

AGREEMENT OF SALE
FOR REAL ESTATE

ANNA R. SOLOMON, widow, through and by her Attorneys-in-Fact, DENISE L. BOSCH and WILLIAM J. BOSCH, of 1109 Youngs Road, Linden, Pennsylvania, pursuant to a General Durable Power of Attorney and a Delegation of Power of Attorney recorded in Lycoming County Record Book 9288 at page 2913; PAUL C. SOLOMON 426 Moores Drive, Atglen, Pennsylvania, and KEITH A. SOLOMON of 515 Franklin Church Road, Dillsburg, Pennsylvania, and DENISE L. BOSCH, individually of 1109 Youngs Road, Linden, Pennsylvania, hereinafter called "SELLERS", agrees to sell to _____, of _____, _____ County, Pennsylvania, hereinafter called "BUYER(S)", and the BUYER(S) agree to purchase from SELLER, the real property herein called "said property" situate at 469 Burns Road, Muncy, Mill Creek Township, Lycoming County, Pennsylvania, known as Lycoming County Tax Parcel Number 32-293-132, as specifically described in Lycoming County Record Book 8562, page 13, as Instrument #20150000281, consisting of 110.16 acres, together with the buildings thereon, on the following terms and conditions:

ARTICLE 1
PURCHASE PRICE

The purchase price shall be _____ (\$ _____) DOLLARS, payable by BUYER(S) to SELLERS as follows:

A. Down Payment: The sum of THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS, in down payment on execution of this Agreement, receipt of which is hereby acknowledged by SELLERS. Said down payment shall be held in escrow by Beiler-Campbell Auction Services, to be retained until consummation of this Agreement. Upon consummation of this Agreement said sum shall be applied to the purchase price.

B. Balance: The further sum of _____
_____ (\$ _____) DOLLARS shall be paid at
final settlement as herein provided.

ARTICLE 2 **SETTLEMENT**

A. Date of Settlement: A final settlement and closing shall be held pursuant to this Agreement on _____ within sixty (60) days of the date hereof, or upon an earlier date if the parties mutually agree, such time being agreed to be of the essence.

B. The Termination of such settlement and the BUYER(S) obligation to purchase said property pursuant to this Agreement are conditioned on:

1. Good Title: The conveyance to BUYER(S) of good and marketable title to said property, as evidenced by a title insurance policy issued at regular rates by a title insurance company authorized to do business in the Commonwealth of Pennsylvania, subject only to such liens, encumbrances, clouds, or conditions as may be approved in writing by BUYER(S).

2. Gas, Oil and Mineral Rights: The receipt by BUYERS of all gas, oil and mineral rights to the subject premises free and clear of any leases or reservations.

3. Delivery of Possession: Delivery of possession to BUYER(S), immediately on settlement, free and clear of all uses and occupancies except as BUYER(S) may waive in writing.

4. Failure of Conditions: Should any of the conditions specified in this Article of this Agreement fail to be met, BUYER(S) shall have the power, exercisable by the giving by them of written notice to the escrow holder and to SELLERS, to cancel such settlement, terminate this Agreement, and recover any amounts paid by her/him/them to SELLERS or to the escrow holder on account of the purchase price of said property.

C. Real Estate Tax Pro-ration: Real property taxes levied or assessed against said property as shown on the latest available tax bills shall be pro-rated between SELLERS and BUYER(S) on the basis of thirty (30) day months.

D. Expense of Settlement: The expenses of the settlement described in this Article shall be paid in the following manner:

- (a) The full cost of securing the title insurance policy or attorney's title certification shall be paid by BUYER(S).
- (b) The cost of preparing, executing and acknowledging any deeds or other instruments required to convey title to BUYER(S) or their nominees in the manner described in this Agreement shall be paid by SELLERS.
- (c) The BUYER(S) shall pay the costs of their mortgage financing, if any, including application, origination, processing fees, appraisal costs and credit investigation, and for any inspections required by the financing institution.
- (d) Any costs of recordation shall be paid by BUYER(S).
- (e) The real estate transfer taxes shall be paid by BUYER(S); one (1%) local tax and one (1%) percent state tax, a total of two (2%) percent of the purchase price.
- (f) The SELLERS shall be responsible for the sales commission of Beiler-Campbell Auction Services.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

SELLERS hereby represent and warrant to BUYER(S) as follows, which representations and warranties shall be deemed made by SELLERS to BUYER(S) also as of settlement.

A. There is no pending or threatened condemnation or similar proceeding or assessment affecting said property, or any part thereof, nor to the best knowledge and belief of SELLERS is any such proceeding or assessment contemplated by any governmental authority.

B. SELLERS have complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to said property, or any part thereof.

C. Said property has full and free access to and from public highways, streets or roads and, to the best knowledge and belief of SELLERS, there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

D. It is understood and agreed that the property has been inspected by the BUYER(S), that the same has been purchased as a result of such inspection and in the

premises present condition and not in reliance upon any representation or warranty made by the SELLERS or agent of the SELLERS. BUYER(S) shall have the right to inspect the premises within 24 hours preceding the closing. The property is being sold "AS IS".

ARTICLE 4
CONTROL OF PROPERTY DURING
SETTLEMENT

Should any of the major improvements of said property be destroyed or substantially damaged prior to settlement as herein provided, BUYER(S) shall have the power, exercisable by the giving of written notice by him/her/them to SELLERS, to cancel such settlement, terminate this Agreement, and recover any and all amounts paid to SELLERS or to the escrow holder on account of the purchase price of said property. Any such improvement on said property shall be deemed substantially damaged for the purchase of this section if the cost of restoring such improvement to the condition it is in at the date of this Agreement exceeds twenty (20%) percent of the purchase price of said property as provided in this Agreement.

ARTICLE 5
SELLER'S PROPERTY DISCLOSURE STATEMENT

The SELLERS have completed the statutorily required Seller's Property Disclosure Statement. The same is attached hereto as Exhibit "A" and made a part hereof. The BUYER(S) acknowledge receipt of a copy of the Seller's Property Disclosure Statement.

ARTICLE 6
LEAD PAINT DISCLOSURE

To the best knowledge of the SELLERS no lead-based paint has been used in the house. BUYER(S) acknowledge receipt of notification and disclosure concerning lead-based paint as required by law. Said disclosure is attached hereto as Exhibit "B".

ARTICLE 7
ITEMS INCLUDED IN SALE

The following items are included in the sale at no additional consideration: range/oven, refrigerator and whole house generator with propane tank. In addition

any items of tangible personal property that have not been removed from the premises as of the date of this agreement (the auction sale) will be transferred to BUYER(S). BUYER(S) agree to accept said items.

ARTICLE 8
SPECIAL CLAUSES

A. Clean and Green: The property is presently enrolled in the Clean and Green program. BUYER(S) assume the responsibility to file an amendment to that program keeping the land enrolled in Clean and Green. If the BUYER(S) subdivide the property subsequent to closing, BUYER(S) shall have the obligation to pay all roll back taxes or comply with all Clean and Green restrictions.

B. Oil and Gas Rights: The property is not presently subject to any oil, gas or mineral leases. The property is being sold with fee simple title with all gas, oil and mineral rights. The life interest of Anna R. Solomon in oil, gas and mineral rights for the term of her life will be terminated. BUYERS shall receive all oil, gas and mineral rights.

C. FARM LEASE: A tenant currently has the right to remove hay from the subject property. Said right will terminate at the end of August 2022.

ARTICLE 9
BREACH

A. By SELLERS: Should SELLERS default on the full and timely performance of any of his obligations under the terms of this Agreement for any reason other than BUYER(S)' default, BUYER(S) may:

- (1) Enforce specific performance of this Agreement; or
- (2) Request that the down payment shall be forthwith returned to BUYER(S).

B. By BUYER(S): Should BUYER(S) fail to consummate the purchase of said property, the conditions to BUYER(S) obligations set forth in this Agreement having been satisfied and BUYER(S) being in default, and SELLERS not being in default hereunder, SELLERS may:

- (1) Bring suit for damages against BUYER(S); or

(2) Receive the down payment from the escrow holder, such sum being agreed on as liquidated damages for the failure of BUYER(S) to perform the duties, liabilities, and obligations imposed on it by the terms and provisions of this Agreement. SELLERS agree to accept and take said cash payment as their total damages and relief and as SELLERS sole remedy hereunder in such event.

ARTICLE 10
MISCELLANEOUS

A. Assignment of Agreement: This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided BUYER(S) shall not transfer or assign this Agreement without first having obtained the express written consent of SELLERS.

B. Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the settlement of the transactions contemplated hereby shall survive the settlement and shall not be merged therein.

C. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLERS or BUYER(S), as the case may be, at the addresses set forth above.

D. Pennsylvania Law to Apply: This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created hereunder are performable in Lycoming County, Pennsylvania.

E. Recording: This Agreement shall be not recorded in the Office of the Recorder of Deeds, or in any other office or place of public record and if BUYER(S) shall record this Agreement or cause or permit the same to be recorded, SELLERS may, at their option, elect to treat such act as a breach of this Agreement.

F. Legal Construction: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable it shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

G. Time of Essence: Time is of the essence of this Agreement.

H. Gender: Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

I. Descriptive Headings: The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands and seals this ____ day of September, 2022.

SELLERS:

For: Anna R. Solomon

By her Attorneys-in-Fact:

Denise L. Bosch, Attorney-in-Fact

William J. Bosch, Attorney-in-Fact

Paul C. Solomon

Keith A. Solomon

Denise L. Bosch

BUYER(S):

