

INSTRUCTIONS TO BIDDERS AND CONDITIONS OF SALE

1. The property to be sold is all that certain tract of land with improvements thereon identified as 364 Steinman Farm Road, Lancaster County Tax Account No. 430-58016-0-0000 containing 20,947 square feet, more or less, as described in the deed recorded at Document No. 20260012675 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, located within Martic Township, Lancaster County, Pennsylvania, being more fully bounded and described on Exhibit "A" attached hereto and made a part hereof (the "Property").

2. Bids will be time stamped as received. In the event of two identical high bids, if the Board of Supervisors elects to accept a bid for the Property, the bid received first by the Township will be accepted.

3. The apparent high bidder shall present a certified check made payable to Martic Township in the amount of ten (10%) percent of his/her/its bid within one business day after notice that his/her/its bid has been accepted by the Board of Supervisors.

4. BALANCE of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of such attorney or title company as Purchaser may designate in Lancaster County, Pennsylvania, on or before September 4, 2026 (unless some other 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 said Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing easements, building or use restrictions of record; zoning, storm water management, sewage disposal or land subdivision regulations; or encroachments of any kind within the legal width of public highways.

5. Pursuant to the requirements of the Second Class Township Code, settlement on the Property shall be made not more than sixty (60) days of the date of the auction. Settlement on the Property shall be made within 60 days of the acceptance of the high bid. Time is of the essence.

6. The Seller represents that there are no pending and unsettled eminent domain proceedings, no 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 the Seller has knowledge.

7. 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 that occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

8. Formal tender of Deed and purchase money are waived.

9. ACKNOWLEDGMENTS to Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

10. REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

11. Any "DISBURSEMENT" or similar FEES purported to be charged by Purchaser's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Purchaser.

12. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening, and central air conditioning fixtures and systems; 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; cabinets; awnings; and any articles permanently affixed to the property, except---None.

13. Seller will continue in full force the present insurance coverage upon the Property 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 or collectible (either by Seller or any other loss-payee) therefor. Purchaser should inquire after the Property is struck off concerning the amount of such insurance and, if Purchaser considers Seller's insurance inadequate in amount or type, he should, at his own expense, procure such additional amounts, types, and/or policies of insurance as he may deem prudent to protect his risk.

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

15. Survey, if desired by Purchaser, shall be obtained and paid for by Purchaser.

16. The Property is being sold "AS IS" without warranty as to condition. The Purchaser and/or Purchaser's agents have had an opportunity to inspect the Property, and the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any of Seller's agents.

17. The Purchaser acknowledges that the Seller has not made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the Seller. The Purchaser releases the Seller 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.

18. 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 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.

19. Seller shall transfer all of its title and interest in the Property, subject to such restrictions and agreements as may appear of record and subject to any existing easements or rights-of-way, to Purchaser without any warranties or other representations, and Purchaser shall accept such title. Notwithstanding the foregoing, the Property shall be transferred free of all

mortgages, judgments and other liens. Seller is a governmental body and does not have the power or authority to grant warranties of title and the deed shall be a quitclaim deed.

20. The Property is a tract Seller acquired from Tyler Y. Turner, Sr., and Nancy A. Turner, husband and wife, by Deed dated April 12, 2012, recorded April 13, 2012, at Document No. 5991381 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania. The lots lines of the Property were changed by the plan recorded at Document No. 2026-1136- J in the Office of the Recorder of Deeds, and the new legal description was placed of record in a deed recorded at Document No. 20260012675 The Property will be sold subject to all restrictions of record.

21. The Property is subject to a Declaration of Restrictions dated February 5, 2024, and recorded February 9, 2024, at Document No. 6771960 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania.

22. The Property contains an existing on-lot wastewater treatment system which was the subject of an inspection with an inspection report dated May 2, 2024, which determined that the distance of the well to the seepage pit is 63 feet. The Property is subject to a Release, Waiver of Subrogation and Indemnification relating to the distance between a portion of the on-lot wastewater treatment system and the well recorded at Document No. 6786475 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania.

23. Purchaser acknowledges that no representation whatsoever is made concerning zoning of the Property, or the uses of the Property that may be permitted under local ordinances, and the Purchaser has satisfied himself that the zoning of the Property is satisfactory for his contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement.

24. Seller has reserved and does reserve the right to reject any and all bids.

25. Purchaser acknowledges that these Conditions of Sale were available for inspection by Purchaser prior to the submission of its bid, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents of the Conditions of Sale 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 herein.

TOWNSHIP OF MARTIC
Lancaster County, Pennsylvania

By: _____
(Vice) Chairman
Board of Supervisors