

**CONDITIONS OF SALE - Estate of Patricia L. DuBosq March 14, 2024  
at 6:00 p.m. - 629 Pumping Station Road, Kirkwood, PA 17536**

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions. Further, Purchaser shall immediately pay down thirty-five thousand (\$35,000.00) dollars as security for the performance of this agreement, which shall be paid over to Sellers and not held in an escrow account. If any dispute arises among the bidders, such dispute shall be raised immediately; and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids. The real estate being sold is more fully described in Exhibit "A" attached hereto and has a mailing address of: 629 Pumping Station Road, Kirkwood, PA 17536 (Property ID 100-83442-0-0000).

2. Purchaser shall pay the balance of the purchase money on or before April 30, 2024. Upon said payment, Seller will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the premises, good and marketable, free and clear of all liens and encumbrances not noted on these Conditions, but subject to any existing wall rights, easements, building or use restrictions which may appear in the chain of title or otherwise applicable to and controlling upon the subject property, encroachments of cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, zoning ordinances and present or future rights of public authorities with respect to public highways.

3. Seller represents (i) that there are no pending and unsettled eminent domain proceedings, no recent appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than

this property, except those which are apparent upon reasonable physical inspection of the premises and which may appear in the chain of title, or upon any subdivision plan(s) to said premises.

4. Any survey desired by Purchaser or required by Purchaser's lender shall be at the sole expense of Purchaser, for whatever reason desired or needed.

5. Zoning for premises is: Agricultural

6. Possession shall be given to Purchaser at Settlement.

7. All buildings, improvements, rights, liberties and privileges thereto belonging are included in the sale. No personal property being sold at this sale is included with the real estate.

8. At Settlement, the property and all of its 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.

9. Formal tender of deed and purchase money is waived. Settlement shall be made at the office of Nikolaus & Hohenadel, LLP, 303 West Fourth Street, Quarryville, PA 17566.

10. Seller agrees to continue in force the present fire insurance until delivery of deed or possession to Purchaser, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before delivery of deed or possession shall be credited upon the purchase money. If the amount, type, or coverage of insurance is not satisfactory to Purchaser, Purchaser may increase the amount and/or purchase other policies and/or coverage at Purchaser's own expense insuring Purchaser's interest therein. Purchaser assumes risk of ordinary wear and tear of any item covered by Seller's or Purchaser's insurance, or of anything which occurs after Purchaser has been given the right of possession.

11. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Purchaser on a fiscal year basis.

12. Seller shall pay acknowledgments to the deed.

13. Buyer shall pay all real estate transfer taxes.

14. There is no community sewage system available for this tract. A permit for a new, expanded or changed individual sewage system will have to be obtained pursuant to Section 7 of Pennsylvania Sewage Facilities Act (Act No. 537 of Jan. 24, 1966, P.L. (1965) 1535; 35 P.S. 750.7). Purchaser should contact the Township of Colerain to determine the procedure and requirements for obtaining a permit for any additional or substitute individual sewage system.

15. This property is served by a well and septic system. No representation is made a) as to the quantity, potability or sufficiency of the supply of water or b) the adequacy of the septic system for any particular purchaser.

16. CONDITIONS OF PROPERTY AND FIXTURES; RESDA DISCLOSURES: At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

Seller has no knowledge of any material defects in the Premises. The Seller has not conducted any investigation or inspection of the Premises in order to ascertain the presence of any potential problem or defect. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "**AS IS**" with no representation, guarantee or warranty regarding the condition of the premises, including, but not limited to, the electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof. No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or

regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the premises, the costs 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 condition 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.

17. LEAD BASE PAINT DISCLOSURE AND WAIVER OF RISK ASSESSMENT AND CONTINGENCY. This notice and waiver is provided pursuant to the requirement of regulations promulgated by the United States Environmental Protection Agency (hereinafter called EPA.) 24 C.F.R. Part 35, and 40 C.F.R. Part 745. 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 Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. The seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazard.

By the execution of this Agreement, the Purchaser hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. The Purchaser waives any rights as set forth in the

"Residential Lead-Based Paint Hazard Reduction Act of 1992", 42 U.S.C.A. §4852d, and any regulations promulgated thereunder, including 24 C.F.R. Part 35 and 40 C.F.R. 745, to require a risk assessment, or rights of rescission of this Agreement, and further releases the Seller from any and all liability of Seller as set forth in the aforesaid statute or regulations, including treble damages and attorney fees, or any civil or criminal penalties. The Purchaser agrees to take the Premises "**AS IS**" regarding lead-base paint and/or lead-based paint hazards. The Purchaser also waives Buyer's rights to be provided with the pamphlet required by the cited regulations about the dangers of lead poisoning.

18. Title to the premises is marketable and subject to matters, other than liens and encumbrances, of record in the Lancaster County Courthouse.

19. Any "Disbursement" or similar 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.

20. a. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (1) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms, the premises are resold or (2) to resell the premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down payment as security for or toward payment of any such loss.

b. This Agreement is not assignable by Purchaser without Seller(s) prior written consent.

Estate of Patricia L. Dubosq

By: \_\_\_\_\_ (SEAL)  
Cathy Dubosque, Executrix, SELLER(S)

**PURCHASER'S ACCEPTANCE**

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, executes the Purchaser's Acceptance and agrees that it shall be binding upon Purchaser/s and the heirs, legal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due; Purchaser authorizes the Prothonotary or any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejectment against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of Court, waiving present or future exemption laws and waiving the right of appeal.

The sum Purchaser has agreed to pay is

DOLLARS (\$) \_\_\_\_\_ )

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Witness:**

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**Purchaser (s)**

Post Office address of Purchaser:

Township or Borough of Purchaser:

RECEIPT

Received from above Purchaser/s, on the date above mentioned on account of the purchase price the amount of thirty-five thousand (\$35,000.00)

DOLLARS (\$35,000.00) .

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SELLER(S)

UNDER AND SUBJECT nevertheless to the same covenants and conditions retained by The Octoraro Water Company as set forth in the Recorder's Office at Lancaster, Pennsylvania in Deed Book I, Volume 74, Page 357 to the extent the same may effect the herein conveyed property.

AND UNDER AND SUBJECT, nevertheless, to the following conditions and restrictions to which the hereby granted lot or piece of ground within Section 1, Block A of the Final Subdivision Plan of Octoraro Valley Corporation and all other lots within said plan which is recorded in Subdivision Plan Book 117, Page 76, and the buildings or any structures now thereon erected and any which may be erected thereon hereafter shall be and remain subject:

1. As used in these restrictions the word "developer" shall mean The Octoraro Valley Corporation, its successor and assigns or its duly authorized agent.

2. No further subdivision of any lot shown on said plan shall be permitted whatsoever, except for lot No. 4 and 19 which may at the discretion of the developer be further subdivided, notwithstanding any future zoning or subdivision ordinances which may affect the property.

3. No dwelling house, garage, building, or structure of any character or driveway shall be erected, constructed or maintained on said land nor shall any addition to, change or alteration thereof be made unless and until the plans and specifications showing the nature, kind, shape, height, material, color scheme, location, front and rear facings, roofing and elevation thereof as well as location of each dwelling unit on the site have been approved in writing by the developer, or its duly authorized agent. A permanent copy of such plans shall be provided to the Developer for its reference. The developer shall have the right to refuse to approve any such plans and specifications submitted which are not suitable or desirable, in its opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned for the adjacent and neighboring property, and whether the plans are in keeping in general harmony with the surroundings and in accordance with the statement of purpose and concept of these restrictions.

Any building or structure to be erected upon any plot in the subdivision shall be completed on the exterior within nine months after construction has started. Completion requires finished grading and seeding.

Because of the aesthetics and the natural terrain, wood and wood siding are recommended building materials. Although other materials are acceptable, exposed concrete block, formstone and fake brick are specifically prohibited exterior building materials.

4. Only one single family dwelling unit shall be erected on any lot unless otherwise approved by the developer.

5. No structure of a temporary nature, including but not limited to a trailer, mobile home, tent, shack, lean-to, garage, or other buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

6. All owners shall keep all weeds and grass cut on their lots at all times and shall maintain all drainage swales and the like along roads as may be the case in any particular lot.

7. All lots to be conveyed shall be preserved and maintained in their present state of aforesaid as much as is possible in keeping with residential construction and/or gardening. Any site clearance shall be plotted on a lot plan and submitted to the developer for approval prior to cutting trees. Sites should be kept in as natural a state as possible, however, yard areas are to be maintained in a neat and orderly fashion.

continued on addendum...



8. No poles or appliances on which to hang or expose laundry shall be erected or maintained on such premises closer to the front line of said premises than the rear wall of the dwelling to be erected thereon.

9. No excavated materials shall be removed from the property site without the prior written approval of the developer unless prior written consent to the contrary is given by the developer.

10. All utility lines and cables, including but not limited to, electrical, telephone and television cable, shall be buried underground. No overhead wires of any kind shall be permitted other than those already in existence. No television, radio, or shortwave antennas shall be situated on the roof tops, but shall be placed at or near a tree line, and, to the extent possible, camouflaged, and in no event shall any antenna exceed fifty (50) feet in height.

11. All oil, gas, propane and other fuel storage tanks shall be buried or otherwise completely out of view.

12. The use of snowmobiles, mini bikes or off road or all terrain vehicles are prohibited on all lots and grounds in this subdivision.

13. Driveway construction shall be of the same or similar material as the roadway where the driveway leaves the roadway. Driveways may be no wider than twelve (12) feet.

14. No signs of any kind shall be displayed to the public view on any lot except one (1) permanent professional sign of not more than one (1) square foot, one (1) sign of not more than four (4) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sale period.

15. In general, there shall be no fences erected adjacent to or along the property lines of individual lots. Excluded from this restriction shall be the erection of fences in connection with the operation of a farm or farm-related activities, the design of the house or for enclosing small play areas or outdoor living areas, swimming pools, adjacent or in close proximity to the house. No fences of all metal or all wire construction shall be permitted unless approval in writing by the developer. Notwithstanding anything contained herein to the contrary, any fencing whatsoever must be approved, in writing, by the developer.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash, rubbish or garbage, etc., shall be kept in containers maintained in a clean and sanitary condition and pick up or disposed of on a minimum of a weekly basis.

17. No unlicensed vehicles shall be allowed to sit on the land nor shall any automobile be allowed to sit on the land without a current state inspection sticker.

18. No mobile home, mobile trailer, camp trailer, boat, boat trailer, or commercial vehicle shall be allowed to stand or be parked on any lot or on any street or roadway where visible from any public or private road or right of way for a continuous period in excess of twenty-four (24) hours.

19. The use of any property for trail motorcycles or hill climbs is absolutely prohibited. The use of private driveways is strictly limited to property owners, their family and guests.

20. Except for agricultural purposes, no store, tavern, or other public, commercial, industrial or professional business shall at any time be maintained thereon except when approved by developer in writing. In no event, shall commercial lumbering operations, the sale of trees, commercial poultry operations, the operation of a piggery be permitted on any of the sites.

21. No noxious or offensive activity shall be carried on upon any lot or shall anything be done thereupon which may be or may become an annoyance or nuisance to the adjoining property owners.

22. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, or shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

23. All roofs shall be of a quality that will enhance the aesthetics of the development and shall be either rigid shingles, asphalt, or equal, the color and manufacturer of which to be approved by the Developer. Wood shingle roofs are preferred and recommended.

24. The provisions herein contained shall run with the land, shall inure to the benefit of and be enforceable by the Developer or any land owner. The violation of any of the provisions is hereby declared and agreed by the acceptance of a deed to land within Section 1 to be a nuisance which may be remedied by appropriate legal proceedings. Failure of a said land owner or developer to enforce, or to restrain the breach of any provisions herein, shall in no way be deemed a waiver of the right to do so, or as a waiver of such a restriction, condition, covenant, or agreement. The Developer, and its successors and assigns shall not be responsible, for the default of any subsequent purchaser or owner of any portion of the said Section 1 and are not to enforce compliance with any provision herein, in the event of default of such purchaser or owner.

25. Invalidation of any one of these covenants by judgment or order of Court shall in no way affect any of the other provisions which shall remain in full force and effect.

26. These restrictions and conditions shall be in addition to any applicable provision of any present or future zoning law or ordinance and no provision hereof shall be deemed to authorize any act in violation of any such law or ordinance.

This deed is executed and delivered pursuant to a resolution of the Board of Directors of Octoraro Valley Corporation dated February 1, 1980.

This Document Recorded  
07/15/2003 State RTT: 3,950.00  
12:15PM Local RTT: 3,950.00  
Doc Code: 01 Lancaster County, Recorder of Deeds Office

Doc Id: 5207308  
Receipt #: 214841  
Reg Fee: 45.00

RECEIVED JUN 23 2003



5207308  
Page: 1 of 4  
07/15/2003 12:15PM

RECEIVED JUL 15 2003

FILE NUMBER 00-1086

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THIS INDENTURE made the 16 day of June, in the year of our Lord two thousand Three (2003);

BETWEEN William Allen Eddy, Jr. and Jane F. Eddy (hereinafter called the Grantor(s)), of the other part, and

Patricia L. DuBosq (hereinafter called the Grantee(s), of the other part,

WITNESSETH, that the said Grantor(s) for and in consideration of the sum of



lawful money of the United States of America, unto them well and truly paid by the said Grantee(s) at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, they granted, bargained and sold, released and confirmed, and by these presents do grant bargain and sell, release and confirm unto the said Grantee(s) her heirs and assigns,

ALL THAT CERTAIN lot or tract of land situate on the Northeast side of Pumping Station Road (LR 36086), South of Bridle Path (T764) in Colerain Township, Lancaster County, Pennsylvania, being known as Lot No. 4, Block A, as shown on a Plan prepared by J.C. Engineering/Surveying, Inc., dated February 7, 1980 (drawing #80013); and recorded in Lancaster County Recorder of Deeds Subdivision Plan Book J118, page 3, described as follows to wit;

BEGINNING at a PK nail in Pumping Station Rd, 33 feet wide, a corner of Lot 5, Block A, said PK nail being located 113.68 feet Southeast of a railroad spike, on or near the center line of said road; thence along Lot 5, Block A, the following 4 courses and distances; (1) North 64 degrees 07 minutes 50 seconds East a distance of 10.95 feet to an iron pin on the Northeast right of way line of Pumping Station Road; (2) In a line curving to the left having a radius of 28.00 feet, an arc distance of 32.35 feet the chord of said arc being south 72 degrees 12 minutes 30 seconds East, a distance of 28.94 feet to an iron pin; (3) North 61 degrees 27 minutes 15 seconds East, a distance of 251.06 feet to an iron pin and (4) North 11 degrees 29 minutes 05 seconds East a distance of 267.30 feet to an iron pin, a corner of Lot 4A, Block A; thence along the same, North 72 degrees 38 minutes 20 seconds East, a distance of 233.01 feet to a marked stone (found) a corner of land of Richard L. Humphreys; thence along the same, South 32 degrees 30 minutes 40 seconds East, a distance of 485.10 feet to an iron pipe in the line of land of Earl B. Linton; thence along the same South 70 degrees 39 minutes 36 seconds West, a distance of 345.00 feet to an iron pin, a corner of Lot 3, Block A; thence along the same, the following 4 courses and distances; (1) North 28 degrees 32 minutes 45 seconds West, a distance of 168.40 feet to an iron pin (2) South 61 degrees 27 minutes 15 seconds West, a distance of 251.06 feet to an iron pin; (3) In a line curving to the left having a radius of 20.00 feet, an arc distance of 32.35 feet, the chord of said arc being South 15 degrees 06 minutes 55 seconds West, a distance of 28.94 feet to an iron pin on the Northeast right of way line of Pumping Station Road and (4) South 58 degrees 46 minutes 35 seconds West, a distance of 13.03 feet to a PK nail near the centerline of Pumping Station Rd; thence in and along said road North 27 degrees 16 minutes 18 seconds West, a distance of 93.01 feet to a PK nail the place of Beginning.

*Personally Observed*

*699 W. Baltimore Pk  
St. Louis, MO 63105  
PP 19390*

CONTAINING 3.691 acres, more or less.

BEING TAX MAP NO. 19p-5-4

(Account #100-83442-0-0000)

BEING THE SAME PREMISES which Anthony R. Zaya, also known as Anthony F. Zaya, also known as Anthony F. Zaya, Jr. by Deed dated September 16, 1994 and recorded September 30, 1994, in the Office of the Recorder of deeds for Lancaster County, Pennsylvania, in Record Book 4462, page 506, granted and conveyed unto William Allen Eddy, Jr. and Jane F. Eddy ; husband and wife, as tenants by the entireties, their heirs and assigns.



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Together with all and singular the , improvements, ways, streets, alleys, driveways, passages, waters, water-Courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all estate, right, title, interest property, claim and demand whatsoever of the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee her heirs and assigns, to and for the only proper use and behoof of the said Grantee her heirs and assigns forever.


And the said Grantors, their heirs, executors and administrators do(es) covenant, promise and agree, to and with the said Grantee, her heirs, and assigns, by these presents, that they the said Grantors and her heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantors, and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will, subject as aforesaid.

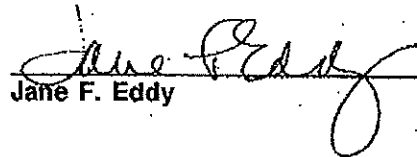
WARRANT and forever DEFEND.

In Witness Whereof, the part grantors of the first part hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

Attest: \_\_\_\_\_  
\_\_\_\_\_

 (SEAL)  
William Allen Eddy, Jr.

 (SEAL)  
Jane F. Eddy

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF Lancaster )

On this, the 16th day of June, 2003, before me a Notary public, the undersigned officer,  
personally appeared William Allen Eddy, Jr. and Jane F. Eddy, known to me (or satisfactorily  
proven) to be the persons whose names is/are subscribed to the within instrument, and  
acknowledged that they executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

*Delores Court*  
\_\_\_\_\_  
Notary Public

JENNERSVILLE ABSTRACT, INC.

00-1086

DEED

GRANTOR:

William Allen Eddy, Jr. and Jane F. Eddy

TO

GRANTEE:

Patricia L. DuBosq

PREMISES:

629 Pumping Station Road

Kirkwood, PA 17536

TAX #: 19P-5-4

Notarial Seal  
Delores Court, Notary Public  
Media Boro, Delaware County  
My Commission Expires Jan. 12, 2004  
Member, Pennsylvania Association of Notaries

The address of the above-named Grantee is:  
629 Pumping Station Road  
Kirkwood, PA 17536  
On behalf of the Grantee

I Certify This Document To Be  
Recorded in Lancaster Co. Pa.



*Steve McDonald*

STEVE McDONALD  
Recorder of Deeds



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