

CONDITIONS OF SALE

The terms and conditions of sale for the real estate by Jesse W. Burkholder and Mary Ellen Burkholder, of 133 Paradise Road, Spring Mills, Penn Township, Centre County, Pennsylvania, hereinafter referred to as "Seller," to be offered for sale on September 21, 2024, are as follows:

1. Description of Premises:

Seller agrees to sell, subject to these Conditions of Sale, the real estate situate at 133 Paradise Road, Spring Mills, Penn Township, Centre County, Pennsylvania, Centre County Tax Parcel No. 22-003-018E, as more fully described on Exhibit A, attached hereto and made a part hereof by reference, said property hereinafter referred to as "the premises."

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

3. If the auctioneer declares the purchaser to be the highest and best bidder and that the Seller intends to sell the premises, then these Conditions of Sale shall become a binding Agreement of Sale between the Purchaser and the Seller.

4. State and Local Realty Transfer Taxes (2% of purchase price) shall be paid by the Purchaser. The 2024 County and Municipal Real Estate Taxes and the Penns Valley Area School District Taxes shall be prorated at date of final settlement.

5. Final settlement shall take place at Miller, Kistler & Campbell within 60 days from the date the auctioneer declares the highest bidder to be the Purchaser.

Possession of the premises shall be given to the Purchaser upon date of final settlement.

6. The premises herein described are being sold free and clear of all liens and encumbrances other than any easements or restrictions which are visible on the ground or a matter of public record.

7. The Purchaser agrees to purchase the premises herein described for the highest accepted bid by the auctioneer, which is \$_____ and agrees to pay \$50,000.00 down on the day of the sale as a down payment with the balance being due and payable in full at time of final settlement, which should be within 60 days, but no later than November 22, 2024. Should the Purchaser fail to make settlement in accordance with the terms and conditions of sale, the down payment of \$50,000.00 shall be forfeited to the Seller as liquidated damages and the Seller may then proceed to resell the premises free and clear of these Conditions of Sale and Agreement of Sale which shall then become null and void.

8. Purchaser shall not be permitted to assign the purchaser's interest in these Conditions of Sale/Agreement of Sale without the Seller's prior written approval.

9. By the execution of this Agreement the Seller acknowledges payment by the Purchaser of the down payment hereinabove required.

10. Purchaser acknowledges that the Purchaser is purchasing the property in "as is" condition, without reliance upon any representations by Seller or any other person. Any information provided regarding the property has been

obtained from sources deemed reliable by Seller and Beiler-Campbell Auction Services (Jake Yoder, Auctioneer) who shall not be held responsible for the accuracy of said information. The Seller and Beiler-Campbell Auction Services make no representations as to the uses which may be made of the property. Buyer should contact the municipality in which the property is located to determine zoning classification and permitted uses or the requirements of any Ordinances which may be applicable to the land and the buildings erected thereon.

11. Seller and Purchaser acknowledge that the property is currently enrolled in the Pennsylvania Farmland and Forest Land Assessment Act of 1974, as amended, (Clean and Green). Accordingly, the Purchaser understands that the property is receiving preferential tax assessment. If for any reason Purchaser takes any action which causes a violation of the provisions of Clean and Green for which any roll-back taxes are assessed against the property, the Purchaser shall be responsible for payment of any such roll-back taxes, penalties, or interest assessed against the property and agrees to hold harmless and fully indemnify Seller for any Clean and Green roll-back taxes, penalties, or interest.

12. Time is of the essence of this Agreement. The time for closing and the times for making all payments on account of the purchase price to be paid by the Purchaser are hereby agreed to be of the essence of this Agreement and none of the times referred to in this Agreement shall be extended unless by consent in writing signed by the parties hereto.

13. It is understood and agreed that Beiler-Campbell Auction Services is acting as AGENT ONLY and shall in no case whatsoever be held liable by either party for the performance of any item, condition or covenant of these Conditions of Sale or for damages for non-performance thereof.

IN WITNESS WHEREOF, the parties hereto, in consideration of the sales price above described, the down payment herein specified and the mutual promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties have executed these Conditions of Sale the 21st day of September, 2024.

JESSE W. BURKHOLDER – Seller

MARY ELLEN BURKHOLDER - Seller

Purchaser

Purchaser

EXHIBIT A

ALL that certain message, tenement, and tract of land situate within the Township of Penn, County of Centre, Commonwealth of Pennsylvania, being bounded and described, per a strict measure survey dated: April 22, 2022, by Mease Associates. The survey being run in a clockwise direction from the identified point of beginning, with the bearings of the survey being established by Static GPS observations and adjusted to NAD 83 Grid, Pennsylvania North Zone (3701), therefore the boundaries of this tract are described as follows:

BEGINNING at a mag nail at the centerline of a concrete bridge crossing over Penns Creek, said mag nail being South $29^{\circ}16'51''$ East a distance of 41.36 feet from the centerline intersection of Paradise Road with Penns Creek Road, at the northern end of the above mentioned bridge, being further defined within the Pennsylvania State Plane Coordinate System (NAD-83 Grid, PA North Zone 3701), by the grid coordinates of North: 250,287.97 feet, East: 2,038,268.53 feet; **THENCE** proceeding up Penns Creek the next two courses and distances:

1. South $68^{\circ}19'45''$ West a distance of 346.10 feet to a point in said creek,
2. North $29^{\circ}10'15''$ West a distance of 53.65 feet to a mag nail found in the center of the Penns Creek Road;

THENCE proceeding by the centerline of Penns Creek Road the next three (3) courses and distances:

1. South $75^{\circ}28'40''$ West a distance of 220.28 feet to a mag nail in the center of said road at the point of curvature of a curve to the left having a radius of 2235.00 feet,
2. said curve to the left an arc length of 152.81 feet, the chord of this curve bearing of South $73^{\circ}11'57''$ West for a distance of 152.78 feet,
3. South $71^{\circ}14'25''$ West a distance of 223.85 feet to a mag nail in the center of the road;

THENCE proceeding along Lot 4R-B, the next six (6) courses and distances:

1. North $00^{\circ}10'01''$ West a distance of 442.62 feet to an iron pin set,
2. North $16^{\circ}12'59''$ East a distance of 248.29 feet to an iron pin set,
3. North $67^{\circ}06'01''$ East a distance of 235.80 feet to an iron pin set,
4. North $57^{\circ}42'05''$ East a distance of 76.25 feet to an iron pin set on the western side of a paved lane,
5. North $31^{\circ}24'09''$ East a distance of 38.31 feet crossing said lane to an iron pin set,
6. North $54^{\circ}32'47''$ East a total distance of 185.35 feet, crossing an iron pin set at a distance of 169.88 feet, to a point in the center of Paradise Road;

THENCE proceeding by the centerline of said road the next two (2) courses and distances:

1. by a curve to the right an arc length of 87.99 feet, said curve has a radius of 830.00 feet, and a chord of South 32° 19' 04" East for a distance of 87.94 feet to a point in the center of Paradise Road;
2. South 29° 16' 51" East a total distance of 718.91 feet, crossing over a mag nail found at the centerline intersection of Paradise Road with the centerline of Penns Creek Road, at distance of 677.55 feet to the first mentioned point being the **POINT OF BEGINNING**.

CONTAINING: 12.06 Acres, and being Lot 4R-B on a plan entitled "Final Plan Jesse W. Burkholder and Mary Ellen Burkholder Subdivision (Lot 4R - Plat Book 86, Page 161) and Lot Addition to Lands of Charles W. Burkholder (Lot 1 - Plat Book 40, Page 12)" according to a survey and plan by Mease Associates, dated April 22, 2022 as revised, and recorded in Centre County Plat Book 97, Page 169.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number: 22-3/18E.

UNDER AND SUBJECT to all existing easements, covenants, conditions, restrictions and rights of way as shown in prior documents of record.