

CONDITIONS AND AGREEMENT OF SALE

THE CONDITIONS OF SALE OF REAL ESTATE, the property of the **ESTATE OF FREDERICK L. JONES, JR.**, the sale to be held **Wednesday, April 24, 2024** at **5:00 o'clock P.M.**, on the hereinafter described premises being vacant land situate along Logan Run Road, Danville, Rush Township, Northumberland County, Pennsylvania 17821, are as follows:

1. The real estate to be sold consists of 88.091 acres of land, more or less, being Northumberland County Tax Parcel Number 043-00-038-014-A, and being more fully described in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, as Parcel No. 2 in Record Book 605, Page 711, containing rolling topography and great views of the surrounding area, potential to be an outstanding homesite with lots of wildlife and a small stream, being approximately half tillable land and half wooded area with great timber value. The legal description is attached hereto, made a part hereof and marked "Exhibit A".

2. The highest approved bidder or bidders may be declared by the Auctioneer to be the purchaser or purchasers, but the Seller reserves the right to reject any and all bids. Seller further reserves the right to hold all bids to the end of the sale.

3. This tract shall be sold as is, and without any warranty or guarantees, except that the Deed shall contain the usual covenants of special warranty.

4. A covenant and restriction shall be a part of this Agreement which shall run with the land, be subject to, and be binding upon the heirs, successors, executors, administrators, and assigns of the Buyer(s) as follows:

No concentrated animal feeding operation (CAFO) shall be permitted upon the premises conveyed herein, said CAFO shall be defined as an animal operation with either 1,000 animal units or operations with 301 to 1,000 animal units which have the potential to discharge to surface waters. [This definition is set forth pursuant to and interpreted in accordance with the Pennsylvania Nutrient Management Act (Act 38).]

This covenant and restriction shall be enforceable by the current owner(s) of the adjacent parcel of land conveyed by the Estate of Frederick L. Jones, Jr., their heirs, executors, administrators and assigns.

5. The property to be sold is offered to sale subject to any existing liens, however, any existing liens shall be satisfied or released from the property at the time of settlement.

6. The Buyer or Buyers of the real estate offered for sale must assure himself, herself, or themselves as to easements, encroachments, or any matters affecting the title or enjoyment of the property, and as bidders and purchasers, must assume and undertake to comply therewith or conform thereto.

7. The Buyer or Buyers understand that there is no currently existing community sewerage system to said property, and that a permit for an individual sewerage system may have to be obtained. Buyer or Buyers should contact the relevant sewerage enforcement officer before signing this Agreement to determine the procedure and requirements for obtaining a permit for an individual sewerage system if one has not already been obtained.

8. In the event of any dispute regarding the bids, the property offered shall, in the discretion of the Seller, be immediately offered for resale.

9. The person or persons to whom the premises are struck down must immediately, upon their bid being struck down, deposit with the Seller cash or a certified check or checks acceptable to the Seller to the order of the Seller for **FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00)**. The Seller reserves the right to be sole judge of accepting or rejecting the checks offered. The person or persons to whom the real estate is struck down must sign the Agreement of Sale made a part hereof for the faithful compliance in all respects with the conditions of sale and for the payment of the balance in cash within **SIXTY (60) DAYS** from the date of sale or within such time as the Seller may allow.

10. Risk of loss of damage or casualty to the property shall be on Seller until the date of settlement.

11. A Deed for the real estate will be executed and tendered to the purchaser or purchasers within **SIXTY (60) DAYS** or, within such time as the parties may agree, from the date when the property is finally struck down and will be delivered upon the payment of the balance of the purchase price.

12. Buyer or Buyers shall pay the State and Local Real Estate Transfer Taxes.

13. Buyer or Buyers shall pay for preparation of their Note and Mortgage, if any, and examination of title. Seller shall pay for the preparation of this Agreement and for the Deed. Property taxes shall be prorated to the time of settlement.

14. Possession of the real estate offered for sale shall be delivered at the date of settlement.

15. In the event of the default of the purchaser or purchasers of said real estate in any of the terms of these Conditions or Agreement of Sale, said deposit of **FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00)** shall be forfeited to the Seller as liquidated damages fairly liquidated and ascertained for the breach hereof. Said deposit of **FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00)** may be retained by Seller either on account of the purchase price or as liquidated damages for such breach as the Seller may elect, and in the latter event, Seller shall be released from all liability or obligation and these Conditions and Agreement of Sale shall become null and void. Retention of the **FORTY THOUSAND DOLLAR AND 00/100 (\$40,000.00)** deposit is optional and not mandatory and the remedies provided in this Agreement are in addition to any other remedies provided at law or in equity. The Seller shall have the right to offer said real estate again for sale without any liability to the purchaser or purchasers for any surplus received.

16. In the event the Seller cannot deliver a good and marketable title to the real estate, free and clear of all encumbrances, within **SIXTY (60) DAYS**, or any such other time agreed upon from the date the property is finally struck down, the deposit money of **FORTY THOUSAND DOLLARS AND 00/100 (\$50,000.00)** shall be returned to the purchaser or purchasers.

17. This Agreement contains the entire agreement between the Seller and the Buyer or Buyers, and there are no other terms, conditions, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever.

18. This Agreement shall not be assigned or transferred by Buyer or Buyers without the written consent of the Seller being first had and obtained.

19. This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record.

20. I/We, the undersigned, hereby acknowledge that I/we have become the purchaser(s) of the above described real property for the sum of _____ DOLLARS (\$)), subject to the above provisions which I/we agree to comply with. I/We further acknowledge receipt of a duplicate of these Conditions and Agreement of Sale which is hereby accepted.

21. The ESTATE OF FREDERICK L. JONES, JR., and the undersigned purchaser or purchasers intend to be bound by these Conditions and Agreement of Sale and all covenants and conditions contained herein shall bind and be available to the heirs, executors, administrators and assigns of the parties hereto.

22. The Seller acknowledges the receipt of **FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00)** being the downpayment on the real estate sold to the above bidder or bidders.

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SIGNATURES TO FOLLOW**

WITNESS:

**ESTATE OF FREDERICK L. JONES, JR.
SELLER**

BY: Frederick L. Jones, III, Executor

BY: Lawrence H. Jones, Executor

BUYER

BUYER

EXHIBIT A

ALL THAT CERTAIN tract of land situate in the Township of Rush, County of Northumberland, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a maple tree in a corner of land now or late of W. H. Mettler;

THENCE, by land now or late of Henry Martin, South twenty-four and one-half ($24 \frac{1}{2}$) degrees East eighteen (18) rods to a stone;

THENCE, by same South twenty and three-fourths ($20 \frac{3}{4}$) degrees East sixty-nine and five-tenths (69.5) rods to a stone;

THENCE, by same forty-five and three-fourths ($45 \frac{3}{4}$) degrees West eighty-six and seven-tenths (86.7) rods to a stone heap;

THENCE, by land now or late of G. P. Savidge South eighty-nine and one-half ($89 \frac{1}{2}$) degrees East one hundred ninety-six and five-tenths (196.5) rods to a stone;

THENCE, by land now or late of E. H. Coake, North eight (8) degrees West one hundred thirty-two (132) rods to a stone heap;

THENCE, by land now or late of W. H. Mettler, North eighty-two and one-half ($82 \frac{1}{2}$) degrees West ninety-nine and four-tenths (99.4) rods to the place of **BEGINNING**.

CONTAINING one hundred eleven (111) acres and one hundred seventeen (117) rods of land.

EXCEPTING AND RESERVING, HOWEVER, from and out of the above-described tract of land, **ALL THAT CERTAIN** piece and parcel of land heretofore conveyed by the said Margaret J. Gulick, widow, unto G. P. Savidge by deed dated March 16, 1928 and recorded in the Office of the Recorder of Deeds of Northumberland County in Deed Book No. 215, at Page 396, more particularly described as follows, to wit:

BEGINNING at a stone corner in line of lands now or formerly of Raymond Wertz, and of Snedden;

THENCE, South eighty-five and one-fourth ($85 \frac{1}{4}$) degrees East thirty-six and eight-tenths (36.8) rods to an ash along line now or formerly of Snedden;

THENCE, along other land now or formerly of Gulick, North nineteen and one-fourth ($19 \frac{1}{4}$) degrees East fifteen and two-tenths (15.2) rods to an apple tree;

THENCE, North forty-eight and one-half ($48 \frac{1}{2}$) degrees East ten and eight-tenths (10.8) rods to an iron pin;

THENCE, North fifteen and three-fourths ($15 \frac{3}{4}$) degrees East thirty and two-tenths (30.2) rods to a white oak in line of land now or formerly of R. Wertz;

THENCE, along land now or formerly of R. Wertz, South thirty-eight (38) degrees forty (40) minutes seventy-four and three-tenths (74.3) rods to a stone, the place of **BEGINNING**.

CONTAINING six (6) acres and twenty-nine and four-tenths (29.4) rods of land.

ALSO, EXCEPTING AND RESERVING, from and out of the said parcel for the benefit of Frederick L. Jones, Jr. and Mary Joyce Jones, husband and wife, their heirs and assigns, the following described parcel as shown on the survey plot plan made April 27, 1976 by Barry Lee Fairchild, R.S.:

BEGINNING at a point which said point marks the southwestern corner of this tract and a corner of land now or formerly in tenure of Donald L. Savidge and Marjean Savidge, his wife;

THENCE, along land now or formerly in tenure of said Donald L. Savidge and Marjean Savidge, his wife, the following courses and distances:

1. North eighteen degrees fifteen minutes fifty-five seconds East two hundred fifty and eighty hundredths feet (N. 18° 15' 55" E. 250.80') to a point;
2. North fifty-seven degrees twenty-six minutes fifty-six seconds East one hundred seventy-eight and twenty hundredths feet (N. 57° 26' 56" E. 178.20') to a point;
3. North fifteen degrees forty-four minutes twenty-two seconds East four hundred ninety-eight and thirty hundredths feet (N. 15° 44' 22" E. 498.30') to a point;
4. North fifty-two degrees seven minutes thirty-one seconds East two hundred four and five hundredths feet (N. 52° 07' 31" E. 204.05') to a point;
5. North twenty-seven degrees seven minutes thirty-one seconds East sixty feet (N. 27° 07' 31" E. 60') to a point;

THENCE, through a larger tract of which this parcel was a part, the following courses and distances:

1. South fifty-three degrees forty-seven minutes twenty seconds East five hundred seventy-seven and thirty hundredths feet (S. 53° 47' 20" E. 577.30') to a point;
2. South ten degrees thirty-one minutes thirty-four seconds West one hundred forty-five and four hundredths feet (S. 10° 31' 34" W. 145.04') to a point;
3. South thirteen degrees forty-two minutes twenty seconds East six hundred forty-one and eighty-four hundredths feet (S. 13° 42' 20" E. 641.84') to a point;

THENCE, along land now or formerly in tenure of said Donald L. Savidge and Marjean Savidge, his wife, North eighty-four degrees fifteen minutes fifty-five seconds West one thousand one hundred forty-nine and fifty-three hundredths feet (N. 84° 15' 55" W. 1,149.53') to the place of BEGINNING. This parcel which is excepted and reserved contains 17.459 acres of land.

BEING Parcel No. 2 which First National Trust Bank, Trustee under Inter Vivos Deed of Trust dated March 20, 1976, created by Frederick L. Jones, Jr., as Settlor, by its Deed dated April 3, 1985 and recorded April 3, 1985 in the Office of the Recorder of Deeds in and for Northumberland County, Pennsylvania, in Record Book 605, Page 711, granted and conveyed unto Frederick L. Jones, Jr. and Mary Joyce Jones, husband and wife, as tenants by the entireties. The said Mary Joyce Jones having departed this life on October 30, 2022 thereby vested complete title in her husband, Frederick L. Jones, Jr. whose Estate is the Grantor herein.