SOUTHERN YORK COUNTY SCHOOL DISTRICT
CONDITIONS OF SALE

195.8 acres, more or less, of REAL PROPERTY LOCATED along Bowser Road, New Freedom, Shrewsbury Township, York County, PA and as more fully described on Exhibit "A"

December 7th, 2026

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The conditions of the present public sale are as follows:

1. The property to be sold is the Property, defined as **ALL THAT CERTAIN** land lying in Shrewsbury Township Borough containing approximately 195.8 acres, more or less. The tract is identified as Parcel I.D. #45-000-BI-0150.00-00000 and is the real property and improvements thereon described in the deed recorded in the York County Recorder of Deeds Office, Deed Book 1726, Page 6793 (the "Property").

2. The highest bidder shall be the bidder on the Property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down 10% of the purchase money, by check, as security for the performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. 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.
(b) Successful bidder (telephone or online) must contact Rhonda F. Lord, Esquire 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 Saxton & Stump, LLC at 221 West Philadelphia Street, Suite #600, York, PA 17401 or 280 Granite Run Drive, Suite 300, Lancaster, PA 17601
(c) Failure to contact {Rhonda F. Lord 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.

4. Balance of the purchase price shall be paid in full, by certified or cashier's check or wire transfer, at settlement to be held at the office of the Purchaser's lawyer in York County, Pennsylvania on or before February 7, 2027 (unless some other time or place shall hereafter be mutually agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by quit claim deed, all its right, title and interest to such property, but subject to any existing easements, any privileges and rights of public service companies, building or use restrictions, zoning or land subdivision regulations, or encroachments of any kind within the legal width of public highways. Purchaser shall pay for all charges for preparation of documents, including without limitation, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney's fees, tax certification fees, disbursement fees,

recording fees or settlement fees whether purported to be billed against Purchaser or Seller, unless expressly contracted for in writing by Seller

5. Purchaser shall be responsible for the cost of preparing the deed.

6. Formal tender of deed and purchase money are waived.

7. Acknowledgments to deed shall be paid by the Seller, and realty transfer taxes, and any roll back taxes shall be paid by the Purchaser. Any real estate taxes shall be apportioned to the date of settlement on the fiscal year basis of the individual taxing authority.

8. Included in the sale of the Property are all buildings, improvements, rights, privileges, and appurtenances.

9. The Purchaser, having had the opportunity to inspect, shall accept the Property, and the buildings and improvements thereon, **"AS IS," WHERE IS" AND IN ITS CONDITION AT CLOSING. THE SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE OPERATIONS OF THE PROPERTY, OR OTHERWISE, OR THE PHYSICAL CONDITION, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OF ANY OF THE PROPERTY**

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

11. The Seller shall continue in force the present fire insurance until delivery of deed or possession to the Purchaser--whichever shall first happen, and in case of fire or other loss will credit on account of the purchase price any insurance collected for the loss, or, if the insurance shall not have been paid by time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.

12. The Property is being sold with reservation. The Seller reserves the right to reject any or all bids and to withdraw the property from sale until it is knocked down by the auctioneer.

13. The parties acknowledge 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 that Purchaser has satisfied himself that the zoning of the Property is satisfactory for his contemplated use thereof.

14. The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer, has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or auctioneer. The Purchaser releases the 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.

15. In case of noncompliance 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 hold the present Purchaser liable for any loss, resulting from such resale, meanwhile holding the present Purchaser's down money as security for or toward payment of any such loss.

SOUTHERN YORK COUNTY SCHOOL DISTRICT

Attest: _____ By: _____

Secretary Title

PURCHASER'S AGREEMENT

Bowser Road, New Freedom, PA

I/we, _____, agree to purchase the Property mentioned in the foregoing Conditions, subject to such Conditions, for the sum of $_____;

WITNESS my hand and seal this ____ day of _____.

Signed in the presence of:

_____

Purchaser:

_____
Signature

_____

Printed Name:

Purchaser:

_____

Signature

_____

Printed Name:

_____

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RECEIPT

Received of the above Purchaser on the above date, on account of the above purchase price, the sum of $_____.

SOUTHERN YORK COUNTY SCHOOL DISTRICT

By: _____
Name

_____
Title