183.4 ACRES

MULTI-PARCEL AUCTION

FOOD PLOTS | BLINDS | LONG RANGE SHOOTING

CENTRE COUNTY



- 183.4-acre property in Marsh Creek Valley
- 3 separate parcels, each perc tested
- Lot #1 39.6 Acres, Lot # 2 66.8 Acres, Lot #3 77 Acres
- Flexibility for multiple residences, family retreats, etc.
- 10+ miles of well-maintained trails for riding, ATVs, etc.
- Multiple food plots have been professionally designed by (Sam Holly) Licking Branch Whitetail Management
- 3 enclosed 12-point hunting blinds & 6 double ladder stands, each with its own water hole
- Ridge-top hunting spots with shooting benches targets/food plots at 500, 600, and 700 yards
- Within minutes of Sproul State Forest, Bald Eagle State Forest, and State Game Lands 92, 255, and 323
- Three miles from Howard Dam/Lake
- 15 minutes to I-80, 30 miles to State College, 2 hours to Harrisburg, and 2.5 hours to Lancaster Co.

OPEN HOUSE

Fri. Sept. 19, 4-6 P.M. & Sat. Sept. 27, 10 A.M.-12 P.M. For a private tour call: Gerald 717-582-6589 Meryl 717-629-6036

Tuesday, OCTOBER 14, 2025 @ 3:00 P.M.

TFRMS

The property will be sold by the acre with high bidder's choice of tract(s).

Down Payment: \$40,000 due on the day of the auction

Settlement: On or before December 16, 2025 Transfer Tax: 2% to be paid by the buyer.

Real Estate Taxes: Prorated from the day of settlement. Estimated Annual Taxes: \$248 (enrolled in C&G) Convenient down payment and bridge loan options.

AUCTIONEER REMARKS This property offers sweeping views of Bald Eagle Mountain and the surrounding ridges of the Allegheny Plateau. Whether you're seeking a premier hunting retreat (deer, turkey, bear & small game) recreational escape, or simply a place to take in breathtaking views, this property combines natural beauty with thoughtfully designed outdoor amenities. The vistas overlooking Marsh Creek Valley will make you want to stop and soak it all in.



AUCTIONEER

J. Meryl Stoltzfus AU#005403 Ph 717-629-6036



SELLER Par Five Holdings, LLC

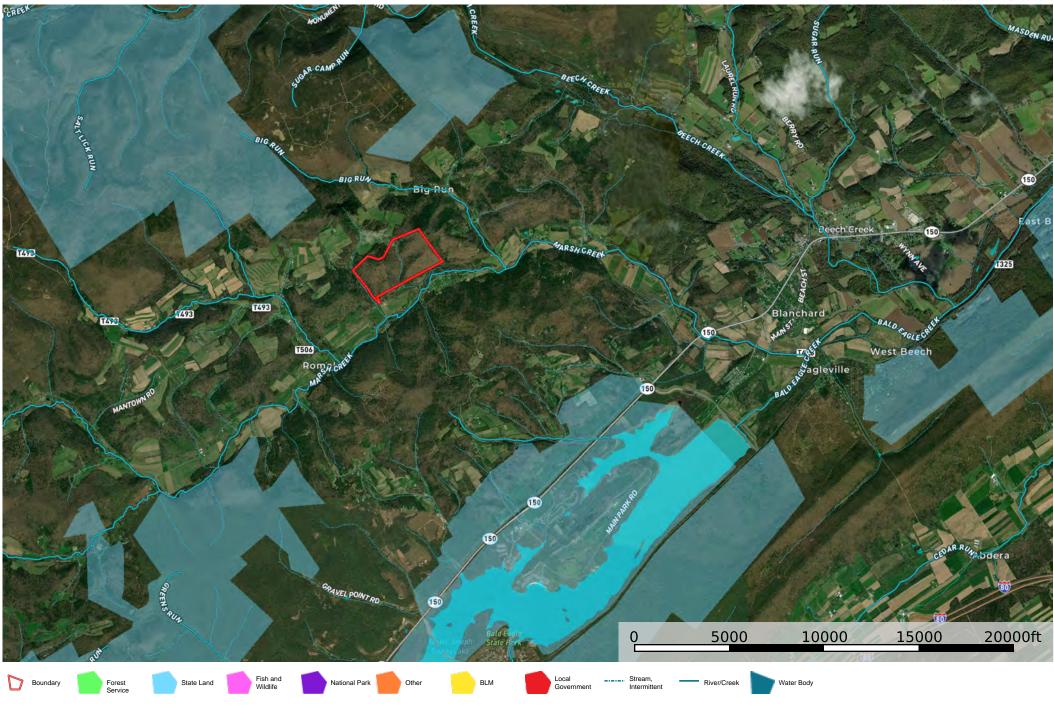
All information is deemed accurate but not guaranteed.

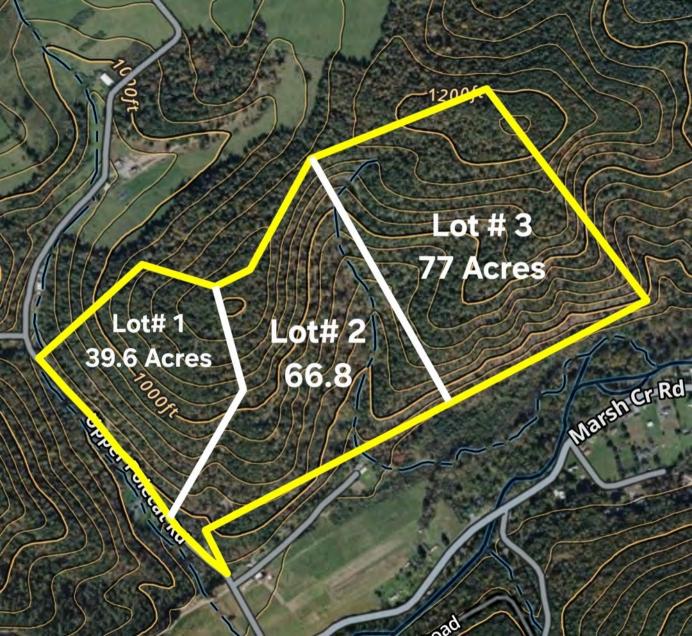


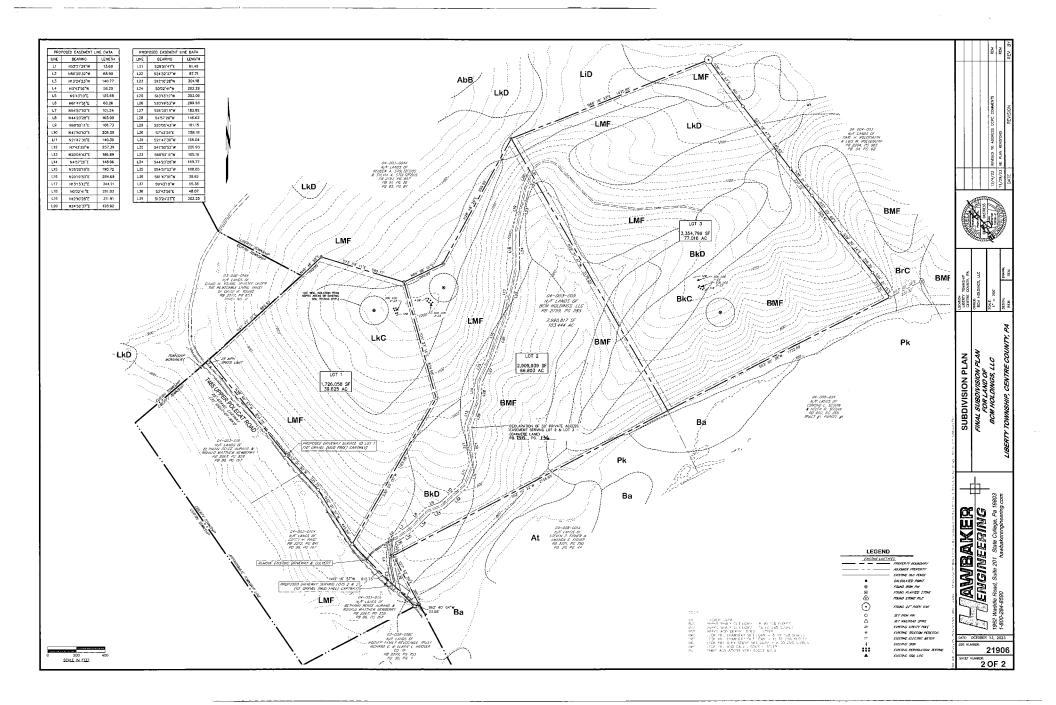
For additional photos go to beiler-campbellauctions.com or GoToAuction.com or auctionzip.com ID# 23383

Centre County, Pennsylvania, 183 AC +/-



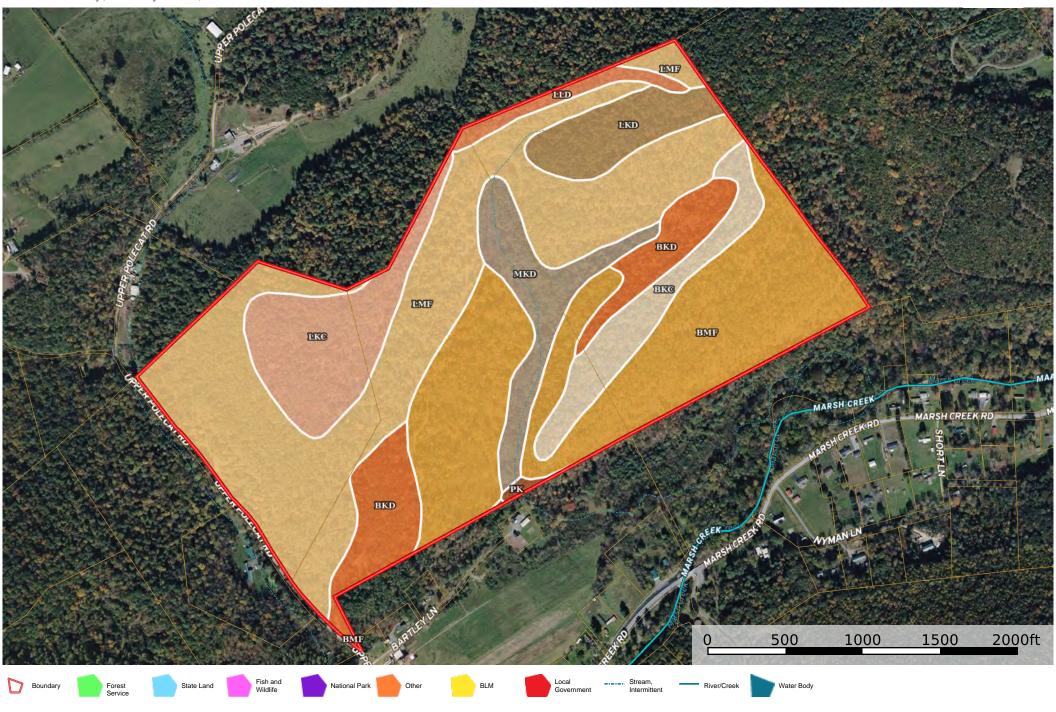






Upper Polecat Rd, Howard, PA, 16841

Centre County, Pennsylvania, 183 AC +/-



| Boundary 182.81 ac

| SOIL CODE | SOIL DESCRIPTION | ACRES | % | СРІ | NCCPI | CAP |
|-----------|--|---------------|-------|-----|-------|------|
| LMF | Leck Kill and Calvin soils, steep | 64.83 | 35.47 | 0 | 11 | 7s |
| BMF | Berks and Weikert soils, 25 to 70 percent slopes | 51.96 | 28.43 | 0 | 7 | 7e |
| LkC | Leck Kill channery silt loam, 8 to 15 percent slopes | 16.58 | 9.07 | 0 | 60 | 3e |
| BkD | Berks channery silt loam, 15 to 25 percent slopes | 14.88 | 8.14 | 0 | 35 | 4e |
| MkD | Meckesville very stony silt loam, 8 to 25 percent slopes | 11.6 | 6.35 | 0 | 37 | 6s |
| BkC | Berks channery silt loam, 8 to 15 percent slopes | 10.13 | 5.54 | 0 | 43 | 3e |
| LkD | Leck Kill channery silt loam, 15 to 25 percent slopes | 9 | 4.92 | 0 | 52 | 4e |
| LID | Leck Kill very stony silt loam, 8 to 25 percent slopes | 3.24 | 1.77 | 0 | 48 | 6s |
| Pk | Philo and Atkins very stony soils | 0.52 | 0.28 | 0 | 42 | 6w |
| Ва | Basher loam | 0.07 | 0.04 | 0 | 53 | 2w |
| TOTALS | | 182.8 1(*) | 100% | ı | 22.46 | 5.94 |

^(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

VACANT LAND INFORMATION SHEET

VLIE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

| 1 | PROPERTY 00 Upper Polecat Rd, Howard, PA 16841 | | | |
|--|--|-----|--|--|
| 2 3 | ELLER(S) Par Five Holdings, LLC/Jonathan Fisher | _ | | |
| 4 5 6 | eller is providing information to help Broker market the Property. This Statement is not a substitute for any inspections or warrant at a buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or representation by any listing retate broker (Agent for Seller), any real estate broker, or their agents. | | | |
| 7 8 9 10 11 12 13 14 15 16 17 | SELLER'S INFORMATION (A) Do you possess expertise in contracting, engineering, environmental assessment, architecture, or other areas related to the construction and conditions of the Property and its improvements? [x] Yes [] No (B) The individual completing this form is the: [x] Owner [] Executor [] Administrator [] Trustee [] Power of Attorney Explain any yes answers that you give in this section and, if applicable, attach supporting documentation: Land has been cleared for food plots | | | |
| 19 20 21 22 | PROPERTY DESCRIPTION (Attach current deed, if available) | _ | | |
| 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 | LAND (SOILS, DRAINAGE AND BOUNDARIES) (A) Are you aware of any fill or expansive soil on the Property? Yes _X No (B) Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred or affect the Property? Yes _X No (C) Are you aware of any past, existing or proposed mining, strip mining or any other excavations that have occurred on or mig affect the Property? Yes _X No (D) To your knowledge, is the Property, or any part of it, located in a Special Flood Hazard Area or a wetlands area? Yes _X No (E) Do you know of any past or present drainage or flooding problems affecting the Property? Yes _X No (F) Do you know of any encroachments, boundary line disputes or easements on the Property? Yes _X No (G) Are you aware of any shared or common areas on or adjoining the Property (e.g. driveways, bridges, docks, walls, etc.) or matenance agreements for common areas? Yes _X No Explain any yes answers that you give in this section, describing the locations and, if applicable, the extent of the issue, if known: | ght | | |
| 39 40 41 42 43 44 45 46 47 48 49 50 | HAZARDOUS SUBSTANCES (A) Are you aware of any underground tanks or hazardous substances present on the Property such as, but not limited to, polychlor nated biphenyls (PCBs), radon, lead-based paint, etc.? Yes [x] No (B) To your knowledge, has the Property been tested for any hazardous substances? Yes [x] No (C) Do you know of any other environmental concerns that might impact the Property? Yes [x] No (D) Are you aware of any contamination to any wells or other sources of water on the Property? Yes [x] No (E) Are you aware of any discoloring of the soil or vegetation? Yes [x] No (G) Are you aware of any storage tanks on the Property? Yes (Please answer questions 1-8, below) X No 1. Total number of storage tanks on the Property: Aboveground Underground 2. Are all storage tanks registered with the Pennsylvania Department of Environmental Protection? Yes No 3. If no, identify any unregistered storage tanks: | ri- | | |
| 51 | eller Initials: VLI Page 1 of 4 | | | |

Pennsylvania Association of Realtors*

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| 52 | | 4. Has any storage tank permit ever been revoked? [_] Yes [X] No |
|-----|----|---|
| 53 | | 5. Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from |
| 54 | | a storage tank? [_] Yes [x] No |
| 55 | | 6. Do you know if methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance |
| 56 | | of a leak detection system, an inventory control system, and a tank testing system? [_] Yes [x] No |
| 57 | | Explain: |
| 58 | | 7. To your knowledge, has there been any release, or any corrective action taken in response to a release, from any of the stor- |
| 59 | | age tanks on the Property? [] Yes [X] No |
| 60 | | 8. If yes, has the release and corrective action been reported to any governmental agency? [] Yes [X] No |
| 61 | | Explain any yes answers that you give in this section, describing the locations and the extent of the issue, if known, and attach all |
| 62 | | reports and records: |
| 63 | | |
| | | |
| 64 | 5. | STATUS OF UTILITIES |
| 65 | ٠. | (A) Source of water: |
| 66 | | [] Public Water [] Connected [] Not Connected |
| 67 | | On-Site Water Connected Not Connected |
| | | |
| 68 | | Community Water Connected Not Connected |
| 69 | | [X] None |
| 70 | | 1. If known, provide the date the water was last tested |
| 71 | | 2. What was the result of the test? |
| 72 | | 3. To your knowledge, is the pumping system in working order? [_] Yes [_] No [_] Not Applicable |
| 73 | | If no, explain: |
| 74 | | 4. Are you aware of any problems related to the water service? [_] Yes [_] No |
| 75 | | If yes, explain: |
| 76 | | 5. If the Property is serviced by community water, do you have supporting documentation? [] Yes [] No [] Not Applicable |
| 77 | | (B) Sewage system: |
| 78 | | [] Public Sewer [] Private Sewer [] Septic Tank |
| 79 | | Cesspool Holding Tank X None |
| 80 | | |
| 81 | | 1. Do you have a current Site Investigation and Percolation Test Report for On-lot Disposal of Sewage issued by the |
| 82 | | Department of Environmental Protection? [] Yes [X] No |
| | | |
| 83 | | |
| 84 | | Metal/steel [Cement/concrete [Fiberglass [Unknown [Other (specify): |
| 85 | | 3. If known, provide the date the on-site sewage disposal system was last serviced |
| 86 | | 4. Is there a sewage pump? |
| 87 | | If yes, is it in working order? |
| 88 | | 5. Are you aware of any problems related to the sewage system? [_] Yes [_] No |
| 89 | | If yes, explain: |
| 90 | | |
| 91 | | 6. If the Property is serviced by public sewer, do you have supporting documentation? |
| | | |
| 92 | 6. | GOVERNMENTAL ISSUES/ZONING/USE/CODES |
| 93 | | (A) Do you know of any violations of federal, state or local laws or regulations relating to this Property? [] Yes [X] No |
| 94 | | (B) To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway, thor- |
| 95 | | oughfare, rail or utility construction, are development project, street widening or lighting, or other similar public projects? |
| 96 | | [] Yes [X] No |
| | | |
| 97 | | (C) The Property is currently zoned |
| 98 | | by the (municipality). (D) Do you know of any pending or proposed changes in zoning? [] Yes [_X] No |
| 99 | | (D) Do you know of any pending or proposed changes in zoning? |
| 100 | | (E) Current use is: [_] conforming [_] non-conforming [_] permitted by variance [_] permitted by special exception |
| 101 | | (F) To your knowledge, is the Property a designated historic or archeological site? [] Yes [x] No |
| 102 | | Explain any yes answers you gave in this section: |
| 103 | | |
| | | |
| 104 | 7. | LEGAL/TITLE ISSUES |
| 105 | | (A) Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, |
| 106 | | licenses, liens, charges, agreements, or other matters which affect the title of the Property? [] Yes [X] No |
| | | |
| | | |
| | | |
| | | |

107

| 108 109 110 | | (B) Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, I liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the records of the county recorder where the Property is located? [] Yes [X] No | |
|-------------------|-----|---|----------|
| 111 | | (C) Are you aware of any public improvement, condominium, or owner association assessments against the Property that | remain |
| 112 | | unpaid? [Yes [X] No (D) Are you given a few writing anthroptomed action suit on accomment proceeding relating to the Property? [IVes_[X]] No | |
| 113 114 | | (D) Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? [_] Yes [x] No (E) Are you aware of any reason, including a defect in title, that would prevent you from conveying free and clear title | to the |
| 115 116 | | Property? [_] Yes [X] No (F) Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the I | Property |
| 117 | | that cannot be satisfied by the proceeds of this sale? [] Yes [X] No | roperty |
| 118 | | (G) Are you aware of any insurance claims filed relating to the property? Yes X No | |
| 119 | | (H) Is the Property, or any part of it, leased to a third party? [] Yes [X] No | |
| 120 121 | | Explain any yes answers you gave in this section: | |
| 122 | 8. | OIL, GAS, AND MINERAL RIGHTS | |
| 123 124 | | (A) Are you aware of any oil, gas, and/or mineral rights that have been previously transferred by Seller or a previous owner Property? [_] Yes [x] No | r of the |
| 125 | | (B) Are you reserving any oil, gas, and/or mineral rights? [_] Yes [X] No | |
| 126 127 | | (C) Is the Property, or any part of it, leased for the purpose of oil, gas, and/or mineral excavation or exploration? [_] Yes [x] No If yes, is the Property pooled or unitized? [] Yes [x] No | |
| 128 | | (D) Does Seller receive any royalty payments due to any past or present oil, gas, and/or mineral excavation or exploration active | ities on |
| 129 | | the Property? [_] Yes [X] No | |
| 130 131 | | Explain any yes answers you give in this section, attaching copies of complete leases, where applicable: | |
| 132 | 9. | DOMESTIC SUPPORT LIEN LEGISLATION | |
| 133 | | (A) Has any Seller, at any time, on or since January 1, 1998, been obligated to pay support under an order that is on reco | ord in a |
| 134 135 | | domestic relations office in any Pennsylvania county? [_] Yes [X] No If yes, list name and social security numbers of Seller(s) obligated to pay, the county, and the Domestic Relations File or | r docket |
| 136 | | number: | GOCKE |
| 137 | | | |
| 138 139 | | (B) Is any Seller currently separated from or in the process of obtaining a divorce from a spouse? Yes No If yes, is there currently a separation or property settlement order in place? Yes No | |
| 140 | 10. | LAND USE RESTRICTIONS OTHER THAN ZONING | |
| 141 142 | | (A) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment P.S.§5490.1,etseq.)(Clean and Green Program)? [_] Yes [X] No | |
| 143 | | Note: An owner of property enrolled in the Clean and Green Program must submit notice of the sale and any proposed characteristics. | |
| 144 145 | | the use of the owner's remaining enrolled property to the County Assessor 30 days before the transfer of title to a buyer. It of property enrolled in the Clean and Green program may result in the loss of program enrollment and the loss of preference. | |
| 146 | | assessment for the property and/or the land of which it is a part and from which it is being separated. Removal from enroll | |
| 147 | | the Clean and Green Program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the | |
| 148 | | of taxes that would have been paid in the absence of Clean and Green enrollment. The roll-back taxes are charged for ea | ıch year |
| 149 | | that the property was enrolled in the program, limited to the past 7 years. | |
| 150 151 | | (B) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941, et s Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, fores | |
| 152 | | supply, or open space uses)? [] Yes [X] No | t, water |
| 153 | | Note: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or ope | en space |
| 154 | | land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant l | |
| 155 | | the owner and the county is binding upon any buyer of the property during the period of time that the covenant is in effe | |
| 156 157 | | 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures lowed. When a breach of covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back tax is | |
| 158 | | ference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The roll-back tax | |
| 159 | | charged for each year that the property was subject to the covenant, limited to the past 5 years. | |
| 160 | | (C) Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & | |
| 161 | | and Open Space, that contains any covenants, subdivision restrictions or other restrictions affecting the Property? [] Yes [] | No |
| 162 | | Explain any yes answers you gave in this section: | |
| 163 | | | |
| | | | |

| 165 166 167 | | RVICE PROVIDER/CONTRACTOR INFORMATION Provide the names, addresses and phone numbers of the service providers for any Maintenance Co | |
|-------------------|----------|---|-------------------------------|
| 168 | | groundskeeping, pest control). Attach additional sheet if necessary: | |
| 169 | | | |
| 170 | | | |
| 170 | | | |
| | | | |
| 172 173 | | | |
| | (D) | Durvide the newest addresses and nhane numbers of the semiles may ideas for any utilities on the | Duamanty (a.a. vyatan vyatan |
| 174 175 | (B) | Provide the names, addresses and phone numbers of the service providers for any utilities on the | |
| 175 | | softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necess | ary: |
| 176 | | | |
| 177 | | | |
| | | | |
| 179 180 | | | |
| | | | |
| 181 | | | |
| | | | |
| 182 | The unc | dersigned Seller represents that the information set forth in this document is accurate and com | nlate to the best of Seller's |
| 183 | | dge. Seller permits Broker to share information contained in this document with prospective bu | |
| 184 | | icensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION | |
| 185 | | MENT. Seller will notify Broker in writing of any information supplied on this form which is | |
| 186 | | in the condition of the Property following completion of this form. | rendered maceurate by a |
| 100 | change i | in the condition of the Froperty following completion of this form. | |
| 187 | SELLEI | Signed by: | DATE 9/19/2025 |
| 107 | SELLEI | Pararive Mondings, Lgo India Mara Histor Fisher | BATE |
| 188 | SELLEI | | DATE |
| 100 | SELLEI | Λ | DATE |
| 189 | SELLEI | R | DATE |
| | | = | |

70.25 10800.00 Hall & Lindsay Pc



R 02322-0396 Aug 29, 2024

PAR FIVE HOLDINGS LLC

08-29-2024 12:29:03

DEED 5 DOS RECORDER OF DEEDS

DEED

THIS DEED, made the day of August in the year two thousand twenty-four (2024).

BETWEEN:

BCM HOLDINGS, LLC, a Pennsylvania limited liability company with offices located in Centre Hall, Centre County, Pennsylvania, party of the first part, GRANTOR,

- AND-

PAR FIVE HOLDINGS LLC, a Pennsylvania limited liability company with offices located in Mill Hall, Centre County, Pennsylvania, party of the second part, GRANTEE.

ALL that certain messuage, tenement, and tract, situate, lying, and being in the Township of Liberty, County of Centre, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone, corner of timberland of William H. Bechdel's heirs; thence by said timberland North 40 ¼ degrees West 37 perches to a post; thence by same North 27 degrees West 27 perches to a post; thence by same North 38 degrees West 19.5 perches to a post; thence by same North 33 ¾ degrees West 51.8 perches to stones on line of David Robb; thence by lands of David Robb and Frederick Robb North 54 degrees East 64 perches to stones; thence by lands of Frederick Robb, South 66 degrees East 40 perches to stones; thence by same North 71 degrees East 18 perches to stones; thence by same North 36 degrees East 60 perches to stones; thence by same North 71 degrees East 85 perches to stones on line of Jacob Walker; thence by lands of said Jacob Walker South 33 degrees East 122 perches to stones on line of land of John Bechdel; thence by lands of said John Bechdel South 67 ½ degrees West 234 perches to stones; thence by same South 67 ½ degrees East 23.5 perches to pine stump; thence by same South 67 ½ degrees West 2 perches to stones, the place of BEGINNING.

CONTAINING 175 acres and 112 perches net measure.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number 4-3/5.

BEING the same premises that Stevenson Lee Barnyak, Kathleen G. Barnyak as Administratrix c.t.a. of the Joseph H. Barnyak, Jr. Estate, and Kathleen G. Barnyak, by deed dated October 14, 2020, and recorded in Centre County Recorder of Deeds Record Book 2259, Page 285, granted and conveyed unto BCM Holdings, LLC, the Grantor herein.

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

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions and remainders, rents, issues, and profits thereof and all the estate, right, title, interest, property, claim, and demand whatsoever of the Grantor, in law, equity, or otherwise, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the above-described premises with the appurtenances unto the Grantee, its successors and assigns, forever.

Grantor certifies that no hazardous waste, within the meaning of the Solid Waste Management Act of 1980, is presently being disposed of or has ever been disposed of by the Grantor or to the Grantor's actual knowledge in or upon the above-described premises.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO

C.C.B.O.A. Registry 08-20-24 MAP

4-3/5

Uniform Parcel Identifier

Page 2 of 4

THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT.

PAR FIVE HOLDINGS LLC

By:

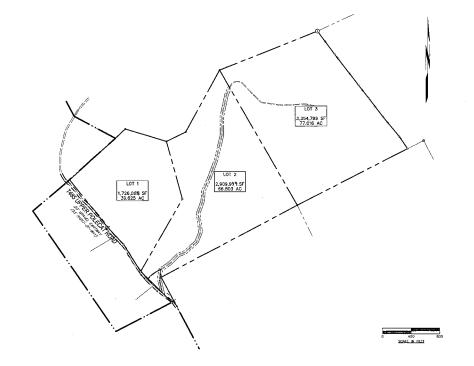
Ephraim Miller, Member

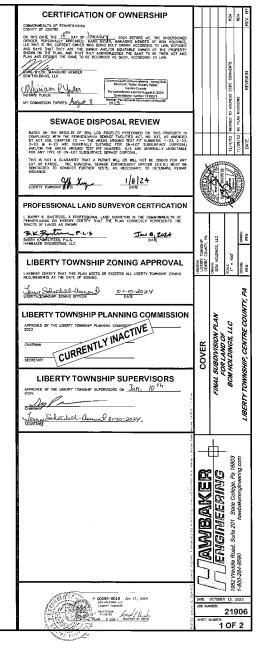
AND the said Grantor will WARRANT SPECIALLY the property hereby conveyed.



FINAL SUBDIVISION PLAN OF LAND OF BCM HOLDINGS, LLC

LIBERTY TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA





PROJECT NOTES: OWNER: E

OWNER: BCM HOLDINGS, LLC ADDRESS: PO BOX 527 CENTRE HALL, PA 16828

TAX PARCEL NO.: 04-003-005 SQURCE OF TITLE: R.B. 2259, PG. 285

ZONING: R-1 RESIDENTIAL - RURAL DENSITY

MINIMUM SETBACK REQUIREMENTS: FRONT - 35 FT.

FRONT - 35 FT. SIDE - 15 FT. REAR - 35 FT. (PRINCIPAL) 12' (ACCESSORY)

MINIMUM LOT SIZE: 20,000 SQ. FT.
SEWAGE DISPOSAL: PROPOSED ON-LOT
WATER: PROPOSED ON-LOT WELL

NOTES:

- BOUNDARY INFORMATION IS BASED ON A SURVEY PERFORMED BY HAWBAKER ENGINEERIN LLC IN 2021 & 2023.
- TOPOGRAPHIC INFORMATION IS BASED OFF UDAR 1' CONTOUR DATA OBTAINED FROM THE PENNSYLVANIA SPATIAL DATA ACCESS (PASDA) WEBSITE.
- BASED ON THE U.S. FISH AND WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY CNUI MAPPING, THERE ARE NO MAPPED WETLANDS LOCATED ON THIS PARCEL OTHER THAN TI ETDEAU, CHANNEY
- 4. BASED ON FEDERAL EMERGENCY MANAGEMENT ACENCYS (FEMA) FLOOD INSTRANCE RAT MAP FOR CENTRE CONTY, PENSEYLVANE, PARLE, 185 OF 855. MAP HUMBER 40207518 WITH AN EFFECTIVE DATE OF MAY 4, 2005 THERE ARE NO MAPPED FLOODWAY OF FLOODPUAN AREAS EXISTING WITHIN THE PARCEL BOUNDAMES.
- 5. APPROBNATE LOCATIONS OF UNDERGROUND UTLITES ARE BASED ON MOBILE ABOVE RICHING APPRITMANCES AND AVAILABLE MAPPING PROVIDED TO THIS OPPING CONTRACTOR SHALL HOTEY THE PA ONE CALL SYSTEM (1-800-242-175) NOT LESS TRANS THREE (3) DAYS PROR TO CONSTRUCTION. THE CALC CALL SYSTEM MILL NOTEY THE PRIECCULUMICS IN THE APEA. PUBLIC UTLITES MILL THAN COORDINATE ERRECTLY WITH PRIECCULUMICS.
- 6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO THOROUGHLY REVIEW THE PLA DRAWNOS AND NOTIFY HAWBACER ENGINEERING, LLC OF ANY ERRORS, OMISSIONS AND/O DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.
- 7. A BUILDING PERMIT IS REQUIRED FROM LIBERTY TOWNSHIP PRIOR TO ANY BUILDING
- 8. NO PRIVATE WATER SUPPLY WELLS WERE IDENTIFIED WITHIN 100' OF ANY AREA TESTED FO ON-LOT SEWAGE DISPOSAL AT THE TIME OF TESTING AND SURVEYING.
- 9. THE REATS LOCATED AROUND TEST FITS 78-23, 3-23 AND 4-25 ARE THE PROMOTED ABSORPTION AREA FOR PREPOSED IN 1618 IN THE SUBPOSED. THIS AREA FOR PREPOSED IN 1618 IN THE SUBPOSED. THIS AREA FOR PREPOSED IN 1618 IN THE SUBPOSED THE PROMOTE PROFILE THE PROMOTE PROFILE THE PROMOTE PROFILE THE PROMOTED THE PROFILE THE P
- HIGHWAY OCCUPANCY PERMIT #92523 WAS OBTAINED FROM LIBERTY TOWNSHIP FOR THE PRIVATE DRIVEWAY SERVING LOT 1 OF THIS THIS PROPOSAL ON SEPTEMBER 25, 2023.
- 11. NOHWAY OCCUPANCY PERINT # 1-014 WAS OBTAINED FROM LIBERTY TOWNSHIP FOR THI SHARED ACCESS DRIVEWAY SERWING LOTS 2 & J OF THIS PROPOSAL ON JAMIARY 10. 2024.

3-2 5f.75 Hawbaker Engineering

DECLARATION OF PRIVATE ACCESS EASEMENT

THIS DECLARATION OF EASEMENT is made this <u>the</u> day of January, 2024, by BCM HOLDINGS, LLC, a Pennsylvania limited liability company located in Centre Hall, Centre County, Pennsylvania ("BCM").

RECITALS

- A. BCM is the owner of approximately 183.444 acres of unimproved land in Liberty Township, Centre County, PA, currently designated as Centre County Tax Parcel 04-003-,005-,0000-, which is more thoroughly described in Centre County Record Book 2259, Page 285.
- B. BCM is in the process of subdividing the said premises into three tracts, designated as Lot 1, Lot 2, and Lot 3, as more fully shown on a plan entitled "Final Subdivision Plan for Land of BCM Holdings, LLC" dated October 13, 2023, by Hawbaker Engineering, State College, Pennsylvania, and intended to be recorded.
- C. BCM intends hereby to create a permanent easement across Lot 2 (the "Servient Estate") for access to Lot 3 (the "Dominant Estate") on the terms and conditions contained herein.

NOW, THEREFORE, intending to be legally bound hereby, BCM declares as follows:

- 1. The above-stated recitals are hereby incorporated by reference herein.
- 2. BCM does hereby declare, grant, assign, and convey to the owner(s) of the Dominant Estate a private easement and right-of-way across the Servient Estate of variable width as depicted on the aforesaid plan, and more thoroughly described as follows:

Beginning at a point, lying in a northerly R/W line of Upper Polecat Road (T-485, 33' R/W) and in a southerly line of Lot 2; thence along the same, N52°21'29"W, 13.68 feet to a point; thence traversing through Lot 2, the following bearings and distances: N50°20'32"W, 68.90 feet to a point; thence N13°24'23"W, 140.77 feet to a point; thence N03°43'56"W, 58.20 feet to a point; thence N09°43'10"E, 125.68 feet to a point; thence N61°47'51"E, 60.26 feet to a point; thence N54°57'22"E, 101.24 feet to a point; thence N44°23'28"E, 165.99 feet to a point; thence N68°52'11"E, 106.73 feet to a point; thence N47°50'52"E, 206.09 feet to a point; thence N21°47'30"E, 140.30 feet to a point; thence N07°43'29"W, 257.39 feet to a point; thence N20°05'43"E, 186.89 feet to a point; thence N04°57'26"E, 148.96 feet to a point; thence N25°20'19"E, 190.72 feet to a point; thence N20°19'53"E, 284.69 feet to a point; thence N13°13'12"E, 344.21 feet to a point; thence N00°02'41"E, 261.83 feet to a point; thence N12°10'28"E, 311.91 feet to a point; thence N24°32'37"E, 128.92 feet to a point, lying in a northerly line of said lot and in a westerly line of Lot 3; thence along both said lots, S29°51'47"E, 61.49 feet to a point, lying along the same of both said Lots; thence

traversing through said Lot 2, the following bearings and distances: \$24°32'37"W, 87.71 feet to a point; thence \$12°10'28"W, 301.18 feet to a point; thence \$00°02'41"W, 262.29 feet to a point; thence \$13°13'12"W, 353.09 feet to a point; thence \$20°19'53"W, 289.98 feet to a point; thence \$25°20'19"W, 183.92 feet to a point; thence \$04°57'26"W, 146.62 feet to a point; thence \$20°05'43"W, 181.15 feet to a point; thence \$07°43'29"E, 258.18 feet to a point; \$21°47'30"W, 165.04 feet to a point; thence \$47°50'52"W, 226.93 feet to a point; thence \$68°52'11"W, 105.16 feet to a point; thence \$44°23'28"W, 159.77 feet to a point; thence \$54°57'52"W, 108.85 feet to a point; thence \$61°47'51"W, 38.82 feet to a point; thence \$09°43'10"W, 95.36 feet to a point; thence \$61°47'51"W, 58.82 feet to a point; thence \$13°24'23"E, 202.25 feet to a point, being the place of beginning, containing 3.694 acres.

- 3. The easement declared hereby shall be for purposes of ingress, egress, and regress to and from the Dominant Estate, by pedestrians, vehicles, and heavy machinery.
- 4. The easement granted hereby may also be used for the installation, maintenance, and repair of utilities, overhead and underground, where appropriate, provided said utilities do not interfere with the use of the easement for ingress, egress, and regress.
- 5. The owner(s) of the Dominant Estate shall have the right to construct, maintain, and repair, at their sole expense, a suitable roadway, with any appurtenant drainage structures, over the aforesaid easement.
- 6. The owner(s) of the Servient Estate shall have no obligation to pay any costs associated with the construction, maintenance, and/or repair of any roadway that is constructed over the aforesaid easement except in the event that the said owner(s) of the Servient Estate damage the said roadway; in such an event, the said owner(s) of the Servient Estate shall have the obligation to restore the roadway to the condition that it existed immediately prior to said damage.
- 7. The owner(s) of the Servient Estate shall have the right to concurrent use of the land subject to the aforesaid easement, limited on by the rights of the owner(s) of the Dominant described herein.
- 8. The easement declared hereby, and the rights and obligations of the parties detailed herein, shall continue until expressly terminated by written agreement between the owner(s) of the Dominant Estate and the owner(s) of the Servient Estate.
- 9. The easement granted hereby, and all of the terms and conditions contained within this Agreement, are covenants that run with the land, and shall be binding on the parties hereby and their respective heirs, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and with the intent to be legally bound hereby, the declarant

REAL ESTATE SALES AGREEMENT

| THIS AGREEMENT is made this | day of | , 2025, |
|---|--|------------------------------------|
| In consideration of the mutual covenants con | ntained herein, and with the intent to | o be legally bound, the parties |
| agree as follows: | | |
| 1. Seller, Par Five Holdings LLC, agrees to s | sell to | Buyer(s), the |
| premises located at (street address, city, state, zip coo | de, county, parcel number): | |
| | | |
| | | And the second |
| | | for the sale price of |
| \$, free a | and clear of all encumbrances, exce | epting restrictions and easements, |
| if any. The sale price of \$ | is to be paid as f | follows: |
| \$40,000.00 at the time of execution of this Agreemen | nt and the balance of \$ | at the time of |
| settlement, which settlement shall take place on or be | efore the 16th day of December, 20. | 25. |

Buyer(s) are purchasing the property as-is with no warranties expressed or implied. All transfer taxes shall be paid by Buyer(s) at the time of settlement. Buyer(s) represent that they did not become aware of, or see, the property through any real estate broker. This covenant will survive closing. Real estate taxes, utilities and rent (if applicable) shall be prorated by Buyer(s) and Seller at the time of settlement. Seller shall give Buyer(s) exclusive possession of the property on the date of settlement. Title is to be good and marketable, free of all liens and encumbrances or such as would be insurable at regular rates by a title insurance company doing business in Pennsylvania, otherwise Buyer(s) shall be repaid Buyer(s)' deposit monies. This Agreement shall not be recorded. This Agreement shall be binding on their respective heirs, successors, personal representatives and assigns of the parties hereto.

The property is currently enrolled in Clean and Green. Buyer(s) have been advised of the need to determine the implications that may result in the future as a result of any change in use or any future subdivision of the land.

Should Buyer(s) fail to make settlement as herein provided, the payment made at the time of execution of this Agreement shall be retained by the Seller and the Auctioneer, either on account of the purchase price, or as compensation for damages and expenses (Auctioneer's commission) as the Seller shall elect, and in the latter case this Agreement shall become null and void and all copies to be returned to the Seller for cancellation. In the event Seller and Auctioneer elect to retain the sum paid on account as compensation for damages and expenses, the Auctioneer will receive his/her commission and the balance shall be paid to the Seller.

There is no currently existing community sewage or water system available for the subject property.

It is understood that the Auctioneer is acting as Agent only and will in no case whatsoever be held liable to either party for the performance of any term or covenant of this Agreement, or for damages for non-performance thereof.

| WITNESS: | Seller: |
|----------|----------------------------------|
| | PAR FIVE HOLDINGS LLC |
| | BY: Leon Kanagy, Managing Member |
| | BUYER(S): |
| | BY:(Print Name) |
| | Address |
| | Phone |
| | BY:(Print Name) |
| | Address |
| | Phone |



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