**CONDITIONS OF SALE FOR THE**
**REAL ESTATE OF THE ESTATE OF HAROLD C. SCHAEFFER**

The Conditions of Sale for the Real Estate of **THE ESTATE OF HAROLD C. SCHAEFFER,** being held this 4th day of December, 2026, are as follows:

1. The **PROPERTY** being sold is all that real estate, with improvements thereon, located in the Jackson Township, Lebanon County, Pennsylvania, known as 50 Springhouse Drive, Myerstown, PA 17067, having a UPI/Property ID No. of 23-2360444-381587-0000, with Deed recorded in the Office of the Recorder of Deeds of Lebanon County at Deed Book 2113, Page 482, and more particularly described in the attached Exhibit "A".

2. The highest approved bidder shall be the Buyer upon the Property being struck off to him, (the "Purchase Price"), and he shall immediately sign the Agreement on these Conditions of Sale, and pay a deposit of **TEN PERCENT (10%) OF THE PURCHASE PRICE,** paid directly to the Seller. If any dispute arises among bidders, the Property shall immediately be put up for renewed bidding.

3. The balance of the Purchase Price shall be paid at Settlement to be held at the offices of Steiner & Sandoe, Attorneys at Law, LLC, 36 West Main Avenue, Myerstown, PA 17067, **on or before 45 days of signing the Conditions of Sale**, unless some other time or place is agreed upon by the Seller and the Buyer.

4. Upon payment of the purchase price in full, the Seller shall convey title to the property to Buyer by special warranty deed. If the Buyer obtains an attorney certification of title or purchases title insurance, Seller shall convey title that is good and marketable. Title shall be free and clear of all liens and encumbrances not noted in these conditions, but subject to any easements, visible or of record, rights-of-way, building or use restrictions, and zoning or land subdivision regulations. At Settlement, the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for any damage of any kind, for which full or partial recovery may be had under the Seller's or Buyer's insurance, or any taking by eminent domain. Formal tender of deed and purchase money are waived.

5. The cost of any title search, certification or insurance is the responsibility of the Buyer.

6. The cost of preparation of the deed, acknowledgments to the deed and recording fees are the responsibility of the Buyer. All state and local realty transfer taxes, Two Percent (2%) of the Purchase Price, shall be paid by the Buyer. Real estate taxes shall be pro-rated to the date of Settlement. Water and sewer rates and other lienable utilities shall be paid by the Seller to the date of Settlement. Any fees, including tax or utility certification fees for services which the Seller has not specifically engaged, shall be paid by Buyer. Seller will not be responsible for any testings or inspections required by any lending institution.

7. The Property is being sold **"AS IS"** with no inspection contingencies and no warranties implied or stated from Seller.

8. Buyer acknowledges receipt of a completed Seller's Property Disclosure form made available prior to and on the day of the sale.

9. Possession will be given to the Buyer at the time of Settlement.

10. The Seller reserves the right to reject any or all bids, and withdraw the premises from sale.

11. The Real Estate Buyer acknowledges that his obligation under these Conditions of Sale is **NOT** conditioned upon his ability to obtain any financing of the purchase price.

12. In case of non-compliance with these Conditions of Sale by the Real Estate Buyer, the Seller, in addition to all remedies provided by law, shall have the option either:

(a) To retain the Buyer's deposit money as liquidated damages, regardless of whether or not, or on what terms, the property is resold; or

(b) To resell the Property at public or private sale, with or without notice to the present Buyer, and to retain any advance in price, or hold the present Buyer liable for any loss resulting from such resale, meanwhile holding the deposit paid hereunder as security for or toward payment of any such loss.

13. Special conditions:

(a) If the property is subject to any preferential tax assessment such as "Clean and Green," and if the Buyer after settlement causes a violation of the preferential assessment, Buyer shall be solely responsible for the payment of all roll-back taxes, interest and penalties and shall indemnify Seller from same.

(b) Purchasers acknowledge that the property is located in Arbor Gate which is a land lease community and they are fully aware that the land will be leased and they will be subject to land rent and the rules and regulations of the Arbor Gate and together with the rights and obligations accruing to Purchasers under the terms of that certain Land Lease for the above referenced lots, referenced in the Memorandum of Lease, recorded concurrently with the Deed, more specifically described in attached **Exhibit 'B'**.

# REAL ESTATE AGREEMENT

We, the undersigned, being the Seller and Buyer of the real estate mentioned in the foregoing Conditions of Sale, hereby declare and agree that _____ _____, of _____ _____, (telephone #_____), has/have become the Buyer(s) of the aforesaid premises for the sum of _____ Dollars (the "Purchase Price") and that the sum of _____ Dollars has been paid directly to the Seller, the receipt of which is hereby accepted by way of deposit, and in part payment of the said Purchase Price. If the Buyer, or persons claiming under the Buyer, shall take possession of the premises or any part thereof prior to the time of Settlement, and thereafter default in the payment of the purchase price, or in the performance of any other conditions of sale, the Buyer does hereby authorize any attorney of any court of record in Pennsylvania, to appear for him and confess judgment in an amicable action of ejectment for recovery of possession of said premises, against the said Buyer, or any other person or persons in possession of said premises, or any portion thereof, and in favor of the Seller of said premises, and direct the issuing of a writ of possession, with clause of seizure, waiving all irregularities, without notice, and without asking leave of court.

Witness our hands and seals this 4th day of December, 2026.

**SELLER:**
Estate of Harold C. Schaeffer

By_____
Decora K. Keim, Executrix

_____

**BUYER:**

_____

_____

**EXHIBIT "A"**

**ALL THAT CERTAIN** Air Space Estate, as defined in a Declaration of Covenants and Restrictions for Arborgate, a lease-hold residential park, recorded on February 6, 1997 in the Office of the Recorder of Deeds in and for the Lebanon County, PA in Misc. Book 191, Page 59, and as amended by that certain Phase VI Declaration of Covenants and Restrictions dated and recorded November 1, 2000 in Record Book 234, Page 164, and as further amended by a First Amendment recorded May 23, 2001 in Misc. Book 240, Page 348 Lebanon County Records, (referred to herein as "the Declaration") above Lot No. 93 as shown on a final Subdivision Plan/Land Development Plan prepared by Rettew Associates and recorded on or about July 2, 2004 in the Office of Recorder of Deeds in and for Lebanon County, PA in Plan Book 59, Page 28, which lot is situate in the Township of Jackson, County of Lebanon and Commonwealth of Pennsylvania, Pennsylvania:

**BEGINNING** at a point along the westerly right of way line of Springhouse Drive, said point being a corner of Lot No. 95 on a prior phase of Arbor Gate; thence along the same, North 84 degrees 20 minutes 27 seconds West, a distance of 120.00 feet to a point, a corner of Lot No. 97; thence along the same, North 12 degrees 31 minutes 45 seconds West, a distance of 81.05 feet to a point, a corner of Lot No. 92; thence along the same, South 87 degrees 28 minutes 34 seconds East, a distance of 141.08 feet to a point along the westerly right of way line of Springhouse Drive; thence along the same, the following two courses and distances: (1) South 2 degrees 31 minutes 26 seconds West, a distance of 75.00 feet to a point of tangency, and (2) by a curve deflecting to the right, having a radius of 285.00 feet, an arc distance of 5.65 feet, the chord of said arc being South 03 degrees 05 minutes 30 seconds West, a distance of 5.65 feet to the point and place of **BEGINNING.**

**CONTAINING** 10,361 square feet of land.

**BEING** Lot No. 93 on Plan Book 59, Page 28, Lebanon County Records.

**BEING THE SAME PREMISES** which Arbor Gate, LTD., a Pennsylvania corporation by Deed dated March 10, 2008 and recorded on March 12, 2008 in the Office of Recorder of Deeds in and for the County of Lebanon, Pennsylvania, in record Book 2113, Page 482, granted and conveyed unto Harold C. Schaeffer and Betty J. Schaeffer, husband and wife.

**AND THE SAID** Betty J. Schaeffer died to wit: June 16, 2026, whereby under the laws of the Commonwealth of Pennsylvania, relating t tenancy by the entireties, entire fee vested in Harold C. Schaeffer.

Prepared by: First American Abstract of PA
Return to: First American Abstract of PA
1476 Lititz Pike
Lancaster, PA 17601

Tax Parcel No.: part of 23-73-570

## MEMORANDUM OF LEASE

**THIS MEMORANDUM** is to confirm the existence of a Land Lease between Arbor Gate Ltd., a Pennsylvania Corporation with offices at 530 Trout Run Road, Ephrata, PA 17522 ("Lessor") and **Harold C. Schaeffer and Betty J. Schaeffer**, husband and wife with an address of 50 Springhouse Drive, Myerstown, PA 17067 ("Lessee"), dated March 10, 2008. The leased property is:

**ALL THAT CERTAIN** lot or tract of land known as **Lot No. 93** as shown on a final Subdivision/Land Development Plan prepared by Rettew Associates and recorded on or about July 2, 2004 in the Office of the Recorder of Deeds in and for Lebanon County, PA in Plan Book **59**, Page **28**, which lot is situate in the **Township of Jackson**, County of Lebanon and Commonwealth of Pennsylvania and is more specifically described on Exhibit "A" attached hereto and made a part hereof.

The term of the Lease is for fifty (50) years, commencing on the date hereof, and includes twenty (20) year renewal options.

Dated: March 14, 2008

ARBOR GATE, LTD.

BY: Scott A. Huber

**Scott A. Huber, Asst. Secretary**
Lessor

Dated: March 10, 08

Harold C. Schaeffer

**Harold C. Schaeffer, Lessee**

Betty J. Schaeffer

**Betty J. Schaeffer, Lessee**

**Exhibit "A"**

Beginning at a point along the Westerly right of way line of Springhouse Drive, said point being a corner of Lot No. 95 on a prior phase of Arbor Gate; thence along the same, North 84 degrees, 20 minutes, 27 seconds West, a distance of 120.00 feet to a point, a corner of Lot No. 97; thence along the same, North 12 degrees, 31 minutes, 45 seconds West, a distance of 81.05 feet to a point, a corner of Lot No. 92; thence along the same, South 87 degrees, 28 minutes, 34 seconds East, a distance of 141.08 feet to a point along the Westerly right of way line of Springhouse Drive; thence along the same, the following two courses and distances: (1) South 02 degrees, 31 minutes, 26 seconds West, a distance of 75.00 feet to a point of tangency, and (2) by a curve deflecting to the right, having a radius of 285.00 feet, an arc distance of 5.65 feet, the chord of said arc being South 03 degrees, 05 minutes, 30 seconds West, a distance of 5.65 feet to the point and place of Beginning.

CONTAINING 10,361 square feet of land.

BEING Lot No. 93 on Plan Book 59, Page 28, Lebanon County records.

COPY

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LEBANON**

On this the 18th day of March, 2008, before me a Notary Public, personally appeared **Scott A. Huber** who acknowledged himself to be the **Asst. Secretary** of Arbor Gate, Ltd., and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Edward H. Williams
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Edward H. Williams, Notary Public
Manheim Twp., Lancaster County
My Commission Expires Aug. 10, 2008
Member, Pennsylvania Association Of Notaries

COMMONWEALTH OF PENNSYLVANIA
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Edward H. Williams, Notary Public
Manheim Twp., Lancaster County
My Commission Expires Aug. 10, 2008
Member, Pennsylvania Association Of Notaries

COPY

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LEBANON**

On this the 18th day of March, 2008, before me a Notary Public, personally appeared **Harold C. Schaeffer and Betty J. Schaeffer** who acknowledged himself/herself to be the person/s whose name/s is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Edward H. Williams
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Edward H. Williams, Notary Public
Manheim Twp., Lancaster County
My Commission Expires Aug. 10, 2008
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REV-183 EX (6-96)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

20080 3675

**See Reverse for Instructions**

| RECORDER'S USE ONLY | |
|---|---|
| State Tax Paid | 49.93 |
| Book Number | 2113 |
| Page Number | 487 |
| Date Recorded | 3/12/08 |

Complete each section and file in duplicate with Recorder of Deds when (1) the full value/consideration is not as set forth in deed, (2) when the deed is without consideration, or by gift, or (3 a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

## A CORRESPONDENT - All inquiries may be directed to the following person:

| Name | | Telephone Number: | |
|---|---|---|---|
| Arbor Gate Ltd. | | Area Code ( 717 ) | 733-3545 |
| **Street Address** | **City** | **State** | **Zip Code** |
| 100 Freeman Drive | Lebanon | PA | 17042 |

## B TRANSFER DATA

| Date of Acceptance of Document | | | |
|---|---|---|---|
| **Grantor(s)/Lessor(s)** | | **Grantee(s)/Lessee(s)** | |
| Arbor Gate, Ltd. | | Harold C. and Betty J. Schaeffer | |
| **Street Address** | | **Street Address** | |
| 100 Freeman Drive | | 50 Springhouse Drive | |
| **City** | **State / Zip Code** | **City** | **State / Zip Code** |
| Lebanon | PA 17042 | Myerstown | PA 17067 |

## C PROPERTY LOCATION

| Street Address | City, Township, Borough | |
|---|---|---|
| 50 Springhouse Drive | Jackson Township | |
| **County** | **School District** | **Tax Parcel Number** |
| Lebanon | ELCO | part of 23-73-570 |

## D VALUATION DATA

| 1. Actual Cash Consideration | 2. Other Consideration | 3. Total Consideration |
|---|---|---|
| NONE | + NONE | = NONE |
| **4. County Assessed Value** | **5. Common Level Ratio Factor** | **6. Fair Market Value** |
| $679.26 | x 7.35 | $4,992.57 |

## E EXEMPTION DATA

| 1a. Amount of Exemption Claimed | 1b. Percentage of Interest Conveyed |
|---|---|
| 0 | 100% Leasehold Interest |

2. **Check Appropriate Box Below for Exemption Claimed**

- ☐ Will or intestate succession _____ (Name of Descendant) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and Instrumenetalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- ☐ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed, if other than listed above.) Value is based on 145.67 acres (+/-), total farm. Lease is for 10,361 sq. ft., or 0.00163 % of total farm. Total farm assmt on land is $416,000.00 x 0.00163 = Co. assessed value of $ 679.26 x 7.35 CLR = fair market value, upon which transfer tax is based

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

| Signature of Correspondent of Responsible Party | Date |
|---|---|
| Scott A. Hall | 3/10/08 |

002676

COUNTY OF LEBANON
RECORDER OF DEEDS
Donna J. Lutz, Recorder
400 South 8th Street Room 107
Lebanon, Pennsylvania 17042-6794

Instrument Number - 200803675
Recorded On 3/12/2008 At 1:08:32 PM
* Instrument Type - MEMORANDUM
Invoice Number - 139873
* Grantor - ARBOR GATE LTD
* Grantee - SCHAEFFER, HAROLD C

Book - 2113 Starting Page - 487
* Total Pages - 5

* FEES

| | |
|---|---|
| STATE TRANSFER TAX | $49.93 |
| STATE WRIT TAX | $0.50 |
| JCS/ACCESS TO JUSTICE | $10.00 |
| RECORDING FEES - RECORDER OF DEEDS | $15.00 |
| COUNTY ARCHIVES FEE | $2.00 |
| ROD ARCHIVES FEE | $3.00 |
| EASTERN LEBANON SCHOOL DISRICT REALTY TA | $24.97 |
| JACKSON TOWNSHIP | $24.96 |
| TOTAL PAID | $130.36 |

**This is a certification page**

**DO NOT DETACH**

**This page is now part of this legal document.**

COPY

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Lebanon County, Pennsylvania.

Donna J. Lutz
Recorder of Deeds

RECORDER'S OFFICE * LEBANON COUNTY, PA *

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.