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. "SELLERS",	DOMBACH, parties of the first part, hereinafter
	AND
party of the second part, hereinafter "BUY	'ER(S)"
WITNESSETH, that SELLER, in	consideration of the covenants and agreements
hereinafter contained, on the part of the B	UYER(S) to be kept and performed, have agreed and do
hereby agree to sell and convey unto BUY	TER(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 (\$25,000.0	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-ration 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.

- 13. As vacant undeveloped land there is no Seller's Property Disclosure Statement.
- 14. The terms and conditions of this Agreement shall survive settlement.
- 15. This sale is **not** conditional upon BUYER(S) obtaining any mortgage or type of mortgage commitment at any rate or amount.
- 16. No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by all of the parties hereto and no waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.
- 17. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
- 18. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior agreements and negotiations between them. There are no warranties, except those expressly set forth herein.

AND IT IS FURTHER AGREED, by and between the said parties, that possession of said premises shall be delivered to the parties of the second part, their heirs and assigns no later than the date of settlement.

The said premises are described as follows:

ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Turbett, County of Juniata, State of Pennsylvania, containing 20.02 acres and more fully described in Exhibit "A" annexed hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said parties to this Agreement acknowledge they have read this Agreement, in its entirety, consisting of this and one (1) other page and have had the opportunity to have the same reviewed by the attorney of their choosing, and intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVER in the presence of:

WITNESS	James S. Dombach	- SELLER
WITNESS	Donna M. Dombach	- SELLER
WITNESS		- BUYER
WITNESS		- BUYER

Prepared by: Johnston & Zagurskie, PC (717) 436-8044

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°0007" 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.