

AGREEMENT OF SALE

MADE this _____ day of _____, in the year two thousand and twenty-three (2023), BY and BETWEEN

JAMES S. DOMBACH and DONNA M. DOMBACH, parties of the first part, hereinafter “SELLERS”,

AND

_____,
party of the second part, hereinafter “BUYER(S)”

WITNESSETH, that SELLER, in consideration of the covenants and agreements hereinafter contained, on the part of the BUYER(S) to be kept and performed, have agreed and do hereby agree to sell and convey unto BUYER(S), who agrees to purchase, all the land and premises hereinafter mentioned and fully described, for the sum \$_____, to be paid as follows: Twenty Five Thousand Dollars (\$25,000.00) down upon execution and the balance at settlement which shall be no later than forty-five (45) days from the date of execution of this Agreement.

IT IS FURTHER AGREED AS FOLLOWS:

1. Settlement shall be held on or before (45) days from the date of Execution of this Agreement.
2. The “date of Execution” or “execution date” of this Agreement shall be defined as the date the last person/party, above-named, signs this Agreement.
3. At settlement, upon the payment of the aforesaid sum, SELLERS, will at SELLERS’ expense make, execute and deliver to BUYER(S), a signed and acknowledged deed of special warranty for property (described further hereinafter) and to the premises conveying and assuring of the said premise in fee simple, free from all encumbrances/liens, dower, or right of dower, such conveyance to contain the usual covenants of Special Warranty.
4. The applicable state and local realty transfer taxes (2% of the aforesaid purchase price) shall be paid in its entirety by BUYER(S).
5. Payment of current year annual real estate taxes shall be the sole liability of SELLERS and shall not be subject to pro-ratio as to the date of settlement or demand for reimbursement from BUYER(S) by SELLERS for the prior payment of the same by SELLERS.
6. Title to said premises must be good and marketable and such as will be Certified by any Attorney, chosen by the BUYER(S), licensed to practice in the Commonwealth of Pennsylvania.
7. In the event of default by BUYER(S) of any of the terms of this Agreement, and provided SELLERS is not in default of any of the terms of this Agreement, BUYER(S) shall forfeit the down payment money to SELLERS. SELLERS shall also have any other remedies against BUYER(S) as provided by law.
8. If SELLERS shall be in default of any of the terms and conditions of this Agreement, then BUYER(S) may, at BUYER(S) option, immediately terminate this Agreement, whereupon SELLERS shall refund to BUYER(S) any down payment money.
9. This Agreement shall extend to and be binding upon the heirs, executors and administrators of the parties hereto.
10. This Agreement shall not be filed of record.
11. The said time of the settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement.
12. This is vacant land being purchased. It has not been approved for septic or any assertion made by seller as to the availability or quality of water. There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system, is to be installed without first obtaining a permit. Buyer is advised by this Notice that before signing this Agreement of Sale, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for installing, repairing, etc. an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

EXHIBIT A

All that certain parcel of land, situate in Turbett Township, Juniata County, Pennsylvania, bounded and described as follows to wit:

Beginning at found stones at the Northwest corner of this described Lot 1, thence, along lands now or formerly of the Allen Family Irrevocable Trust, North fifty four degrees twenty five minutes fifty two seconds East (N 54°25'52" E) a distance of two hundred thirty and twenty eight hundredths feet (230.28') to a found stone, being a common corner of the lands now or formerly with Carla K. Zimmerman, Paradise Timbers, and Lot 1;

Thence, along lands now or formerly of Paradise Timbers, North sixty five degrees eleven minutes seven seconds East (N 65°11'07" E) a distance of two hundred eighteen and thirty eight hundredths feet (218.38') to a set rebar;

Thence, along lands now or formerly of James S. and Donna M. Dombach, South thirty degrees twenty four minutes fourteen seconds East (S 30°24'14" E) two thousand two hundred twenty two and eighty five hundredths feet (2,222.85') to a set rebar;

Thence, along other lands now or formerly of James S. and Donna M. Dombach, South sixty two degrees fifty five minutes fifty two seconds West (S 62°55'52" W) three hundred forty five and eighty six hundredths feet (345.86') to a found stone;

Thence, along lands now or formerly of the Commonwealth of Pennsylvania the following 2 courses:

(1) North nineteen degrees forty one minutes fifty nine seconds West (N 19°41'59" W) six hundred forty six and seventy seven hundredths feet (646.77') to a found stone;

(2) South fifty seven degrees zero minutes seven seconds West (S 57°00'07" W) one hundred ninety eight and fourteen hundredths feet (198.14') to a found rebar;

Thence, along lands now or formerly of the Allen Family Irrevocable Trust, North thirty one degrees fifteen minutes forty two seconds West (N 31°15'42" W) a distance of one thousand five hundred seventy six and nine tenths feet (1,576.90') to found stones, the point and place of beginning.

Containing twenty and two hundredths acres (20.02 Acres), and shown as Lot 1 on the Final Subdivision Plan for James S. and Donna M. Dombach, prepared by Axis Professional Surveying, LLC, and recorded March 15, 2023, Instrument No. 202300962.

AND Together with that right to use that certain fifty (50) foot right-of-way, known as *Paradise Timbers Lane*, for ingress, egress and regress to and from SR 333 to the lands of Grantors and the right to use that certain thirty (30) foot right-of-way for ingress, egress and regress to and from the lands of Grantors identified as "30' Proposed Private Right-of-Way" for a total distance of one thousand seven hundred fourteen and five hundredths feet and as more particularly described on the aforesaid Final Subdivision Plan for James S. and Donna M. Dombach.