

**CONDITIONS OF SALE for 751 Lancaster Pike, Quarryville, PA 17566
on November 9, 2024 at 12:00 Noon**

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions. Further, Purchaser shall immediately pay down Fifteen Thousand (\$15,000.00) Dollars of the purchase money as security for the performance of this agreement, which \$15,000.00 shall be held in an escrow pending closing. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids. The real estate being sold is more fully described in Exhibit "A" attached hereto and has a mailing address of: 751 Lancaster Pike, Quarryville, PA 17566, Property ID# 520-58982-0-0000.

2. Purchaser shall pay the balance of the purchase money on or before December 31, 2024. Upon said payment, Seller 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 of 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 uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (ii) that no part of the property, 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 property, 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 premises is: Commercial Highway Zoning District

6. Possession shall be given to Purchaser at Settlement.

7. All buildings, improvements, rights, liberties and privileges thereto belonging are included in the sale. No personal property being sold at this sale is included with the real estate.

8. At Settlement, the property and all of its 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 is waived. Settlement shall be made at the office of Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566, unless some other location is agreed to by the parties.

10. Seller agrees to continue in force homeowners' 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.

11. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Purchaser on a fiscal year basis.

12. Seller shall pay acknowledgments to the deed.

13. Buyer shall pay all real estate transfer taxes.

14. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he 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.

15. There is no community sewage system available for this tract. A permit for a new, expanded or changed individual sewage system will have to be obtained pursuant to Section 7 of Pennsylvania Sewage Facilities Act (Act No. 537 of Jan. 24, 1966, P.L. (1965) 1535; 35 P.S. 750.7). Purchaser should contact the Township of Providence to determine the procedure and requirements for obtaining a permit for any additional or substitute individual sewage system.

16. This property is served by a well and septic system. No representation is made a) as to the quantity, potability or sufficiency of the supply of water or b) the adequacy of the septic system for any particular purchaser.

17. Title to the premises is marketable and subject to matters, other than liens and encumbrances, of record in the Lancaster County Courthouse.

18. 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.

19. a. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (1) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms, the premises are resold or (2) 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.

b. This Agreement is not assignable by Purchaser without Seller(s) prior written consent.

_____ (SEAL)

_____ (SEAL)

SELLER(S)

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.

The sum Purchaser has agreed to pay is

DOLLARS (\$ _____)

EXECUTED this 9th day of November, 2024.

Witness:

_____ (SEAL)

_____ (SEAL)

Purchaser (s)

Post Office address of Purchaser:

Township or Borough of Purchaser:

RECEIPT

Received of above Purchaser/s, on the date above mentioned on account of the purchase price

DOLLARS (\$ _____).

SELLER(S)