

CONDITIONS OF SALE

1. The property to be sold is all that certain tract of land, with improvements thereon erected known and numbered as 130 Mountain Spring Road, situate in Clay Township, Lancaster County, Pennsylvania, being more fully bounded and described on "Exhibit A" attached hereto and made a part hereof.

2. The highest bidder shall be the Purchaser\* upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ten (10%) percent of the purchase money as security for performance of this Agreement. Purchaser is aware that Seller shall receive and deposit in Seller's non-interest bearing account the ten (10%) percent down payment. The Purchaser acknowledges that the property is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. BALANCE of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of such attorney or title company as Purchaser may designate in Lancaster County, Pennsylvania, on or before July 28, 2025 (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 special (or "fiduciary", if applicable") warranty Deed prepared at the Purchaser's expense, good and marketable fee simple title to said property, insurable 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 all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (a) 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 uncomplished orders from any governmental authority to do work or correct conditions affecting this property of which the Seller has knowledge; and (b) 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 currently-used or enforceable easement for any 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 that is not apparent upon reasonable physical inspection.

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 of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage that occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

4. Formal tender of Deed and purchase money are waived.

5. (a) ACKNOWLEDGMENTS to Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

Purchaser shall be responsible for any additional Pennsylvania Realty Transfer Tax imposed on any assignment of this Agreement.

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

(c) WATER and SEWER RENT shall be paid by Seller to date of settlement or prior delivery of possession.

(d) Any "DISBURSEMENT" or similar FEES purported to be charged by Purchaser's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening, and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television aerials, masts, and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property, except--- None.

7. POSSESSION shall be given to the Purchaser at settlement.

8. Seller will continue in full force the present insurance coverage upon the property until delivery of Deed or possession to the Purchaser (whichever 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. Purchaser should inquire after the property is struck off concerning the amount of such insurance and, if Purchaser considers Seller's insurance inadequate in amount or type, he should, at his own expense, procure such additional amounts, types, and/or policies of insurance as he may deem prudent to protect his risk.

9. The Seller reserves the right to reject any or all bids.

10. Survey, if desired by Purchaser, shall be obtained and paid for by Purchaser.

11. The property and all improvements are being sold "as is" without warranty as to condition. The Purchaser and/or Purchaser's agents have had an opportunity to inspect the property, and the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any of Seller's agents. Seller has no knowledge concerning the presence or absence of radon or the presence of lead-based paint and/or lead-based paint hazards.

Purchaser acknowledges receipt of Seller's Property Disclosure Statement and Lead-Based Paint Disclosure Statement.

The Purchaser acknowledges that the Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) (herein "Seller Disclosure Act") requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale on a form required by the Seller Disclosure Act. The Purchaser further acknowledges that the Seller Disclosure 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 Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has had a full and complete opportunity to review the Disclosure Statement attached hereto and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Seller Disclosures Act by the Seller. The Purchaser hereby releases, remises, and quitclaims unto Seller any and all claims, actions, or causes of action under the Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Property, or any fixtures or equipment included with the Property, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Property or any fixtures or equipment included with the Property. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 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 condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or the auctioneer. The Purchasers releases the attorney for the Seller and 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.

12. Purchaser acknowledges that no representation whatsoever is made concerning zoning of the property, or the uses of the property that may be permitted under local ordinances, and the Purchaser has satisfied himself that the zoning of the property 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.

**Clay Township enacted a Short-Term Rental Ordinance in 2024. Seller does not warrant or guarantee that the property complies with said ordinance. A Conditional Use Application will need to be submitted to Clay Township.**

13. Purchaser acknowledges that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents of the Conditions of Sale and all terms and conditions under which the property is being sold, agreeing to be bound by the full terms and conditions as set forth herein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to the commencement of bidding on the property, 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 property.

14. The property is subject to Lancaster County's Act 319 Preferential Assessment Program ("Clean and Green") as an agricultural use. If Purchaser subdivides the property or otherwise changes the use, Purchaser will be responsible for the payment of roll-back taxes plus six (6%) percent interest per year for the time the property was enrolled in the Clean and Greenp Program for up to a seven (7) year period.

15. The Seller and Purchaser acknowledge that, in the event either Seller or Purchaser desires to effectuate a "like-kind exchange" in connection with the sale hereunder, they agree to cooperate with one another so as to allow a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code. In connection with the acquisition of any exchange property, each shall have no personal liability to the other

under any contract for the acquisition of such exchange property, and the parties shall indemnify and hold one another harmless in connection with any loss, expense, or damage with respect to the same.

16. 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 or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties 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.

**DRAFT** (SEAL)  
KENT L. WITMER

**DRAFT** (SEAL)  
DORIS A. WITMER

**PURCHASER’S AGREEMENT**

I/We, \_\_\_\_\_, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$ \_\_\_\_\_; and if I/we shall acquire possession of the property before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against me/us in favor of the Seller or the latter’s assigns for possession of said property and direct the issuing of a writ of possession with clause or writ of execution for costs hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/we acknowledge receipt from the Seller of the following title documents:

WITNESS my/our hand/s and seal/s this 28<sup>th</sup> day of May, A.D., 2025.

Signed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**DRAFT** (SEAL)  
\_\_\_\_\_ (SEAL)

**RECEIPT**

Received of Purchaser on above date as down money on account of the above purchase price the sum of  
\$ \_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
(on behalf of Seller)

\* Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

## EXHIBIT A

ALL THAT CERTAIN tract of land with the improvements thereon erected known and numbered as 130 Mountain Spring Road, situate in the Township of Clay, County of Lancaster, and Commonwealth of Pennsylvania, being shown as Lot 2B on the Final Plan of James A. Martell Tract, prepared by J. Haines Shertzer Assoc., Inc., recorded in the Recorder of Deeds' Office in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-132, Page 65, bounded and described according to a plat of subdivision by Fuehrer Associates, as follows:

BEGINNING at a point in Township Road T-640, known as Mountain Spring Road, a corner of Lot 2A of the same subdivision plan, South ten (10) degrees forty-nine (49) minutes forty-eight (48) seconds East, a distance of two hundred thirteen (213) feet to a PK spike, a corner of land now or late of Ephrata Diamond Spring Water Company; thence extending along land now or late of Ephrata Diamond Spring Water Company and land now or late of Vera F. Smoker and Earl F. Smoker and passing over an iron pin thirty and fifty-eight hundredths (30.58) feet West of the last-mentioned PK spike, South seventy-four (74) degrees thirty-four (34) minutes twenty-six (26) seconds West, a distance of two thousand six and forty hundredths (2,006.40) feet to a limestone, a corner of land now or late of George R. Walter; thence extending along land now or late of George R. Walter, North fifteen (15) degrees thirty-eight (38) minutes seven (07) seconds West, a distance of three hundred eleven and forty-four hundredths (311.44) feet to a limestone #375, a corner of land now or late of State Game Land No. 46; thence extending along land now or late of State Game Land No. 46, North fifty-four (54) degrees two (02) minutes eight (08) seconds East, a distance of one thousand two hundred ninety-four and thirty-four hundredths (1,294.34) feet to a stone pile #374, a corner of Lot 2A; thence extending along Lot 2A, South twenty-one (21) degrees fifty-two (52) minutes thirty-three (33) seconds East, a distance of five hundred eighty-one and seventy-three hundredths (581.73) feet to a point; thence by the same, North seventy-two (72) degrees forty (40) minutes eleven (11) seconds East, a distance of seven hundred forty-seven and sixty hundredths (747.60) feet to a point, the place of BEGINNING.

CONTAINING eighteen and seven thousand seven hundred ninety-five ten-thousandths (18.7795) acres, more or less.

BEING THE SAME PREMISES which Jeffrey W. Brugger and Trina L. Brugger, husband and wife, by Deed dated July 23, 2015, and recorded July 27, 2015, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, to Document ID No. 6216795, granted and conveyed unto Kent L. Witmer and Doris A. Witmer, husband and wife, their heirs and assigns, as tenants by the entireties.

UNDER AND SUBJECT to the restriction that no further subdivision of the within described lot shall occur. This restriction shall be a covenant running with the land as set forth in Deed Book N, Volume 86, Page 4.