

Introduction.

Selling 98.447 acres, more or less.

1. 15,000.00 down today, balance at settlement to be held by February 28, 2023.
2. Real Estate taxes will be pro-rated as of the date of settlement.
3. The Realty Transfer tax on the sale price shall be paid by the Buyer.
4. The Seller reserves the right to reject any bid.
5. The property is being sold "AS IS".
6. Title shall be marketable—that is acceptable to a reasonable purchaser and free from defects or encumbrances. Seller will provide a Special Warranty Deed at settlement.
7. Buyer accepts property enrolled in the Clean and Green Program.
8. The successful bidder(s) will be required to sign a written Agreement of Sale today.
9. Buyer default – Downpayment will be retained as liquidated damages
10. Any survey requested/required shall be paid for by Buyer.

Have available at sale:

1. Insurance policy—insured currently _____.
2. Tax information—approximately _____ per year.

Article of Agreement,

MADE THE 29th day of December in the year two thousand twenty-two (2022)

BETWEEN LKF REAL ESTATE INVESTMENTS, LLC, of Perry County, Pennsylvania, Seller

and

Buyer

WITNESSETH, that the said Seller, in consideration of the covenants and agreements hereinafter contained, on the part of the said Buyer to be kept and performed has agreed and does hereby agree to sell and convey unto the said Buyer, their heirs and assigns, all the land and premises hereinafter mentioned and fully described, for the sum of

(\$ _____) DOLLARS

- \$15,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance to be paid at settlement to be held on or before February 28, 2023.
- The property that is subject to this Agreement is described as follows:
All that certain tract of land situate in Shade Gap, Huntington County, Pennsylvania, containing 98.447 acres, more or less, with private right-of-way. Tax Parcel Id # 47-12-01.1. Being more particularly described in deed recorded in Huntington Deed Book 2021-001400 (see attached).
- Realty Transfer Taxes shall be paid by the Buyer.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Time is of the Essence in this Agreement.
- It is agreed, by and between the said parties, that possession of said premises shall be delivered to the Buyer, their heirs, or assigns, on the day of settlement until which time the Seller shall be entitled to have and receive the rents, issues and profits thereof.
- In the event of default in the terms of this Agreement by Buyer, all monies paid shall be considered as liquidated damages.
- Pursuant to the Pennsylvania Sewage Facilities Act, Buyer understands that there is no existing community sewage system available to said property.
- Upon the payment of the said sum, the said Sellers will, at settlement when all monies are paid make, execute and deliver to the Buyer, a good and sufficient Deed for the proper conveying and assuring of the said premises in fee simple, free from all encumbrance and

dower, or right of dower, such conveyance to contain the usual covenants of special warranty. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates and in the full amount of the purchase price.

- Buyer accepts the property enrolled in the Clean and Green Program.
- Risk of loss from fire or other casualty shall remain in the Seller until final settlement. In case of fire or other casualty prior to settlement, the Buyer shall have the option of rescinding the agreement or of settling and obtaining an assignment of the insurance proceeds.
- This document contains the entire agreement between the parties; there are no representations, warranties, covenants, terms or conditions, except as specifically set forth herein.
- The Buyer represents that he has inspected the premises subject to this Agreement and is satisfied with the condition, quality and quantity thereof and further agree to accept the premises "as is."
- This Agreement shall be binding on the parties, their heirs, successors and assigns.

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

Signed, Sealed and Delivered in the Presence of

_____	_____
_____	_____
_____	_____
_____	_____

Schedule C Description and Recital

ALL THAT CERTAIN lot or piece of ground situate in Township of Tell, County of Huntingdon and Commonwealth of Pennsylvania, being designated as 98.447 Acres Ed & Karen McMath Living Trust, in the Draft of Survey for Ed & Karen McMath Living Trust, recorded October 8, 2020 in the Recorders Office of Huntingdon County, Pennsylvania at Instrument No. 2020-004662 as follows to wit:

BEGINNING at a rebar at the corner of lands now or formerly of Jason V. Wilson and Michael D. Berrier; thence along the lands now or formerly of Michael D. Berrier North 52° 19' 39" West a distance of 618.12 feet to a rebar; thence following the top of Shade Mountain along Blacklog Development the following twelve (12) courses and distances: (1) North 49° 06' 00" East a distance of 335.92 feet to a point; (2) thence North 31° 41' 41" East a distance of 411.64 feet to a point; (3) thence North 38° 58' 58" East a distance of 507.96 feet to a point; (4) thence North 45° 32' 42" East a distance of 383.14 feet to a point; (5) thence North 39° 02' 50" East a distance of 608.21 feet to a point; (6) thence North 42° 29' 52" East a distance of 1,214.56 feet to a point; (7) thence North 48° 07' 08" East a distance of 243.69 feet to a point; (8) thence North 33° 21' 38" East a distance of 305.24 feet to a point; (9) thence North 39° 02' 17" East a distance of 470.48 feet to a point; (10) thence North 56° 11' 43" East a distance of 196.87 feet to a point; (11) thence North 35° 43' 41" East a distance of 473.71 feet to a point; (12) thence North 39° 24' 42" East a distance of 780.34 feet to a rebar; thence along the lands now or formerly of Joseph M. McMath South 41° 10' 29" East a distance of 852.84 feet to a rebar; thence along the lands now or formerly of Carl L. Lutz, South 44° 58' 15" West a distance of 1,828.25 feet to a rebar in a fallen Oak; thence along the lands now or formerly of Michael Hawbaker, South 38° 10' 24" West a distance of 2,094.00 feet to a rebar; thence along the lands now or formerly of Jason V. Wilson, South 46° 14' 28" West a distance of 1,847.07 feet to a rebar, the place of BEGINNING.

SUBJECT TO AND TOGETHER WITH a Right-of-Way Agreement between Gerald E. McMath and Darlene M. McMath and Edward W. McMath and Karen R. McMath, Trustees under the Ed & Karen McMath Living Trust dated April 19, 2001, dated March 19, 2004 and recorded in Record Book 705, Page 126.

Tax ID / Parcel No. 47-12-01.1

Being the same premises which Edward W. McMath and Karen R. McMath, husband and wife by Deed dated April 26, 2001 and recorded May 2, 2001 in Huntingdon County in Record Book 567, Page 65 conveyed unto Edward W. McMath and Karen R. McMath, Trustees, or their successors in trust, under the Ed & Karen McMath Living Trust, dated April 19, 2001, in fee.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I Requirements; and Schedule B, Part II Exceptions; and a counter signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment (8-1-2016)

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Page 7 of 8

