

DRAFT

**PUBLIC AUCTION AGREEMENT OF SALE**

**THIS AGREEMENT** is made this **8<sup>th</sup>** day of **SEPTEMBER, 2026**, between, **ELAINE M. MOYER and JOAN M. LUCKENBILL, sisters**, of Schuylkill Haven, Schuylkill County, Pennsylvania, (hereinafter "**SELLER**") and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "**BUYER**").

**WHEREAS**, the **PROPERTIES** of **SELLER**, located at 401 Moyers Station Road, Wayne Township, Schuylkill County, Pennsylvania, being **UPI #34-13-0038.000**, consisting of approximately 26.5 acres, **UPI #34-13-0039.000**, consisting of approximately 12.3 acres and **UPI #34-13-0083.000**, consisting of approximately 2.0 acres, were offered for sale by the **SELLER**; and

**WHEREAS**, the **PROPERTIES** were struck down by the Auctioneer and sold to the **BUYER** who was the highest bidder; and

**WHEREAS**, the Conditions of Sale required the **BUYER** to execute, among other things, an Agreement of Sale containing the terms and conditions set forth herein.

**NOW, THEREFORE**, the parties, intending to be legally bound hereby, agree as follows:

**TERMS AND CONDITIONS**

1. **SELLER** agrees to sell and **BUYER** agrees to buy, on the terms and conditions set forth below, the **PROPERTIES** located at 401 Moyers Station Road, Wayne Township, Schuylkill County, Pennsylvania, being **UPI# 34-13-0038.000**, consisting of approximately 26.5 acres, **UPI# 34-13-0039.000**, consisting of approximately 12.3 acres and **UPI# 34-13-0083.000**, consisting of approximately 2.0 acres, were offered

for sale by the **SELLER** (hereinafter referred to as the "**PROPERTY**"). All acreages are described as more or less, no precise acreage is guaranteed or assured.

2. Settlement shall occur within **SIXTY (60) days** of the date of this Agreement, at the Law Office of **Williamson Friedberg & Jones**, 10 Westwood Road, Pottsville, Schuylkill County, Pennsylvania. **In executing this Agreement as a BUYER, the BUYER acknowledges that the final settlement on the property will occur at the Law Office of Williamson Friedberg & Jones, located at 10 Westwood Road, Pottsville, Schuylkill County, Pennsylvania. The BUYER should notify the BUYER'S title company, the BUYER'S lawyer or any other responsible party involved with the BUYER in terms of this settlement; that under no circumstances shall the SELLER or his attorney be required to travel to a remote location for settlement, without additional charges PAID BY BUYER.** In all events, Settlement will occur at 10 Westwood Road, Pottsville, Schuylkill County, Pennsylvania, in accordance with this specific term and provision of this Sales Agreement. Time to be of the essence.

4. The sale of the **PROPERTY** is **NOT CONTINGENT** on the **BUYER** obtaining mortgage financing nor shall **BUYER'S** obligation to purchase the **PROPERTY** be in any way modified as the consequence of terms, conditions or requirements which the **BUYER'S** lender may seek to impose upon the **BUYER** or the **SELLER** as a condition for making a loan to the **BUYER** to purchase the **PROPERTY**. **BUYER** acknowledges that **BUYER** has had the opportunity to examine and inspect the **PROPERTY** and that **BUYER'S** Agreement to pay the Purchase Price for the **PROPERTY** under this Agreement

is based on **BUYER'S** representation that **BUYER** has or is able to secure the funds to pay the Purchase Price. If **BUYER'S** lender obtains an appraisal that is less than the Purchase Price, this shall have no effect on the **BUYER'S** obligation to purchase the **PROPERTY** at the Purchase Price under this Agreement.

5. **SELLER** shall deliver, at time of settlement, an **SPECIAL WARRANTY DEED** for the **PROPERTY**. By executing this Agreement, the **BUYER** acknowledges that the Deed for the **PROPERTY** will be issued in the name of the **BUYER**, as designated in this Agreement. Should the **BUYER** request any changes to the designation of the **BUYER** from the precise format in which the **BUYER** is designated in this Agreement, then the **BUYER** acknowledges it shall be the **BUYER'S** responsibility for any additional Transfer Taxes, any costs associated with revisions to the Agreement of Sale, and any costs associated with any novation or other modification of the current Contract. The **SELLER** shall, in no way, have any responsibility to convey real property, other than to the **BUYER**, designated in this Agreement of Sale. This provision shall not merge upon a conveyance and shall survive and be enforceable thereafter.

6. The **PROPERTY** is to be conveyed free and clear of all liens and encumbrances, subject only to easements visible upon the **PROPERTY**, and those of record which do not substantially impair the use of the **PROPERTY**. If **SELLER** is, for any reason, unable to deliver title to the **PROPERTY** in accordance with the terms of this Agreement, **BUYER'S** remedy is limited to a return of the deposit.

7. The risk of loss as a result of fire and other casualty shall be **SELLER'S** until midnight on the date of settlement.

8. The cost for preparation of the Deed shall be paid by **SELLER**.

9. All real estate transfer tax imposed by any governing body shall be paid by the **BUYER**.

10. Title to the **PROPERTY** shall be insurable by any title insurance company authorized to do business in Pennsylvania at standard rates, subject to exceptions and exclusions of coverage customary in the community. **BUYER** acknowledges that the farmed parcels are under a Cultivation Lease with **JEFFREY HERRING** and he has the rights to access the property, remove the crops and undertake customary farming practices up to October 31, 2026, without interference by the **BUYER**. Thereafter, all farming and other access rights shall terminate. This arrangement is hereby fully disclosed and may not be asserted by the **BUYER** as an objection to title.

11. The annual real estate taxes for the current year will be apportioned between **SELLER** and **BUYER** on the basis upon which those taxes are levied.

12. All remaining consumable utilities, if any, will be estimated on the date of settlement, including propane, fuel oil, and coal and paid for, by **BUYER**, at then current rates at time of settlement.

13. **SELLER** makes no warranty as to the condition of the **PROPERTY**.

14. The property is zoned AG (Agricultural).

15. **BUYER** acknowledges having inspected the **PROPERTY** prior to the time of the auction and before signing this Agreement and enters this Agreement to

purchase as a result of said inspection and not as a result of any advertisement or announcement or representation made by the **SELLER** and/or **AUCTIONEER**.

**DISCLOSURE REQUIRED BY REAL ESTATE SELLER  
DISCLOSURES ACT**

16. The **SELLER'S** Property Disclosure Statement prepared by **SELLER** is posted and available for inspection by **BUYER** at the **PROPERTY**. **BUYER** also acknowledges the receipt of a signed copy of the **SELLER'S** Disclosure Form.

**DISCLOSURE REQUIRED BY LEAD-BASED PAINT  
HAZARD REDUCTION ACT**

17. Every **BUYER** of any interest in residential **PROPERTY** on which a residential dwelling was built prior to 1978, is notified that such **PROPERTY** may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The **SELLER** of any interest in residential **PROPERTY** is required to provide the **BUYER** with any information on lead-based paint hazards, risk assessments or inspections interrogatory in the **SELLER'S** possession and notify the **BUYER** of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER** has no knowledge of lead-based paint and/or lead-based hazards in the housing. \_\_\_\_\_ **(Seller to initial here).**

**BUYER** has received the pamphlet *Protect Your Family from Lead in Your Home*. \_\_\_\_\_ **(BUYER to initial here).**

**BUYER** has received a **TEN (10) DAY** opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. \_\_\_\_\_ **(BUYER to initial here).**

18. The purchase price to be paid by **BUYER** is:

Total Purchase Price	\$ _____	
Deposit	\$ _____	<b>(Ten percent [10%])</b>
Balance at Settlement	\$ _____	

19. The **BUYER** is hereby notified that there is no currently existing community sewage system available to service parcel #34-13-0038.000 and parcel #34-0013-83.000. A permit for an individual sewage system will have to be obtained pursuant to Sewage Facilities Act. The **BUYER** should contact a local agency charged with administering the Sewage Facilities Act before signing the contract in order to determine the requirements for obtaining a permit for an individual sewage system, if one has not already been obtained.

20. The subject properties known as parcel #34-13-0038.000 and parcel #34-13-0039.000 are in the **Act 319 Preferential Clean and Green Assessment** category. The failure of the **BUYER** to notify the County Assessment Office of the **BUYER'S** intention to acquire the property, within **thirty (30)** days prior to Settlement, may subject the **BUYER** to a **ONE HUNDRED DOLLAR (\$100.00)** penalty or more, depending upon the perceived violation. Further, the failure of the **BUYER** to re-enroll the property in the **Act 319 Preferential Clean and Green Assessment** will subject

the property to substantial roll-back penalties. It is expressly agreed and understood, by **BUYER'S** execution of this Agreement, that any and all roll-back taxes associated with the Buyer's failure to re-enroll the property, in a timely manner, in the Clean and Green Preferential Assessment program will be the responsibility of the **BUYER** and **NOT** the responsibility of the **SELLER**. The **BUYER** further acknowledges that this provision will not merge with the conveyance of the property, by the delivery of the Deed, and will remain in full force and effect, after Settlement.

**IN WITNESS WHEREOF**, the parties intending to be legally bound hereby have set their hands and seals the day and year first written above.

\_\_\_\_\_  
**ELAINE M. MOYER - SELLER**

\_\_\_\_\_  
**JOAN M. LUCKENBILL - SELLER**

x \_\_\_\_\_

**(PRINT NAME)**

\_\_\_\_\_ - **BUYER**

**Buyer's Phone #**

\_\_\_\_\_  
**Buyer's Email**

**Buyer's Address**

x \_\_\_\_\_

**(PRINT NAME)**

\_\_\_\_\_ - **BUYER**

**Buyer's Phone #**

\_\_\_\_\_  
**Buyer's Email**

**Buyer's Address**