

## CONDITIONS OF SALE

The conditions of this public sale held **April 1, 2023** are as follows:

1. PROPERTY. The "Property" to be sold consists of approximately 31.43 +/- acres with buildings and improvements thereon situate in Delmar Township, Tioga County, PA with an address of 877 Stony Fork Creek Road Wellsboro, Pennsylvania, identified as Tax Parcel 09/ 12.00/ 028G/ /000 as further described on **EXHIBIT A** attached hereto.

2. SELLER. This sale is held on behalf of **Jay L. Martin and Regina H. Martin** ("Seller").

3. PURCHASE AND DOWN PAYMENT. The auctioneer, Beiler-Campbell Auction Services, shall take bids for the Property, and in the event that the Property is placed in the hands of the auctioneer for sale, the highest bidder shall be the "Purchaser" of the property being struck off to him and he shall immediately thereafter sign the **Purchaser Agreement** attached to these Conditions of Sale, and pay Twenty Five Thousand Dollars (\$25,000.00) as security for performance of this Agreement to the Seller. The purchase price shall be the bid price plus a 4% buyer premium. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

4. SETTLEMENT. The balance of the purchase money shall be paid at settlement to be held at the office of Blakinger Thomas, PC, 28 Penn Square, Lancaster, Pennsylvania 17603, on or before **June 1, 2023** (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title, as is insurable by a reputable title insurance company at regular rates, to said property, free and clear of all liens and encumbrances, except as noted in these Conditions of Sale, and subject to any existing wall rights, easements visible upon the ground and those of record, building or use restrictions, zoning or land subdivision regulations, encroachments over property boundaries, or encroachments of any kind within the legal width of public highways, and leases as described herein. Formal tender of deed and purchase money are waived.

5. COSTS.

A. **ACKNOWLEDGEMENTS** to deed shall be paid by Seller.

B. **DISBURSEMENT** or any similar fees, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, shall be paid by Purchaser.

C. **ALL REQUIRED STATE AND LOCAL REALTY TRANSFER TAXES** shall be paid 1% by Purchaser and 1% by Seller.

D. **REAL ESTATE TAXES** shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

E. **WATER and SEWER RENT** (if any) shall be paid by Seller to date of

settlement. The Property has a private well and septic system and is not currently served by public water or sewer service.

F. **POSSESSION** shall be given to the Purchaser at settlement.

6. **CONDITION OF PROPERTY.** The Property is improved with a single-family home and multiple outbuildings. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, electric, heating, plumbing, lighting, water, and any articles permanently affixed to the Property.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain. There are no known eminent domain proceedings pending related to the Property. Purchaser accepts the Property "AS IS". Purchaser acknowledges that settlement is not contingent on any inspections, appraisals, or assessments of any kind.

7. **TIMING.** The date(s) specified herein for settlement, and all other dates, are considered to be "of the essence of the contract" and are binding.

8. **ZONING.** The Property is located in the Agricultural/Residential District in Delmar Township, Tioga County. Purchaser is satisfied that the zoning of the Property is satisfactory for Purchaser's contemplated use. Seller makes no representations that Seller's present or prior uses of the Property comply with the applicable township zoning ordinances.

9. **SELLER DEFAULT.** If Seller is unable to give title as required herein, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any deposits made to Seller 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 Seller and Purchaser shall terminate.

10. **PURCHASER DEFAULT.** In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the property is resold, or (b) to resell the property 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 any such loss.

11. **NO WARRANTY.** Seller makes no warranty as to the condition of the property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, or spills. Purchaser understands and acknowledges that the structures and improvements on the Property date back as far as the mid 1700s, and as such may be in need of repair and replacement.

12. DISLCOSURES. Seller's Disclosure Form attached as **EXHIBIT B** and made a part hereof. The Seller's Disclosure Statement attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. The Purchaser also waives rights under the law to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. *The Property is being sold unto Purchaser "AS IS" with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, underground tanks, or any portion thereof.*

Purchaser acknowledges that the auctioneer has not made any specific representations regarding the Property, and that Purchaser has not relied upon any representations or statements of the auctioneer. Purchaser releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.

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, 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, its shareholders, directors and officers, 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 Property. Seller has no knowledge concerning the presence or absence of Radon.

14. RIGHT TO REJECT BIDS. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from sale, and/or to adjourn the sale to a future date or dates.

15. ASSIGNMENT. Purchaser may not assign these Conditions of Sale, in whole or in part, without first obtaining the written approval of Seller.

16. INTENT. This Agreement represents the whole Agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the

execution of the Purchaser Agreement, are hereby superseded by this Agreement.

17. AMENDMENT. 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.

18. EFFECT OF WAIVER OR CONSENT. A consent or waiver by Seller, express or implied, to or of any breach or default by Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of Seller to complain of any act of Purchaser or to declare Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by Seller of Seller's rights with respect to that default until the applicable statute-of-limitations period has run.

19. SEVERABILITY. If any provision of these Conditions of Sale or the application thereof to any person, entity or circumstance is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale and the application of that provision to other persons, entities or circumstances are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

20. PERSONAL PROPERTY. The Property may contain personal property of Seller. Items of personal property (including agricultural crops, cattle, silage and equipment) are not part of the Property pursuant to these Conditions of Sale. Unless otherwise specifically provided, Seller may remove any and all items of personal property from the Property prior to Settlement. All personal property remaining on the Property at Settlement shall become the personal property of Buyer.

21. CLEAN AND GREEN. The Property is enrolled in Act 319 "Clean and Green" program. Any rollback taxes due if Purchaser does not continue in the program shall be paid by the Purchaser.

22. BROKER PARTICIPATION. If a real estate agent preregisters the Purchaser for the sale, Beiler-Campbell Auction Services will offer broker participation. The Seller shall have no obligation to pay any premium or commission to the Purchaser's agent, irrespective of the Seller's consent to broker participation.

SELLER

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Jay L. Martin

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Regina H. Martin

**PURCHASER AGREEMENT**

877 Stony Fork Creek Road, Wellsboro Pennsylvania  
Tax Parcel 09/ 12.00/ 028G/ /000

*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 Property, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions of Sale was read prior to commencement of bidding for the Property.*

The Purchaser agrees to purchase the Property described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is the bid price plus a 4% buyer premium.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Seller shall retain the security deposit and 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 Property 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 (\$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 appraisalment, 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 on April 1, 2023 intending to be legally bound hereby.

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Address:

\_\_\_\_\_

Phone Number:

**RECEIPT**

Received by Seller on April 1, 2023, as an earnest money deposit on account of the above purchase price, the sum equal to Twenty Five Thousand Dollars (\$25,000.00) of the purchase price.

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Jay L. Martin

\_\_\_\_\_  
Regina H. Martin

## EXHIBIT A

### Legal Description

All that lot, piece and parcel of land situate and being in the Township of Delmar, County of Tioga, and Commonwealth of Pennsylvania, bounded and described as follows:

**PARCEL NO. 1:** Beginning at a point in the centerline of Pennsylvania State Road 58083, said point being the southwest corner hereof and the Northwest corner of Lot A of the Richard N. Layton Subdivision; thence North 14 degrees 54 minutes 22 seconds West a distance of 209 feet along the centerline of the said State Road to a point, the Northwest corner hereof and the Southwest corner of Lot C of the Richard N. Layton Subdivision; thence North 74 degrees 25 minutes 27 seconds East a distance of 425.21 feet to a point, the Northeast corner hereof and the Southeast corner of Lot C of the said Richard N. Layton Subdivision; thence South 15 degrees 22 minutes 56 seconds East a distance of 208.38 feet to a point, the Southeast corner hereof; thence South 74 degrees 20 minutes 34 seconds West a distance of 426.95 feet to a point, the place of beginning. **Containing** 2.04 acres, more or less, as per survey by Jon P. Seifried, and being Lot B in the Richard N. Layton Subdivision.

**PARCEL NO. 2:** Beginning at a point the Southwest corner hereof and the Southeast corner of other lands now or formerly of Kim Marie Perry (shown as Lot "B" on a plan of survey by Jon Seifried and recorded in Tioga County Map File #6006); thence leaving said point of beginning North 15 degrees 22 minutes 56 seconds West along land now or formerly of Kim Marie Perry (Lot "B") a distance of 208.38 feet to a point; thence North 75 degrees 53 minutes 27 seconds East a distance of 1429.20 feet to a point; thence South 09 degrees 45 minutes 00 seconds West along State Forest Lands (formerly) a distance of 698.50 feet to a point; thence North 83 degrees 27 minutes 21 seconds West a distance of 1220.48 feet to the point of beginning. **Containing** 13.19 acres, more or less.

**PARCEL NO.3:** Beginning at an iron pin the southwest corner hereof and the northwest corner of lands now or formerly of Brian and Donna Carroll shown on a map by Jon Seifried R.S. and recorded in Tioga County Map File #5502; thence leaving said point of beginning North 22 degrees 43 minutes 40 seconds West along lands now or formerly of Stephen Torpy a distance of 209.48 feet to a point in the south line of Rick Layton shown as Lot "A" on a map of survey by Jon Seifried, R.S. and recorded in Tioga County Map File #6006; thence North 74 degrees 40 minutes 20 seconds East along said Lot "A" a distance of 211.00 feet to a point; thence North 15 degrees 22 minutes 56 seconds West along said Lot "A" a distance of 208.38 feet to a point; thence South 83 degrees 27 minutes 21 seconds East a distance of 1220.48 feet to a point; thence South 09 degrees 45 minutes 00 seconds West along Pennsylvania State Forest Lands (formerly) a distance of 487.02

feet to a point; thence North 81 degrees 57 minutes 28 seconds West a distance of 1209.23 feet to the point of beginning. **Containing** 13.19 acres, more or less.

**PARCEL NO. 4:** Beginning at a point on the East side of Pennsylvania Legislative Route 58083 which is 270 feet, more or less, North of the line of State Forst Lands; thence North along the highway 209 feet to a point; thence East 209 feet to a point; thence South 209 feet to a point, and thence West 209 feet to the place of beginning. **Containing** one (1) acre of land, more or less.

**PARCEL NO. 5:** Beginning at a point in the centerline of Pennsylvania State Road 58083, said point being the Southwest corner hereof and the Northwest corner of lands now or formerly of S. Torpy; thence North 17 degrees 18 minutes 53 seconds West a distance of 206.05 feet along the centerline of the State Road to a point, the Northwest corner hereof and the Southwest corner of Lot B of the Richard N. Layton Subdivision; thence North 74 degrees 20 minutes 34 seconds East a distance of 426.95 feet along the South line of the said Lot B to a point; the Northeast corner hereof and the Southeast corner of the said Lot B; thence South 15 degrees 22 minutes 56 seconds East a distance of 208.38 feet to a point, the Southeast corner hereof; thence South 74 degrees 40 minutes 20 seconds West a distance of 420 feet to a point, the place of beginning. **Containing** 2.01 acres, more or less, as per survey by Jon P. Seifried dated November 13, 1978, and being Lot A of the Richard N. Layton Subdivision approved by the Tioga County Planning Commission on April 14, 1980, as Subdivision No. 78-191.

**EXHIBIT B**  
Seller's Disclosure Statement

