

## CONDITIONS OF SALE

The conditions of this public sale held the 20<sup>th</sup> of May, 2026 (this "Agreement") are as follows:

1. Property. The property to be sold consists of approximately 0.200 acres with buildings and improvements thereon situate in Township of Manor, Lancaster County, Pennsylvania with an address of 1736 Heritage Avenue, Lancaster, identified as tax parcel 410-99777-0-0000, and described on **EXHIBIT A** attached hereto and made a part hereof.

2. Seller. This sale is held on behalf of the Co-Executors of the Estate of Judith D. Barton, hereinafter referred to as "Seller".

3. Purchase and Down Payment. The auctioneer, John M. Hess Auction Service, Inc., 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 pay a down deposit totaling Ten Percent (10%) of the purchase price to Seller as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.

4. Settlement. The balance of the purchase price shall be paid at settlement to be held at the office of Blakinger Thomas, 28 Penn Square, Lancaster, Pennsylvania 17603, on or before July 4, 2026 (unless some other time or place shall hereafter be agreed upon by Seller and Purchaser), upon which payment Seller shall convey to Purchaser, by deed prepared at Purchaser's expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to the Property, free and clear of all liens and encumbrances, except as noted in these Conditions of Sale, and 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 over property boundaries, or encroachments of any kind within the legal width of public highways, and leases as described herein and subject to all easements, encumbrances, or encroachments which are recorded in the Lancaster County Recorder of Deeds Office, or which would be apparent upon reasonable physical inspection of the Property. This Paragraph 4 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance, at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of Purchaser. Formal tender of deed and purchase money are waived.

5. Costs.

A. Acknowledgements to deed shall be paid by Seller.

B. Disbursement or any similar fees, tax certification fees, service fees, and any other fees attempted to be charged against Seller by the attorney or title company holding settlement for 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.

E. Water and sewer rent (if any) shall be paid by Seller to date of settlement.

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

6. Condition of the Property. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, electric, heating, plumbing, lighting, water, 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 which occurs after possession has been given to Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "AS IS." Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments of any kind.

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 an RM Medium Density Residential Zone, Manor Township, Lancaster County. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use. Seller makes no representations that Seller's present or prior uses of the Property comply with the applicable township zoning ordinances.

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 Purchaser with this Agreement, Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain 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, or spills.

**PURCHASER AGREEMENT**

1736 Heritage Avenue, Lancaster, PA 17603  
Parcel Account Number 410-99777-0-0000

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, Seller shall retain the security deposit and 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 percent (10%) per annum, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less than Two Hundred Fifty Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, 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, Purchaser has executed this Purchaser Agreement on \_\_\_\_\_, 2026 intending to be legally bound hereby.

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**RECEIPT**

Received by Seller on \_\_\_\_\_, 2026, as an earnest money deposit on account of the above purchase price, the sum equal to \_\_\_\_\_.

\_\_\_\_\_  
Grace C. Nguyen Bond, Attorney for the Estate of  
Judith D. Barton

**EXHIBIT A**  
**Legal Description**

**ALL THAT CERTAIN** lot or tract of land being situated on the South side of Heritage Avenue, formerly Benmar Drive, to be known and numbered 1736 Heritage Avenue, being known as the Eastern portion of Lot 12 and the western portion of Lot 13, Block J, as shown on a Plan of Lots of West Lawn, Manor Township, Lancaster County, Pennsylvania, dated January 26, 1961, revised November 9, 1961, prepared by H.F. Huth Engineers, Inc., said lot being more fully bounded and described as follows:

**BEGINNING** at a point in the South line of Heritage Avenue, formerly Benmar Drive, a corner of the remaining portion of Lot 12, Block J, said point being located at a distance of six hundred ninety eight (698) feet East of the intersection of the South line of Heritage Avenue, extended, and the East line of Dickinson Avenue, extended; thence along the South line of Heritage Avenue, North eighty-eight (88) degrees thirty three (33) minutes East, a distance of sixty eight (68) feet to a point, a corner of the remaining portion of Lot 13, Block J; thence along the same, South one (1) degree, twenty seven (27) minutes East, a distance of one hundred twenty five (125) feet to a point in line of lands now or late of Benjamin Stauffer; thence along the same, South eighty eight (88) degrees, thirty three (33) minutes West, a distance of sixty eight (68) feet to a point, a corner of the remaining portion of Lot 12, Block J; thence along the same, North one (1) degree twenty seven (27) minutes West, a distance of one hundred twenty five (125) feet to the point or place of beginning.

**BEING THE SAME PREMISES** which Fairway Park, Inc. by its deed dated March 13, 1963 and recorded in the Recorder's Office in and for Lancaster County in Deed Book M, Volume 52, Page 120, conveyed to Eli H. Leapman, his heirs and assigns.

**UNDER AND SUBJECT TO** Declaration of Restrictions of Fairway Park, Inc., relating to "West Lawn", dated September 6, 1960, and recorded on January 3, 1961, in the aforesaid Recorder's Office in Deed Book K, Volume 50, Page 409.

**EXHIBIT B**  
**Seller's Disclosure Statement**

12. **Disclosures.** Seller's Disclosure Form is attached as **EXHIBIT B** and made a part hereof. Seller's Disclosure Form attached hereto notwithstanding, by execution of this Agreement, Purchaser acknowledges that he/she has had a full and complete opportunity to inspect the Property. 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, underground tanks, or any portion thereof.* Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Property, and that Purchaser has not relied upon any representations or statements 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 Property "AS IS," with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, its shareholders, directors and officers, 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

14. **Right to Reject Bids.** 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 this Agreement, 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 this Agreement shall be valid unless made in writing, executed with the same degree of formality as this Agreement and the Purchaser 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 this Agreement 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 this Agreement, 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 this Agreement or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement 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. Offsite Bidding. Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions:

- A. Online bidders must register on HiBid.com in advance of the auction, and be approved to bid by Hess Auction Group.
- B. Successful bidder (telephone or online) must contact Blakinger Thomas, within 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at Blakinger Thomas, 28 Penn Square, Lancaster, Pennsylvania 17603.
- C. Failure to contact Blakinger Thomas, within 24 hours OR appear at the duly arranged time to submit deposit check and fully-executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.
- D. Prospective bidder accepts all terms herein.

**SELLER:**

Estate of Judith D. Barton

By: *Douglas P. Barton*  
Douglas P. Barton, Co-Executor

By: \_\_\_\_\_  
Michael A. Barton, Co-Executor

By: \_\_\_\_\_  
Deborah L. Matthews, Co-Executor

writing, executed with the same degree of formality as this Agreement and the Purchaser Agreement attached hereto.

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