

## **CONDITIONS OF SALE**

The conditions of the present public sale, held this 20<sup>th</sup> of November, 2023 are as follows:

1. **SELLERS:** This sale is held on behalf of Wilmer F. Stoltzfus and Myma J. Stoltzfus, Husband and Wife, (hereinafter referred to as “Seller”), the present owner of the Premises.
2. **PREMISES:** The Premises to be sold is all that certain tract of land situate at 810 Simmontown Road, Gap, Township of Salisbury, County of Lancaster, Commonwealth of Pennsylvania 17527, consisting of approximately 22 acres of vacant land identified as Tax Account Number 560-10533-0-0000 (hereinafter referred to as the “Premises”), and is more particularly described in Exhibit "A" attached hereto.
3. **PURCHASE AND DOWN PAYMENT:** The auctioneer shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the Premises being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down a Deposit of One Hundred Thousand Dollars (\$100,000.00) (the “Down Payment”) to be held by Smoker Gard Associates LLP in an Attorney Escrow Account as security for performance under the terms of this Agreement.
4. **REBIDDING:** If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.
5. **TITLE:** The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Sellers shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, title to the Premises insurable by a title insurance company licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over Premises boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. In addition, to the extent the same is in full force and effect, the conveyance of the Premises shall be under and subject to matters of record.

6. SETTLEMENT: Settlement shall be held at the office of Nicholas T. Gard, Esquire, Smoker Gard Associates LLP, Attorneys at Law, 121 East Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect, on or before, January 22, 2024, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.
7. FORMAL TENDER: Formal tender of deed and purchase money are waived.
8. COSTS:
  - a. Acknowledgments to deeds shall be paid by Sellers.
  - b. All required state and local realty transfer taxes shall be paid by Purchaser.
  - c. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal/calendar year basis as applicable.
  - d. Water and sewer rent, if any, shall be paid by Sellers on date of settlement or prior delivery of possession.
  - e. The cost of any title search at regular rates, title insurance, certification of title, examination of title, tax certification fees and title company services, shall be paid by the Purchaser.
9. REJECTION OF BIDS: Sellers reserves the right to reject any and all bids.
10. FINANCING: This sale of real estate shall NOT be contingent upon the Purchaser's ability to obtain financing for the purchase of these Premises, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.
11. SURVEY: Any survey, if desired or required by Purchaser, shall be made at Purchaser's expense.
12. EMINENT DOMAIN AND EASEMENTS: The Sellers 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 noncompliance orders from any governmental authority to do work or correct conditions affecting the Premises of which the Sellers has knowledge; that no part of the Premises, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than this Premises, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record or which are noted in these conditions.

13. CONDITION OF PREMISES AND FIXTURES: At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind which full or partial recovery may be had under the Sellers's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "AS IS", with no guarantee or warranty regarding the condition of the Premises, including the electrical system, heating system, plumbing, water system, sewer system or any portion thereof. In the event any repair or improvement to, or any inspection or testing of the Premises is desired or required by the Purchaser, or by any lender loaning money unto Purchaser for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing, shall be payable solely by the Purchaser. The Purchaser's Agreement shall not be conditioned upon any such inspection or testing, or any specific results from such inspection or testing.
14. REAL ESTATE SELLERS DISCLOSURE ACT:
- a. N/A The Purchaser acknowledges that a completed form of Real Estate Sellers Disclosure has been provided.
- b. N/A NO REPRESENTATION OR WARRANTIES BY THE SELLERS. As the real estate transaction, which is the subject of this Agreement, involves the transfer by a fiduciary in the course of the administration of a decedent's estate, the Purchaser hereby expressly acknowledges that this Agreement is not subject to the Pennsylvania Real Estate Sellers Disclosure Law (68 Pa.C.S. §7301 et seq.) and, accordingly, the Purchaser hereby expressly acknowledges that a Sellers's Premises Disclosure Statement will not be executed and delivered by Sellers to Purchaser prior to Closing. Therefore, it is hereby understood between the parties hereto that the Premises is being purchased in its present condition, "As Is", and not as a result of any representations made by the Sellers or any selling or other agent of the Sellers. Accordingly, the Sellers makes no representation or warranty to the Purchaser, express or implied, that the Premises is free from existing violations, orders, claims, citations penalty assessments, orders, investigations or proceedings under any housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Premises is located or the certificate(s) of occupancy issued for the Premises.
15. LEAD BASE PAINT DISCLOSURE; WAIVER OF RISK AND ASSESSMENT: This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (hereinafter EPA), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchaser's

Agreement attached to these Conditions of Sale, Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning.

The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the Premises is being sold "AS IS" and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

16. WATER: The Premises is **NOT** currently serviced by **PUBLIC OR PRIVATE WATER**. Seller makes no representations or warranty as to the quality and/or quantity of any on-site or off-Premises source of water.
17. SEWER: The Premises is **NOT** currently serviced by **PUBLIC OR PRIVATE SEWER**. Seller makes no representations or warranty as to the quality and/or quantity of any public sewer source.
18. ZONING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof.
19. ENVIRONMENTAL REQUIREMENTS: Sellers has no knowledge that the Premises contains any hazardous or toxic substances, which would require remediation, but has made no independent investigation to that effect. Therefore, Sellers makes no representation or warranty to Purchaser, express or implied, as to the condition of the Premises as to environmental matters. Sellers has not conducted any investigations and has no actual knowledge of any environmental hazards, including by not limited to radon, asbestos, and urea formaldehyde insulation.
20. DISBURSEMENT FEE: Any disbursement or similar fees purported to be charged against Sellers by any title company or attorney holding settlement for the Premises for services which Sellers has not specifically engaged in writing shall be paid by Purchaser.
21. INCLUSIONS WITH PREMISES: None – Vacant Land.
22. EXCLUSIONS FROM PREMISES: The following items are expressly excluded from the sale and will be removed from the Premises by Sellers prior to settlement, the Premises to be restored to reasonable condition by Sellers prior to settlement:  
N/A.

23. FIRE INSURANCE: Sellers will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event 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 Sellers or any mortgagee or other loss payee therefor. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.
24. RADON DISCLOSURE: Radon is a radioactive gas produced naturally in the ground by 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 an 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, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; 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 Premises AS IS, with no certification from Sellers. Purchaser releases, quit-claims, and forever discharges Sellers, 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 Premises. Sellers has no knowledge concerning the presence or absence of Radon.
25. PURCHASERS' DEFAULT: In case of noncompliance by the Purchaser with any term of these conditions, the Sellers shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:
- a. To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is resold; and/or
  - b. To resell the Premises 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 such loss.
26. SELLERS'S DEFAULT: If Sellers is unable to give title as provided in Paragraph 5, Purchaser may elect either (a) to take such title as Sellers can give, or

(b) to require Sellers to return to Purchaser all payments including any note(s) theretofore made to Sellers 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 Sellers and Purchaser shall terminate.

27. SUMMARY OF CONDITIONS: The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.
28. PARTIES BOUND: These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.
29. INTENT: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement.
30. TIME OF THE ESSENCE: The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.
31. 1031 EXCHANGE. Either party may participate in a 1031 Exchange at their own expense.
32. CLEAN AND GREEN. An application for preferential assessment of the Premises **HAS** been made under the provisions of the Pennsylvania Farm Land and Forest Land Assessment Act of 1984, as amended (Clean and Green) (the "Act 319"). It is understood by all parties that the Premises is currently in the Clean and Green tax abatement program (Act 319) with the County of Lancaster and all documentation has been filed and remains in full force and effect. Purchaser and Seller agree and acknowledge that Purchaser accepts the Premises in the Clean and Green tax abatement program (Act 319). Should Purchaser take any action(s) which, directly or indirectly, remove the Premises from the Clean and Green tax abatement program (Act 319), Purchaser shall be fully responsible for any and all changes and recapture (roll-back) taxes under the Clean and Green tax abatement program (Act 319) and does hereby indemnify and hold harmless Seller from any obligations regarding the Premises. Further, parties agree and acknowledge that

Purchaser shall execute at the time of settlement and file within three (3) days of settlement, the necessary application with the Clean and Green division of the Lancaster County Tax Assessment office to continue the Premises in the Clean and Green tax abatement program (Act 319). This provision shall survive settlement and shall not merge in the deed.

IN WITNESS WHEREOF, the Sellers has executed these Conditions the day and year first above written.

  
\_\_\_\_\_  
WILMER F. STOLTZFUS

  
\_\_\_\_\_  
MYRNA J. STOLTZFUS

Address:  
22 Spring Road  
Gap, PA 17527

Phone:  
717-442-8970

**PURCHASER'S AGREEMENT**

The undersigned, as Purchaser, intending to be legally bound hereby agrees to purchase the Premises mentioned in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). In the event that possession of the Premises is given to Purchaser before payment of the purchase price, and in the event that Purchaser shall fail to make payment when due, Purchaser authorizes any attorney to appear for Purchaser in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against Purchaser, or any of them, in favor of the Sellers, for possession of the Premises, and direct the issuance of a Writ of Possession with clause or Writ of Execution for costs, hereby waiving all irregularities, notice, leave or court, present or future exemption laws, and right of appeal.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocable 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 Premises by Sellers, 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 Thousand Five Hundred and 00/100 (\$2,500.00) Dollars, 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, the Purchaser has executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

PURCHASER:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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



**RECEIPT**

The undersigned acknowledges receipt from Purchaser on behalf of Sellers of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) of the purchase price for the Premises, as a Down Payment for the purchase of the Premises upon Closing.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## EXHIBIT “A”

**ALL THAT CERTAIN** lot or tract of land being situate on the south side of Lincoln Highway (Pennsylvania State Route SR 0030), and the west side of Simmonstown Road (Township Road T-950), in the Township of Salisbury, County of Lancaster and Commonwealth of Pennsylvania, said lot being known as Lot No. 2, Block “A”, as shown on Sheet 1 of 2 of a Final Subdivision Plan of Lots prepared for Esther M. Stoltzfus by Strausser Surveying and Engineering, Inc., dated May 7, 2012, and last revised November 7, 2016, said plan being known as Drawing No. 12040038, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania, Instrument No. 2016-0389-J, said lot being more fully bounded and described as follows:

**BEGINNING** at a point located in the intersection of Lincoln Highway (Pennsylvania State Route SR 0030) and Simmonstown Road (Township Road T-950); thence in and along Simmonstown Road (Township Road T-950), the three following courses and distances: (1) South 25 degrees, 10 minutes and 07 seconds East, a distance of 484.44 feet to a PK spike found, (2) South 25 degrees, 31 minutes and 49 seconds East, a distance of 335.65 feet to a RR Spike found, (3) South 25 degrees, 36 minutes and 36 seconds East, a distance of 111.98 feet to a Mag Nail set, a corner of Lot No. 1, Block “A”; thence along Lot No. 1, Block “A”, South 77 degrees, 51 minutes and 47 seconds West, a distance of 985.46 feet to an iron pin set, in line of lands of Benjamin L. and Anna Mary Glick; thence along said lands of Benjamin L. and Anna Mary Glick, North 20 degrees, 53 minutes and 32 seconds West, a distance of 592.41 feet to a pipe found, a corner of lands of Benjamin Morrow; thence along said lands of Benjamin Morrow, North 12 degrees, 43 minutes and 48 seconds West, a distance of 568.49 feet to a point in or near the centerline of Lincoln Highway (Pennsylvania State Route SR 0030), the two following courses and distances: (1) South 85 degrees, 48 minutes and 26 seconds East, a distance of 397.91 feet to a point, (2) South 86 degrees, 39 minutes and 45 seconds East, a distance of 504.89 feet to the point and place of BEGINNING.

**UNDER AND SUBJECT** to two (2) future drainfield easements, and to all conditions of approval as shown or state on the above referred to recorded plan and as may exist.