CONDITIONS OF SALE
88 Reagan Drive

The terms and conditions of the present public sale, held July 26, 2025 (herein "Public Sale Date"), are as follows:

1. **SELLER**: This sale is held on behalf of Hurst Brothers Development Company, by Richard M. Hurst, President, (herein the "Seller") the present owner of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold (herein the "Premises") is commonly known as 88 Reagan Drive, Ephrata Township, Lancaster County, Pennsylvania, being identified by the Lancaster County Assessment Office with Property ID 270-94905-0-0000, and is more particularly described in the legal description marked Exhibit "A" attached hereto, made a part hereof, and incorporated herein by reference.

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Martin & Rutt Auctioneers, LLC, 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 of the Premises at the highest bid (herein "Purchase Price"). The highest bidder (herein "Purchaser") shall immediately thereafter execute and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale and shall pay down ten percent (10%) of the Purchase Price as a down payment toward the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and Purchaser's Agreement. Purchaser acknowledges that the down payment shall be paid to the Seller and shall not be held in escrow. Checks for the down payment will be deposited the next business day. Post-dated or undated checks shall be conclusively deemed to be dated on the date of this sale. The Purchaser further acknowledges that the Premises is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.

4. **REBIDDING**: If the auctioneer believes that any reasonable disputes arise among bidders, the Premises may 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 Seller shall convey to Purchaser, by special warranty deed prepared at Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Buyer'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. Seller makes no representations as to the validity, existence, or condition of any vehicle title for any mobile or modular home situate on the Premises. Buyer shall bear the sole responsibility of conveying any mobile or modular home title at settlement, and/or the cancellation of same. This Paragraph 5 only sets forth the quality of title to be conveyed by Seller to Purchaser. Nothing herein shall be construed as obligating Seller to provide any title search, or title insurance, at Seller's expense. The costs of any title search and title insurance desired by Purchaser shall be the sole responsibility of 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 may have the option to extend the Settlement Date, 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 Law Offices of Glick, Goodley, Deibler & Fanning, LLP, 131 West Main Street, New Holland, Pennsylvania 17557, or at such other place as Purchaser may elect in Lancaster County on September 24, 2025 (herein "Settlement Date"), or before if Purchaser and Seller mutually agree, which time shall be of the essence of this Agreement. Possession of the Premises shall be given to Purchaser at settlement. Formal tender of deed and purchase money are waived.

On or before the tenth (10^{th}) day following the Public Sale Date, Purchaser shall engage the services of an attorney and/or title company to prepare all documents to be executed at Settlement and to conduct Settlement.

7. **COSTS**: The costs related to this public sale, and the settlement on the Premises, shall be paid as follows:

(b) Purchaser shall provide and pay:

(i) All required state and local realty transfer taxes.

(ii) Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.

(iii) Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Premises, unless expressly contracted for in writing by Seller.

(iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.

(v) 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, unless expressly contracted for in writing by Seller.

(b) Seller shall provide or pay for:

(i) Acknowledgements to deed.

(ii) Water and sewer rent, if any, through the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser.

(iii) A 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 business in the Commonwealth of Pennsylvania.

(c) Real estate taxes upon the Premises shall be apportioned on a fiscal basis to the earlier of the Settlement Date, or the date of prior delivery of possession to Purchaser. However, if the Premises is subject to any preferential assessment via the Pennsylvania Clean and Green Act or otherwise and Purchaser does not continue such preferential assessment program at settlement or thereafter, Purchaser will be solely responsible for any roll-back taxes, interest, penalties, or other charges that accrue because of such discontinuance, regardless of the reason for 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 sale, and/or to adjourn the sale to a future date or dates.

9. **EMINENT DOMAIN AND EASEMENTS**: 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 orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Premises of which Seller 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, 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 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. In the event that any such proceeds, consideration, damages, or sums are paid after the Settlement Date, 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 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.

10. **CONDITION OF PREMISES**: 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 improvement or structure erected on the Premises, including, but not limited to, the water system, sewage disposal system, or any portion thereof.*** No representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, 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. **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 Premises 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.

12. **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. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Disclosure Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613). If Purchaser's intended use requires any federal, state, or local permits or inspections, including, but not limited to, use or occupancy permits, Purchaser is responsible for obtaining such permits or inspections at Purchaser's expense.

13. **1031 EXCHANGE**: If Seller desires to effectuate a 1031 tax deferred exchange, Purchaser agrees to cooperate with Seller and sign all necessary documents to do so provided that it does not pose any additional risk or expense to Purchaser.

14 **PURCHASERS' DEFAULT**: In case of noncompliance by Purchaser with any term of these Conditions, Seller has the option, in addition to all other remedies provided by law or at equity, to exercise any one or more of the following remedies:

(b) To retain Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is retained or resold; or
(c) To resell the Premises, at public or private sale, with or without notice to Purchaser, and hold Purchaser liable for the actual loss resulting from such resale, including attorneys' fees and costs incurred by Seller as a result of Purchaser's default. Seller may retain the down money paid hereunder as security for payment of such loss.

15. **SUMMARY OF CONDITIONS**: Purchaser acknowledged that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the Premises, that Purchaser had an opportunity to review the full Conditions of Sale, and that 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. Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that 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.

16. **PARTIES BOUND**: These Conditions of Sale and Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.

17. **CONSTRUCTION**: All references to the highest bidder, Purchaser or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or female, form.

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

19. **INTENT**: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of Purchaser's Agreement, are hereby superseded by this Agreement.

20. **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 Purchaser's Agreement attached hereto.

21. **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.

22. **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.

23. **LINCOLN'S MEADOW.** The Premises is located in Lincoln's Meadow, a Planned Community, and is sold subject to all restrictions thereof.

24. **EXECUTION IN COUNTERPART OR BY FASCIMILE OR ELECTRONICALLY:**
This Agreement may be executed by facsimile or electronically and/or in counterparts, each of which shall be deemed an original Agreement and when combined shall constitute one Agreement.

IN WITNESS WHEREOF, Seller has executed these Conditions of Sale, intending to be legally bound hereby, on the day and year first above written.

Hurst Brothers Development Company

_____

Richard M. Hurst, President
154 E. Farmersville Road
Ephrata, PA 17522
717-629-4976

c/o Patrick A. Deibler, Esquire
Law Firm of Glick, Goodley, Deibler & Fanning, LLP
131 West Main Street
New Holland, PA 17557
717-354-7700

Exhibit "A"

Experience • Trust • Solutions

DIEHM & SONS

Surveying & Mapping • Civil Engineering • Land Planning

SUBJECT: **Legal Description**
Lot Number 76, Lincoln's Meadow
Ephrata Township

ALL THAT CERTAIN lot of ground known as Lot Number 76 as shown on the Phase 2 Final Subdivision Plan for Lincoln's Meadow prepared by RGS Associates: (Project No.: 2002297-003) recorded in the Office for the Recorder of Deeds in and for Lancaster County, Pennsylvania in Subdivision Plan Book J-218, Page 125. Said lot situated on the South side of Reagan Drive approximately 70 feet East of Kennedy Drive in the Township of Ephrata, County of Lancaster, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the Northern corner of the herein described tract at a point on the right-of-way line of Reagan Drive, said point being South thirty-one degrees twenty-six minutes thirty-three seconds East (S. 31° 26' 33" E.) seven and fifty hundredths (7.50) feet from a drill hole in the curb line of Reagan Drive, thence along Parcel 'A' South thirty-one degrees twenty-six minutes thirty-three seconds East (S. 31° 26' 33" E.) fifty-eight and fifty hundredths (58.50) feet to a rebar, thence along lands n/f of the Hurst Brothers Development Co. South thirty-one degrees twelve minutes thirty-eight seconds East (S. 31° 12' 38" E.) forty-nine and fifty hundredths (49.50) feet to a rebar, thence along lands n/f of Rutt Enterprises, Inc. South fifty-eight degrees thirty-three minutes twenty-seven seconds West (S. 58° 33' 27" W.) sixty-nine and seventy-two hundredths (69.72) feet to a rebar, thence along Lot Number 75 North thirty-one degrees twenty-six minutes thirty-three seconds West (N. 31° 26' 33" W.) one hundred eight and no hundredths (108.00) feet to a point, said point being South thirty-one degrees twenty-six minutes thirty-three seconds East (S. 31° 26' 33" E.) a distance of seven and fifty hundredths (7.50) feet from a drill hole in the curb line of Reagan Drive, thence along the right-of-way of Reagan Drive North fifty-eight degrees thirty-three minutes twenty-seven seconds East (N. 58° 33' 27" E.) sixty-nine and ninety-two hundredths (69.92) feet to the **POINT OF BEGINNING**.

CONTAINING 7,546 square feet

BEING a part of the lands of Hurst Brothers Development Company deed as recorded Document ID 5139592.

BEING all of Lancaster County Tax Account No. 270-94905-0-0000.

UNDER AND SUBJECT to all notes, easements, conditions, rights-of-way, and restrictions as shown on the above referenced plan and as may exist.

15 Toll Gate Road • Lititz, PA 17543 • P: 717.626.0175 • F: 717.626.5021 • www.diehmandsons.com

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, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises. If more than one Purchaser signs, each are jointly and severally liable.

Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____

_____ ($_____) Dollars.

If Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser 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 Thousand Five Hundred 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 appraisement, 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.

Purchasers execute this Agreement on July 24, 2025, intending to be legally bound hereby.

Purchaser 1 Sign:_____ Address:_____

Purchaser 1 Print:_____ _____

Purchaser 2 Sign: _____ Phone:_____

Purchaser 2 Print: _____ Email: _____

The undersigned acknowledges that Purchaser paid Seller the sum of

_____ Dollars ($_____), representing the down payment for the purchase of the Premises.

GLICK, GOODLEY, DEIBLER & FANNING, LLP

By: _____

Patrick A. Deibler, Esquire, Attorney for Seller
Law Firm of Glick, Goodley, Deibler & Fanning, LLP
131 West Main Street, New Holland, PA 17557
717-354-7700