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# CONDITIONS OF SALE

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The Conditions of the present public sale of real estate are as follows:

The property to be sold is 725 Newport Avenue, in the Township of Salisbury, County of Lancaster, Commonwealth of Pennsylvania, as more fully described in the legal description attached hereto and made a part hereof (the "Property").

1. The highest bidder shall be the Purchaser<sup>1</sup> upon the Property being struck off to him, and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale, and pay down to Seller THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) ("Deposit") or furnish sureties satisfactory to the Seller as security for performance of this Agreement. If any dispute arises among bidders or at the auctioneer's discretion, the Property shall immediately be put up for renewal of bidding.
2. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held within sixty (60) days, at the offices of Mersky Law Group ("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 or which are of public record, and further 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 and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 4 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of 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.

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<sup>1</sup>Both Seller(s) and Purchaser(s), whether one or more and regardless of gender, are designated throughout these Conditions of Sale in singular masculine form.

3. Closing costs shall be paid as follows:
  - (1) ACKNOWLEDGMENTS to the Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.
  - (2) REAL ESTATE TAXES shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis. If applicable, Buyer shall bear the cost of removing any portion of the Premises from its preferential assessment under Act 319.
  - (3) All utilities serving the property shall be paid by Seller to date of settlement or prior delivery of possession.
  - (4) Any "DISBURSEMENT" or other 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.
  - (5) If Purchaser at settlement purchases a lender's or owner's title insurance policy, Purchaser may do so through Mersky Law Group PLLC. In the event Purchaser elects to purchase title insurance from another title insurance agency, Purchaser shall reimburse Seller at settlement for Seller's attorneys' costs and fees incurred for the preparation for and conduct of the auction.
4. The Property shall be sold UNDER AND SUBJECT to the following Restrictions and other matters, which shall bind Purchaser, his heirs, successors and assigns:
  - (1) Public and Private rights in and to that portion of the premises lying in the bed of public roads.
  - (2) All matters and facts, including, but not limited to, any discrepancies, encroachments, violations, variations, overlaps, boundary line disputes, shortage in area, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - (3) Subject to Covenant & Restrictions, Right of ways, Easements as set forth in Plat Inst #2022-0352-J, and 2023-0417-J.
  - (4) Subject to Sewer Easement Agreement recorded in Book P94 Page146-153 and 2168/349-357.

- (5) Subject to Storm Water Management Agreement and Declaration of Easement recorded in Inst #6704622.
- (6) Any and all other matters of public record.
5. 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.
  6. POSSESSION, unless otherwise noted in the Conditions, shall be given to the Purchaser at settlement, subject to the items identified in the Public Auction Sale Bill and/or announced prior to the auction as reserved.
  7. 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.
  8. 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.
  9. The sale of the Premises and the Purchaser's obligations under these Conditions of Sale shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Premises, nor shall they be contingent upon the sale of any other real estate owned by the Purchaser.
  10. The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.
  11. 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 unto Purchaser "AS IS", with no representation, guarantee or warrant regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof (other than the Seller's Property Disclosure Statement, annexed hereto, submitted by Seller in good faith and to the best of Seller's knowledge).***

No representations are made or warranties given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, regarding the zoning of the property or that the Property is in compliance with any federal, state or local environmental laws, regulations or ordinances.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the cost 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 conditions 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.

12. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
13. 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.
14. Purchaser acknowledges receipt of the Property Disclosure Statement, Lead-Based Paint Hazards Disclosure Form and EPA Lead-Based Paint Pamphlet which are attached hereto, and further acknowledges that no representations have been made contrary thereto and that Purchaser is not relying upon any representations or statements of the Seller, attorney for the Seller or the Auctioneer. The Purchaser releases the Seller, Attorney for the Seller and 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.
15. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the purchaser 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 read prior to commencement of bidding on the Property, 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 Property.

16. These Conditions of Sale, together with the Purchaser's Agreement and Seller's Property Disclosure Statement annexed hereto, 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 by these Conditions of Sale. 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.

17. 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 or his sureties (if any) 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.

Elk River RV Rentals LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Ephraim S. Stoltzfus, Member

## LEGAL DESCRIPTION

**PROPERTY**

**ADDRESS:** 725 Newport Avenue, Gap, PA 17527

**COUNTY:** Lancaster

ALL THAT CERTAIN tract, piece or parcel or land situate in the Township of Salisbury, County of Lancaster and State of Pennsylvania, bounded and described as follows:

BEGINNING at a cut in the concrete in line of land now or formerly of John Trego, South twelve (12) degrees and ten (10) minutes East, a distance of one hundred forty-four and seventy five hundredths (144.75) feet to a stone, a corner of land now or formerly of John Trego and William E. Koffroath; thence extending by land now or formerly of William E. Koffroath, South seventy six (76) degrees West, a distance of three hundred thirty six and thirty seven hundredths (336.37) feet to an iron pin in the middle of the Newport Road; thence extending along the middle of the Newport Road and by land now or formerly of John Barr, North twenty eight (28) degrees, fifty three (53) minutes West, a distance of two hundred eight and twenty two, hundredths (208.22) feet to an iron pin in said road, a corner of land now or formerly of Sadie Newhauser; thence leaving said road and extending by land now or formerly of Sadie Newhauser, North fifty eight (58) degrees, twelve (12) minutes East, a distance of two hundred and sixty eight hundredths (202.68) feet to a cut in the concrete in the middle of the Lincoln Highway, thence extending along the middle of the said Lincoln Highway, South seventy three (73) degrees, thirty (30) minutes East, a distance of two hundred thirty four (234) feet to a cut in the concrete, the Place of BEGINNING.

CONTAINING one (1) Acre and one hundred thirty-four and forty hundredths (134.40) perches.

The improvements thereon being known as 725 Newport Avenue, Gap, Pennsylvania - 17527.

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.

If I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN EJECTMENT** against me/us, in favor of the Seller or the latter's assigns, for possession of said Property, and direct the issuing of a writ of possession, with clause or writ of execution for costs: hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand/s and seal/s this 26th day of June, 2024.

Witness: \_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
Purchaser

Witness: \_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
Purchaser

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of Thirty-Five Thousand Dollars (\$35,000.00) on behalf of Seller.

Dated: \_\_\_\_\_