

# PUBLIC AUCTION

by The New Holland Borough Authority of  
**1154 Rank Road, New Holland, PA 17555**

## CONDITIONS OF SALE

The terms and conditions of the present public sale, held June 9, 2022 (herein also “**Public Sale Date**”), are as follows:

1. **SELLER:** This sale is held on behalf of **The New Holland Borough Authority** (herein also “**Seller**”), of 436 East Main Street, New Holland, PA 17557, the present owner of the Premises as hereinafter set forth.

2. **PREMISES:** The property to be sold (herein also “**Premises**”) is commonly known as **1154 Rank Road, New Holland, East Earl Township, PA 17555**, identified as Tax Parcel Number 200-10330-0-0000, and is more particularly described in the Deed recorded in the Lancaster County, Pennsylvania, Recorder of Deeds Office, in Record Book K53, Page 389 *et seq.* (herein also “**Property Deed**”), which Property Deed is made a part hereof, and incorporated herein by reference. The Premises also are referred to as “Lot 3” on the Auction sale notices. The street address number may be subject to change by the United States Postal Service.

3. **PURCHASE AND DOWN PAYMENT:** The auctioneer, Patrick Morgan Auction Services, LLC, shall take bids upon the Premises, and, in the event that the Premises are placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser of the Premises upon the Premises being struck off to the highest bidder at the highest bid (herein also “**Purchase Price**”). The highest bidder (herein also “**Purchaser**” or “**Buyer**”) shall immediately thereafter execute and deliver to Seller, the Purchaser's Agreement attached to these Conditions of Sale, and shall pay a Down Payment of Ten (10%) Percent of the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and the Purchaser's Agreement. Purchaser acknowledges that the Down Payment shall be paid to the Seller in the form of cash, check drawn on a Pennsylvania bank, certified funds, and shall not be held in escrow. Checks for the down payment will be deposited the next business day. Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. The Purchaser further acknowledges that the Premises is NOT being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

4. **REBIDDING:** If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.

5. **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 insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, 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 of 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. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof.

- A. The current Property Deed for the premises granted to the Commonwealth of Pennsylvania (herein also "PA"), for use of the Pennsylvania Game Commission (herein also "PGC"), the right of PGC to use the Premises for an FM radio tower station, and in the event the PGC ceased to use the Premises for such purposes, then full fee simple title to the Premises automatically reverts back to the Seller by operation of law. The PGC ceased using the Premises for an FM radio tower station many decades ago and, thus, by operation of law, full fee simple title reverted to the Seller as the sole owner of the Premises. The sale, transfer, and settlement described herein and in the Purchaser's Agreement shall be conditioned upon PA, for use of PGC, either at or prior to the Settlement, joining in the new deed to the Purchaser, or executing such other documents satisfactory to Seller, to confirm (i) that the PGC no longer uses the Premises for an FM radio tower station, and (ii) that the above-described reversion has occurred, and (iii) if requested by Seller, quitclaiming any and all rights that PA, for the use of PGC, may still have in the Premises. If PA, for the use of PGC, has not executed the foregoing described new deed or all other documents by the time of Settlement, then (1) Settlement may be extended by mutual agreement of the Seller and Buyer or, alternatively, (2) either the Seller or Buyer may terminate the Purchase Agreement as of the Settlement Date, or any extended Settlement Date, in which case the Seller shall refund the Down Payment to the Buyer, and each of the Seller and Buyer shall hereby be released by the other from any and all duties, obligations, liabilities, claims, actions, or damages (or any combination of the foregoing) with respect to the sale of, transfer of, and settlement for the Premises.

6. **SETTLEMENT:** Settlement shall be held at the Law Offices of Bradford J. Harris, Esquire, 132 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster County, on or before July 25, 2022, (herein also "**Settlement Date**") which time shall be of the essence of this Agreement. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

7. **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:
  - (i) All required state and local realty transfer taxes.
  - (ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
  - (iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding

settlement for the Premises, unless expressly contracted for in writing by the Seller.

- (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
  - (v) 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 purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller.
- (b) **Seller** shall provide or pay for:
- (i) Acknowledgements to deed.
  - (ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.
  - (iii) A 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 business in the Commonwealth of Pennsylvania.
- (c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

8. **REJECTION OF BIDS**: Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn the sale to a future date or dates.

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 orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; 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 easement for 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, 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 Settlement Date, 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 Sellers' 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. **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 Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

11. **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 Premises is retained or 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.

12. **SUMMARY OF CONDITIONS**: The Purchaser acknowledged 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.

13. **PARTIES BOUND**: These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

14. **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.

**IN WITNESS WHEREOF**, the Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

**NEW HOLLAND BOROUGH AUTHORITY,**  
*Seller*

By: \_\_\_\_\_  
**Robert P. Johnson, Board Chairman**

**c/o Bradford J. Harris, Esquire, 132 West Main Street, New Holland, PA 17557 (717-354-4456)**

**PURCHASER'S AGREEMENT & RECEIPT**

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

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, then in addition to all other remedies available to Seller at law, in equity, or otherwise, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Thirty (30%) Percent of the amount then due, but in no event less than One Thousand Five Hundred and 00/100 (\$1500.00) 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 appraisal, 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 Purchasers have executed this Agreement on June 9, 2022, intending to be legally bound hereby.

*Purchaser's*  
*Signature(s):* \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Purchaser's  
Printed Name(s): \_\_\_\_\_

\_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Phone: \_\_\_\_\_ (h) \_\_\_\_\_ (w)

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars,  
representing the of ten (10%) percent of the Purchase Price for the purchase of the Premises (referred to herein and in the attached Conditions of Sale as "**Down Payment**").

**GOOD & HARRIS, LLP**

By: \_\_\_\_\_  
**Bradford J. Harris, Esquire, Attorney for Seller**  
132 West Main Street, New Holland, PA 17557  
717-354-4456  
brad@goodharris.com