

## CONDITIONS OF SALE

The Conditions of the present public sale, held this \_\_\_\_ day of \_\_\_\_\_, 2023, are as follows:

1. **SELLER.** This sale is held on behalf of William Thomas Imler, hereinafter referred to as "Seller," the present owner of the Premises as hereinafter set forth.
2. **PREMISES.** The property to be sold is approximately one hundred and eighty (180) acres, located in Kimmel Township and King Township, Bradford County, Pennsylvania, more fully described in the Exhibit "A" attached hereto, being made up of tax parcels identified as Parcel Numbers E.04-0.00-265 and E.04-0.00-264. The property is currently divided into four (4) separate lots, Lot 1, being all of Parcel E.04-0.00-265 and part of Parcel Number E.04-0.00-264, consisting of approximately 50.69 acres, Lot 2, being part of Parcel Number E.04-0.00-265, consisting of approximately 60.25 acres, Lot 3, being part of Parcel Number E.04-0.00-265, consisting of approximately 35.3 acres, and Lot 4, being part of Parcel Number E.04-0.00-265, consisting of approximately 34.44 acres. The property will be sold by the price per acre with the high bidder have the choice of lot. The legal descriptions of parcels E.04-0.00-265 and E.04-0.00-264 are attached hereto as Exhibit "A".
3. **PURCHASE AND DOWN PAYMENT.** The auctioneer, Beiler-Campbell Auction Services, shall take per acre bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest per acre bidder on the Premises shall have the choice from the four lots referenced herein (all references to Purchaser as contained herein is deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form). The successful bidder shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down fifteen thousand (\$15,000.00) of the Purchase Price per parcel as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Seller and shall not be held in escrow.
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 Price shall be paid at settlement, as hereinafter set forth. Upon this payment, the Seller shall convey to the Purchaser, by special warranty deed, prepared at the Purchaser's expense, good and marketable fee simple title to the Premises, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing verbal farming lease, wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments or cornices, trim and spouting over property 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. Title to the Premises shall be subject to all recorded easements.

6. **SETTLEMENT.** Settlement shall be held at Johnson Duffie, 301 Market Street, Lemoyne, Pennsylvania, on or before February 9, 2023 (hereinafter “Settlement Date”), which time shall be of the essence of this Agreement (unless some other time and place of settlement and closing agent shall be agreed upon by the Seller and the Purchaser). Possession shall be given to Purchaser at settlement.

7. **COSTS.**

- a. Purchaser shall pay all costs for the Deed preparation, execution, and recording.
- 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 year basis.
- d. Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller’s title to the Premises insurable at regular rates by a title insurance company of Seller’s choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.
- e. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to a deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purposed to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller. Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.
- f. **If Purchaser elects to purchase title insurance with respect to the Premises, Purchaser shall, subject to the following sentence, purchase the Purchaser’s Policy from the Closing Agent, Assured Land Transfer, Inc.. In the event Purchaser desires to purchase title insurance from a title insurance company other than through the Closing Agent, Purchaser must provide written notice to Seller (with a copy to Closing Agent) of its intent to do so prior to January 1, 2024 (the “Title Company Notice”), identifying in such notice the proposed alternate title insurance company and including in such notice a check or wire confirmation representing payment of the Special Fee referred to below. Provided such Title Company Notice is timely delivered, Purchaser may purchase title insurance from a title insurance company other than Assured Land Transfer, Inc. on the conditions that (i) the alternate title insurance company is an industry recognized and reputable title insurance company as determined by Seller in its reasonable discretion (it being understood that if Seller does not reject such alternate title insurance company within five (5) business days of receipt of the Closing Agent, such alternate insurer will be deemed to have met the foregoing standard), and (ii) Purchaser pays to Seller a non-refundable fee of \$950.00 (the “Special Fee”) by good check or wire transfer together with the Title Company Notice (it being understood that such Special Fee is intended as a reasonable measure of reimbursement to**

**Seller for costs incurred). In the event that Purchaser does not timely provide the Title Company Notice or either of the other conditions set forth above are not met, then if Purchaser desires to purchase title insurance it must do so from the Closing Agent, with all other terms of the Agreement remaining the same.**

8. **REJECTION OF BIDS.** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from the sale and/or to adjourn the sale to a future date or dates.
9. **FINANCING.** The sale of the Premises and the Purchaser's obligation under these Conditions of Sale, shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Premises, nor shall they be contingent upon the sale of any other real estate owned or co-owned by the Purchaser.
10. **SURVEY.** Any survey, if desired or required by Purchaser shall be made at Purchaser's expense, and completed prior to the Settlement Date.
11. **EMINENT DOMAIN AND EASEMENTS.** The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Sellers' receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.
12. **CONDITION OF PROPERTY AND FIXTURES.** At settlement, the Premises and all its appurtenances and fixtures, if any, shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain. Notwithstanding the Seller's Vacant Land Information Sheet, attached hereto, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS," with no representation, guarantee or warranty regarding the condition of the Premises. The Premises is sold without any improvements.* In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser, and shall be completed prior to the Settlement Date. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and

indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing or upon any specific results obtained from such inspection or testing.

13. **VACANT LAND INFORMATION SHEET.** The Purchaser, by the execution of the Purchaser's Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Vacant Land Information Sheet attached hereto and acknowledges receipt thereof. The Seller has not conducted or had conducted any inspection or examination of the Premises prior to the date of this sale. The Vacant Land Information Sheet shall not constitute a guaranty or warranty of the condition of the Premises. The Purchaser further acknowledges that the auctioneer has not made any specific representations regarding the Premises and that the Purchaser has not relied upon any representations or statements of the auctioneer or Seller. The Purchaser releases the auctioneer from any claims, actions, or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

14. **ZONING.** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises or the uses of the Premises that may be permitted under local ordinances and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **CLEAN AND GREEN.** The property is currently subject to a Clean and Green preferential assessment. All rollback taxes, if due and when demanded, are the responsibility of the Purchaser. Purchaser agrees to indemnify and hold Seller harmless for all rollback taxes. It shall be the responsibility of the Purchaser to provide to the applicable government office any necessary notice of change of ownership, applications for transfer, or enrollment application of the purchased Premises, for a Clean and Green preferential tax assessment. Purchaser shall be responsible for all the costs and expenses of completing any application for the transfer or enrollment of the purchased Premises for Clean and Green preferential tax assessment, and any all recording fees.

16. **WATER AND SEWER.** There is no well or public water servicing the Premises. There is no sewage facility located on the Premises and no public sewer currently servicing the Premises. Seller is now aware if any public sewer is able to serve the Premises. the Premises. Purchaser is responsible for any and all fees, costs, and expenses for the installation and use of water and sewer on the Premises.

17. **WETLANDS.** Purchaser understands and agrees that it is their responsibility to research for any and all wetland and flood plain areas affecting this property and that findings whether favorable or not, are not a contingency in this agreement.

18. **COMPLIANCES.** Purchaser understands and agrees that any and all requirements needed for compliance with all Local, State and Federal laws, ordinances, inspections, permits,

zoning, occupancy, etc., to fulfill obligations for property settlement are strictly and solely the Purchaser's expense and obligation.

19. **PROPERTY INFORMATION.** In entering into this agreement, the Purchaser has not relied on any representation, claim, oral understanding, advertising, promotional activity, brochure, or plan of any kind made by the Seller, Auctioneers, licensees, agents or employees. The Sellers, Auctioneers, licensees, agents and employees make no representations, warranties or guarantees either expressed or implied, written or oral of any kind. All information furnished regarding the property is from sources deemed reliable, however it is not guaranteed and is subject to errors and omissions. The Purchaser hereby certify they have relied solely on their own personal investigations and inspections relative to making an offer or bid to purchase the subject property. Purchaser and Seller acknowledge that any Auctioneer, Brokers, Licensees, Agents and/or employees identified in this agreement, is not an expert in construction, engineering and or environmental matters, and has not made and will not make any representations or warranties, nor conduct investigations of any kind including environmental condition or suitability of the property or any adjacent properties.

20. **LAND USE RESTRICTIONS OTHER THAN ZONING.**  none known,  Farmland and Forest Land Assessment Act (Clean & Green),  Open Space Act (preservation of land in farm, forest, water supply or open space uses). Seller has no knowledge of any rights to timber, crops or minerals, except coal (see section #22), that do not transfer with the property unless stated here:

21. **OIL, GAS, OR COAL RIGHTS.** SELLER IS NOT RETAINING ANY OIL, GAS, OR COAL RIGHTS. HOWEVER, SELLER HAS NOT DETERMINED WHAT, IF ANY, OIL, GAS, OR COAL RIGHTS SELLER HAS AS A RESULT OF HIS CURRENT OWNERSHIP OF THE PREMISES. AS SUCH, SELLER IS AGREEING TO INCLUDE ANY OIL, GAS, OR COAL RIGHTS SELLER MAY HAVE WITH THE SALE OF THE PROPERTY, HOWEVER SELLER IS NOT PROVIDING ANY WARRANTY AS SELLER'S OIL, GAS, OR COAL RIGHTS. SELLER WILL INCLUDE IN THE DEED FOR THE PREMISES NOTICE REQUIRED BY THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED, P.L. 874:

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS/ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 §1.

22. **FORMAL TENDER.** Formal tender of deed and purchase money is waived.

23. **DISBURSEMENT FEE.** Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

24. **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 progeny emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon progeny 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 progeny 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 Premises inspected to determine if Radon gas and/or progeny are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quitclaims, and forever discharges Seller, 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. The Seller 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 Seller 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 payment of such loss.

26. **CONDITIONS OF SALE.** 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 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 the sale of the Premises.

27. **PARTIES BOUND.** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.

28. **INTENT.** This Agreement represents the whole Agreement between the parties. Any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

29. **SURVIVAL OF TERMS AND CONDITIONS.** These Conditions of Sale shall survive the settlement of the within-described Premises and shall be binding upon the parties hereto and their respective heirs, successors and executors.

30. **LITIGATION.** The Seller and Purchaser for this transaction hereby agree that if litigation results, all proceedings will be conducted in the Court of Common Pleas in the County of Cumberland County, Pennsylvania.

31. **RECORDING.** This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record and if Purchaser causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

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

SELLER:

\_\_\_\_\_  
William Thomas Imler

PURCHASER:

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

**PURCHASER'S AGREEMENT &  
RECEIPT**

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 Premises, and agrees to be bound by the full terms thereof, and further acknowledging that a summary of the Conditions of Sale were read prior to commencement of bidding for the Premises. The Purchaser agrees to purchase Lot \_\_\_\_, approximately \_\_\_\_\_ acres, located on \_\_\_\_\_ Road, \_\_\_\_\_ Township, Bedford County, Pennsylvania, being part of Parcel Number \_\_\_\_\_, described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of

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(\$ \_\_\_\_\_) Dollars. Purchaser agrees to pay a downpayment of \$15,000.00 contemporaneous with the signing of this Agreement.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, 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 Premises 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 (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty (\$250.00) 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 Purchasers have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023, intending to be legally bound hereby.

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Purchaser Name (print)

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Purchaser Name (print)

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Purchaser Signature

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Purchaser Signature

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Purchaser Address

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Purchaser Phone Number



The undersigned acknowledges receipt from Purchaser on behalf of Seller fifteen thousand Dollars (\$15,000.00, representing the down payment for the Purchase of the Premises.

BEILER-CAMPBELL

By: \_\_\_\_\_  
J. Meryl Stoltzfus

EXHIBIT "A"

**TRACT NO. 1**

**ALL THAT CERTAIN** piece, parcel or lot of ground. being situate partly in the Township of Kimmel and partly in the Township of King, County of Bedford, Commonwealth of Pennsylvania, bounded and described as follows:

**BEGINNING** at a point at common comer of lands herein conveyed, lands now or formerly of Sidney K. and Anita Fickes, and lands now or formerly of Harold Edward Stufft, thence South  $42^{\circ} 59' 58''$  West 2,735.69 feet plus or minus to a point, thence North  $81^{\circ} 18' 08''$  West 430.00 feet plus or minus to a point, thence North  $08^{\circ} 41' 52''$  East 1,556.00 feet plus or minus to a point, thence North  $58^{\circ} 19' 34''$  West 2,175.00 feet plus or minus to a point along the western edge of State Route 4019, also known as Imler Valley Road, thence North  $30^{\circ} 19' 13''$  West 289.00 feet plus or minus to a point, thence North  $65^{\circ} 00' 00''$  West 520.00 feet plus or minus to a point, thence along lands now or formerly of Donald E. and Audrey J. Stutzman North  $25^{\circ} 00' 00''$  East 266.50 feet plus or minus to a point. thence South  $65^{\circ} 00' 00''$  East 475.20 feet plus or minus to a point, thence North  $25^{\circ} 00' 00''$  East 726.00 feet plus or minus to a point, thence South  $62^{\circ} 30' 00''$  East 4,141.50 feet plus or minus to a point, then place of **BEGINNING**.

**CONTAINING** 138 acres more or less.

**TRACT NO. 2**

**ALL TBAT CERTAIN** piece, parcel or lot of ground, being situate mostly in the Township of Kimmel and partly in the Township of King, County of Bedford, Commonwealth of Pennsylvania, bounded and described as follows:

**BEGINNING** at a point in State Route 4019, also known as Imler Valley Road; thence following said road South  $16^{\circ} 45' 00''$  East 146.85 feet plus or minus to a point, thence continuing along said road South  $02^{\circ} 00' 00''$  West 412.50 feet plus or minus to a point, thence continuing along said road South  $17^{\circ} 00' 00''$  West 132.00 feet plus or minus to a point, thence departing said road and proceeding along Tract No. 1 herein conveyed North  $62^{\circ} 30' 00''$  West 330.00 feet plus or minus to a point, thence along Tract No. t herein conveyed South  $25^{\circ} 00' 00''$  West 726.00 feet plus or minus to a point, thence North  $65^{\circ} 00' 00''$  West 1,154.98 feet plus or minus to a point along an abandoned railroad right of way, thence along said abandoned railroad right of way North  $25^{\circ} 30' 00''$  East 1,457.20 feet plus or minus to a point, thence departing said abandoned railroad right of way, proceeding South  $59^{\circ} 00' 00''$  East 1,201.20 feet plus or minus to a point in the aforementioned State Route 4019, the place of **BEGINNING**.

**CONTAINING** 38 acres more or less