

## CONDITIONS OF SALE

The conditions of the present private sale, held this 27<sup>th</sup> day of July, 2019, are as follows:

1. **SELLER**: This sale is held on behalf of James F. Evans and JoAnne G. Evans, (hereinafter referred to as SELLER) the present owner of the Premises as hereinafter set forth.
2. **PREMISES**: The property to be sold, hereinafter referred to as the Premises, is more particularly described as follows and on the attached Exhibit "A":

3466 Breezy Point Road, McConnellsburg, PA 17233  
Tax Account # 05-02-005-000 containing +/- 221.0 assessed acres with improvements

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Premises and in the event 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 property 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 SIXTY THOUSAND DOLLARS (\$60,000.00) as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to "Lanchester Land Transfer LLC" to be held in escrow and applied against the purchase price at settlement hereunder. **THE SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

4. **REBIDDING**: If any dispute arises among bidders, the property shall immediately be up for renewal bidding by the auctioneer.

5. **TITLE**: (a) The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which 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 insurable without exception at regular rates by a title insurance company of Seller's choice 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 existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of 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. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title Extension Period"), during which period Seller may seek to cure such title matters. If Seller declines

to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller's return and payment of the above amounts.

6. **SETTLEMENT**: Settlement shall be held at the office of Sam Goodley Law LLC, 208 E. Locust Street, Oxford, PA 19363, or at such other place as Purchaser may elect, on or before October 25<sup>th</sup>, 2019, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.

7. **COSTS**:

(a) Acknowledgments to deeds shall be paid by Seller.

(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) Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.

(e) 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.

(f) 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, 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 purported 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.

8. **SURVEY**: Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, shall be made at Purchaser's expense.

9. **EMINENT DOMAIN AND EASEMENTS**: The Seller 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 uncomplained-with orders from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the property, 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 property, any petroleum products

pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligations 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. In the event that any such proceeds, consideration, damages, or sums are paid after the date of settlement, Purchaser shall be entitled to receive the same. 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 Seller's 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.

10. **CONDITION OF PROPERTY AND FIXTURES:** At settlement, the property and all its appurtenances and fixtures 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.

The Seller's Disclosure Statement attached hereto notwithstanding, 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 or any improvements or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substance, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. 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. 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.

11. **REAL ESTATE SELLER DISCLOSURE ACT:** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §1021, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. The Purchaser further acknowledges that the Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. 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 Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with Act by the Seller. The Purchaser hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action

under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 11 of these Conditions of Sale.

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

12. **LEAD BASED PAINT DISCLOSURE; WAIVER OF RISK ASSESSMENT:** This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (hereinafter called 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, the 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 property is to be 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.*

13. **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 daughters emit 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 property "AS IS", with no certification from Seller. Purchaser releases, quit-claims, 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. Seller has no knowledge concerning the presence or absence of Radon.

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. **FORMAL TENDER**: Formal tender of deed and purchase money are waived.

16. **INCLUSIONS WITH PREMISES**: Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises.

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in the Sellers' Disclosure Statement attached hereto, setting forth the condition of any items of household goods, shall be interpreted as representing that the same shall be included in the sale of the Premises, unless such items are specifically listed in this Paragraph.

17. **EXCLUSIONS FROM PREMISES**:

18. **FIRE INSURANCE**: Seller 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 Seller or any mortgagee or other loss payee therefor. The Purchaser should inquire after the property is struck off concerning the amount of such insurance.

19. **PURCHASER'S 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 property 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.

20. **1031 EXCHANGE** (if applicable): If Seller desires to effectuate a tax-deferred property exchange under Section 1031 of the Internal Revenue Code of 1986 (as amended), Buyer agrees to cooperate with Seller and sign all documents necessary to do so.

21. **USE AND OCCUPANCY:** Purchaser has sole responsibility to obtain and pay for the cost of any desired or required use and occupancy permit and any inspection or rectification required by a governing authority to occupy or settle on the Premises.

22. **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.

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

24. **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. 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.

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

SELLER:

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James F. Evans  
3466 Breezy Point Road  
McConnellsburg, PA 17533

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JoAnne G. Evans  
3466 Breezy Point Road  
McConnellsburg, PA 17533

**PURCHASER'S AGREEMENT**

*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, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.*

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions therein as set forth, for the sum of \_\_\_\_\_ (\$\_\_\_\_\_)Dollars.

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 and 00/100 Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisements, 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 this 27<sup>th</sup> day of July, 2019.

**PURCHASERS:**

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

Printed Name: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Home phone: \_\_\_\_\_

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

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of SIXTY THOUSAND and 00/100 Dollars (\$60,000.00), as down payment for the purchase of the Premises.

**LANCHESTER LAND TRANSFER LLC**

By: \_\_\_\_\_  
Samuel A. Goodley, III, Esquire  
208 E. Locust Street, Oxford, PA 19363  
Phone: 610-998-1000

## EXHIBIT "A"

### TRACT 1:

ALL THAT CERTAIN tracts or parcels of land, lying and being situate in Dublin and Licking Creek Township, Fulton County, State of Pennsylvania, more particularly described as follows:

BEGINNING at an existing spike in the center of L.R. 29021, a corner of lands of Catherine A. Sipes; thence along the center of L.R. 29021, the following courses and distances: North 47 degrees 46 minutes 49 seconds East 260.78 feet to an existing nail; thence North 55 degrees 15 minutes 22 seconds East 144.89 feet to a set nail; thence North 80 degrees 58 minutes 33 seconds East 299.88 feet to an existing nail and washer; thence North 58 degrees 15 minutes 30 seconds East 114.90 feet to a set spike; thence North 35 degrees 39 minutes 21 seconds East 135.37 feet to an existing nail; thence leaving the center of L.R. 29021, and along lands of Ivan W. Jordan and Shirley M. Jordan, his wife, South 75 degrees 50 minutes 59 seconds East 552.03 feet to a set iron pin at a post; thence along lands of the same along an agreeable line, South 24 degrees 59 minutes 56 seconds West 2,308.73 feet to a set iron pin; thence along lands of the same, South 50 degrees 21 minutes 59 seconds East 759.95 feet to a set iron pin; thence along lands of the same, South 36 degrees 49 minutes 21 seconds West 953.91 feet to a set iron pin; thence along lands of the same, South 31 degrees 46 minutes 10 seconds West 162.10 feet to a set iron pin; thence along lands of the same, South 29 degrees 56 minutes 45 seconds West 93.69 feet to a set iron pin; thence along lands of the same, South 54 degrees 32 minutes 22 seconds East 485.54 feet to a set iron pin at a post, a corner of lands of Leon M. Crampton; thence along lands of Leon M. Crampton, South 28 degrees 10 minutes 45 seconds West 1,251.95 feet to an existing iron pin, a corner of lands of Paul A. Ratliff and Leon M. Crampton; thence along lands of Paul A. Ratliff, North 69 degrees 29 minutes 45 seconds West 1,209.83 feet to a set iron pin at a post; thence along lands of the same, South 26 degrees 01 minutes 31 seconds West 785.65 feet to a set iron pin on line of lands now or formerly of Raymond B. Ratliff; thence along lands now or formerly of Raymond B. Ratliff, North 45 degrees 41 minutes 23 seconds West 593.23 feet to a set iron pin at a post, a corner of lands of Frank D. Sipes; thence along lands now or formerly of Frank D. Sipes, North 46 degrees 30 minutes 29 seconds West 81.50 feet to an existing iron pin, a corner of lands of William May; thence along lands of William May North 29 degrees 57 minutes 19 seconds East 478.40 feet to an existing iron pin: thence along lands of the same, North 28 degrees 56 minutes 41 seconds East 748.20 feet to an existing iron pin; thence along lands of the same North 31 degrees 33 minutes 58 seconds East 525.35 feet to an existing iron pin; thence along lands of the same, North 78 degrees 18 minutes 32 seconds West 629.83 feet to an existing iron pin, a corner of lands of Joseph L. Berner, III; thence along lands of Joseph L. Berner, III, North 09 degrees 29 minutes 21 seconds East 1,055.52 feet to an existing iron pin; thence along lands of the same, North 09 degrees 35 minutes 00 seconds East 388.89 feet to an existing iron pin; thence along lands of the same, North 18 degrees 05 minutes 02 seconds West 18.32 feet to a set spike in the center of L.R. 29021; thence along the center of L.R. 29021, the following six (6) courses and distances: North 64 degrees 08 minutes 31 seconds East 56.58 feet to a set nail; thence North 49 degrees 42 minutes 11 seconds East 65.38 feet to a set nail; thence North 46 degrees 24 minutes 52 seconds East 274.29 feet to a set spike; thence North 46 degrees 07 minutes 46 seconds East 761.27 feet to a set spike; thence North 47 degrees 13 minutes 10 seconds East 389.27 feet to a set nail; thence North 47 degrees 14 minutes 39 seconds East 415.32 feet to an existing spike in the center of L.R. 29021, a corner of Catherine A. Sipes, the place of beginning.

AS surveyed by Curfman and Zullinger, P.L.S., February 13, 1995. A plan thereof being recorded in Plat Book 5, Page 100.

### TRACT 2:



BEGINNING at an existing spike in the center of L.R. 29021, a corner of lands of Catherine A. Sipes; thence along the center of L.R. 29021, the following eight (8) courses and distances: South 47 degrees 14 minutes 39 seconds West 415.32 feet to a set nail; thence South 47 degrees 13 minutes 10 seconds West 389.27 feet to a set spike; thence South 46 degrees 07 minutes 46 seconds West 761.27 feet to a set spike; thence South 46 degrees 24 minutes 52 seconds West 274.29 feet to a set nail; thence South 49 degrees 42 minutes 11 seconds West 65.38 feet to a set nail; thence South 64 degrees 08 minutes 31 Page 6 of 6 seconds West 56.58 feet to an existing spike; thence South 78 degrees 44 minutes 26 seconds West 72.85 feet to an existing spike; thence South 89 degrees 56 minutes 19 seconds West 298.48 feet to an existing spike; thence along lands of Paul S. Buterbaugh, North 25 degrees 01 minutes 47 seconds East 602.79 feet to an existing iron pin, a corner of other lands of Clarence Ray Hornbaker; thence along other lands of Clarence Ray Hornbaker, North 48 degrees 20 minutes 37 seconds East 1,674.01 feet to an existing pipe, a corner of lands of Catherine A. Sipes; thence along lands of Catherine A. Sipes, South 43 degrees 57 minutes 35 seconds East 285.98 feet to an existing pipe; thence along lands of the same, South 43 degrees 57 minutes 53 seconds East 150.66 feet to an existing spike in the center of L.R. 29021, the place of beginning.

AS surveyed by Curfman and Zullinger, P.L.S., July 10, 1995. A plan thereof being recorded at Plat Book 5, Page 100.

Less and excepting all that certain tract, piece or parcel of land conveyed in Record Book 266, Page 220.

TAX MAP NO. 05-02-005

BEING the same premises which Clarence Ray Hornbaker and Susan R. Hornbaker, husband and wife, by Deed dated 03/30/1999 and recorded 03/30/1999 in the Office of the Recorder of Deeds in and for the County of Fulton in Record Book 279, Page 227, granted and conveyed unto James F. Evans and JoAnne G. Evans, husband and wife, as tenants by the entirety.