

CONDITIONS OF SALE
Saturday, November 23, 2024
1:00pm

The Conditions of this public sale are as follows:

1. **The Property.** The property to be sold is located at 1509 Jay Street, Lebanon, PA 17046, North Lebanon Township, County of Lebanon and Commonwealth of Pennsylvania and described on the attached Legal Description (Exhibit "A"). This property contains approximately 17.5 acres.
2. **Inclusions.** Everything that is permanently attached to the real estate is included in the sale unless otherwise provided in these conditions.
3. **Zoning.** The property is located in the Agricultural Zoning District.
4. **Bidding.** The highest bidder shall be the Purchaser when the Auctioneer announces that the property is sold. The high bidder shall immediately sign the Purchaser's Agreement in these Conditions of Sale and pay down ten percent (10%) of the purchase money on the day of auction or furnish sureties satisfactory to the Seller, as security for the performance of this Agreement, with balance due in sixty (60) days. If any dispute arises among bidders, the property may be offered for renewal of bidding. The Seller reserves the right to reject any and all bids.
5. **Settlement.** The balance of purchase money shall be paid within sixty (60) days at settlement to be held at Zimmerman Law Office, 466 Jonestown Road, Jonestown, Pennsylvania, 17038, on or before January 3, 2025, with settlement and title services provided by Zimmerman Law Office, (unless some other time and place shall be agreed upon by the Seller and Purchaser).
6. **Title.** Upon such payment, the Seller shall convey to the Purchaser, by deed prepared at the Purchaser's expense, good and marketable title to the property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to building and use restrictions, zoning and land subdivision regulations and any easement that is apparent upon reasonable physical inspection. Any survey required by Purchaser or his lender shall be paid by Purchaser.
7. **Condition of Property.** At settlement the property shall be in substantially the same condition as at present, except for (1) damage caused by act of nature, fire or vandalism, (2) damage that occurs after possession has been given to Purchaser, and (3) any taking by eminent domain. Seller makes no other warranty as to the condition of the property and has no actual knowledge of any environmental hazard. This property is being sold "AS IS" with all current faults and problems. Any inspections or survey required by Purchaser or his lender shall be paid by Purchase and any deficiencies found by inspections or survey shall be remedied and paid for by Purchaser.

8. **Insurance.** Seller will continue the present fire insurance coverage until settlement and will promptly pay to Purchaser any insurance proceeds received for damage not caused by Purchaser that occur after the sale.
9. **Formal tender of deed and purchase money are waived.**
10. **Transfer Taxes.** State and local realty transfer taxes shall be paid by Purchaser.
11. **Real Estate Taxes & Utilities.** Real estate taxes and any water and sewer rents shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.
12. **Possession.** Possession shall be given to the Purchaser at settlement.
13. **Purchaser's duty to purchase this property is not subject to any financing contingency or any other condition or event.**
14. **Default.**
 - A. If Seller is unable to give title as provided in Paragraph 6, Purchaser may elect either (1) to take such title as Seller can give, or (2) to require Seller to return to Purchaser all payments including any note given to Seller on account of the purchase price, upon which return all further obligations of both Seller and Purchaser under this agreement shall terminate.
 - B. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all remedies provided by law, shall have the option either (1) to retain the Purchaser's down money as liquidated damages regardless of whether or on what terms the property is resold, or (2) to resell the property at public or private sale, with or without notice to the present Purchaser or any sureties, 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.
15. **Parties.** The terms "Seller" and "Purchaser" include all those who sign these Conditions and Purchaser's Agreement in those respective capacities.

SELLER: BARRY J. ARNOLD ESTATE

DATE: _____

_____(SEAL)
Thomas E. Arnold, Co-Executor

_____(SEAL)
Matthew L. Arnold, Co-Executor

PURCHASER'S AGREEMENT

I/We, the undersigned purchaser, agree to have purchased the property of 1509 Jay Street, Lebanon, PA 17046, North Lebanon Township, Lebanon County, Pennsylvania, the Real Estate pursuant to the foregoing terms and subject to those Conditions, for the purchase price of \$_____.

If I/we acquire possession of the property before payment of the purchase money and 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 the 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.

Witness my/our hand/s and seal/s this 23rd day of November, 2024.

Signed in the presence of:

PURCHASER:

Please sign & print name

Please sign & print name

Address

Phone

Email Address

RECEIPT

Receives of Purchaser on above date, as down money on account of the purchase price, the sum of \$_____ on behalf of Seller.

Attending Attorney

EXHIBIT "A"

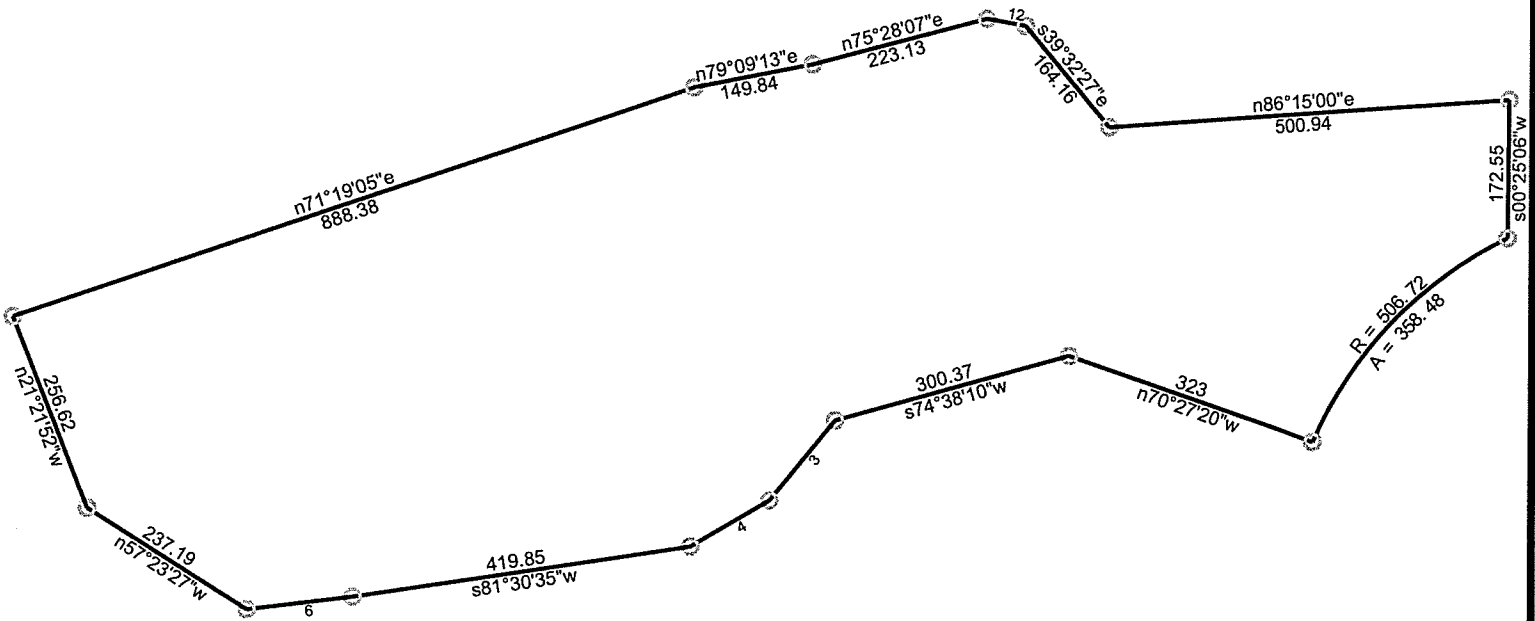
ALL THAT CERTAIN message, tenement, house and tract of land situate in the Township of North Lebanon, County of Lebanon and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a spike in the center line of Jay Street (Township Road Route #T-477), said point being the northeastern corner of Lot A as shown on Land Subdivision Plan for Mark C. and Mildred I. Dengler dated July 17, 1986; thence along said Lot A, the following five courses and distances; (1) North 70 degrees 27 minutes 20 seconds West, a distance of 323 feet to an iron pin; (2) thence South 74 degrees 38 minutes 10 seconds West, a distance of 300.37 feet to an iron pin; (3) thence South 39 degrees 14 minutes 30 seconds West, a distance of 128.08 feet to an iron pin; (4) thence South 59 degrees 35 minutes West, a distance of 114.22 feet to an iron pin; (5) thence South 81 degrees 30 minutes 35 seconds West, a distance of 419.85 feet to an iron pin; thence along other lands of Mark C. and Mildred I. Dengler, the following ten courses and distances; (1) South 83 degrees 16 minutes 19 seconds West, a distance of 132.04 feet to an iron pin; (2) thence North 57 degrees 23 minutes 27 seconds West, a distance of 237.19 feet to an iron pin; (3) thence North 21 degrees 21 minutes 52 seconds West, a distance of 256.62 feet to an iron pin; (4) thence North 71 degrees 19 minutes 5 seconds East, a distance of 888.38 feet to an iron pin; (5) thence North 79 degrees 09 minutes 13 seconds East, a distance of 149.84 feet to an iron pin; (6) thence North 75 degrees 28 minutes 07 seconds East, a distance of 223.13 feet to an iron pin; (7) thence South 79 degrees 32 minutes 22 seconds East, a distance of 48.54 feet to an iron pin; (8) thence South 39 degrees 32 minutes 27 seconds East, a distance of 164.16 feet to an iron pin; (9) thence North 86 degrees 15 minutes East, a distance of 500.94 feet to an iron pin; (10) thence South 00 degrees 25 minutes 06 seconds West, a distance of 172.55 feet to a spike in said center line of Jay Street; thence along said center line of Jay Street, along a curve to the left having a radius of 506.72 feet, an arc distance of 358.48 feet and a chord bearing of South 43 degrees 34 minutes 30 seconds West, a distance of 351.05 feet to a spike, the place of BEGINNING.

BEING Lot No. 1 on Land Subdivision Plan for Mark C. and Mildred I. Dengler dated July 17, 1986, recorded in Plan Book 35, Page 39.

CONTAINING 17.5028 acres.

BEING KNOWN AS 1509 Jay Street, Lebanon, PA 17046



10/7/2024

Scale: 1 inch= 239 feet

File:

Tract 1: 17.5045 Acres, Closure: s86.0036w 0.38 ft. (1/11506), Perimeter=4417 ft.

- 01 n70.2720w 323
- 02 s74.3810w 300.37
- 03 s39.3227e 164.16
- 04 s59.3500w 114.22
- 05 s81.3035w 419.85
- 06 s83.1619w 132.04
- 07 n57.2327w 237.19
- 08 n21.2152w 256.62
- 09 n71.1905e 888.38
- 10 n79.0913e 149.84

- 11 n75.2807e 223.13
- 12 s79.3222e 48.54
- 13 s39.3227e 164.16
- 14 n86.1500e 500.94
- 15 s00.2506w 172.55
- 16 Lt, r=506.72, arc=358.48, chord=s43.3430w 351.05

North Lebanon Township



Address: 4172823
Pincode: 622823

Map Prepared by the Lebanon City/County Planning GIS Department
Disclaimer: The map shows the approximate boundaries of parcels and zoning districts. The property boundaries are shown as they are recorded in the public records. The zoning district boundaries are shown as they are shown on the zoning map.

NOTE:
ZONING DISTRICT BOUNDARIES INDICATED AS APPROXIMATELY FOLLOWING THE CENTERLINE OF ROADS OR BODIES OF WATER SHALL BE CONSTRUED AS FOLLOWING SUCH CENTERLINES. SHOULD ANY UNCERTAINTY EXIST, THE ZONING HEARING BOARD SHALL INTERPRET THE INTENT OF THE ZONING MAP AS TO THE EXACT LOCATION OF DISTRICT BOUNDARIES.

NOTE: PROPERTY LINES DISPLAYED FOR REFERENCE PURPOSES ONLY

2,000 1,000 0 1,000 2,000
1 inch = 1,000 feet

2,000 1,000 0 1,000 2,000
1 inch = 1,000 feet

ZONING DISTRICTS

A	- AGRICULTURAL = 4,380 Acres (40.6%)
IA	- INTENSIVE AGRICULTURAL = 623 Acres (5.8%)
RR	- RURAL RESIDENTIAL = 1,488 Acres (13.8%)
R1	- LOW DENSITY RESIDENTIAL = 1,345 Acres (12.5%)
R2	- HIGH DENSITY RESIDENTIAL = 888 Acres (8.0%)
C1	- NEIGHBORHOOD COMMERCIAL = 41 Acres (0.4%)
C2A	- GENERAL COMMERCIAL = 347 Acres (3.2%)
C2B	- GENERAL COMMERCIAL = 38 Acres (0.3%)
MR1	- MUNICIPAL RECREATION = 333 Acres (3.1%)
I	- INDUSTRIAL = 1,331 Acres (12.3%)

SPECIAL FLOOD HAZARD AREA*

ZONE A	DAW BREACH INUNDATION AREA
ZONE AE - FLOODWAY	
ZONE AE	

*CONSULT FEMA MAPS FOR EXACT LOCATIONS
TOWNSHIP TOTAL ACREAGE = 10,735 Acres

Legend

Pump Stations	■
Parcels	□
Railroad Beds	—
Hydrology	—
Roads	—
Private Roads	---

Chapter 27. Zoning

Part 3. AGRICULTURAL DISTRICTS (A)

§ 27-301. Intent.

[Ord. 64-84, 6/4/1984, § 6.01]

The regulations of the Agricultural Districts are designed to protect and preserve the existing agricultural lands of the Township and those areas where environmental conditions are most conducive to agricultural operations which will produce high crop yields. Principal protection and preservation emphasis is concentrated on farm land and conversion to non-farm usage is discouraged. Where designated as non-prime farm land, limited residential, non-residential, and farm-related commercial uses are permitted to facilitate those individuals who may desire to locate in an agricultural setting.

§ 27-302. Permitted Uses.

[Ord. 6-4-84, 6/4/1984, § 6.02; as amended by Ord. 2-1994, 8/1/1994, § II; by Ord. 1-1997, 1/20/1997, §§ II and III; by Ord. 1-2003, 6/16/2003, § I; by Ord. 5-2005, 12/19/2005, § XIV; and by Ord. 2-2014, 5/19/2014, §§ IX, X]

1. The following uses are permitted, subject to the requirements listed herein and in §§ **27-303** and **27-304** of this chapter:
 - A. Agriculture, crop and truck farming, pasturing, truck gardening, horticulture, nurseries, aviaries, hatcheries, apiaries (subject to the regulations set forth in Chapter 27, Part 12, Supplementary District Regulations, § 27-1232), and similar agricultural uses. Greenhouses are also permitted, provided that they do not involve retail sales of items stocked for resale.
[Amended by Ord. No. 4-2022, 3/21/2022]
 - B. (Reserved)
 - C. (Reserved)
 - D. Pet kennels, provided that they are located a minimum of 100 feet from any right-of-way or lot line.
 - E. Public conservation areas for the preservation of open space, water, soil, forest and wildlife resources.
 - F. Public park and recreation areas, forest preserves, game refuges and similar non-intensive uses.
 - G. Golf courses and county clubs.
 - H. Churches, associated parish houses, and cemeteries.

- I. Single family dwellings, in accordance with the requirements of §§ **27-303** and **27-304** of this chapter, including maximum lot area requirements.
- J. Customary accessory uses and structures incidental to any of the above permitted uses, including the following:
 - (1) Roadside stands for the sale of "home-grown" or "home-made" products when located not less than 20 feet from the road cart-way and not within the road right-of-way.
 - (2) Home occupations and accessory uses, as regulated in Part **12** of this chapter.
- K. Upon approval by the Zoning Hearing Board, the following Special Exception uses are permitted provided the use complies with the conditions listed herein and Part **17** of this chapter. Additionally, the applicable requirements of §§ **27-303** and **27-304** of this chapter, including maximum lot area, shall also apply.
 - (1) Semi-public or private recreational areas, game and wildlife hunting and gunning clubs, camps, and structures necessary for the operation of these uses.
 - (2) Riding academies, commercial stables and animal hospitals.
 - (3) Saw mills and other establishments associated with forestry.
 - (4) Agriculturally oriented commercial establishments (e.g. farm implement dealers, feed mills, seed stores, butchering shops, etc).
- L. Upon application to the Board of Supervisors of North Lebanon Township, the owner or owners of land consisting of five or more acres may construct a separate accessory building to a primary residence located on the tract of land; provided, that the following conditions are met:
 - (1) The size and type of the building shall be approved by the Board of Supervisors.
 - (2) The building may be used only for the storage of equipment and other property.
 - (3) The building shall meet all applicable requirements of the zoning ordinance concerning setback lines and height of building.
 - (4) The Board of Supervisors may attach such other conditions as they deem reasonable.
 - (5) The owner or owners shall enter into an agreement with the Township to assure the performance of the conditions and the agreement shall be binding upon the owners and successors in title to the property.
- M. Upon application to the Board of Supervisors of North Lebanon Township and upon the receipt of a reclamation permit from the Board of Supervisors of North Lebanon Township, the owner or owners of the property situated in the Agricultural District (A) may remove any ground or other materials that have been deposited, subject to all of the terms and conditions as may be imposed on the permit by the Board of Supervisors of North Lebanon Township including, but not limited to, bonding, requiring other state or federal permits, submitting detailed plans, providing dirt and dust control, meeting traffic and road requirements and protection, providing insurance, and complying with the time limits for completing the work.
- N. Group care facilities provided that the following conditions are met:
 - (1) Plans for the facility are approved by the appropriate state and local agencies (e.g., Department of Labor and Industry, Department of Welfare, etc.) prior to operation.
 - (2) The facility shall be properly licensed, if required.
 - (3) There shall be a minimum of 175 square feet of habitable floor area for each person residing in the facility.

- (4) All residents of the facility must be certified by the referring agency to be capable of residing in this group family environment, and no resident shall receive skilled or intermediate type nursing care, or psychiatric rehabilitation routinely required in an institutional setting.
 - (5) The facility shall be serviced by the public water and public sewer system.
 - (6) The facility shall comply with all applicable standards of this chapter, the Subdivision and Land Development Ordinance of North Lebanon Township [Chapter 22].
 - (7) Traffic generated by the facility shall not exceed normal residential levels and all points of ingress and egress shall be at safe and permissible locations.
 - (8) All parking shall be off-street and the facility shall have two off-street parking spaces for the facility and one additional off-street parking space for each residential vehicle and each employee vehicle and such other additional off-street parking spaces as may be needed to handle the off-street parking needs of the facility's use.
 - (9) The operator of the facility shall provide to North Lebanon Township a floor plan of the facility describing the uses of the rooms within.
- O. Family day-care homes, provided that the following conditions are met:
- (1) Day care shall be provided by the resident of the home and a maximum of one nonresident assistant.
 - (2) Applicants shall obtain and maintain a registration certificate from the Pennsylvania Department of Welfare for the family day-care home; a copy of said certificate shall be attached to the building permit.
 - (3) Two off-street parking spaces shall be provided in addition to that required for the residence.
 - (4) No signs pertaining to the day-care service shall be permitted.

§ 27-303. General District Requirements.

[Ord. 6-4-84, 6/4/1984, § 6.03; as amended by Ord. 1-1999, 8/16/1999, § XXXII]

1. All principal buildings, structures and uses erected or established after the adoption date of this chapter shall comply with the following requirements:
 - A. Existing farms and properties shall be permitted the following number of lots or principle uses, based upon farm or property size at the date of adoption of this Ordinance.

Size of Farm or Property	Maximum Number of Lots or Uses
0 acres to less than 10 acres	Any number in accordance with § 27-304
10 acres to less than 50 acres	3
50 acres to less than 100 acres	4
100 acres to less than 1.5 acres	5
175 acres to less than 250 acres	6
250 acres to less than 400 acres	7
400 acres or more	8

Existing unsubdivided dwellings and principal, non-residential uses located on the farm or property shall be considered part of the permitted allotment. Furthermore, the maximum permitted number of lots or uses shall apply whether or not individual lots are subdivided

at the time the uses are established. Resubdivision of lots created after the adoption date of this Ordinance shall also be subject to the maximum allotment determined for the original farm or property.

- B. All applications for Building and Zoning Permits to erect a single family dwelling or principal, non-residential use structure on unsubdivided land and all applications for subdivision shall be accompanied by an agricultural plan identifying the following:
- (1) Size, shape and dimensions of the farm or property; size and location of all existing buildings; and size, location and use of all proposed buildings or lots.
 - (2) Lots or uses previously approved under these regulations.
 - (3) Land under active cultivation and land in woodlots or forests.
 - (4) Soil information for the farm or property, including soil series and soil capability class, subclass and unit as classified within the 1981 Soil Survey of Lebanon County, Pennsylvania and Agricultural Handbook #210 of the United States Department of Agriculture Soil Conservation Service.
- C. Applications to erect or establish a use or subdivide a farm or property shall be reviewed subject to the following criteria:
- (1) All uses or lots shall be established or located on non-prime farmland (Soil Capability Classes III — VII), when such land is available; and
 - (2) The least suitable farmland (highest numbered Soil Capability Unit) shall be utilized for development in all cases, unless the applicant can demonstrate its unsuitability for the proposed use. When a soil has been determined to be unsuitable because of slope, drainage, flooding, sewage disposal deficiencies or other physical characteristics, then the least suitable remaining farmland shall be utilized for development; and
 - (3) When a farm or property is comprised entirely of prime farmland (Soil Capability Classes I and II), then the least suitable or least prime land shall be utilized for development; and
 - (4) Lots and uses shall be grouped, where possible, adjacent to other similar lots and uses to avoid a scattering of development. Lots and uses shall not be located near intensive farming operations. Subdivision or development shall not necessitate any new streets, except that one lot or use may be accessed via an unimproved fifty-foot right-of-way; and
 - (5) Application for the last lot or use permitted within a farm or property shall be accompanied by a proposed deed for the residual farm land or property. Said proposed deed shall contain a restriction to identify that subdivision and development allotments have been used and that no further subdivision, development or establishment of additional principal uses shall be permitted. Said restrictive deed shall be recorded within 30 days of subdivision or permit approval for the last allowable lot or use. Failure to record said deed, subsequent removal of the deed restriction or subsequent subdivision or establishment of additional uses or lots shall constitute a violation of this chapter, punishable in accordance with Part 21 of this chapter.
 - (6) A maximum lot area of two acres for single family dwellings is established in the district requirement chart in § 27-304. The purpose of the maximum lot size is to prevent the creation of large lots which remove excessive amounts of agricultural land from crop production. Maximum lot size shall not apply to:
 - (a) Lot additions for agricultural purposes.
 - (b) Subdivision of existing parcels of 10 acres or less in size.

- (c) Consolidation of residual land after other suitable lots have been removed.
- (d) Inclusion of excess areas which are unsuitable for farmland.
- (e) Lot design and layout which would otherwise unavoidable physically isolate the excess land from the remainder of the farm.
- (f) Subdivision of lots where Township Supervisors determine that the characteristics of the property dictate that lot design exceeding the two acre standard is desirable.

§ 27-304. Lot and Yard Requirements.

[Ord. 6-4-84, 6/4/1984, § 6.04]

A lot area, lot width, lot coverage, yard depths, and building height satisfying the requirements of the following table, unless otherwise specified heretofore in §§ 27-302 and 27-303, shall be provided for every dwelling unit and/or principal non-residential building or use hereinafter erected, altered, or established in this district.

District Requirements:

Use	Lot Requirements				Yard Requirements One Total			
	Min. Lot Area	Max. Lot Area	Min. Lot Width	Max. Lot Coverage	Front	Side	Sides	Rear
NON-RESIDENTIAL								
USE OR BUILDING Specified in § 27-302, Subsection 1A to H	1 acre	—	150'	20%	50'	20'	40'	50'
USE OR BUILDING Specified by Special Exception in § 27-302, Subsection 1K	1 acre	4 acres ^[1]	150'	20%	50'	20'	40'	50'
RESIDENTIAL								
Single Family Detached	1 acre	2 acres	125'	20%	50'	20'	40'	50'

No building shall exceed 2 1/2 stories or 35 feet in height unless authorized as a Special Exception.

[1] *Maximum lot area shall not apply to lot additions for agricultural purposes and permitted uses specified within § 27-302, Subsection 1A through H, of this chapter.*

§ 27-305. Minimum Off-Street Parking Requirements.

[Ord. 6-4-84, 6/4/1984, § 6.05]

Off-street parking shall be provided in accordance with Part 14 of this chapter.

§ 27-306. Signs and Advertising Structures.

[Ord. 6-4-84, 6/4/1984, § 6.06]

Signs shall be permitted in accordance with Part 15 of this chapter.

§ 27-307. Supplementary District Regulations.

[Ord. 6-4-84, 6/4/1984, § 6.07]

The Supplementary District Regulations in Part 12 shall apply, where applicable, as additional requirements for this district.

§ 27-308. Environmental Improvements and Energy Conservation Requirements.

[Ord. 6-4-84, 6/4/1984, § 6.08]

The environmental and energy requirements in Part 13 shall apply, where applicable, as additional requirements for this district.