

AGREEMENT OF SALE

MADE this 1st day of March in the year of our Lord two thousand and twenty-four (2024). BETWEEN William L. Baum, Sr. and Selena Baum, Co-Executors of the ESTATE OF WILLIAM L. BAUM, JR., party of the first part, hereinafter "SELLERS",

AND

_____, party of the second part, hereinafter "BUYER(S)"
WITNESSETH, that SELLERS, 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 of \$ _____, to be paid as follows: Ten (10%) percent 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 within forty-five (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, SELLERS, will at his own expense make, execute and deliver to BUYER(S), a good and sufficient Deed for property, (described further hereinafter) 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.

The Premises is subject to the Declaration(s) of Covenants, Conditions, Restrictions, and Easements of record as described hereinafter and is subject to the Rules and Regulations of the Juniata Business and Industry Inc. which include the required approval by Juniata Business and Industry, Inc. prior to possession of the premises specifically including the requirement and approval of an Application for Occupancy by Juniata Business and Industry, Inc. Furthermore, on the same date as this Agreement of Sale, BUYER(S) do/does hereby acknowledge receipt of the those documents and related materials relative to the aforesaid Declaration(s) of Covenants, Conditions, Restrictions, and Easements of record.

AND By this reference the following Declaration(s) of Covenants, Conditions, Restrictions, and Easements of record relative to the subject are hereby incorporated: Juniata County Record Book 170, Page 832, et seq.; Juniata County Record Book 230, Page 1092, as amended by an Amendment recorded at Juniata County Instrument Number 202301002.

4. BUYER(S) shall pay all state and local realty transfer taxes (2%).
5. Annual real estate taxes shall be pro-rated to the date of settlement.
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 are not in default of any of the terms of this Agreement, BUYER(S) shall forfeit the down payment money. 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. BUYER(S) agree that he/she/they have inspected the property and that he/she/they are purchasing the property "AS-IS".

13. The terms and conditions of this Agreement shall survive settlement.

14. This sale is not conditional upon BUYER(S) obtaining any mortgage or type of mortgage commitment at any rate or amount.

15. SELLERS will maintain the Property, grounds, fixtures, and any personal property specifically included with purchase of the real property in its present condition, normal wear and tear excepted.

16. SELLERS will bear the risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale, BUYER(S) will have the option of rescinding this Agreement and promptly receiving all monies paid on account of the purchase price or accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by SELLERS. BUYER(S) are/ is hereby notified that BUYER(S) may insure BUYER(S)'S equitable interest in the Property as of the date of execution of this Agreement.

17. 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.

18. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. 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 BUYER(S) agrees with SELLERS, to purchase the said premises and pay the aforesaid sum, in the manner and at the times hereinbefore provided.

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 k/a as 88 Industrial Drive, Mifflintown, Pennsylvania and situate at Fermanagh Township, Juniata County, Pennsylvania 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 the attached Exhibit "A" and each and all 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.

SIGNED, SEALED AND DELIVER in the presence of:

ESTATE OF WILLIAM L. BAUM, SR.

WITNESS

William L. Baum, Jr., Executor - Seller

WITNESS

Selena Baum, Executor - Seller

WITNESS

Buyer

WITNESS

Buyer

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

EXHIBIT "A"

ALL THAT CERTAIN lot of ground situate in Fermanagh Township, Juniata County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the edge of the legal right-of-way of East Industrial Drive; thence along lands now or formerly of Juniata Business and Industry, now or formerly occupied by Truss-Tech, South thirty-eight (38) degrees fifty-four (54) minutes thirty-six (36) seconds East five hundred eighteen and forty hundredths (518.40) feet to a point; thence along lands now or formerly of Chester and Marie Adams South fifty-one (51) degrees five (05) minutes twenty-four (24) seconds West three hundred seventy-eight and eighty-three hundredths (378.83) feet to a point; thence along lands now or formerly of Paul Newswanger and Mervin Yoder, Co-Partners, North twenty-three (23) degrees thirty-one (31) minutes one (01) second West five hundred sixty-eight and fifty-four hundredths (568.54) feet to a point; thence along the edge of the legal right-of-way of East Industrial Drive and counterclockwise along the arc of a circle with a radius of one thousand three hundred fifty-one and fifty hundredths (1,351.50) feet an arc distance of two hundred thirty and zero hundredths (230.00) feet to a point, the place of BEGINNING.

CONTAINING three and seventy-three hundredths (3.73) acres and being shown as Lot 2 on an August 2, 1982 subdivision plan prepared by Tuscarora Land Surveying (George R. Campbell, R.S.), revised January 13, 1993, approved by the Fermanagh Township Board of Supervisors February 1, 1993, a true copy of which is recorded at Juniata County Map Book 21, Page 128.

Juniata County Tax Map No. 04-08-102.

SUBJECT to the building and use restrictions set forth in a Declaration dated November 9, 1992 and recorded December 23, 1992 in Juniata County Record Book 170, Page 832, et seq.

ALSO SUBJECT to an easement for sanitary sewer installation, maintenance and repair for a depth of twelve and five tenths (12.5) feet along the entire boundary of the lot herein described with East Industrial Drive, as more particularly shown on the subdivision plan recorded in Map Book 21 at Page 128.

The address of the above described premises is 88 East Industrial Drive, Mifflintown, PA 17059.