

CONDITIONS OF SALE

The conditions of this public sale held this **21st day of August, 2021** are as follows:

1. **PROPERTY.** The property to be sold consists of the following two (2) parcels of real estate situate in Sadsbury Township, Chester County, PA with an address of 3211 W East Lincoln Highway, Parkesburg, and as described on **EXHIBIT A** attached hereto and made a part hereof.

UPI 37-2-8.2 (7 acres)

UPI 37-2-9 (3.4 acres)

2. **SELLER.** This sale is held on behalf of **Lind Scott and Anna Larsen**, hereinafter referred to as "Seller".

3. **PURCHASE AND DOWN PAYMENT.** The Auctioneer, Beiler-Campbell Auction Services, shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the "Purchaser" of the property being struck off to him and he shall immediately thereafter sign the **Purchaser Agreement** attached to these Conditions of Sale, and immediately pay a **\$50,000.00** deposit as security for performance of this Agreement to the Seller, which sum shall be applied to the purchase price at settlement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

4. **SETTLEMENT.** The balance of the purchase money shall be paid at settlement to be held at the office of Blakinger Thomas, PC, 28 Penn Square, Lancaster, Pennsylvania 17603, on or before **October 20, 2021** (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, as is insurable by a reputable title insurance company at regular rates, to said property, free and clear of all liens and encumbrances not noted in these Conditions of Sale, but subject to any existing wall rights, easements visible upon the ground and those of record, 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 leases as described herein. Formal tender of deed and purchase money are waived.

5. **COSTS.**

A. **ACKNOWLEDGEMENTS** to deed shall be paid by Seller.

B. **ANY "DISBURSEMENT" OR SIMILAR FEES**, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, shall be paid by Purchaser.

C. **ALL REQUIRED STATE AND LOCAL REALTY TRANSFER TAXES** shall be paid by Purchaser.

D. REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis. The property is enrolled in Clean and Green.

E. WATER and SEWER RENT, if applicable, shall be paid by Seller to date of settlement or prior delivery of possession.

F. POSSESSION shall be given to the Purchaser at settlement.

6. CONDITION OF PROPERTY. Included in the sale are all buildings (including the untitled mobile home), improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves attached to gas systems, and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; and any articles permanently affixed to the property.

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. There are no known eminent domain proceedings pending related to the Property. *Purchaser accepts the Property "AS IS" with no representation, guarantee or warranty regarding the condition of the property or improvements or structures thereon.* Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments.

7. TIMING. The date(s) specified herein for settlement, and all other dates, are considered to be "of the essence of the contract" and are binding.

8. ZONING. The Property is located in the zoning district as depicted by the Sadsbury Township zoning map. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use.

9. SELLER DEFAULT. If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.

10. PURCHASER DEFAULT. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, 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 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.

11. NO WARRANTY. Seller makes no warranty as to the condition of the property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, spills, or underground storage tanks.

12. DISLCOSURES. Seller's Disclosure Form attached as **EXHIBIT B** and made a part hereof. The Seller's Disclosure Statement attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. The Purchaser also waives rights under the law to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. ***The Property is being sold unto Purchaser "AS IS" with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.***

Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Premises, and that Purchaser has not relied upon any representations of the auctioneer. Purchaser releases 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.

13. RADON DISCLOSURE. Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks, It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, Call 1-800-23RADON or (215) 369-3590, Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present, Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. RIGHT TO REJECT BIDS. 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 future date or dates.

15. ASSIGNMENT. Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

16. INTENT. This Agreement represents the whole Agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser Agreement, are hereby superseded by this Agreement.

17. AMENDMENT. 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. EFFECT OF WAIVER OR CONSENT. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.

19. SEVERABILITY. If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

20. EXISTING CROPS. Crops and fruits growing on the property may continue to be harvested by Seller until the date of settlement.

SELLER

Lind Scott Larsen

Anna Larsen

PURCHASER AGREEMENT

*3211 E. Lincoln Hwy., Sadsbury Township, Chester County
UPIs 37-2-8.2 / 37-2-9*

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

The Purchaser agrees to purchase the Property 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, 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 Property 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 Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 (\$250.00) 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 appraisalment, 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 Purchaser has executed this Agreement on August 21, 2021 intending to be legally bound hereby.

Address:

Phone Number:

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of Fifty Thousand Dollars (\$50,000.00) on behalf of Seller.

BLAKINGER THOMAS, PC

By: _____

EXHIBIT A

Legal Description

ALL THAT CERTAIN tract of land, together with the improvements thereon erected, situate in the Township of Sadsbury, County of Chester and Commonwealth of Pennsylvania, more particularly bounded and described as Lot No. 1 according to a Plan dated February 1998 by Roland A. Dunlap, Registered Surveyor and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania on September 4, 1998 at Plan No. 14580, as follows:

BEGINNING at a point in the bed of Lincoln Highway (SR 142), said point also being a corner of lands now or late of William E. and Carolyn M. Chipan; thence from said point of beginning and through the bed of the Lincoln Highway (SR 142), North 83 degrees 16 minutes 58 seconds West, 642.05 feet to a point, being the southeast corner of remaining lands of Thomas J. and Kathleen P. Kitko (Lot No. 2); thence leaving the Lincoln Highway and along Lot No. 2, North 07 degrees 10 minutes 24 seconds West, 762.36 feet to a point on the southerly right-of-way line of the Coatesville-Downingtown By-Pass Route No. 30; thence along the southerly right-of-way line of the Coatesville-Downingtown By-Pass Route No. 30, the following 2 courses and distances: (1) on the arc of a curve curving to the right having a radius of 1,861.86 feet, an arc distance of 382.78 feet and a chord bearing of North 80 degrees 10 minutes 26 seconds East and a chord distance of 382.81 feet to a point; (2) North 86 degrees 03 minutes 50 seconds East, 413.42 feet to a point; thence leaving the southeasterly right-of-way line of the Coatesville-Downingtown By-Pass Route No. 30 and along lands now or late of Mark J. Sperber, the 7 following courses and distances: (1) South 11 degrees 53 minutes 59 seconds West, 51.86 feet to a point; (2) South 88 degrees 42 minutes 59 seconds West, 114.68 feet to a point; (3) South 35 degrees 31 minutes 58 seconds West, 200.79 feet to a point; (4) North 87 degrees 00 minutes 00 seconds East, 26.94 feet to a point; (5) South 01 degree 45 minutes 00 seconds East, 33.00 feet to a point; (6) South 64 degrees 30 minutes 00 seconds West, 23.10 feet to a point; (7) South 17 degrees 15 minutes 00 seconds West, 198.00 feet to a point on the northerly side of a 33.00 foot wide access easement; thence partially through the aforementioned 33.00 foot wide access easement and along lands now or late of William E. and Carolyn M. Chipan, the following 7 courses and distances: (1) South 26 degrees 30 minutes 00 seconds East, 28.05 feet to a point; (2) South 66 degrees 50 minutes 00 seconds West, 25.08 feet to a point; (3) South 29 degrees 20 minutes 00 seconds East, 22.80 feet to a point; (4) South 52 degrees 10 minutes 00 seconds West, 10.00 feet to a point; (5) South 29 degrees 19 minutes 11 seconds East, 217.90 feet to a point; (6) South 46 degrees 06 minutes 00 seconds East, 8.00 feet to a point; and (7) South 31 degrees 00 minutes 00 seconds East, 258.90 feet to the first-mentioned point and place of Beginning.

CONTAINING 10.408 acres of land, be the same more or less.

UPI NOS. 37-2-8.2 AND 37-2-9

EXHIBIT B

Seller's Disclosure Statement

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

INSPECTIONS ADDENDUM TO THE AGREEMENT OF SALE

August 21, 2021

RE: PROPERTY: 3211 E. Lincoln Hwy.

SELLER: Lind Scott and Anna Larsen

PURCHASER: _____

DATE OF AGREEMENT: 8/21/20, SETTLEMENT DATE: _____, SALE PRICE: \$ _____

Lead Warning Statement

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, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Please initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are possibly present in the housing (explain):
Improvements constructed prior to 1978. Seller without actual knowledge.
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Please initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____ Seller _____ Date _____

Purchaser _____ Date _____ Purchaser _____ Date _____