



**REAL ESTATE SEALED BID AUCTION OFFER
MUST BE RECEIVED BY FRI., MARCH 22, 2024 AT 11:00 AM EST
Email Offers to: bjjennings@jenningsauction.com**

Property Address: 1784 Herman Drive., York PA 17408
Jennings Auction Group
15 Hykes Mill Rd., York Haven, PA 17370

Offer Price _____ **10% Buyers Premium** _____

Total Contract Price: \$ _____ (inclusive of offer price and buyer's premium. Used attached form for guidance. All terms of the auction agreement of sale shall apply)

Signature _____ Date _____

Print Name _____

Address _____

Phone _____ Email _____

Additional Notes / Comments _____

(Continue) _____

Submitted By (if different from above): _____

Phone _____ Email _____

Accepted By _____

Signature _____ Date _____

Please submit your highest and best offer. If an acceptable offer is submitted, there will be no further negotiations. We recommend that you do not wait until the last possible moment to submit your offer in case the internet is slow. Offers will not be shared with anyone other than Seller and Seller's Attorney.



Offer		Buyer's Premium		Total Contract Price		10% Deposit Due
\$ 280,000.00		\$ 28,000.00		\$ 308,000.00		\$ 30,800.00
\$ 281,000.00		\$ 28,100.00		\$ 309,100.00		\$ 30,910.00
\$ 282,000.00		\$ 28,200.00		\$ 310,200.00		\$ 31,020.00
\$ 283,000.00		\$ 28,300.00		\$ 311,300.00		\$ 31,130.00
\$ 284,000.00		\$ 28,400.00		\$ 312,400.00		\$ 31,240.00
\$ 285,000.00		\$ 28,500.00		\$ 313,500.00		\$ 31,350.00
\$ 286,000.00		\$ 28,600.00		\$ 314,600.00		\$ 31,460.00
\$ 287,000.00		\$ 28,700.00		\$ 315,700.00		\$ 31,570.00
\$ 288,000.00		\$ 28,800.00		\$ 316,800.00		\$ 31,680.00
\$ 289,000.00		\$ 28,900.00		\$ 317,900.00		\$ 31,790.00
\$ 290,000.00		\$ 29,000.00		\$ 319,000.00		\$ 31,900.00
\$ 291,000.00		\$ 29,100.00		\$ 320,100.00		\$ 32,010.00
\$ 292,000.00		\$ 29,200.00		\$ 321,200.00		\$ 32,120.00
\$ 293,000.00		\$ 29,300.00		\$ 322,300.00		\$ 32,230.00
\$ 294,000.00		\$ 29,400.00		\$ 323,400.00		\$ 32,340.00
\$ 295,000.00		\$ 29,500.00		\$ 324,500.00		\$ 32,450.00
\$ 296,000.00		\$ 29,600.00		\$ 325,600.00		\$ 32,560.00
\$ 297,000.00		\$ 29,700.00		\$ 326,700.00		\$ 32,670.00
\$ 298,000.00		\$ 29,800.00		\$ 327,800.00		\$ 32,780.00
\$ 299,000.00		\$ 29,900.00		\$ 328,900.00		\$ 32,890.00
\$ 300,000.00		\$ 30,000.00		\$ 330,000.00		\$ 33,000.00
\$ 301,000.00		\$ 30,100.00		\$ 331,100.00		\$ 33,110.00
\$ 302,000.00		\$ 30,200.00		\$ 332,200.00		\$ 33,220.00
\$ 303,000.00		\$ 30,300.00		\$ 333,300.00		\$ 33,330.00
\$ 304,000.00		\$ 30,400.00		\$ 334,400.00		\$ 33,440.00
\$ 305,000.00		\$ 30,500.00		\$ 335,500.00		\$ 33,550.00
\$ 306,000.00		\$ 30,600.00		\$ 336,600.00		\$ 33,660.00
\$ 307,000.00		\$ 30,700.00		\$ 337,700.00		\$ 33,770.00
\$ 308,000.00		\$ 30,800.00		\$ 338,800.00		\$ 33,880.00
\$ 309,000.00		\$ 30,900.00		\$ 339,900.00		\$ 33,990.00
\$ 310,000.00		\$ 31,000.00		\$ 341,000.00		\$ 34,100.00
\$ 311,000.00		\$ 31,100.00		\$ 342,100.00		\$ 34,210.00

\$ 312,000.00		\$ 31,200.00		\$ 343,200.00		\$ 34,320.00
\$ 313,000.00		\$ 31,300.00		\$ 344,300.00		\$ 34,430.00
\$ 314,000.00		\$ 31,400.00		\$ 345,400.00		\$ 34,540.00
\$ 315,000.00		\$ 31,500.00		\$ 346,500.00		\$ 34,650.00
\$ 316,000.00		\$ 31,600.00		\$ 347,600.00		\$ 34,760.00
\$ 317,000.00		\$ 31,700.00		\$ 348,700.00		\$ 34,870.00
\$ 318,000.00		\$ 31,800.00		\$ 349,800.00		\$ 34,980.00
\$ 319,000.00		\$ 31,900.00		\$ 350,900.00		\$ 35,090.00
\$ 320,000.00		\$ 32,000.00		\$ 352,000.00		\$ 35,200.00
\$ 321,000.00		\$ 32,100.00		\$ 353,100.00		\$ 35,310.00
\$ 322,000.00		\$ 32,200.00		\$ 354,200.00		\$ 35,420.00
\$ 323,000.00		\$ 32,300.00		\$ 355,300.00		\$ 35,530.00
\$ 324,000.00		\$ 32,400.00		\$ 356,400.00		\$ 35,640.00
\$ 325,000.00		\$ 32,500.00		\$ 357,500.00		\$ 35,750.00
\$ 326,000.00		\$ 32,600.00		\$ 358,600.00		\$ 35,860.00
\$ 327,000.00		\$ 32,700.00		\$ 359,700.00		\$ 35,970.00
\$ 328,000.00		\$ 32,800.00		\$ 360,800.00		\$ 36,080.00
\$ 329,000.00		\$ 32,900.00		\$ 361,900.00		\$ 36,190.00
\$ 330,000.00		\$ 33,000.00		\$ 363,000.00		\$ 36,300.00
\$ 331,000.00		\$ 33,100.00		\$ 364,100.00		\$ 36,410.00
\$ 332,000.00		\$ 33,200.00		\$ 365,200.00		\$ 36,520.00
\$ 333,000.00		\$ 33,300.00		\$ 366,300.00		\$ 36,630.00
\$ 334,000.00		\$ 33,400.00		\$ 367,400.00		\$ 36,740.00
\$ 335,000.00		\$ 33,500.00		\$ 368,500.00		\$ 36,850.00
\$ 336,000.00		\$ 33,600.00		\$ 369,600.00		\$ 36,960.00
\$ 337,000.00		\$ 33,700.00		\$ 370,700.00		\$ 37,070.00
\$ 338,000.00		\$ 33,800.00		\$ 371,800.00		\$ 37,180.00
\$ 339,000.00		\$ 33,900.00		\$ 372,900.00		\$ 37,290.00
\$ 340,000.00		\$ 34,000.00		\$ 374,000.00		\$ 37,400.00
\$ 341,000.00		\$ 34,100.00		\$ 375,100.00		\$ 37,510.00
\$ 342,000.00		\$ 34,200.00		\$ 376,200.00		\$ 37,620.00
\$ 343,000.00		\$ 34,300.00		\$ 377,300.00		\$ 37,730.00
\$ 344,000.00		\$ 34,400.00		\$ 378,400.00		\$ 37,840.00

\$ 345,000.00		\$ 34,500.00		\$ 379,500.00		\$ 37,950.00
\$ 346,000.00		\$ 34,600.00		\$ 380,600.00		\$ 38,060.00
\$ 347,000.00		\$ 34,700.00		\$ 381,700.00		\$ 38,170.00
\$ 348,000.00		\$ 34,800.00		\$ 382,800.00		\$ 38,280.00
\$ 349,000.00		\$ 34,900.00		\$ 383,900.00		\$ 38,390.00
\$ 350,000.00		\$ 35,000.00		\$ 385,000.00		\$ 38,500.00
\$ 351,000.00		\$ 35,100.00		\$ 386,100.00		\$ 38,610.00
\$ 352,000.00		\$ 35,200.00		\$ 387,200.00		\$ 38,720.00
\$ 353,000.00		\$ 35,300.00		\$ 388,300.00		\$ 38,830.00
\$ 354,000.00		\$ 35,400.00		\$ 389,400.00		\$ 38,940.00
\$ 355,000.00		\$ 35,500.00		\$ 390,500.00		\$ 39,050.00
\$ 356,000.00		\$ 35,600.00		\$ 391,600.00		\$ 39,160.00
\$ 357,000.00		\$ 35,700.00		\$ 392,700.00		\$ 39,270.00
\$ 358,000.00		\$ 35,800.00		\$ 393,800.00		\$ 39,380.00
\$ 359,000.00		\$ 35,900.00		\$ 394,900.00		\$ 39,490.00
\$ 360,000.00		\$ 36,000.00		\$ 396,000.00		\$ 39,600.00
\$ 361,000.00		\$ 36,100.00		\$ 397,100.00		\$ 39,710.00
\$ 362,000.00		\$ 36,200.00		\$ 398,200.00		\$ 39,820.00
\$ 363,000.00		\$ 36,300.00		\$ 399,300.00		\$ 39,930.00
\$ 364,000.00		\$ 36,400.00		\$ 400,400.00		\$ 40,040.00
\$ 365,000.00		\$ 36,500.00		\$ 401,500.00		\$ 40,150.00
\$ 366,000.00		\$ 36,600.00		\$ 402,600.00		\$ 40,260.00
\$ 367,000.00		\$ 36,700.00		\$ 403,700.00		\$ 40,370.00
\$ 368,000.00		\$ 36,800.00		\$ 404,800.00		\$ 40,480.00
\$ 369,000.00		\$ 36,900.00		\$ 405,900.00		\$ 40,590.00
\$ 370,000.00		\$ 37,000.00		\$ 407,000.00		\$ 40,700.00

JENNINGS AND GROSH, INC.
dba Jennings Auction Group
15 Hykes Mill Rd.
York Haven, PA 17370
717-268-0020

AGREEMENT OF SEALED BID AUCTION OF REAL ESTATE OFFERED BY Emerald Guardian Services, LLC, Plenary Guardian for the Person and Estate of Barbara E. Johnson, an Incapacitated Person, hereinafter SELLER.

LOCATED AT: 1784 Herman Dr., York, PA 17406
PROPERTY ID #: 51-000-33-0057.00-00000

1. Highest Bidder. This property is being sold with reserve and subject to confirmation by the SELLER. The highest and best accepted Sealed Bid offer shall become the BUYER upon SELLER confirmation; although final acceptance of this offer may be subject to Order of the Judge of the Orphans Court Division of the Court of Common Pleas.

2. The purchase price shall be the high bid price plus a 10% Buyers Premium, which together shall become the final contract purchase price.

3. Real Estate Taxes. All real estate taxes for the current tax period shall be pro-rated between the BUYER and SELLER to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by SELLER.

4. Transfer Taxes. BUYER shall pay 100% of the realty transfer taxes and other customary closing costs. Seller shall pay for deed preparation.

5. Terms. Deposit equaling 10% of the contract price shall be paid within 24 hours of the Guardian's acceptance of the Sealed Bid Auction Offer by local PA check, cash, cashier's check, or wire transfer. Any checks are to be made payable to Jennings and Grosh, Inc. as escrow agent for the SELLER. This deposit is non-refundable for any reason other than the SELLER'S inability to provide a title clear of liens and encumbrances; or in the event that the Judge does not agree to the sale of the real estate. The balance due, without interest, shall be paid at settlement, which shall take place on or before 45 days from acceptance or Judge's approval (if necessary); when a Deed of Fiduciary Warranty will be delivered and actual possession will be given to BUYER. The BUYER shall also sign this agreement at the conclusion of the auction and comply with these terms of sale.

(a) SELLER shall pay commission(s) as applicable. Broker-Participation fee will not be paid to a broker/agent that is a principal in the purchase of the property, nor shall SELLER pay a Real Estate Buyer-Broker Fee for a Broker/Agent represented BUYER.

6. Forfeiture. The time for settlement shall be of the essence. In case of noncompliance by the BUYER with any terms of this Agreement, the SELLER shall have the option, in addition to all other remedies provided by law, equity and this Agreement, all such remedies being cumulative and not alternative, to exercise any one or more of the following remedies:

Buyer's Initials _____

Seller's Initials: _____

(a) To retain the BUYER'S deposit money as liquidated damages, regardless of whether or not, or on what terms, the property is retained or resold; and/or

(b) To resell the property at public or private sale, with or without notice to the present BUYER, and to retain any advance in price, and to hold the present BUYER liable for any loss resulting from such resale, meanwhile holding the deposit money paid hereunder as security for payment of such loss.

7. Title. Buyer may engage a title company to search the title and acquire title insurance at its expense to insure good and marketable title that is free and clear of all liens and encumbrances. The real estate is being sold "AS IS" and subject to any and all deed restrictions, building restrictions, easements of roads and rights of public service companies and other rights-of-way of record in the office of the recorder of deeds in and for the County of York, Pennsylvania, and which may, or may not, be visible by inspection of the premises.

8. Risk of Loss. All risk of loss after the date of sale shall be upon the BUYER, but SELLER shall keep the real property insured against hazards if the property insurance were still in effect, and BUYER shall have the benefit, up to the amount of the bid, of any insurance benefits paid on account of the real property from the date of sale until settlement. Any such loss will not discharge the BUYER'S obligation to purchase hereunder, provided the amount of available insurance is at least equal to the amount of the bid. If the insurance is not at least equal to the amount of the bid, then the BUYER shall have the option of accepting the insurance benefits, if any, and accepting the property in its then condition and completing the purchase or rejecting the insurance benefits, if any, and terminating the purchase. In the event of a termination due to loss, the BUYER shall promptly receive all deposit monies paid, without interest. BUYER is hereby notified that BUYER may insure BUYER'S equitable interest in the property as of the time of execution of this Agreement.

9. Warranty. The BUYER expressly acknowledges and understands that the BUYER is buying the property in its present condition and that the SELLER makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.

(a). Radon. N/A SELLER has no knowledge concerning the presence or absence of radon. The SELLER makes no representation or warranty with regard to radon or the levels thereof.

(b) Lead-Based Paint. If the building was built before 1978, there may be lead-based paint present. SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the building and has no reports or records pertaining to lead-based paint and/or hazards in the building. BUYER waives any ten (10) day lead-based paint assessment period.

(c) Property Inspection. BUYER has inspected the property, or hereby waives the need for inspecting the property. BUYER understands the importance of getting an independent property inspection and has thought about this before bidding upon the property and signing this Agreement. BUYER has waived the right to any further inspections and agrees to purchase the property in its present condition. BUYER hereby releases SELLER, Agent, and their employees from any claims, losses including personal

Buyer's Initials _____

Seller's Initials: _____

injury and property damage and all the consequences thereof whether known or not, which may arise from the presence of termites, other wood destroying insects, radon, lead based paints, environmental hazards, defects in the on-site septic system and the on-site water system or any other defects or conditions on the property.

(d) Fixtures and Personal Property. No warranty is given to Buyer as to the working / functional condition of any fixtures or equipment that shall remain on property. All other personal property that is not a fixture is reserved to Seller, which personal property shall be removed prior to settlement.

(e) Ventilation / Mold. N/A The SELLER makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of construction wherein mold may be present in the real estate.

(f) "As Is". The property is being sold "AS IS" at the time of sale. The SELLER herein makes no representations or warranties as to the condition of the real estate or any improvement or structure erected on the real estate, including without limitation, any system or portion thereof. The Purchaser accepts the property "AS IS". No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials or waste, or that the real estate is in compliance with any federal, state or local environmental laws or regulations. The Purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure statement is not required, as the real estate is part of a Guardian Estate, and the Guardian has no direct knowledge of the property.

10. Financing. This contract is in no way contingent upon the BUYER's ability to obtain financing. In the event the BUYER does obtain financing, the SELLER will not pay points, settlement costs, or otherwise render financial assistance to the BUYER in this regard.

11. Dispute Over Deposit: In the event of a dispute over entitlement of deposits, the escrow agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into a court of competent jurisdiction to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding deposit shall distribute the monies as directed by a final order of court or a written agreement of the parties. BUYER and SELLER agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorney's fees and costs of the agent will be paid by the party joining the agent.

12. Zoning. The parties acknowledge that no representation whatsoever is made concerning the use of the property that may be permitted under local zoning ordinances, and that the BUYER has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. The BUYER hereby waives any applicable requirement for the SELLER to provide a certification of zoning classification prior to settlement pursuant to the Disclosure Act of July 27, 1955, P.L. 288, Section 3, as amended and reacted (21 P.S. Section 613).

13. Entire Agreement. This Agreement represents the entire Agreement between the parties, and supersedes any previous Agreements or understandings, oral or written. This Agreement may not be changed or modified except in a writing signed by the parties and executed with the same degree of formality as this Agreement.

Buyer's Initials _____

Seller's Initials: _____

14. All terms, conditions and provisions in this Agreement, that by their nature are to survive closing, shall survive closing.

SELLER: Emerald Guardian Services, LLC
Plenary Guardian of the Person and Estate of Barbara E. Johnson
an Incapacitated Person

Dated: _____
_____ Scott Rutkowski, President

Buyer's Initials _____

Seller's Initials: _____

AGREEMENT OF BUYER(S) AND SELLER(S):

I/We _____

at _____

Telephone No: _____

hereby acknowledge that I/we have become the BUYER(S) of real estate known as 1784 Herman Drive., York PA 17406

PROPERTY ID #: 51-000-00-0057.00-00000

for the total purchase price of \$ _____ (inclusive of 10% Buyer's Premium) subject to the foregoing conditions of sale with which I/we agree to comply.

Intending to be bound legally, I/we set my/our hand(s) and seal(s) this _____.

Dated: _____
Buyer

Dated: _____
Buyer

Purchase Price (inclusive of 10% Buyer's Premium): \$ _____

Deposit delivered to Jennings and Grosh, Inc.: \$ _____

Balance due at settlement (not including settlement costs): \$ _____

SELLER: Emerald Guardian Services, LLC
Plenary Guardian of the Person and Estate of Barbara E. Johnson,
an Incapacitated Person

Dated: _____
Scott Rutkowski, President

AUCTION REPRESENTATIVE:

Dated: _____
B.J. Jennings, President
Jennings and Grosh, Inc.

Buyer's Initials _____

Seller's Initials: _____