

CONDITIONS OF SALE

PUBLIC AUCTION FOR THE DALE K. WEBER ESTATE

The Conditions of Sale of the present public sale, held on April 23, 2026, are as follows:

1. **Seller.** This auction is held on behalf of Merle R. Weber, acting as Executor of the Dale K. Weber Estate, which is the present owner of the real estate to be sold (the “Seller”).
2. **The Property.** The real estate to be sold is the parcel of land, along with all improvements thereon, located at 325 Whitetail Rd, Reinholds, PA 17569, in West Cocalico Township, Lancaster County, Pennsylvania, being Tax Parcel No. 090-67162-0-0000, and being more fully described in a deed recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Deed Book A92, Page 370, as Instrument Number 985018619 (the “Property”).
3. **Purchase and Down Payment.** The highest bidder at the end of the bidding shall be the Purchaser of the Property, and he/she/they shall immediately thereafter sign the Purchase Agreement attached to these Conditions of Sale. The Purchaser shall also immediately make a \$30,000 down payment as security for the performance of the Purchase Agreement, to be credited towards the purchase price at the time of settlement. The down payment shall be paid directly to the Seller (not held in escrow). If any dispute arises among the bidders immediately after the property is struck off, and the appropriate high bidder cannot be determined by the Seller, then the Property may immediately be put up for renewal of the bidding.
4. **Settlement Place and Date.** Settlement shall be held at an attorney’s office or real estate settlement company’s office of the Purchaser’s choosing (must be located within 30 miles of the subject property). Settlement shall be held on or before June 22, 2026, unless the Purchaser requests and the Seller agrees to an extension of time for settlement.
5. **Settlement Requirements.** At the settlement, the Purchaser shall pay the remainder of the purchase price, and the Seller shall convey the Property to the Purchaser by a standard Fiduciary Deed that conveys fee simple title that is insurable at normal title insurance rates, free and clear of all liens and encumbrances, but subject to any existing easements, 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. The Fiduciary Deed shall either be prepared by the Seller’s legal counsel (at the Seller’s expense) or by the Purchaser’s title company if the Purchaser obtains a title insurance policy for the Property.
6. **Delivery of Good Title.** If the Seller cannot, after using reasonable efforts, deliver a clear and insurable title to the Purchaser by the settlement deadline, then Seller may elect to extend the settlement deadline by up to 30 days to allow Seller to make additional efforts to deliver good title. If, after such additional time, the Seller still cannot deliver good title, then the Purchaser may either proceed with settlement and accept such title as can be delivered, or the Purchaser may terminate the Purchase Agreement, thereby releasing the Seller from

all obligations hereto and resulting in the full down payment being refunded to the Purchaser (but without the Seller owing the Purchaser monetary damages of any kind).

7. **Condition of Property.** The Property is being sold "AS IS." At the time of settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary and reasonable wear and tear, (b) damage of any kind for which compensation that is reasonably satisfactory to Buyer may be obtained and paid to the Purchaser under the Seller's or the Purchaser's insurance, or (c) damage that occurs after possession has been given to the Purchaser. The Purchaser acknowledges that he/she has had a sufficient opportunity to inspect the Property and hereby waives any and all inspection contingencies. If the Property is materially damaged prior to the settlement and the amount offered by Seller's insurance is not reasonably satisfactory to Purchaser, then Purchaser may elect to terminate this Purchase Agreement and receive a full refund of the deposit money (but no other compensation).
8. **Waiver of Formal Tender.** Formal tender of the deed and the purchase money are hereby waived.
9. **Closing Costs.** Closing costs shall be allocated at the settlement as follows:
 - a. The cost of preparing the Fiduciary Deed, and the acknowledgements to the deed, shall be paid by the Seller.
 - b. All required state and local realty transfer taxes shall be paid solely by the Purchaser.
 - c. All property taxes shall be apportioned to the date of settlement on a fiscal year basis, using normal real estate settlement procedures.
 - d. Water and sewer rents, if any, shall be paid by the Seller through the date of the settlement.
 - e. Any other closing costs or fees charged by the Purchaser's title company or attorney for services which the Seller has not specifically engaged and agreed to pay shall be paid by the Purchaser.
10. **Inclusions in the Sale.** Included in the sale are all applicable buildings, improvements, rights, privileges and appurtenances, including the following fixtures/tangible property:
 - a. All applicable components of the heating and cooling system for the Property.
 - b. All currently installed storm doors and windows, screen doors and fitted window screens;
 - c. All currently installed roller and venetian blinds, curtains and drapery rods and hardware;
 - d. All currently installed major appliances; and
 - e. Any tangible personal property that is permanently affixed to the Property.
11. **Possession.** Possession of the Property shall be given to the Purchaser at the settlement.
12. **Insurance Coverage.** The Seller will maintain its present insurance or mutual aid coverage on the Property until the date of settlement, and in the case of loss will credit on account of

the purchase price at the settlement any insurance proceeds collected or collectible by Seller. To ensure full coverage, the Purchaser is also encouraged to obtain additional insurance coverage prior to the date of the closing as the equitable owner of the Property.

13. **Warranties.** The Seller represents and warrants that:
- a. There is no litigation or other legal or administrative proceeding pending or threatened against the Seller or the Property.
 - b. None of the Property is leased or pledged as security to any third party, and there are no liens or judgments against the Property other than those claims that the Seller will satisfy at or prior to the settlement for the Property.
 - c. Seller has no actual knowledge of hazardous substances located on/under the Property.
14. **Rejection of Bids.** Seller reserves the right to reject any and all bids.
15. **Seller's Disclosure.** This Property is being sold on behalf of the **Dale K. Weber Estate**. The personal representative of the estate does not have the requisite personal knowledge to provide a Seller's Property Disclosure Statement, and the Purchaser hereby agrees that no such disclosure is necessary or required by law.
16. **Seller's Remedies.** In the case of noncompliance by the Purchaser with these Conditions of Sale, the Seller, in addition to all other remedies provided by law, shall have the option to either:
- a. release the Purchaser from any current and future obligations related to the Purchase Agreement and retain the Purchaser's down payment money as liquidated damages, regardless of whether or not, or on what terms, the property is resold by the Seller; **or**
 - b. resell the property at public sale or private sale (to an arms length party), with or without notice to the present Purchaser and retain any increase in price received from such sale while returning the Purchaser's deposit, or if applicable, hold the present Purchaser liable for any expenses or reduction in price resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.
17. **Summary of Conditions.** The Purchaser acknowledges that these Conditions of Sale were available for inspection prior to the commencement of the bidding, and that the Purchaser had a sufficient opportunity to review the full Conditions of Sale. The Purchaser further acknowledges that only a summary of the Conditions of Sale was read prior to the commencement of bidding, and therefore is not relying on the public reading as a complete statement of terms and conditions contained herein.

SIGNED FOR SELLER ON APRIL 23, 2026

Merle R. Weber, Executor
Dale K. Weber Estate (SEAL)

RECEIPT OF PAYMENT BY SELLER

Received from the Purchaser on April 23, 2026, as down money and on account of the above purchase price, the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00). This down payment will be held by the Seller until the date of settlement and credited towards the purchase price at that time.

SIGNED BY SELLER ON APRIL 23, 2026

_____ (SEAL)
Merle R. Weber, Executor
Dale K. Weber Estate