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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 163 Magnolia Drive, in the Township of Martic, 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 FORTY THOUSAND DOLLARS (\$40,000.00) ("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.
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, and Easements as set forth in Plat Map.
  - (4) 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. If Seller notifies Buyer that he wishes to enter into a tax deferred exchange for the Premises pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Seller shall indemnify and hold harmless Buyer against any liability which arises from any aspect of the exchange transaction.
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 of this Agreement and Conditions of Sale.
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 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.

13. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
14. 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.
15. Purchaser acknowledges receipt, if applicable, 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.
16. 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 announced prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public announcement of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.
17. 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.

18. 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.

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# LEGAL DESCRIPTION

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**PROPERTY ADDRESS:** 163 Magnolia Drive, Holtwood, PA 17532  
**COUNTY:** Lancaster

ALL THAT CERTAIN lot or tract of land with the improvements thereon erected located on the north side of Magnolia Lane, in the Township of Martic, Lancaster County and the Commonwealth of Pennsylvania as shown on a Final Plan for Donald D. and Jo Elaine Davis dated December 27, 2001, Dwg No. L011227-LDV as prepared by Lawrence L. Kratz, Inc., Manheim, Pennsylvania and recorded in the Lancaster County Recorder of Deeds Office in J-215-94. Bounded and described as follows:

BEGINNING at a spike in Magnolia Lane; thence along lands now or late of Hershey J. Ressler the following four courses and distances: (1) north seventy-nine (79) degrees thirty (30) minutes zero (00) seconds west, a distance of one hundred eighty-six and sixty-seven hundredths (186.67) feet to a stake; (2) south eighty-five (85) degrees ten (10) minutes zero (00) seconds west, a distance of two hundred fifty-three and twenty-five hundredths (253.25) feet to a stake; (3) north forty-five (45) degrees thirty (30) minutes zero (00) seconds west, a distance of two hundred ten and zero hundredths (210.00) feet to a three (3) feet high Iron pipe fd; (4) north thirty-two (32) degrees thirty (30) minutes zero (00) seconds east a distance of five hundred twelve and ninety-six hundredths (512.96) feet to a pipe set; thence along Block A Lot No. 2 the following four courses and distances: (1) south fifty-seven (57) degrees thirty (30) minutes zero (00) seconds east, a distance of one hundred twenty-one and eleven hundredths (121.11) feet to a pipe set; (2) south twenty-eight (28) degrees two (02) minutes two (02) seconds east, a distance of three hundred forty-six and six hundredths (346.06) feet to a pipe set; (3) south seventy-nine (79) degrees thirty (30) minutes zero (00) seconds east, a distance of one hundred seventy-two and twenty-five hundredths (172.25) feet to a pipe set; (4) south thirty-five (35) degrees one (01) minute thirty (30) seconds east, a distance of eighty-seven and fifty-five hundredths (87.55) feet to a pipe set in Magnolia Lane; thence in and along said Magnolia Lane south fifty-five (55) degrees forty-two (42) minutes thirty-three (33) seconds west, a distance of two hundred eleven and two hundredths (211.02) feet to the place of BEGINNING.

The improvements thereon being known as 163 Magnolia Drive, Holtwood, Pennsylvania - 17532.



# LANCASTER COUNTY

## LANCASTER COUNTY PLANNING COMMISSION

COUNTY COMMISSIONERS  
PAUL THIBAUT, Chairman  
HOWARD "PETE" SHAUB, Vice-Chairman  
RON FORD

50 NORTH DUKE STREET  
PO BOX 83480  
LANCASTER, PA 17608-3480  
TELEPHONE: 717-299-8333  
FAX: 717-295-3659  
RONALD T. BAILEY  
Executive Director

RECORDER OF DEEDS COPY  
FILE COPY

REMAILED

PAID 5

1 March 2002  
02LP

Ms. Rachel L. Bender, Secretary  
Martic Township Supervisors  
370 Steinman Farm Road  
Pequea, PA 17565

Re: Notice of Plan Receipt  
LCPC File #: 02-28

Dear Ms. Bender:

The application for plan approval identified below was received by the Lancaster County Planning Commission on 8 February 2002 and has been scheduled for action at the Commission meeting on 8 April 2002. The LCPC meeting will be held at 4:00 p.m., in Rooms 601 & 602, on the Sixth Floor, of the Courthouse.

Plan Name: Donald D. & Jo Elaine Davis  
Application Classification: Final  
Municipality: Martic Township  
Project Location: North Side of Magnolia Drive.

This Document Recorded  
12/30/2002  
10:05AM  
Doc Code: 02 Lancaster County, Recorder of Deeds Office  
Doc Id: 5141051  
Receipt #: 133249  
Rec Fee: 15.00

Proposed Use: Residential  
Number of Lots/Units: 2/2  
Total Acreage: 9.000

5141051  
Page: 1 of 5  
12/30/2002 10:05AM

Property Owner: Donald D. & Jo Elaine Davis  
Address: 163 Magnolia Drive, Holtwood, PA 17532

The Commission welcomes your comments on this plan application (*and waiver if applicable*) and solicits your cooperation in forwarding such information to the Commission Staff prior to the scheduled date of action. If no comments are received prior to that date, it will be assumed that you have no comment on the project.

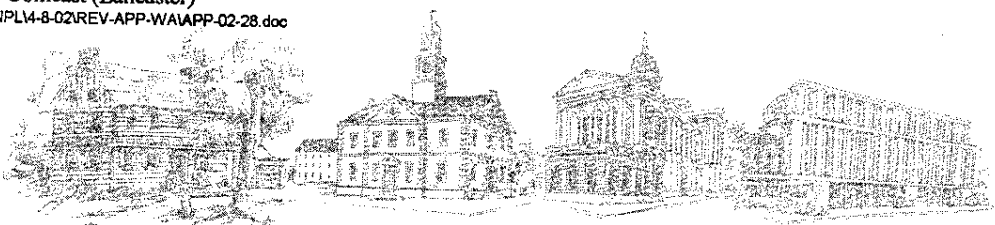
Sincerely,

*James R Cowhey*

James R. Cowhey  
Deputy Director for Community Planning/  
Chief Land Planner

JRC/tjsj  
Copy: Barbara Spiegelberg, Martic Township Planning Commission Secretary  
David Miller Associates Inc., Engineer  
Morgan Hallgren Crosswell & Kane, Solicitor  
Donald D. & Jo Elaine Davis, Landowner  
Larry Kratz, Lawrence L. Kratz, Inc.  
PPL Electric  
Commonwealth, Telephone Company  
UGI  
Comcast (Lancaster)

S:\COMMUNPL14-8-02REV-APP-WAAPP-02-28.doc









DWG# 101212121.DWG

REVISIONS
7/19/02 added "Waters of the U.S." notation
9/18/02 revised owner of J-195-29 Lot #4

NOTE: All points that do not show a seal printed in red ink may have been inadvertently offered. All information should be disregarded unless verified by the Professional Land Surveyor whose seal appears.

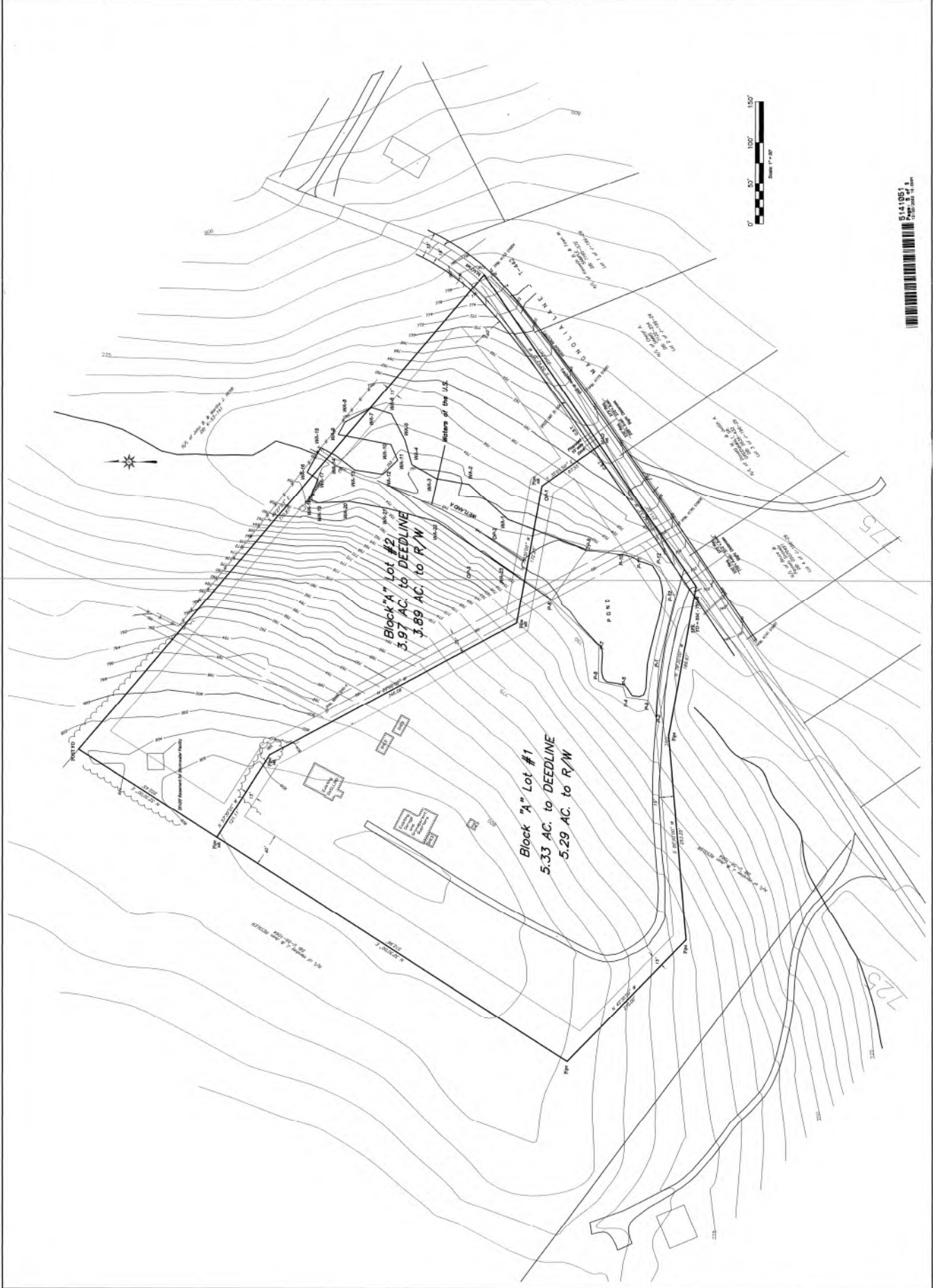
**PA ONE - CALL SYSTEM**

**CALL BEFORE YOU DIG!**

**LAWRENCE L. KRATZ, INC.**  
 527 KERSCHNER DRIVE  
 MANHEIM, PA 17345  
 (717) 664-3864  
 (717) 664-3865  
 1-800-745-4337  
**PROFESSIONAL LAND SURVEYOR**

**FINAL SUBDIVISION SHEET**  
 for the FINAL PLAN of  
**DONALD D. & JO ELAINE DAVIS**  
 MARTEC TOWNSHIP, LANCASTER COUNTY  
 COMMONWEALTH OF PENNSYLVANIA

SCALE: 1" = 50' Dec. 27, 2001  
 SHEET **2** of **4**  
 DRAWN: DMB/ADZ



3-215-94 12-20-00