

CONDITIONS OF SALE

The Conditions of Sale for the real estate of Timothy I. Bittner, a single person, Seller, containing 31.25 acres of vacant land, more or less, situated along Manning Road in Kelly Township, Union County, Pennsylvania, this 1st day of June, 2022, are as follows:

FIRST: The property proposed to be sold consists of the real property containing 31.25 acres of vacant land, more or less, situated along Manning Road in Kelly Township, Union County, Pennsylvania, and is more particularly bounded and described in EXHIBIT "A" which is attached hereto and made a part hereof.

SECOND: The highest and best bidder(s) shall be the Purchaser(s), and the property will be sold in its present "as is" condition, and without any warranties of any kind whatsoever.

THIRD: Fifteen Thousand Dollars (\$15,000.00) is to be paid down, with the balance of the purchase price due at a closing and settlement to be held within sixty (60) days, upon delivery of fee simple Deed, with clause of Special Warranty, free and clear of all encumbrances, which Deed shall be prepared at the expense of the Seller.

FOURTH: Possession of the premises shall be given upon payment of the balance of the purchase price and delivery of Deed, except that the existing tenant farmer, Lucas Criswell, shall have full rights of ingress, egress, and regress to maintain and harvest his existing crops until November 15, 2022, with all rent paid to be fully retained by Seller.

FIFTH: County and Township real estate taxes will be prorated on a January 1 to December 31 calendar-year basis, and School real estate taxes will be prorated on a July 1 to June 30 fiscal-year basis, at the time of closing and settlement. In addition, all utilities will be prorated as of the date of closing and settlement.

SIXTH: Pennsylvania and Local Realty Transfer Taxes, representing a total of two percent (2%) of the purchase price, will be equally paid by Purchaser(s) and Seller at the time of closing and settlement. Purchaser(s) will also be responsible for the Deed and any Mortgage document recording fees, title search expenses, premiums for title insurance, and any survey if needed and/or desired.

SEVENTH: The Seller reserves the right to reject any and all bids.

EIGHTH: If the Purchaser(s) shall fail to pay the balance of the purchase money and/or to comply with the other conditions of this sale, the \$15,000.00 down money so paid by the Purchaser(s) shall be forfeited as liquidated damages, and the property may be put up again for resale without notice to the Purchaser(s), or sold in any other manner by Seller without notice to the Purchaser(s).

NINTH: Purchaser(s) will independently research any applicable zoning laws and ordinances of the Township of Kelly and County of Union governing the subject property and permitted uses thereof, and Purchaser(s) are not relying upon the Seller with reference thereto.

TENTH: A contract for the sale of a lot is not enforceable where it does not contain a statement advising of the unavailability of a currently existing community sewage system as required by the Pennsylvania Sewage Facilities Act, as cited in 35 P.S. §750.7a. SELLER hereby states that there is no current existing community sewage system for the subject real property.

ELEVENTH: Note well that the following covenants and restrictions will be set forth in the Deed, to wit:

1. The within tract of land shall never be further subdivided.
2. No commercial livestock or poultry operations or facilities shall be conducted on the property.
3. Not more than one single-family dwelling with complementary garage and/or outbuildings shall be constructed on this parcel; however, the same must be in compliance with all township, county, and state ordinances.
4. The two (2) existing swales (waterways) located on the property must stay intact and be properly maintained by and at the expense of the Grantee(s).

Timothy I. Bittner

(SEAL)

SELLER

DATE: June 1, 2022

**ACKNOWLEDGMENT OF CONDITIONS OF SALE AND
AGREEMENT TO PURCHASE REAL PROPERTY**

I (we), with the intent to be legally bound by the terms herein, and also by the CONDITIONS OF SALE which are attached hereto and made a part hereof, do certify that I (we) have this day agreed to purchase in its present "as is" condition and without any warranties of any kind whatsoever, the real estate belonging to Timothy I. Bittner containing 31.25 acres of vacant land, more or less, situated along Manning Road in Kelly Township, Union County, Pennsylvania, which is described and referenced in the FIRST Paragraph of the CONDITIONS OF SALE, at and for the price of _____ Dollars; that I (we) have paid the sum of Fifteen Thousand Dollars (\$15,000.00), and herewith agree to pay the balance of the purchase price, which balance is exactly _____ Dollars, at the time of closing and settlement as outlined in the THIRD Paragraph of the CONDITIONS OF SALE; and I (we) do further agree that in the event of my (our) failure to pay said balance due, then the downpayment heretofore paid by me (us) shall be considered as liquidated damages and shall be forfeited to the Seller. I (we) further agree that my (our) failure to pay the balance of the purchase money and/or to comply with the other conditions of this sale can and will result in the subject real property being put up again for resale, or sold in any other manner by Seller, WITHOUT ANY NOTICE to me (us).

_____(SEAL)

_____(SEAL)

DATE: June 1, 2022

ALL THAT CERTAIN tract of land situated in Kelly Township, Union County, Pennsylvania, identified as Tract 4 on a Subdivision Plan recorded in Union County Map Book 19, Page 22, more particularly bounded and described as follows:

BEGINNING at a p-k nail (set) in Township Road No. 393 (Manning Road), a 33 foot wide road; said nail being the northwest corner of land now or formerly of Roger M. Allison and Barbara B. Allison; said nail also being the northeast corner of the subject tract; THENCE by line of land now or formerly of Roger M. Allison and Barbara B. Allison and passing through a steel pin (set), said pin being offset a distance of 25 feet from the point of beginning, South nineteen degrees twenty minutes forty-nine seconds West (S. 19° 20' 49" W.), a total distance of eight hundred ninety-two and sixty-three hundredths feet (892.63'), to a steel pin (set); THENCE by line of land now or formerly of Gary A. Walter and Patricia M. Walter and continuing by line of land now or formerly of Nancy B. Nogan, North seventy-one degrees fifty minutes ten seconds West (N. 71° 50' 10" W.), a total distance of one thousand six hundred forty-six and eighty-eight hundredths feet (1646.88'), to a point in Little Buffalo Creek, the last-described line passing through a steel pin (set) at an offset of 90 feet from the point in Little Buffalo Creek; THENCE by line of land now or formerly of Bradford C. Lear and Kathy Jo Lear, North eleven degrees nine minutes fifteen seconds East (N. 11° 09' 15" E.), a distance of one hundred ninety-nine and eighty-three hundredths feet (199.83'), to a point in Little Buffalo Creek; THENCE by line of land now or formerly of Todd E. Beaver and Linda L. Beaver, North nine degrees six minutes nineteen seconds East (N. 09° 06' 19" E.), a total distance of nine hundred forty and fifty hundredths feet (940.50'), to a wooden fence post (existing), the last-described line passing through a steel pin (set); said pin being offset a distance of 80 feet from a point in Little Buffalo Creek; THENCE by line of land of same, North twenty-one degrees thirty-six minutes thirty-three seconds East (N. 21° 36' 33" E.), a total distance of five hundred thirteen and forty-four hundredths feet (513.44') to a p-k nail (set) in Township Road 393, the last-described line passing through a steel pin (set) at an offset of 25 feet from the last-described nail; THENCE along the centerline of Township Road No. 393, the following eight (8) courses and distances: South forty-three degrees one minute thirty seconds East (S. 43° 01' 30" E.), a distance of one hundred twenty-nine and ninety-one hundredths feet (129.91'), to a masonry nail (set); THENCE, on a curve to the right having a chord bearing of South seventeen degrees forty-one minutes fifty-two seconds East (S. 17° 41' 52" E.), a chord length of four hundred six and seventy-five hundredths feet (406.75'), an arc length of four hundred twenty and thirty hundredths feet (420.30'), and a radius of four hundred seventy-five and forty hundredths feet (475.40'), to a masonry nail (set); THENCE, South seven degrees thirty-seven minutes forty-seven seconds West (S. 07° 37' 47" W.), a distance of fifty-two and seventy-seven hundredths feet (52.77'), to a masonry nail (set); THENCE, on a curve to the left having a chord bearing of South thirty-two degrees thirty-seven minutes nine seconds East (S. 32° 37' 09" E.), a chord distance of three hundred twenty and fifty-six hundredths feet (320.56'), an arc length of three hundred forty-eight and fifty-three hundredths feet (348.53'), and a radius of two hundred forty-eight and seven hundredths feet (248.07'), to a masonry nail (set);

THENCE, South seventy-two degrees fifty-two minutes five seconds East (S. 72° 52' 05" E.), a distance of two hundred forty-nine and sixty-eight hundredths feet (249.68'), to a masonry nail (set); THENCE, on a curve to the right having a chord bearing of South sixty-eight degrees fifty-eight minutes three seconds East (S. 68° 58' 03" E.), a chord length of one hundred seventy-nine and fifty-eight hundredths feet (179.58'), an arc length of one hundred seventy-nine and seventy-two hundredths feet (179.72'), and a radius of one thousand three hundred nineteen and ninety-three hundredths feet (1319.93'), to a masonry nail (set); THENCE, South sixty-five degrees three minutes fifty-nine seconds East (S. 65° 03' 59" E.), a distance of five hundred and eighty hundredths feet (500.80'), to a masonry nail (set); THENCE, South sixty-four degrees four minutes forty-six seconds East (S. 64° 04' 46" E.), a distance of two hundred seventy-three feet (273.00'), to a p-k nail, the point of BEGINNING. CONTAINING a total area of 43.31 acres of which 0.84 of an acre is township road right-of-way.

EXCEPTING AND RESERVING THEREFROM 12.056 acres depicted as Lot 1 on the Final Plan – Minor Subdivision for Timothy I. Bittner prepared by Gearhart's Surveying in March 2022 and recorded on April 22, 2022 in Union County Map Book 55, Page 117.

BEING the remaining premises (approximately 31.25 acres of vacant land, more or less) which Timothy I. Bittner and Robyn A. Bittner, husband and wife, by Deed dated January 19, 2011 and recorded on February 4, 2011 in the Office for the Recording of Deeds in and for Union County, Pennsylvania, in Record Book 2103, Page 182, granted and conveyed unto Timothy I. Bittner, Seller herein. It is hereby noted that the said Timothy I. Bittner and Robyn A. Bittner were divorced by a Decree in Divorce dated April 25, 2011 and filed to Union County Court NO. CV-0867-2009.

UNDER AND SUBJECT, HOWEVER, to the following four (4) certain covenants and restrictions which shall run with the land and be binding upon the Grantee(s), their heirs, executors, future grantees, successors, and assigns, as follows, to wit:

1. The within tract of land shall never be further subdivided.
2. No commercial livestock or poultry operations or facilities shall be conducted on the property.
3. Not more than one single-family dwelling with complementary garage and/or outbuildings shall be constructed on this parcel; however, the same must be in compliance with all township, county, and state ordinances.
4. The two (2) existing swales (waterways) located on the property must stay intact and be properly maintained by and at the expense of the Grantee(s).