DISCOMFORT AND THE POSSIBILITY OF INJURY TO PROPERTY AND HEALTH ARISING FROM NORMAL AND ACCEPTED AGRICULTURAL PRACTICES AND OPERATIONS INCLUDING BUT NOT LIMITED TO NOISE, ODORS, DUST, THE OPERATION OF MACHINERY OF ANY KIND INCLUDING AIRCRAFT, THE STORAGE AND DISPOSAL OF MANURE, THE APPLICATION OF FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. OWNERS, OCCUPANTS AND USERS OF THIS PROPERTY SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCES, DISCOMFORT AND POSSIBILITY OF INJURY FROM NORMAL AGRICULTURAL OPERATIONS AND ARE HEREBY PUT ON OFFICIAL NOTICE THAT SECTION 4 OF THE PENNSYLVANIA ACT 58 OF 1998 "THE RIGHT TO FARM LAW" MAY BAR THEM FROM OBTAINING A LEGAL JUDGMENT AGAINST SUCH NORMAL OPERATIONS.

LOT AREA CALCULATIONS:

PROPOSED LOT AREA

6.081 ACRES EXISTING LOT AREA 0.737 ACRES LESS PARCEL A 5.344 ACRES PROPOSED LOT AREA 0.263 ACRES EXISTING LOT AREA 0.737 ACRES PLUS PARCEL A 1.000 ACRES

SAMUEL F. ZOOK 1550 RIVER ROAD DRUMORE, PA 17518

LANDOWNER/APPLICANT: JOHN Z. & ANNA H. KING 27 ESH ROAD NEW PROVIDENCE, PA 17560

LANDOWNER:

TAX ACCOUNT NUMBER: 2803937000000

SOURCE OF TITLE: DEED NO. 6191884 SUBPLAN NO. J-233-080

TAX ACCOUNT NUMBER: 2800618400000

SOURCE OF TITLE: DEED NO. 5969772

SHEET 1 SHEET 2 TITLE SHEET

SHEET 3

LOT ADD-ON PLAN EXISTING CONDITIONS PLAN

SITE DATA

LOT 2

TOTAL CONTENTS

ZONING DISTRICT PROPOSED LAND USE LOT 1

0.47 DU/ACRE (RR) RURAL RESIDENTIAL

1 ACRE*

10 FEET

35 FEET

20 FEET

COMMERCIAL RESIDENTIAL 6.344 ACRES

ZONING REQUIREMENTS (RR) RURAL RESIDENTIAL ZONE

100 FEET MINIMUM LOT WIDTH @ BUILDING SETBACK LINE 100 FEET MINIMUM LOT WIDTH . STREET R.O.W. LINE 20% MAXIMUM LOT COVERAGE MINIMUM SETBACK REQUIREMENTS PRINCIPAL USE 50 FEET MINIMUM FRONT YARD SETBACK 10 FEET MINIMUM SIDE YARD SETBACK 40 FEET MINIMUM REAR YARD SETBACK ACCESSORY USE NOT PERMITTED MINIMUM FRONT YARD SETBACK 10 FEET MINIMUM SIDE YARD SETBACK

MINIMUM REAR YARD SETBACK MAXIMUM BUILDING HEIGHT PRINCIPAL STRUCTURES ACCESSORY STRUCTURES *THE MINIMUM LOT SIZE MAY BE REQUIRED TO BE INCREASED TO ACCOMMODATE ON ON-LOT SEWAGE DISPOSAL SITE AS DETERMINED

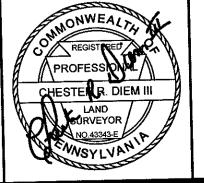
SECTION 317 OF THE FULTON TOWNSHIP ZONING ORDINANCE. ON ANY SEPARATE NONFARM PARCEL, NO TREE SHALL BE PLANTED WITHIN THIRTY (30) FEET OF ANY LAND WITHIN THE AGRICULTURAL

BY THE PA DER AS WELL AS AN ALTERNATE SITE AS REQUIRED BY

PENNSYLVANIA ONE CALL SYSTEM PA. ACT 172 OF 1986 REQUIRES

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOWN AND DESCRIBED HEREON IS TRUE AN CORRECT TO THE ACCURACY REQUIRED BY THE FULTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

12-04-15



REGESTER ASSOCIATES, INC. REGISTERED LAND SURVEYORS

PROFESSIONAL ENGINEERS

P.O. BOX 406 KENNETT SQUARE, PA. 19348 (610) 444-5554

330 WEST STATE STREET QUARRYVILLE, PA. 17566 (717) 786-8741

Situate In

Fulton Township, Lancaster County, Pennsylvania

LCPC #78-233-4

2 12-04-15 Revised Per Township Supervisor's Review & Comments
1 12-01-15 Revised Per Township Engineer's Review Letter Dated November 30, 2
No. Date Description

John Z. & Anna H.

Sheet Drawn By: DAM Checked By: CRDIII Job Number: 152009 11-11-15

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LOCATION MAP CERTIFICATE OF OWNERSHIP, ACKNOWLEDGMENT OF PLAN, AND OFFER OF DEDICATION COMMONWEALTH OF PENNSYLVANIA COUNTY OF LANCASTER ON THIS, THE DAY OF WOLL, 2018, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED SAMUEL F. ZOOK WHO BEING CERTIFICATE OF OWNERSHIP, ACKNOWLEDGMENT OF PLAN, AND OFFER OF DEDICATION COMMONWEALTH OF PENNSYLVANIA COUNTY OF LANCASTERY ON THIS. THE 18 TO DAY OF WOLCH, 2015, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JOHN Z. & ANNA H. KING WHO OWNERS OF PART OF THE PROPERTY SHOWN ON THIS PLAN, THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND PLAN, THAT THEY DESIRE THE SAME TO BE RECORDED, AND THAT ALL STREETS AND OTHER PROPERTY * IDENTIFIED AS PROPOSED PUBLIC PROPERTY (EXCEPTING THOSE AREAS, LABELED) "NOT FOR DEDICATION") ARE HEREBY DEDICATED TO THE PUBLICAUSE NOTARIAL SEAL DALE W. PEIFER, Notary Public West Fallowfield Twp., Chester County Commission Expires December 28, 2018

MY COMMISSION EXPIRES Dec 28, 20 18 CERTIFICATE FOR FINAL PLAN APPROVAL BY THE BOARD OF SUPERVISORS

John Z King

anna H. King

ANNA H. KING 🛭

VICE-CHAIRMAN

LANCASTER COUNTY PLANNING COMMISSION'S REVIEW CERTIFICATE

THE LANCASTER COUNTY PLANNING COMMISSION, AS REQUIRED BY 本格 PENNSYLVANIA MUNICIPALITIES PLANNING CODE, REVIEWED THIS PLAN ON FEBRUARY 8, 206, AND A COPY OF THE REVIEW IS ON FILE AT THE OFFICE OF THE LANCASTER COUNTY PLANNING COMMISSION IN LCPC FILE NO. 78-233-4 THIS CERTIFICATE DOES NOT INDICATE APPROVAL OR DISAPPROVAL OF THE PLAN BY THE LANCASTER COUNTY PLANNING COMMISSION, AND THE COMMISSION DOES NOT REPRESENT NOR GUARANTEE THAT THIS PLAN COMPLIES WITH THE VARIOUS ORDINANCES, RULES, REGULATIONS, OR LAWS OF THE LOCAL MUNICIPALITY, THE COMMONWEALTH, OR THE FEDERAL GOVERNMENT.

LANCASTER COUNTY ROD BONNIE L. BOWMAN SUBDIVISION PLANS & OTHER PLANS 04/07/2016 02:05:43 PM

RCD Fees: \$19.00 Taxes: \$0.00 Page 3 of 4

Plan Prepared For

