

CONDITIONS OF SALE
0 S. vintage Road, Paradise, PA 17562

The Conditions of the present public sale to be conducted this 17th day of April, 2025 are as follows:

The property to be sold is known as **South Vintage Road, Paradise Township, Lancaster County, Pennsylvania, Property ID #490-74114-000-0000** 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 a deposit in the sum Fifteen Thousand and 00/100 (\$15,000.00) Dollars on account of the Purchase Price 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 the Purchase Price shall be paid at a closing to be held on or before **June 16, 2025** at the law offices of **Clymer Musser & Sarno, PC**, 408 W. Chestnut Street, Lancaster, PA 17603, ("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 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) 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 and public utility easements, if any.

c. Any deed restrictions, covenants, easements, subdivision conditions or notes of record.

6. This is a vacant, wooded lot without any public utilities or structural improvements. Excluded items: None

7. POSSESSION shall be given to the Purchaser at Settlement.

8. There is no insurance on the Property.

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 are not 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.

13. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.

14. Intentionally Deleted.

15. Purchaser acknowledges receipt of Seller's Property Disclosure Statement prior to executing the Agreement on these Conditions of Sale. Purchaser is relying only on his own inspection and is not relying upon any representations or statements of the attorney for the Seller or the Auctioneer.

16. Seller represents that to the best of his knowledge and information the zoning classification for the Property is: Open Space.

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 Conditions of Sale.

18. These Conditions of Sale, together with the Purchaser's Agreement, represent the whole agreement between the parties.

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:
BRIGHTER VENTURES, LP
By: Labrador Leasing, LLC
Its General Partner

By: _____ (SEAL)
Paul Haug, Sole Member

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.

Purchaser's address _____
Purchaser's telephone and email: _____

Witness my/our hand/s and seal/s this _____ day of _____, 2025.

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 Fifteen Thousand and 00/100 (\$15,000.00) Dollars, on behalf of Seller.

Dated: _____

Exhibit "A"

ALL THAT CERTAIN lot or tract of land being situate east of Vintage Road (Township Road No. T-766) and north of Mine Road (Sadsbury Township Road No. T-463), in the Township of Paradise, County of Lancaster and Commonwealth of Pennsylvania, said tract of land being shown on a Property Survey for Frederick J. Reedy, prepared by Huth Engineers Inc, Lancaster, Pa, dated July 25, 1979, said plan being known as Drawing No. AC-3563, said tract of land being more fully bounded and described as follows:

BEGINNING at the northeast corner of the herein described tract at an iron pin found in line of lands now or formerly of Jerry L. Garver at a corner of lands now or formerly of John Ebersole, said iron pin found being located South 83 degrees, 20 minutes and 30 seconds West, a distance of 543.97 feet from a stone found; thence along lands now or formerly of John Ebersole, crossing over a stone found a distance of 309.09 feet from the beginning of this course, South 05 degrees, 28 minutes and 40 seconds West, a distance of 672.07 feet to a stone found, a corner of lands now or formerly of William F. Baum; thence along lands now or formerly of William F. Baum, North 85 degrees, 48 minutes and 40 seconds West, a distance of 179.31 feet to a stone found, a corner of lands now or formerly of Paul D. and Marilyn Haug; thence along lands now or formerly of Paul D. and Marilyn Haug, North 05 degrees, 47 minutes and 05 seconds East, a distance of 638.30 feet to an iron pin found, a corner of lands now or formerly of Jerry L. Garver; thence along lands now or formerly of Jerry L. Garver, North 83 degrees, 20 minutes and 30 seconds East, a distance of 179.86 feet to the point and place of Beginning.

Containing: 2.670 Acres