21.7 ACRES

PUBLIC AUCTION

HOME | GARAGE | POND

PERRY COUNTY



7345 Horse Valley Rd. | East Waterford, PA 17021

Directions: From Willow Hill exit on I-76/PA Turnpike, turn left onto PA-75 S and go 13.7 miles. Take slight right onto Horse Valley Rd and go 3.3 miles to property on left.

PROPERTY FEATURES

- 21.7 acre farmette in Horse Valley
- 2,405 sq. ft. home w/ 5 bedrooms, 2.5 baths,
- 30' x 72' 5 bay garage with service pit
- 18' x 24' metal carport
- 11 acres of open, tillable ground
- 6 acres of woods w/creek
- Spring fed pond w/dock and water feature
- Less than half a mile from 96,000+ acres of Tuscarora State Forest
- Quick access to miles of trails and hunting
- Open field could be fenced for horses or used as campsites or a prime building site
- Across the road from Wildwood RV Resort
- Panoramic views of Tuscarora & Shade Mountain

OPEN HOUSE

Sat. Sept. 6, 11 A.M.-12 P.M. & Wed. Sept. 10, 5-6 P.M. For a private tour call:

Gerald 717-582-6589 Meryl 717-629-6036

AUCTION

DATE

Friday,

SEPTEMBER 26,

2025

@ 6:00 P.M.

TERMS

\$25,000 down payment on the day of the auction. Settlement on or before November 18, 2025. 2% transfer tax to be paid by the buyer. Real estate taxes to be prorated from settlement day.

Estimated Annual Taxes \$3.166

Contact us for quick, convenient financing options, including down payment and bridge loans.

All information is deemed accurate but not guaranteed

AUCTIONEER REMARKS Escape to the heart of Horse Valley with this 21.7-acre property that blends scenic beauty with endless outdoor opportunities. A large spring-fed pond with a picturesque stone waterfall invites hours of fishing, paddling, or simply unwinding along the water's edge. Whether you envision a working farm, a private retreat, or a multi-use recreational getaway, this Perry County getaway delivers endless possibilities.



AUCTIONEER

J. Meryl Stoltzfus AU#005403 Ph 717-629-6036



SELLERS The Late Eli Esh Ruth Anna Esh Samuel J. Esh, POA





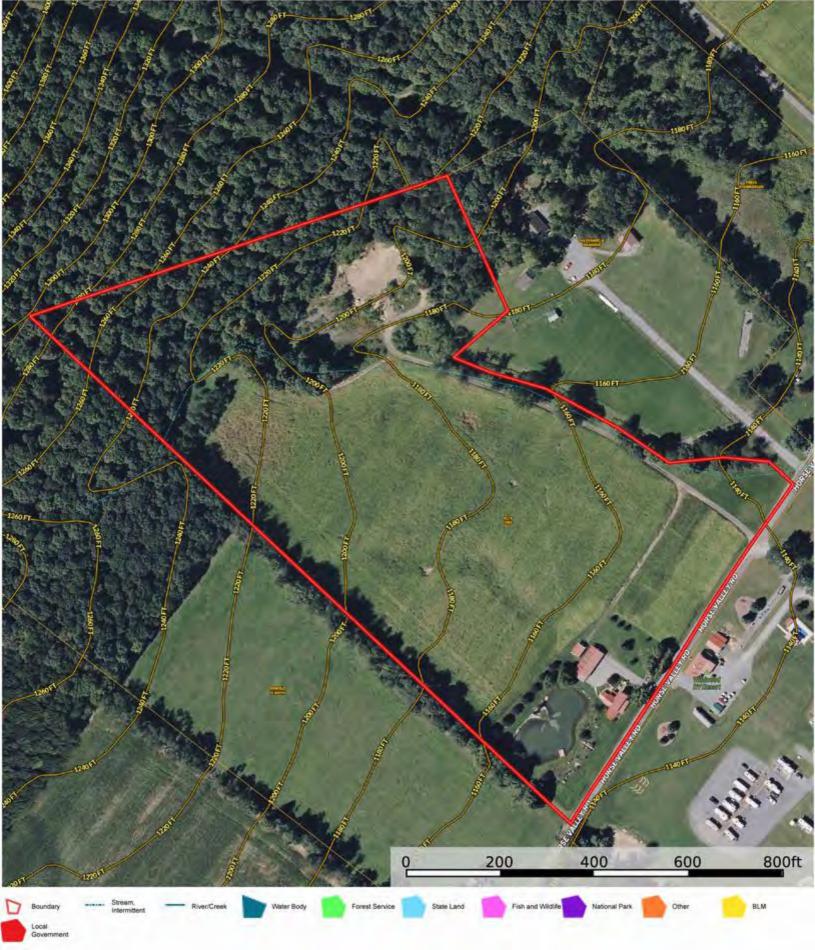




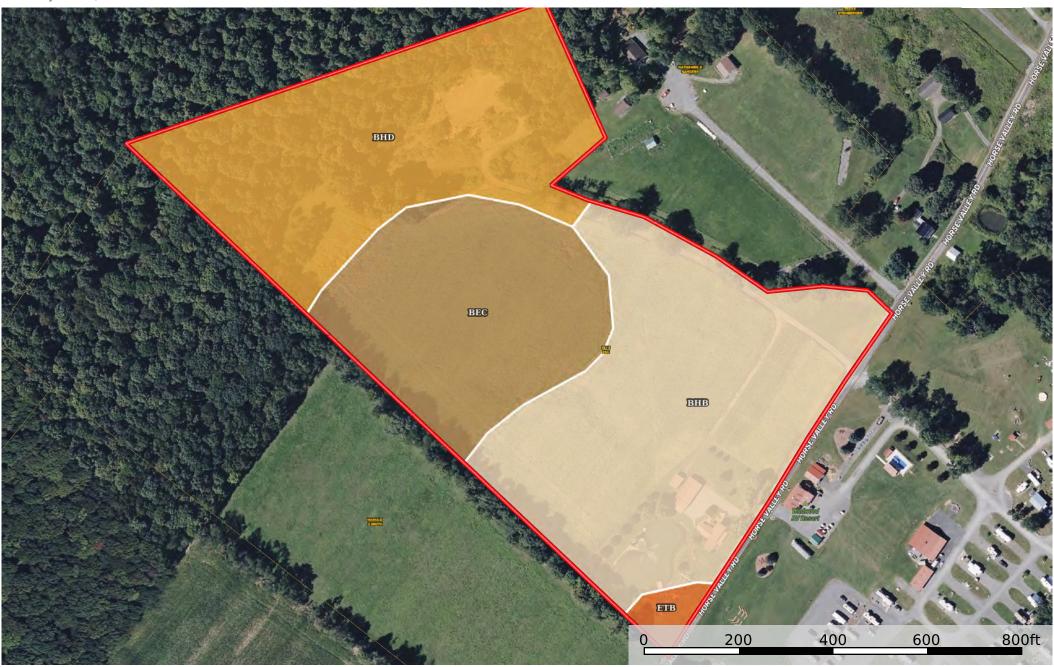








7345 Horse Valley Rd, East Waterford, PA, 17021 Pennsylvania, AC +/-





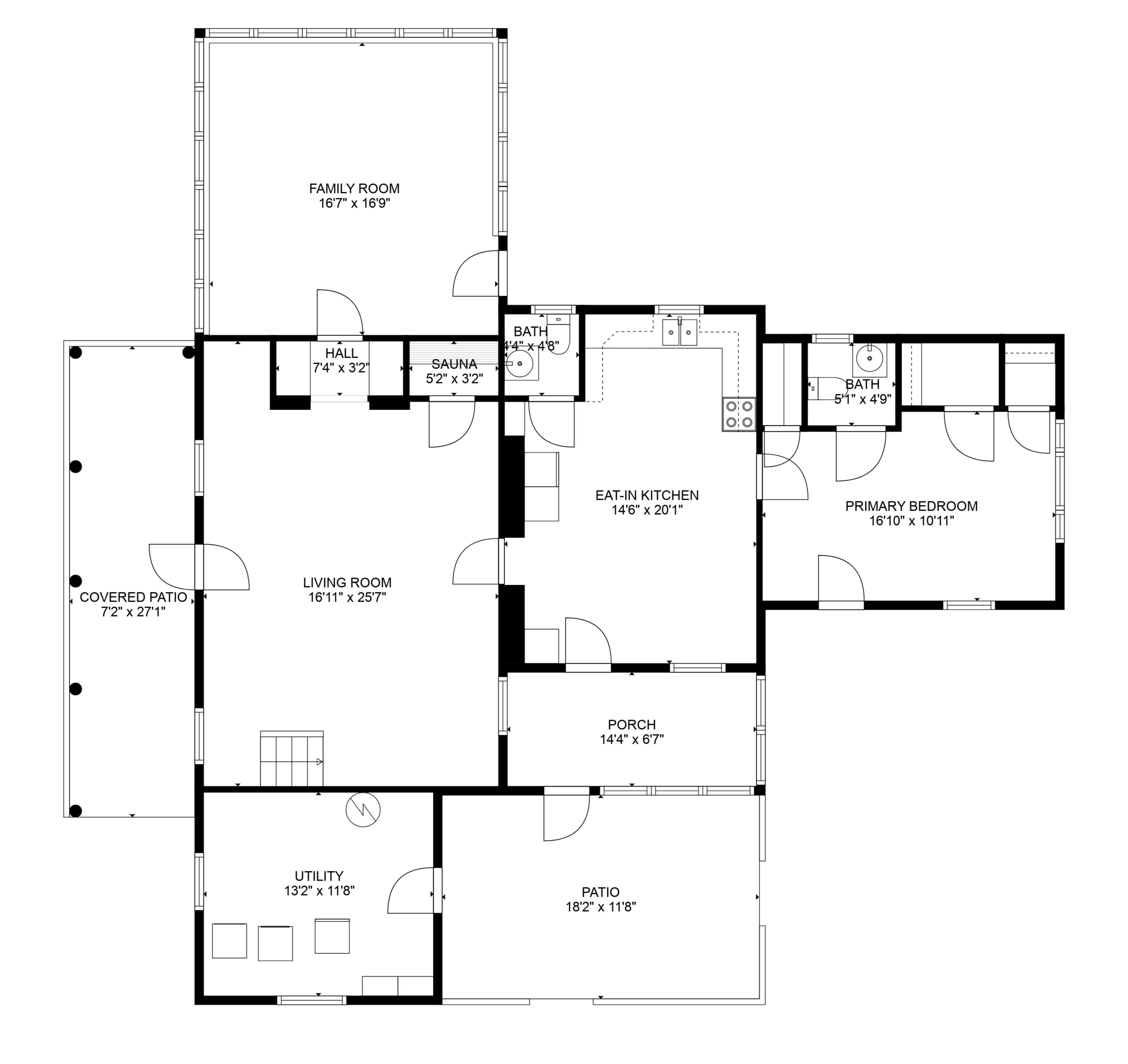
Boundary 21.82 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	СРІ	NCCPI	CAP
BhB	Berks channery silt loams, 3 to 8 percent slopes, very stony	8.97	41.11	0	44	6s
BhD	Berks channery silt loam, 8 to 25 percent slopes, very stony	7.31	33.5	0	33	6s
BeC	Berks channery silt loam, 8 to 15 percent slopes	5.2	23.83	0	43	3e
EtB	Ernest silt loam, 3 to 8 percent slopes	0.34	1.56	0	50	2e
TOTALS		21.82(100%	-	40.17	5.22

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

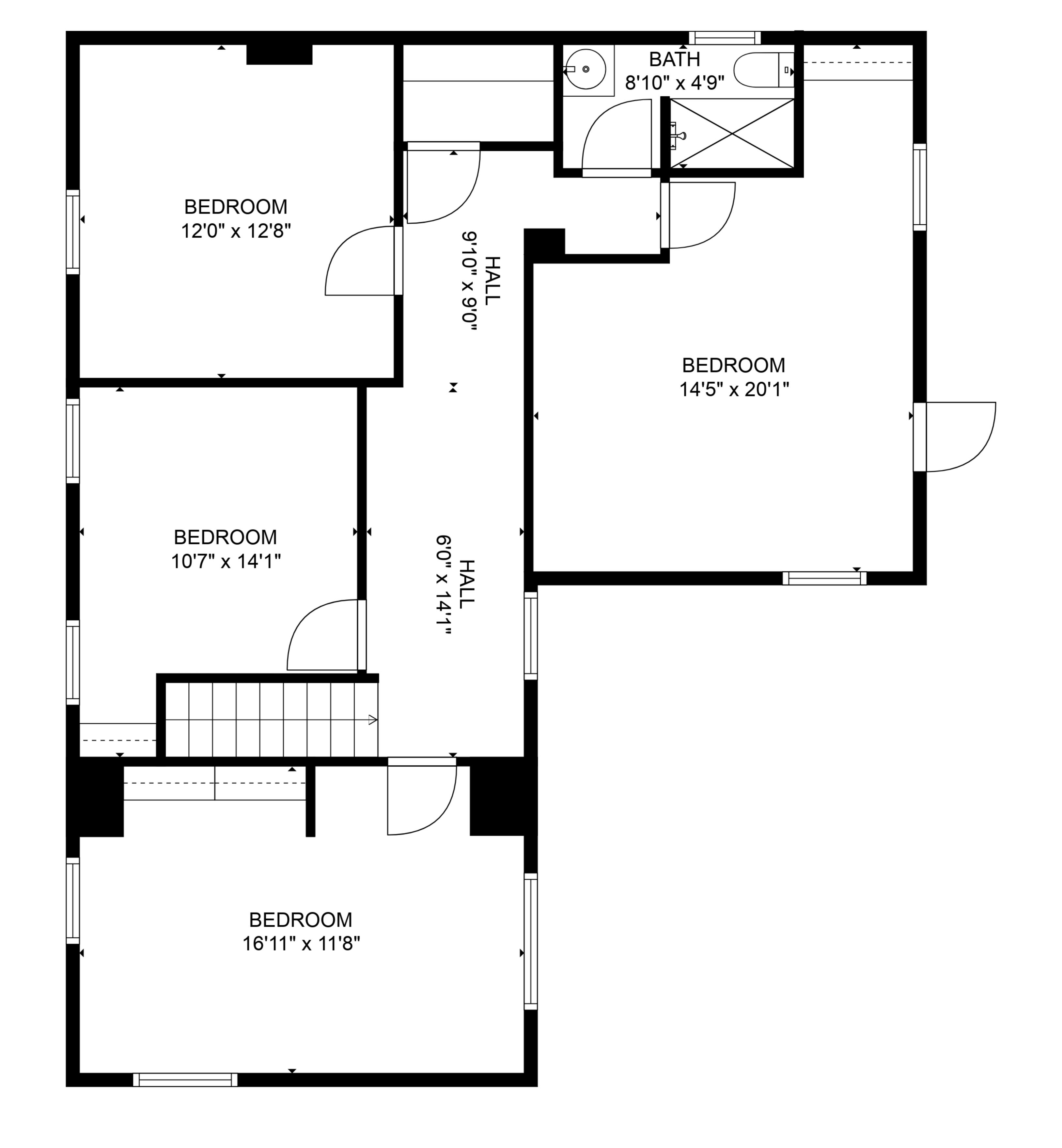


(s) soil limitations within the rooting zone (w) excess of water



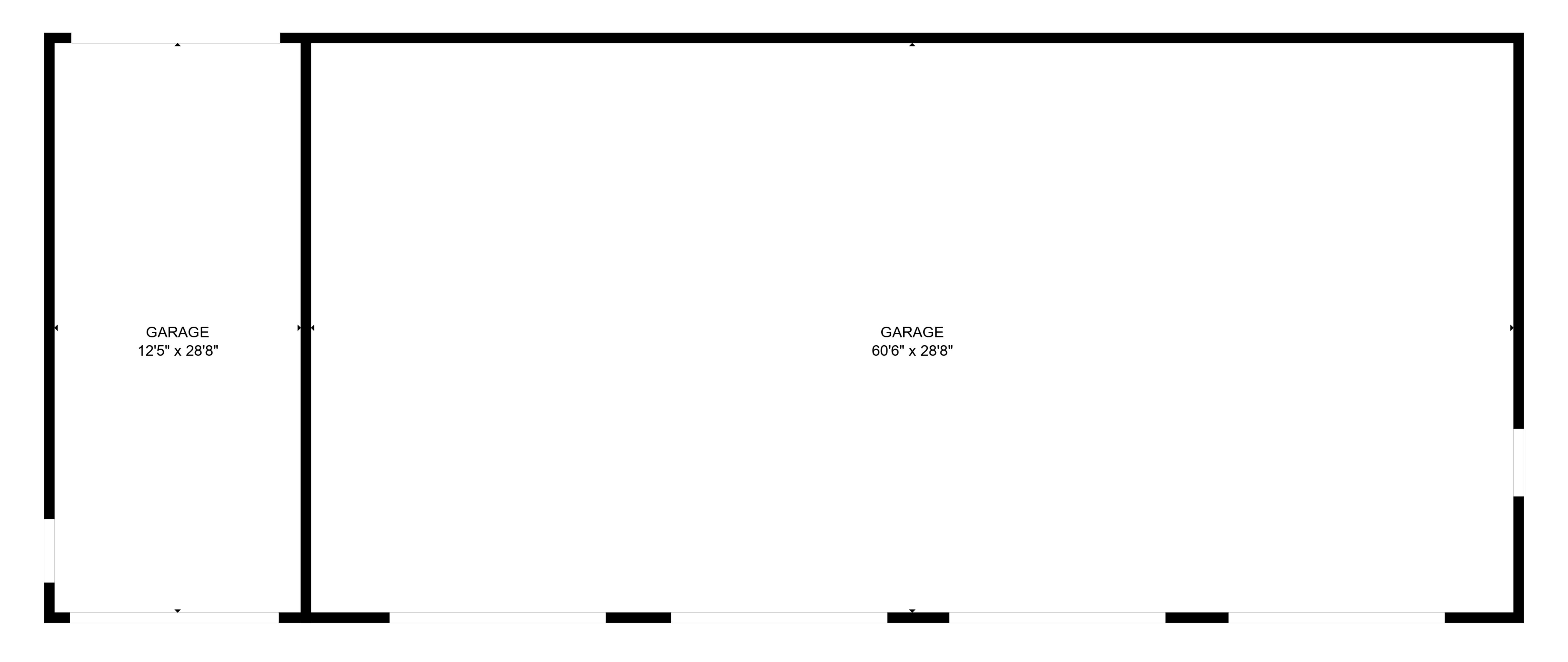
Total GLA: 2405 sq. ft | Total: 3080 sq. ft

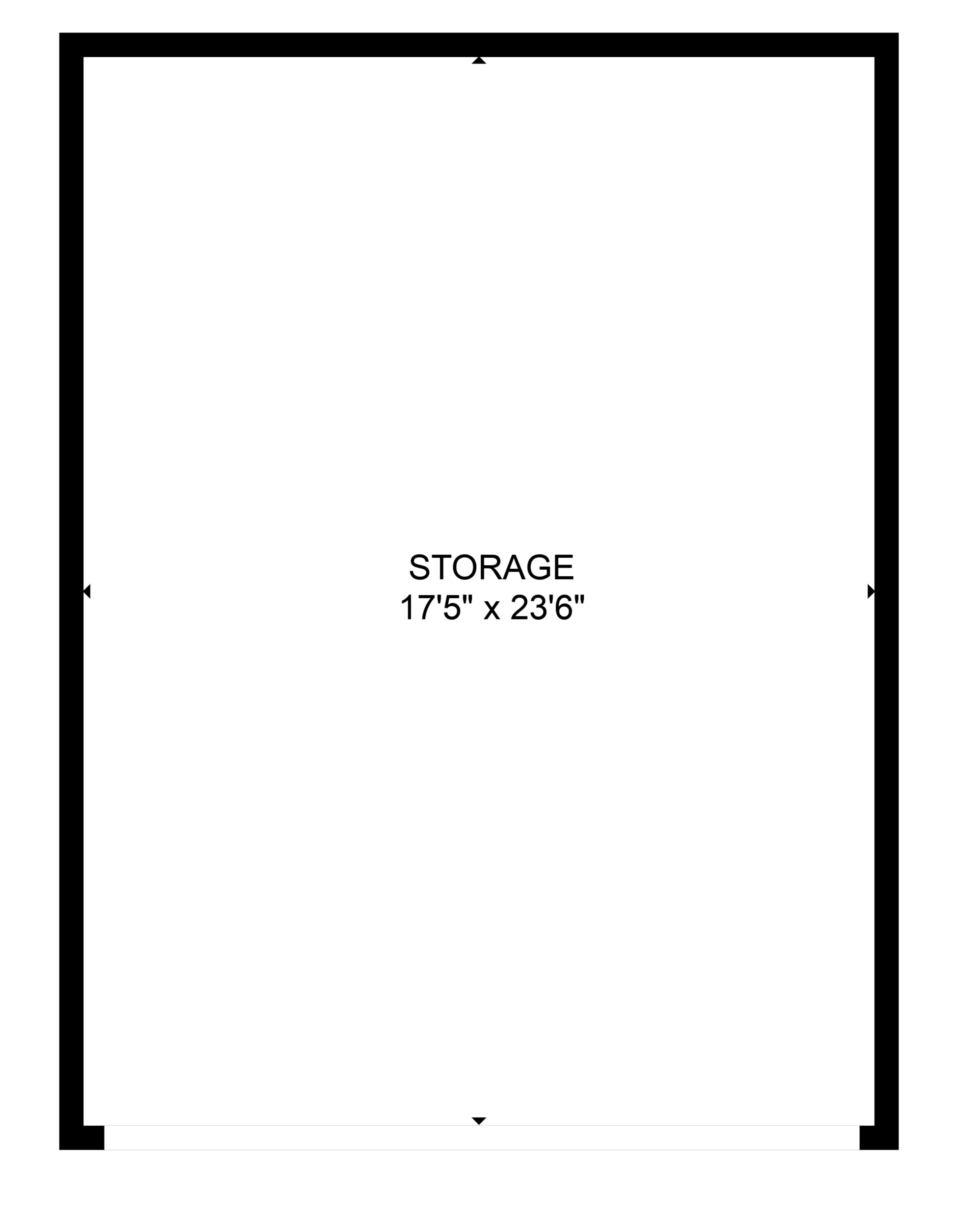
Floor 1: 1372 sq. ft (Excluded areas 675 sq. ft)
Floor 2: 1033 sq. ft



Total GLA: 2405 sq. ft | Total: 3080 sq. ft

Floor 1: 1372 sq. ft (Excluded areas 675 sq. ft)
Floor 2: 1033 sq. ft





Prepared by and Return to:

Kling, Deibler & Glick, LLP 131 W. Main St. New Holland, PA 17557 717-354-7700

File No. 1260.03108

Parcel ID # 252,171.00-001.000

NOT SEARCHED - NOT CERTIFIED

This Indenture, made the 21st day of June, 2022,

Between

TERESITA MCCRAE

(hereinafter called the Grantor), of the one part, and

ELI S. ESH AND ANNA RUTH ESH, HUSBAND AND WIFE

(hereinafter called the Grantees), of the other part,

Hitnesseth, that the said Grantor for and in consideration of the sum of Four Hundred Forty-Five Thousand And 00/100 Dollars (\$445,000.00) lawful money of the United States of America, unto her well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

ALL THAT CERTAIN tract of land situate in Toboyne Township, Perry County, Pennsylvania, more specifically bounded and described as follows, to wit:

BEGINNING at a stone pile, being the northernmost corner of the herein described tract, also being a corner in common with lands now or formerly of R. Darwin Shearer; thence along said lands South 46 degrees 58 minutes 17 seconds east a distance of one thousand seven hundred twelve and sixty-nine one-hundredths (1,712.69) feet to an iron pin set, being a corner in common with other lands now or formerly of John Alvin McCrae; thence along said lands South 40 degrees 32 minutes 44 seconds west, a distance of three hundred thirty-six and thirty-two one-hundredths (336.32) feet to an iron pipe; thence continuing along same, South 45 degrees 53 minutes 33 seconds East a distance of seven hundred thirty-nine and ninety-two one-hundredths (739.92) feet to an iron pin, being a corner in common with lands now or formerly of James Steinberger; thence along said lands for the following three (3) courses and distances:

- 1. South 45 degrees 57 minutes 26 seconds East, a distance of six hundred ninety-two and eighteen one-hundredths (692.18) feet to a fence post;
- 2. South 41 degrees 39 minutes 51 seconds West a distance of one hundred fifty-one and seventy-two one-hundredths (151.72) feet to a tree;

3. South 46 degrees 19 minutes 13 seconds east, a distance of two hundred twelve and thirty-three (212.33) feet to a MAG Nail.

Being in the centerline of the macadam cartway of Horse Valley Road (33' wide); thence along said centerline for the following five (5) courses and distances:

- 1. South 34 degrees 29 minutes 16 seconds West a distance of eighty-four and fifty-seven one-hundredths (84.57) feet to a MAG nail;
- 2. By a line curving to the left, having a radius of eight thousand two hundred fifty-three and seventy-six one-hundredths (8,253.76) feet an arc length of one hundred four and twenty-two one-hundredths (104.22) feet, a chord bearing of south 33 degrees 49 minutes 57 seconds West and a chord length of one hundred four and twenty-two one-hundredths (104.22) feet to a point;
- 3. By a line, curving to the left, having a radius of eight thousand two hundred fifty-three and seventy-six one-hundredths (8,253.76) feet, an arc length of fifty and seventy-eight one-hundredths (50.78) feet, a chord bearing of south 33 degrees 17 minutes 41 seconds West, and a chord length of fifty and seventy-eight one-hundredths (50.78) feet to a point;
- 4. South 32 degrees 36 minutes 32 seconds West, a distance of two hundred eighty-eight and fifty-five one-hundredths (288.55) feet to a point;
- 5. South 33 degrees 08 minutes 42 seconds West, a distance of four hundred forty-seven and eighty-eight one-hundredths (447.88) feet to a point,

Being a corner in common with lands now or formerly of Harold Smith; thence along said lands North 46 degrees 43 minutes 46 seconds West, a distance of one thousand four hundred sixteen and fourteen one-hundredths (1,416.14) feet to a point; thence continuing along same, south 39 degrees 35 minutes 44 seconds west, a distance of four hundred eighty-one and sixty-four one-hundredths (481.64) feet to a corner tree, being a corner in common with lands now or formerly of Daniel Pipe; thence along said lands North 51 degrees 20 minutes 30 seconds West, a distance of one thousand two hundred thirty-eight and thirty-three one-hundredths (1,238.33) feet to an iron pin; thence continuing along same, North 43 degrees 37 minutes 49 seconds West a distance of seven hundred eighty-nine and seventy-three one-hundredths (789.73) feet to a corner tree, being a corner in common with lands now or formerly of Roy Wingate; thence along said lands North 37 degrees 58 minutes 01 seconds East a distance of one thousand six hundred sixty-six and twenty-two one-hundredths (1,666.22) feet to a stone pile; thence continuing along same, North 45 degrees 37 minutes 44 seconds east, a distance of three hundred forty-one and sixty-one one -hundredths (341.61) feet to a stone pile also being the place of beginning.

CONTAINING a total gross acreage of 5,492,709. Sq ft or 126.095 acres

BEING THE SAME PREMISES WHICH John Alvin McCrae and Teresita McCrae by deed dated April 5, 2012 and recorded April 17, 2012 in the Perry County Recorder of Deeds Office in Instrument No. 201203014 granted and conveyed unto John Alvin McCrae and Teresita McCrae.

Excepting and reserving therefrom 6.989 acres conveyed to Stonehedge Lodge, LLC by deed dated October 19, 2018 and recorded in Perry County Instrument No. 201806764.

Also excepting and reserving therefrom 97.405 acres conveyed to Stonehedge Lodge, LLC by deed dated October 19, 2018 and recorded in Perry County Instrument No. 201806763.

And the said John A. McCrae died November 28, 2021, whereby fee simple title vested in Teresita McCrae.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of her, the said grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their successors, heirs and assigns, to and for the only proper use and behoof of the said Grantees, their successors, heirs and assigns, forever.

And the said Grantor, for herself and her heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantees, their successors, heirs and assigns, that she, the said Grantor, and her heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their successors, heirs and assigns, against her, the said Grantor, and her heirs, will warrant specially and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part has hereunto set her hand and seal. Dated the day and year first above written.

Sealed and Delivered in the presence of us:

Teresifa D. Mc Cragseal)

APPLICATION

Use Value Assessment of Farm Land and Forest Land Under Act 156 of 1998 - Clean and Green

PA Department of Agriculture Form AAO-82

OFFICIAL USE ONLY

- □ Agricultural Use
- ☐ Agricultural Reserve
- □ Forest Reserve
- □ Disapproved

Record Bo

Date Recorded

PERRY COUNTY, PENNSYLVANIA

Any questions regarding the proper completion of this application are to be directed to the

calling (717) 582-2131, Ext. 4119.

This application must be completed and executed by all owners of the property for which application to be titled in the name of a corporation, the application must be executed by the individual authorized by corporate solution to Should the property be titled to an entity other than a corporation, the application must be executed by an individual authorized by an al duly authorized to act on behalf of that entity. A copy of the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate corporate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution or authorization must be attended to the appropriate resolution attended to the appropriate resolution attended to this application.

BBILLY All signatures on this application must be notarized. This application may be filed in person d wall with the Perry County Assessment Office, County Veterans Memorial Bidg., 25 West Main Street, P. O. Box 37, New Bloomfield, Pennsylvanja 17068.

Act 319 of 1974 was amended by Act 156 of 1996, and requires that this application be RECEIVED by the Assessment Office on or before June 1st of the year immediately preceding the tax year for which the property owner wants to enroll the property. Exception: In a year when a county implements a county-wide reassessment, or a county-wide reassessment of enrolled land, the application doadline shall be extended to either a date 30 days after the final order of the county Board of Assessment Appeals, or by October 15 of the same year. whichever date is sooner. This deadline is applicable regardless of whether judicial review of the order is sought.

A one-time application and recording fee of the must be remitted with this application, payable to "The County of Perry."

If the landowner changes the use to an ineligible use, the roll-back tax, plus six percent interest (compounded annually) will be charged against all parcels/deeds included in the application. Landowners who request any portion of their land to be declared ineligible for Use Value assessment must attach a site map showing the location and boundaries of the proposed ineligible land.

Qualification for enrollment of your property into the Clean and Green preferential assessment program is determined by meeting the minimum requirements established for any one of three land use categories: Agricultural Use, Agricultural Reserve, or Forest Reserve. The specific eligibility requirements are described in the Perry County Clean and Green bookiet, "Understanding the Clean and Green Program." The program is administered by the county. ALL QUESTIONS MUST BE ANSWERED. You may attach separate explanatory sheets should you feel your responses require additional detail.

This application complies with the uniform standards developed for use value assessment applications by the Commonwealth of Pennsylvania, Department of Agriculture - Form AAO-82. For more information, refer to Act 156 of 1998 and the Department of Agriculture's Rules and Regulations. You may obtain these documents from the Department of Agriculture.

			A SE
	Property Identification Number (district, map, and parcel) 253, 171, 00 - 001.000	•	Daytime Telephone (717) 442 9355
W	ESh ESh EL 5	Initial	Home Telephone
E R	Last Name (individual or entity representative) Anna Auth	Initial	Land for which application is being made is owned by (T):
1	Last Name (individual or entity representative) First	Initial	☐ Individual ☐ Partnership ☐ Corporation ☐ Institution
F	Last Name (individual or entity representative) First	Initial	Cooperative Other (explain)
R M	Entity: partnership, corporation, institution, cooperative, or other name (if applicable)	RECE	IVED
A T	903 Smyrna Rd	JUN 2	7 2022
0 N		County As	ssessment Office
	1345 Horse Valley Rd Perm Co) ,	School District Lebour
	, , , , , , , , , , , , , , , , , , ,		

	4 12	
	1. List the total number of acres represented on this application (if known)	
	2. Is the land currently assessed under Act 515 (1965 P.L. 1292, No. 515)(16 P.S. § 11941 et seq.)?	YesNo
	3. Is the land in this application leased for minerals? Yes Yes No	
	Under which category do you intend to apply (check all that apply)?	
	Agricultural Use (Land in agricultural production for at least three years preceding the application for either (1) comprised of 10 or more contiguous acres or (2) if less than 10 acres, is an individual tract tract of land 10 acres or more in size or has anticipated yearly gross agricultural production income Agricultural Reserve (Land that is open space land. In order to qualify, the land must be at least 10 commercial, and must be open to the public for outdoor recreation or enjoyment of the land's scenic may not charge for public access to his or her property.) Forest Reserve (Land that is presently stocked with trees such that the land is capable of producing an acre, and the land is either (1) comprised of 10 or more contiguous acres, (2) if less than 10 acres, is at to an eligible tract of land 10 acres or more in size, or (3) if less than 10 contiguous acres, is used as a is in agricultural use and has the same owner as the farm woodlot.)	of land contiguous to an eligible a of at least \$2,000.) Contiguous acres in area, noncornatural beauty. The owner and growth of 25 cubic feet per a individual tract of land contiguous
0	If you have documentation supporting soil types or timber types, such as a conservation plan or a forestry mana this information with your application. This is not, however, a requirement for submitting an application.	gement plan, please supply copies of
	For any additional land you own which might be eligible for use-value assessment, but for which you do not inter acreage.	nd to apply, please list amount of
and the second	7. Has the land represented on this application been actively devoted to agricultural use for the past three (: Agricultural use is defined as "land which is used for the purpose of producing an agricultural commodity or is requirements and qualifications for payments or other compensation pursuant to a soil conservation program of the Federal government [at least 51% of tillable land must be farmed]."	devoted to and meets the
		2'
	The applicant for use-value assessment hereby agrees, if the application is approved for use-value assessment, to submit County Assessor of a proposed change in use of the land, a change in ownership of any portion of the land, any type of divi or commencement of direct commercial sales of agriculturally-related products and activities on the enrolled land. The application acknowledges that, if the application is approved for use-value assessment, it will remain in offect continuously until the land of approved category or until an ineligible split or separation occurs. At that time, a roll-back tax, plus interest (72P.S. § 5490.5a) exceed seven (7) years. All owners of record must sign this application in the presence of a notary.	ision or conveyance of the land, nt for use-value assessment wher changes the use from the
S, I G	The undersigned declares that this application, including all accompanying schedules and statements, has been ex his knowledge and belief is true and correct.	xamined by him, and to the best of
	Owner Signature (individual)	Date
Ü	Owner Signature (individual)	Date
R	Owner Signature (Individual)	Jun 21 2022
Ξ	73 ± 40 P 0	Date () 21 d 2022
	Dince Kuth Esh	June 21 2022
No.	Owner Signature (individual)	Date
	Officer Signature (Entity: partnership, corporation, institution, cooperative, or other)	Date
ALC:		·
Spire-	COMMONWEALTH OF PENNSYLVANIA;	
	COUNTY OF BERRY LAN COST (: ss.	
\$ 55.	71 Tun 22	Ė
	On this, the day of 20, before me, a Natary Public, the her	ein signed, did personally
0	appear EUS ESN & ANNA LUTH CON	
T_{i}	known to	me (or satisfactorily proven) to be
	the person whose name is sworn and subscribed and executed the same for the purposes thereig contain	ed IN WITNESS WHEREOF I
К У	have hereunto set my hand and notarial seal.	
	Notary: Please attach additional sheets, if needed. Notary: Please attach additional sheets, if needed. Commonwealth of Pennsylvania - Notary Public Sherry Lyn Weaver, Notary Seal Sherry Lyn Weaver	7/10

Toboyne Township, Perry County, Pennsylvania	
COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF PERRY	

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated as of the 5_day of Yelo (wary____, 2025, by Linda Mae Stoltzfus, as Power-of-Attorney for Eli S. Esh and Anna Ruth Esh (hereinafter "Grantor") and Ambassador Towers LLC, a Pennsylvania limited liability company (hereinafter "Grantee").

WHEREAS, Grantor is the owner of certain real property in Toboyne Township, Perry County, Pennsylvania, identified as Tax Parcel No. 252,171.00-001.000, legally described in Exhibit "A" attached hereto (the "Property").

WHEREAS, Grantee is the owner of a leasehold interest in an adjacent property in Toboyne Township, Perry County, Pennsylvania, owned by Blessing from Paradise LLC and identified as Tax Parcel No. 252,171.00-002.000, legally described in Exhibit "B" attached hereto (the "Leased Premises").

WHEREAS, the Leased Premises have access to and from Horse Valley Road across the existing sixty (60') foot wide right-of-way over the Property (the "Easement") in the location identified on the Preliminary/Final Minor Subdivision Plan for John Alvin and Teresita McCrae, dated June 5, 2018 and recorded in the Office of the Recorder of Deeds in and for Perry County, Pennsylvania to Instrument No. 201805206 (the "Plan").

WHEREAS, Grantee intends to build and maintain a telecommunications facility on the Leased Premises (the "Facility").

WHEREAS, Grantor and Grantee are entering into this Agreement to confirm that Grantee has access to and from the Leased Premises and the Facility from Horse Valley Road across the existing Easement over, under and across the Property for access to the Leased

Premises (the "Access Easement") and to grant a temporary construction easement to Grantee (the "Construction Easement").

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

- 1. <u>Confirmation of Access Easement.</u> Grantor hereby confirms that Grantee, its successors and assigns, has a permanent, non-exclusive access easement over, under and across the Access Easement for the purposes of ingress and egress to and from the Leased Premises and the Facility from Horse Valley Road as depicted on Exhibit "C" attached hereto. Grantee shall not be responsible for the payment of any roll-back taxes imposed by any governmental authority in connection with the Property's preferential assessment under the Pennsylvania Farmland and Forest Assessment Act of 1974, 72 P.S. §5490.1, et seq. Each party shall utilize its estate in a manner which will minimize interference with the other party's use of its estate.
- Easement in the general location depicted on Exhibit "C" attached hereto. Grantee shall be permitted to use the Construction Easement for the staging of materials and equipment, the assembly of equipment and related activities during the construction of the Facility. Grantor also grants Grantee a twenty (20') foot wide access easement from the Access Easement to the Construction Easement for access to the Construction Easement (the "Construction Access Easement") as depicted on Exhibit "C" attached hereto. Within thirty (30) days after the full execution of this Agreement, Grantee agrees to pay to Grantor a one-time payment of Eight Thousand Dollars (\$8,000.00) for the Construction Easement. Prior to Grantee paying to Grantor the one-time payment, Grantor hereby agrees to provide to Grantee a completed, current version of Internal Revenue Service Form W-9, or equivalent. Grantee shall have no obligation to deliver the payment to Grantor until the W-9 has been received by Grantee.
- 3. <u>No Permanent Structures.</u> Grantor hereby covenants for and on behalf of themselves, their heirs, successors or assigns, that neither they, nor any of them, shall construct or permit to be constructed, any building or any other permanent structure within the Access Easement, or make any permanent excavation, or permit any permanent excavation to be made within the Access Easement, other than an access drive or road.
- 4. <u>Indemnification.</u> Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Access Easement, except to the extent attributable to the negligent or intentional act or omission of Grantor or their agents. Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Grantor or its agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or its agents.
- 5. <u>Insurance.</u> Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any

one occurrence; and (ii) Workers' Compensation Insurance as required by law. Grantee will name the Grantor as an additional insured under its commercial general liability policy. Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of this Agreement, Grantor and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.

- 6. <u>Assignment.</u> Grantee may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Agreement in connection with any sale or assignment of the Leased Premises or the Facility, without Grantor's consent.
- 7. <u>Dominant and Servient Tenements.</u> The Easement is for the benefit of the Leased Premises and is appurtenant to the Leased Premises. The Leased Premises is the dominant tenement and the Property is the servient tenement.
- 8. <u>Binding Effect.</u> This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
- 9. <u>Amendments.</u> Any modification or other termination of this Agreement shall become effective only upon the execution by Grantor and Grantee of a written instrument.
- 10. **Recording.** Grantor agrees that Grantee may record this Agreement in the Office of the Recorder of Deeds in and for Perry County, Pennsylvania.

Signature page follows. Remainder of page intentionally blank.

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered as of the day and year first above written.

GRANTOR:

By: Aurola Moe Stoltzfus, as Power-of-Attorney

for Eli S. Esh

Date: 2-5-25

By: Onna Ruth Esh
Name: Anna Ruth Esh

Date: 2-5-25

GRANTEE:

Ambassador Towers LLC

Name: Timothy Beiler Title: Owner/Member

Date: 2/06/2015

EXHIBIT "A" The "Property"

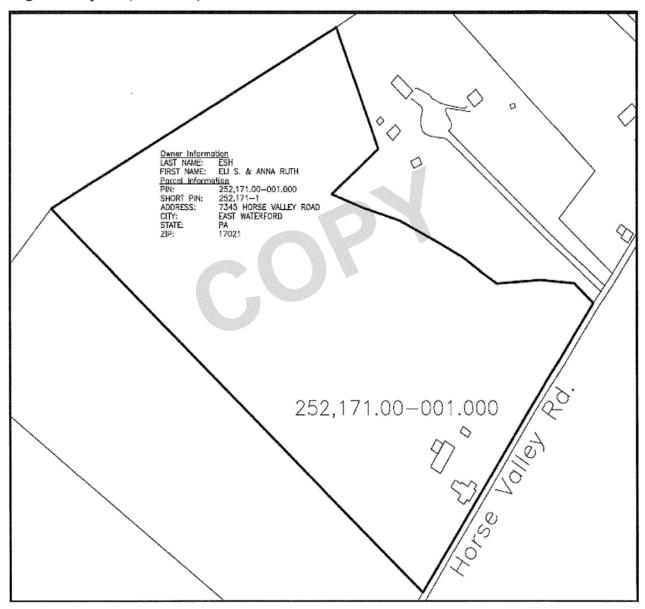
State: Pennsylvania

County: Perry

City: East Waterford, PA

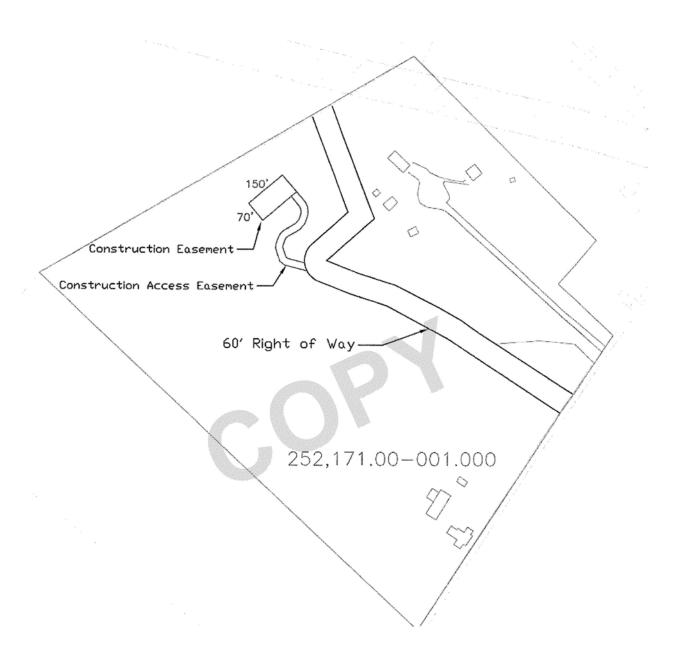
Parcel Number: 252,171.00-001.000

Legal Description (as follows):



All that certain tract of land situated in Toboyne Township, Perry County, Pennsylvania, shown as Lot 5 Residual Lands, Exiting Lot 2, and Existing Lot 9 on "Preliminary/Final Minor Subdivision Plan for John Alvin and Teresita

EXHIBIT "C"
The "Easement"



Depicted and described as follows:

Description is from Perry County, Pennsylvania Instrument Number 201806763

ALSO SUBJECT to a 60 foot wide private right-of-way, leading from the above described tract in a southerly direction to Horse Valley Road as follows:

BEGINNING at an iron pin, being a corner in common with lands now or formerly of Daniel Michael Carlin; et ux (Lot 6 of Plan Book 57, Page 44); Thence over Lot 5 - Residual Lands (Plan Instrument 201805206) for the following nineteen (19) courses and distances:

- South 24 degrees 42 minutes 31 seconds East, a distance of three hundred fifteen and ten one-hundredths (315.10) feet to an iron pin;
- South 49 degrees 05 minutes 19 seconds West, a distance of twenty-five and thirty-one one-hundredths (25.31) feet to an iron pin;
- South 49 degrees 05 minutes 19 seconds West, a distance of one hundred twenty-seven and forty-eight one-hundredths (127.48) feet to an iron pin;
- South 67 degrees 57 minutes 47 seconds East, a distance of eighty-five and nine onehundredths (85.09) feet to an iron pin;
- 5. South 73 degrees 36 minutes 40 seconds East, a distance of one hundred twenty-three and eighty-four one-hundredths (123.84) feet to an iron pin;
- 6. South 61 degrees 30 minutes 28 seconds East a distance of one hundred seventy-one and ninety-five one-hundredths (171.95) i 2022-04677
- 7. South 55 degrees 39 minutes 00 seconds East, a distance of one hundred thirty-three and forty-nine one-hundredths (133.49) feet to an iron pin;
- 8. South 55 degrees 39 minutes 00 seconds East, a distance of two hundred fifty-four and sixty-five one-hundredths (254.65) feet to an MAG Nail;
- 9. By a line, curving to the left, having a radius of eight thousand two hundred fifty-three and seventy-six one-hundredths (8253.76) feet, an arc length of forty-four and twenty-eight one-hundredths (44.28) feet, a chord bearing of South 33 degrees 16 minutes 19 seconds West, and a chord length of forty-four and twenty-eight one-hundredths (44.28) feet to a MAG Nail;
- South 32 degrees 36 minutes 32 seconds West, a distance of fifteen and seventy-four onehundredths (15.74) feet to a point;
- North 55 degrees 39 minutes 00 seconds West, a distance of three hundred eighty-six and thirty-eight one-hundredths (386.38) feet to an iron pin;
- 12. North 61 degrees 30 minutes 28 seconds West, a distance of one hundred sixty-two and fifty-two one-hundredths (162.52) feet to an iron pin;
- 13. North 73 degrees 36 minutes 40 seconds West, a distance of one hundred twenty and forty-three one-hundredths (120.43) feet to an iron pin:
- North 67 degrees 57 minutes 47 seconds West, a distance of eighty-eight and five onehundredths (88.05) feet to an iron pin;
- 15. by a line curving to the right, having a radius of sixty and zero one-hundredths (60.00) feet, an arc length of one hundred twenty-two and fifty-eight one-hundredths (122.58) feet, a chord bearing of North 09 degrees 26 minutes 14 seconds West, and a chord length of one hundred two and thirty-five one-hundredths (102.35) feet to an iron pin;
- North 49 degrees 05 minutes 19 seconds East, a distance of one hundred seven and seventy-five one-hundredths (107.75) feet to an iron pin;
- 17. North 24 degrees 42 minutes 31 seconds West, a distance of two hundred sixty-five and seventy-five one-hundredths (265.75) feet to a concrete monument;
- North 60 degrees 16 minutes 56 seconds East, a distance of thirty-five and sixty onehundredths (35.60) feet to an iron pin;
- North 62 degrees 29 minutes 29 seconds East, a distance of twenty-four and fifty-six onehundredths (24.56) feet to an iron pin, also being the place of BEGINNING.

Article of Agreement,

MADE THE 26th day of September in the year two thousand twenty-five (2025)

BETWEEN Eli S. Esh and Anna Ruth Esh, his wife, Sellers

	<u></u>	Buyer
WITNESSETH, that the said Sellers, in consideration of the chereinafter contained, on the part of the said Buyer to be kept hereby agree to sell and convey unto the said Buyer, his heirs premises hereinafter mentioned and fully described, for the su	and performed has and assigns, all the	agreed and does
,	(\$) Dollars,
to be paid as follows:		

and

- \$25,000.00 down on signing of this Agreement, receipt of which is hereby acknowledged, and the balance of the purchase price to be paid at settlement to be held on or before November 18, 2025.
- The property that is subject to this Agreement is described as follows: All that certain tract of land situate in Toboyne Township, Perry County, Pennsylvania, containing 21.7 acres, more or less, having thereon a dwelling and outbuildings with an address of 7345 Horse Valley Road, East Waterford, PA 17021 and a Tax Parcel No. 252,171.00-001.000. Being described in deed recorded in Perry County Instrument No. 202204677.
- Real Estate taxes shall be pro-rated on the date of settlement.
- Realty transfer taxes shall be paid by Buyer.
- 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, his heirs, or assigns, on the day of settlement until which time the Sellers 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.
- Risk of loss from fire or other casualty shall remain in the Sellers 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.

- The Real Estate Disclosure Act, if applicable, has been complied with prior to the signing of this Agreement.
- Buyer hereto waives all rights to disclosure and inspection for lead paint.
- Included in the sale are the following items of personal property: any personal property left on the date of closing.
- 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 are satisfied with the condition, quality and quantity thereof and further agrees 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.

	 ELI S. ESH	
 	 ANNA RUTH ES	



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