

AGREEMENT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT made this ____ day of _____, 2024, by and between **FISHING CREEK VALLEY ASSOCIATES, L.P.** (hereinafter sometimes referred to as "**Seller**") and _____ (hereinafter sometimes referred to as "**Buyer**");

WITNESSETH:

1. Seller agrees to sell and convey and Buyer agrees to purchase all that certain real property hereinafter described upon the terms and conditions hereinafter set forth.

2. The real estate which is the subject of this Agreement is all that certain piece of land situate in Rye Township, Perry County, Pennsylvania, and more fully described in Exhibit "A" attached hereto and made a part hereof.

3. The purchase price is _____
(\$ _____) Dollars, payable as follows:

a. Fifty Thousand (\$50,000.00) Dollars shall be paid at or before the signing of this Agreement.

b. The balance of _____
(\$ _____) Dollars shall be paid on or before June 28, 2024.

4. In the event the Purchaser fails to pay the balance due on or before June 28, 2024, the deposit shall be forfeited as liquidated damages.

5. Settlement shall be held on or before June 28, 2024, at the offices of Johnson, Duffie, Stewart & Weidner, 301 Market Street, Lemoyne, Pennsylvania, at such time as the parties shall mutually agree.

6. Possession shall be given at settlement.

7. All real estate transfer taxes shall be paid by the Buyer.

8. All taxes levied on the real estate shall be prorated as of the date of settlement, the county and municipal taxes being prorated on a calendar year basis, and the school district taxes being prorated on a July 1 fiscal year basis.

9. At settlement, the land will be conveyed by the Seller by special warranty deed free and clear of all liens and encumbrances. The title is to be good and marketable and such as will be insured by any responsible title insurance company at its regular rates in the full amount of the purchase price. Said policy shall contain only exceptions for easements for utility service to the property and building and use restrictions which do not interfere with the present use of the property.

10. The Buyer and its agents and representatives shall after the execution and delivery of this Agreement be entitled to enter upon the property for the purposes of inspection, soil tests and land use planning prior to settlement.

11. This Agreement constitutes the entire understanding between the parties.

12. This Agreement shall not be merged into the documents executed at settlement but shall survive the settlement.

13. 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.

14. This Agreement contains the whole agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever and it may not be altered, amended or modified other than in writing executed by the parties hereto.

15. Formal tender of any executed deed and of the purchase money is hereby waived.

16. In the event that any defects exist that would not make the title to the premises good and marketable as herein provided, Buyer shall have a reasonable time to correct same after being apprised thereof by the Seller.

17. 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 individual sewage system is to be installed without first obtaining a permit. Buyer is advised by this notice that before signing the Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system.

18. The subject property is presently enrolled in the Clean and Green Program. If the Buyer fails to keep the subject property in the Clean and Green Program any rollback taxes will be paid by the Buyer.

19. The property will be sold subject to all easements and conditions of record and de facto easements, and any other existing conditions apparent from a physical inspection of the property.

SELLER:

FISHING CREEK VALLEY ASSOCIATES, L.P.,
a Pennsylvania limited partnership

By: **REY, INC.**, a Pennsylvania corporation,
its Managing General Partner

By: _____
Richard E. Yingst, President

BUYER:

EXHIBIT A

Legal Description

ALL THAT CERTAIN lot or tract of land situate in the Township of Rye, County of Perry, Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point at land of Guiseppi Fantino and the boundary line between Marysville Borough and Rye Township; **THENCE** along the line between the Borough of Marysville and Rye Township, South 03 degrees 43 minutes West, 155.3 perches to a point; **THENCE** South 75 degrees West, 55 perches to a point; **THENCE** South 28 degrees East, 20 perches to a point; **THENCE** South 65 degrees West, 176 perches to a point; **THENCE** North 20 degrees West, 134 perches to a point; **THENCE** South 68 degrees 45 minutes West, 172.4 perches to a hickory; **THENCE** North 44 degrees East, 160 perches to a point; **THENCE** North 75 degrees East, 320 perches to a point, the place of **BEGINNING**.

CONTAINING 311.69 acres, more or less.

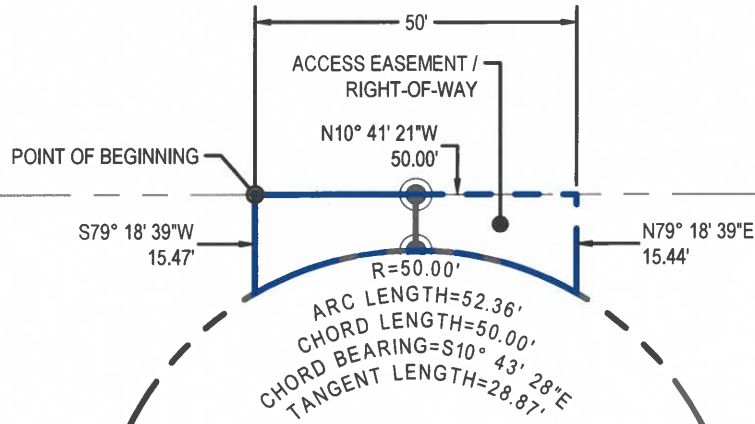
TOGETHER with the right of ingress, egress and regress over and upon the prescriptive easement and right-of-way acquired by the Marysville Water Company over and upon lands of Charles A. Fitting, now Robert Malley, extending along the eastern line of said premises from King's Highway southwardly a distance of 1,350 feet, more or less, to the premises of Bucher and Keough and **THENCE** to premises herein conveyed, together with the rights of ingress, egress and regress as have been used and held by the Marysville Water Company openly, notoriously and hostilely for a period of twenty-one (21) years and upwards. Said Fitting Deed being recorded in Deed Book 139, Page 23, and said Bucher and Keough deed being recorded in Deed Book 145, Page 486.

THE ABOVE-DESCRIBED PREMISES is pursuant to a Plan prepared by Act 1 Consultants, Inc. dated August 15, 2005, titled Plan Showing Property of Bucher & Keough to be Conveyed to Richard Yingst, Tower Road T 572, Rye Township, Perry County, Commonwealth of Pennsylvania, a copy of which is attached to the Deed recorded November 16, 2005 in the Office of the Recorder of Deeds in and for Perry County at Instrument Number 200511537.

BEING the same premises which Jonathan E. Keough and Kathleen B. Keough, his wife; John Joseph Bucher and Suzanne Bucher, his wife; and David Alan Bucher a/k/a David Allen Bucher, a single man, by their Deed dated November 3, 2005, and recorded November 16, 2005 in the Office of the Recorder of Deeds in and for Perry County at Instrument Number 200511537, granted and conveyed unto Fishing Creek Valley Associates, LP, a Pennsylvania limited partnership.

Grantor hereby grants to the Grantee a perpetual easement and right-of-way over Lot 293 and Lot 155 of the Plan of Rockville Estates, Phase IV for the purpose of ingress, egress and regress and the right to use Reiff Drive and all of the streets in Rockville Estates. The easement is depicted in the Right-of-Way Exhibit prepared by Integrated Consulting dated April 12, 2024 and attached hereto as an Exhibit.

N/F Fishing Creek Valley Associates, L.P.
Instrument#: 200511537



LOT 293

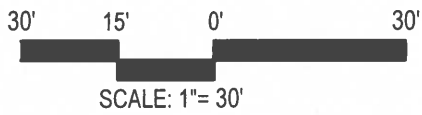
LOT 155

REIFF DR.

LOT 292

LOT 156

LEGEND



RIGHT-OF-WAY EXHIBIT
ROCKVILLE ESTATES PHASE IV
FOR
FISHING CREEK VALLEY ASSOCIATES
BOROUGH OF MARYSVILLE, PERRY COUNTY, PA

Designed	EML
Reviewed	JLK
Scale	AS SHOWN
Project No.	20-0094
Date	04/12/2024
Sheet No.	01 of 01