

CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The highest bidder shall be the purchaser upon the property being struck off to that bidder. Immediately thereafter such bidder must sign Purchaser's Acceptance which is part of these conditions. Further, Purchaser shall immediately pay down ten percent (10.0%) of the purchase money as security for the performance of this agreement. If any dispute arises among the bidders, such dispute shall be raised immediately, and the property shall immediately be put up for renewal of bidding. The right is reserved to reject any and all bids.

2. Purchaser shall pay the balance of the purchase money on or before August 19, 2024 (Settlement). Upon said payment, Seller will convey to Purchaser, by deed prepared at Purchaser's expense, fee simple title to the premises, good and marketable, free and clear of all liens and encumbrances not noted on these Conditions, but subject to any existing wall rights, easements, building or use restrictions, encroachments of cornices, trim, spouting on either side of boundary lines, encroachments of any kind within the rights-of-way of public streets or roads, rights of utilities, zoning or land subdivision or development regulations, other municipal ordinances, and present or future rights of public authorities with respect to public highways.

3. Seller represents (a) that there are no pending and unsettled eminent domain proceedings, no recent appropriations by the filing of the State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property of which Seller has knowledge; and (b) that no part of the property, except any part within utility reserved strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, any petroleum products pipeline or public storm sewer, or any other easement which is not apparent upon reasonable physical inspection, except as noted in these conditions.

4. Any survey desired by Purchaser shall be at the sole expense of Purchaser, for whatever reason desired or needed.

5. Zoning for the premises is Agricultural. The premises is not in the historic district.

6. Possession shall be given to Purchaser at Settlement.

7. All buildings, improvements, rights, liberties, privileges and the appurtenances thereto belonging are included in the sale as well as electric, heating, plumbing, lighting, and water plants, fixtures and systems; water softeners; central air conditioning system; stove; storm and fitted screen doors and windows; venetian blinds, curtain and drapery rods and hardware; cabinets; awnings; garbage disposal; and any articles permanently annexed to the property not specifically mentioned.

The following specially are NOT included in the sale: All appliances, including refrigerators, freezers, washer, dryer, and the like.

8. At settlement the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for: (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's and Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

9. Formal tender of deed and purchase money are waived. Settlement shall be made at the office of attorney or title company for Purchaser in Lancaster County, Pennsylvania.

10. Seller agrees to continue in force the present fire insurance amounting to: \$478,000.00 on the house; \$194,500.00 on the upper barn; \$20,500.00 on the garage; and \$83,000.00 on the lower barn, until delivery of deed or possession to Purchaser, whichever shall first happen; and any money collected or to be collected on account of loss or damage occurring after this date and before delivery of deed or possession shall be credited upon the purchase money. If the amount, type, or coverage of insurance is not satisfactory to Purchaser, Purchaser may increase the amount and/or purchase other policies and/or coverage at Purchaser's own expense insuring Purchaser's interest therein. Purchaser assumes risk of ordinary wear and tear of any item covered by Seller's or Purchaser's insurance, or of anything which occurs after Purchaser has been given the right of possession.

11. Real estate taxes shall be apportioned to date of Settlement or prior receipt of possession by Purchaser on a fiscal year basis.

12. Seller shall pay acknowledgments to the deed.

13. All Real Estate Transfer Taxes shall be paid by the Purchaser.

14. The property is not served by public sewer or water.

15. Any "Disbursement" or similar fees purported to be charged by Purchaser's title insurance company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.

16. Should Purchaser fail to comply with these Conditions, Seller shall, in addition to other remedies provided by law, have the option either (a) to retain Purchaser's down-payment as liquidated damages regardless of whether, or on what terms the premises are resold, or (b) to resell the premises at public or private sale, with or without notice to Purchaser, and to retain any advance in price or to hold Purchaser liable for any loss resulting from such sale, meanwhile holding the down-payment as security for or toward payment of any such loss.

17. The property to be sold is described in Exhibit "A" appended hereto and made a part hereof.

18. No representations are being made by Seller as to the condition of the improvements situated on the premises, and this sale is NOT contingent upon any desire of Purchaser, or requirement of Purchaser's mortgagee/s, that there be satisfactory plumbing, heating, roofing, or termite or other inspections made prior to Settlement. If any corrections are determined to be advisable or required by any lender, such corrections or any other action shall be made at the sole expense of the Purchaser.

19. The premises are being sold "as is". Seller has no obligation to comply with any requirements of a lender to Purchaser.

20. Seller makes no warranty as to condition of the property as to environmental matters. Seller has conducted no investigation but has no actual knowledge of any environmental hazards,

including, but not limited to, radon, asbestos, and urea-formaldehyde insulation. This sale is not conditioned in any way upon satisfactory tests having been made prior to Settlement.

21. The premises are subject to public and private rights in and to that portion of the premises lying in the bed of Spooky Nook Road and Old Harrisburg Pike.

22. The premises are subject to the riparian rights of others in and to streams crossing the premises.

23. The premises are subject to the rights granted to Pennsylvania Power & Light Company as set forth in Deed Books I-31, 103; M-31, Page 255; and I-56, Page 95, as set forth in Exhibit "B" appended hereto and made a part hereof.

24. The premises are subject to the rights granted to American Telegraph and Telephone Company of Pennsylvania as set forth in Deed Books C-38, Page 84; and D-38, Page 14, as set forth in Exhibit "C" appended hereto and made a part hereof.

25. The premises are subject to the Declaration of Grantors to Add Land or Create an Agricultural Security Area (ASA) as set forth in Document # 5080269, which is appended hereto as Exhibit "D" and made a part hereof.

26. The premises are subject to the Application for Act 319 (Clean and Green) as set forth in Document # 5181249, which is appended hereto as Exhibit "E" and made a part hereof.

27. The premises are subject to the Grassland Reserve Program Conservation Easement as set forth in Document # 5542589 and re-recorded in Document # 6068537, which Documents are appended hereto as Exhibit "F" and made a part hereof.

28. The premises are subject to the Right-of-Way/Easement Extinguishment Agreement as set forth in Document # 5824407, which is appended hereto as Exhibit "G" and made a part hereof.

29. The premises are subject to the rights granted to PPL Electric Utilities Corporation as set forth in Document # 5902042, which is appended hereto as Exhibit "H" and made a part hereof.

30. There is no community sewage system available for this tract. A permit for a new, expanded or changed individual sewage

system will have to be obtained pursuant to Section 7 of the Pennsylvania Sewage Facilities Act (Act No. 537 of Jan. 24, 1966, P.L. (1965) 1535; 35 P.S. §750.7

Purchaser should contact West Hempfield Township to determine the procedure and requirements for obtaining a permit for any new, expanded or changed individual sewage system.

31. Although the water supply has been sufficient for use of two (2) persons, and for washing and rinsing show cattle on a daily basis, no representation is made either as to potability or as to sufficiency of supply for needs of any particular purchaser.

Claude J. Furlong

Kenneth R. Rice

PURCHASER'S ACCEPTANCE

The undersigned Purchaser, having agreed to purchase the real estate mentioned in the foregoing Conditions of Sale subject to said Conditions, executes this Purchaser's Acceptance and agrees that it shall be binding upon Purchaser and the heirs, personal representatives, successors and assigns of Purchaser.

Should possession of the premises be acquired by Purchaser before payment of the purchase money, and should Purchaser fail to make payments when due, Purchaser authorizes the Prothonotary or any Court of Record to appear for Purchaser in any Court of Record and confess judgment in an amicable action of ejectment against Purchaser in favor of Seller or the latter's assigns for the possession of said premises and directs the issuing of a writ of possession with writ of execution for costs, waiving all irregularities, without notice, without asking leave of court, waiving present or future exemption laws and waiving right of appeal.

The sum Purchaser has agreed to pay is _____

Dollars (\$) _____).

Executed this _____, 2024.

WITNESS:

Purchaser

Post Office Address of Purchaser:

RECEIPT

Received from above Purchaser, on the date mentioned above, on
account of the purchase price of _____

Dollars (\$) _____), Purchaser's Deposit in the
amount of _____ (\$ _____).

Claude J. Furlong

Kenneth R. Rice

Seller

Exhibit "A"

Tract #1

ALL THAT CERTAIN tract of land with the improvements thereon erected situate northwest of a public road leading from Salunga to Marietta, known as the Marietta Road, in West Hempfield Township, Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner thereof at an iron pin marking the northwest corner of the premises of Salunga Land Development Company, Inc., of which this tract was formerly a part and located at the southeastern side of what was formerly a street car right-of-way at a corner of land now the property of Earl Godshalk; thence extending along land of said Earl Godshalk; the following 7 courses and distances as follows: (1) North 83 degrees 25 minutes East, 120 feet to an iron pin; (2) thence North 87 degrees 32 minutes East, 50 feet to an iron pin; (3) thence South 84 degrees 7 minutes East, 100 feet to an iron pin; (4) thence South 75 degrees 33 minutes East, 100 feet to an iron pin; (5) thence South 68 degrees 21 minutes East, 100 feet to an iron pin; (6) thence South 63 degrees 24 minutes East, 131.8 feet to an iron pin; (7) thence South 54 degrees 21 minutes East, 7 feet to an iron pin at the termination of a 24-foot right-of-way over other land of Salunga Land Development Company, Inc., northwestward from the Marietta Road; thence extending by land retained by Salunga Land Development Company, Inc. of which this was formerly a part, South 54 degrees 48 minutes West, 408.20 feet to an iron pin on line of land now or late of the Benjamin J. Breneman Estate; thence by said land of the Breneman Estate North 34 degrees 59 minutes West, 435.50 feet to the place of BEGINNING.

CONTAINING 2.31 acres of land, more or less, in accordance with a survey of Howard H. Ranck, Registered Surveyor, dated April 6, 1965.

Tract #2

ALL THAT CERTAIN tract of land situate along Old U.S. Highway Route 230 at Salunga in West Hempfield Township, Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner thereof, a point in the center of Legislative Highway 36184, formerly U.S. 230, leading from Salunga to Mt. Joy, a corner of land conveyed by Earl M. Godshalk to Landisville Camping, Inc. and on the southern boundary line of land of Penn Central Railroad; thence extending along said Railroad (120 feet south from the center line thereof), by a curved line curving to the left and having a radius of 5,609.65 feet and determined by a chord bearing South 72 degrees 40 minutes East, 243.40 feet to a stake; thence extending along the same, by a straight line, South 69 degrees 11 minutes East, 363 feet to a stake; thence extending North 20 degrees 49 minutes East, 40 feet to a stake on the southern boundary line of Penn Central Railroad (80 feet south of the center line thereof); thence along the same, South 69 degrees 11 minutes East, 909.48 feet to an iron pin; thence by land conveyed to Richard Nissley, et al, South 15 degrees 54 minutes West, 222.50 feet to an iron pin at the northern side of Legislative Highway 36184 aforesaid (40 feet north of the center line thereof); thence extending along the north side of said Highway, by land of Richard Nissley, et al, South 74 degrees 6 minutes East, 160.90 feet to an iron pin; thence continuing on the same course, 30.1 feet to an iron pin; a total distance of 198 feet to an iron pin at the north side of said Highway; thence crossing the Highway diagonally and by land now or late of Edward M. Wissler, South 52 degrees 19 minutes East, 804.08 feet to an iron pin; thence by land of the same, South 49 degrees 35 minutes East, 273.40 feet to an iron pin; thence by the same, by a line curving to the left, by a chord bearing South 51 degrees 10 minutes East, 156.80 feet to a point; thence along the same, South 56 degrees 4 minutes East, 423.20 feet to an iron pin at the northwest side of the State Highway leading from Salunga to Marietta; thence extending along the northwest side of said Highway, South 64 degrees 37 minutes West, 81.20 feet to an iron pin; thence extending along the north side of a private driveway, by land of Salunga Land Co., North 50 degrees 51 minutes West, 384.20 feet to an iron pin; a corner of land of George Metzler and wife; thence extending by said land of George Metzler and wife, North 52 degrees 18 minutes West, 209 feet to an iron pin; thence North 79 degrees 40 minutes West, 184.20 feet to an iron pin; thence North 88 degrees 40 minutes West, 53.60 feet to an iron pin; thence South 80 degrees 2 minutes West, 50 feet to an iron pin; thence South 76 degrees 51 minutes West, 112.10 feet to an iron pin; thence South 74 degrees 51 minutes West, 56 feet to an iron pin; thence by land of the same, South 34 degrees 59 minutes East, 17.20 feet to an iron pin; thence by land of the Annie Breneman Estate, South 67 degrees 48 minutes West, 1,361.60 feet to an oak tree; thence extending North 24

Tract # 2 (continued)

degrees 34 minutes West, 291.20 feet to a point in Chiques Creek; thence extending along in said creek, North 32 degrees 46 minutes East, 201.30 feet to a point; thence North 8 degrees 00 minutes West, 66 feet to a point; thence South 49 degrees 30 minutes West, 24.70 feet to a point in the creek; thence extending along in the same, North 24 degrees 6 minutes West, 498.20 feet to a point in the creek, a corner of land conveyed to E. R. Noll; thence extending by said land of E. R. Noll, North 48 degrees 30 minutes East, 180.52 feet to an iron pin; thence North 34 degrees 15 minutes West, 40 feet to an iron pin; thence North 48 degrees 30 minutes East, 45 feet to an iron pin; thence North 33 degrees 56 minutes West, 648.09 feet to an iron pin in concrete at the east side of a private driveway (premises of E. R. Noll); thence extending by the same, North 26 degrees 40 minutes East, 41.48 feet to an iron pin at the south side of Legislative Highway 36184 (formerly U.S. 230), 40 feet south of the center line thereof; thence extending along said Highway, North 50 degrees 32 minutes West, 53.22 feet to an iron pin; thence South 40 degrees 50 minutes West, 142.54 feet to a point in Chiques Creek (having crossed an iron pin at the east side of said creek); thence extending along in Chiques Creek, North 29 degrees 34 minutes West, 376.60 feet to a point in the creek, a corner of land conveyed to Landisville Camping, Inc.; thence extending by said land, leaving the creek, and extending into Legislative Highway 36184 aforesaid, South 74 degrees 42 minutes East, 187.73 feet to a point in the center of the Highway; thence extending along in the center of the Highway, North 35 degrees 10 minutes West, 99.98 feet to the place of BEGINNING.

The above description contains 47.86 acres but there should be excluded from the foregoing description the bed of Old U.S. Route 230 (L.R. 36184), which traverses the property, which bed contains 3.20 acres, leaving a net acreage of 44.66 acres. The foregoing description is taken from the survey made by Howard H. Ranck, R.S., dated November 29, 1974.

Tract #3

ALL THAT CERTAIN tract of land situate in West Hempfield Township, Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING a the northeast corner thereof, an iron pin at the north side of a private driveway, extending a distance of 384.85 feet from a point in the State Highway leading from Marietta to Salunga, said driveway extending northwestward to premises of George Metzler from the aforesaid State Highway and being a corner of land of Earl Godshalk and Russell Cooper; thence extending across said private driveway, by land of Russell Cooper, South 36 degrees 24 minutes West, 30.50 feet to an iron pin, a corner of land of George Metzler and wife; thence by said land, the following seven courses and distances: (1) North 54 degrees 21 minutes West, 7 feet, (2) North 63 degrees 24 minutes West, 131.80 feet, (3) North 68 degrees 21 minutes West, 100 feet, (4) North 75 degrees 33 minutes West, 100 feet, (5) North 84 degrees 7 minutes West, 100 feet, (6) South 89 degrees 32 minutes West, 50 feet, and (7) South 83 degrees 25 minutes West, 120.50 feet to an iron pin, a corner between lands of Benjamin Breneman Estate and Earl Godshalk; thence extending by land retained by Earl Godshalk, the following seven courses and distances: (1) North 34 degrees 59 minutes West, 17.20 feet to an iron pin, (2) North 74 degrees 51 minutes East, 56 feet to an iron pin, (3) North 76 degrees 51 minutes East, 112.10 feet to an iron pin, (4) North 82 degrees 2 minutes East, 50 feet to an iron pin, (5) South 88 degrees 40 minutes East, 53.60 feet to an iron pin, (6) South 79 degrees 40 minutes East, 184.20 feet to an iron pin, and (7) South 52 degrees 18 minutes East, 209 feet to the place of BEGINNING.

CONTAINING 0.68 of an acre.

Tract #4

ALL THAT CERTAIN lot or tract of unimproved land being situate in the Township of West Hempfield, County of Lancaster and Commonwealth of Pennsylvania, and more fully bounded and described according to a survey prepared for Terra Grain by D. C. Gohn Associates, Inc., on March 8, 1977, Reference Dwg. No. BG-413:

BEGINNING at a point in the center of Prospect Road as relocated (Pennsylvania Legislative Route 36065), a corner of property of the Benjamin Breneman Estate, said point being also known as PennDot Centerline Station of said Prospect Road, 26+83.37 and located northeast of the centerline intersection of said Prospect Road (Pennsylvania Legislative Route 36065) with Eby Chickies Road (Township Road 364 by a distance of 2,072.75 feet; thence leaving the center of Prospect Road (Pennsylvania Legislative Route 36065) and continuing along said property of the Benjamin Breneman Estate on a course of North 26 degrees 47 minutes 00 seconds West, a distance of 764.61 feet to a point in line of property of George H. and Dorothy F. Metzler; thence continuing along the same on a course of North 63 degrees 26 minutes 12 seconds East, a distance of 539.27 feet to an iron pin (set by others) in line of other property of George H. and Dorothy F. Metzler; thence continuing along the same and along property of the Salunga Land Development Company on a course of South 42 degrees 49 minutes 07 seconds East, a distance of 715.24 feet to a point in the aforesaid centerline of Prospect Road as relocated (Pennsylvania Legislative Route 36065), PennDot Centerline Station 34+24.01 of said Prospect Road; thence continuing in and along the center of said Prospect Road (Pennsylvania Legislative Route 36065) on a course of South 57 degrees 23 minutes 42 seconds West, a distance of 740.64 feet to a point, the place of BEGINNING.

CONTAINING an area of 10.71717 acres of land which includes the legal right-of-way area of Prospect Road as relocated (Pennsylvania Legislative Route 36065).

EXCEPTING AND RESERVING FROM TRACT #2, above described, premises which George H. Metzler and Dorothy F. Metzler, husband and wife, by Deed dated April 4, 1977 and recorded in the Recorder of Deeds Office in and for Lancaster County, PA in Deed Book T, Volume 70, page 341, and by Corrective Deed dated October 27, 1977 and recorded in the Recorder of Deeds Office in and for Lancaster County, PA in Deed Book O-72, page 340, granted and conveyed unto John H. Burkhart.

BEING THE SAME PREMISES which Dorothy F. Metzler, widow, by Deed dated December 29, 2004 and recorded December 29, 2004 in the Recorder of Deeds Office in and for Lancaster County, PA in Document # 5386950, granted and conveyed unto Claude J. Furlong and Kenneth R. Rice, their heirs and assigns, as tenants in common.

Exhibit "B"

18186 J. M. CAIN ET. VI.
BY
PENNA. POWER & LIGHT CO.

LANCASTER RURAL (ELM) DISTRIBUTION SYSTEM. KNOW ALL MEN BY THESE PRESENTS, That we, J. M. Cain and A. Kathryn Cain, his wife, of Lancaster Township, Lancaster County, Pennsylvania, in consideration of the sum of One Dollar (\$1.00), to us in hand paid by Pennsylvania Power & Light Company, the receipt whereof is hereby acknowledged, and the further sum of twenty five (\$25.00/100) Dollars to be paid to us when the rights hereby granted are exercised, do hereby grant unto said Company, its successors, assigns and lessees, the right, privilege and authority to construct, reconstruct, maintain and operate its electric lines, including poles, wires, fixtures and apparatus upon, over or along property which we own or in which we have any interest along the highway commonly known as Elm Street between West End and Ryder Ave., located in the Township of Lancaster, County of Lancaster, State of Pennsylvania; and also to trim and keep trimmed any and all trees which we own or in which we have any interest, which in the judgment of said Company, may interfere with the construction, reconstruction, maintenance or operation of its electric lines, poles, wires, fixtures and apparatus on and along the said property.

And, furthermore, we grant unto said Company, its successors, assigns and lessees, the privilege of placing necessary guys and stub poles upon, over and along the property which we own or in which we have any interest, abutting on said highway, WITNESS our hands and seals this 13th day of November, A. D. 1931. Sealed and delivered in the presence of
J. M. Cain (SEAL)
A. Kathryn Cain (SEAL)

I, A. C. Lawson Nov, November 13, 1931, we acknowledge the receipt of the sum of twenty five Dollars, being the full consideration above mentioned. J. M. Cain A. Kathryn Cain

STATE OF PENNSYLVANIA COUNTY OF LANCASTER SS: On the 1st day of June, 1933, before me, the subscriber, a Notary Public, for the Commonwealth of Pennsylvania, commissioned for and residing in the City of Allentown County of Lehigh came the above named J. M. Cain and A. Kathryn Cain and acknowledged the within instrument to be their act and deed, and desired the same to be recorded as such. WITNESS my hand and official seal the day and year aforesaid. My Commission expires Feb. 25, 1937. A. C. Lawson, Notary Public. (N. P. SEAL)
Recorded June 6, 1933. H. P. Keith Deputy Recorder.

18186 JEROME S. KANDIG ET. AL. TRUSTEES
BY
PENNA. POWER & LIGHT CO.

LANCASTER-ROHRERS TOW-ELIZABETHTOWN-ET. JOY LINE, KNOW ALL MEN BY THESE PRESENTS, That We Jerome S. Kandig and Annie H. Brennan, Trustees for the Estate of Benjamin B. Brennan, Both residing in Selunga, Lancaster Co., Pa., in consideration of the sum of One Dollar (\$1.00), to us in hand paid by Pennsylvania Power & Light Company, the receipt whereof is hereby acknowledged, and the further sum of thirty five Dollars to be paid to us when the rights hereby granted are exercised, do hereby grant unto said Company, its successors, assigns and lessees, the right, privilege and authority to construct, reconstruct, maintain and operate its electric lines, including poles, wires, fixtures and apparatus upon, over or along property which we own or in which we have any interest along the Abandoned Lancaster-Elizabethtown Trolley right of Way, located in the township of West Hempfield, County of Lancaster, State of Pennsylvania; and also to cut down no trees but to trim and keep trimmed any and all trees which we own or in which we have any interest, which in the judgment of said Company, may interfere with the construction, reconstruction, maintenance or operation of its electric lines, poles, wires, fixtures and apparatus on and along the said property.

And, furthermore, we grant unto said Company, its successors, assigns and lessees, the privilege of placing necessary guys and stub poles upon, over and

along the property which we own or in which we have any interest, abutting on said highway. WITNESS our hands and seals this 15th day of March, A. D. 1935.

Sealed and Delivered in the Presence of
Thos. G. Schaffer
Jerome S. Kendig Trustee (SEAL)
Annie M. Breneman Trustee (SEAL)
Trustees for the Estate of Benjamin B. Breneman.

Now, June 6, 1935, we acknowledge the receipt of the sum of Thirty-nine & no/100 Dollars, being the full consideration above mentioned. Jerome S. Kendig Trustee Annie M. Breneman.
STATE OF PENNSYLVANIA COUNTY OF LANCASTER SS: On the 15th day of March, 1935, before me, the subscriber, a Notary Public, for the Commonwealth of Pennsylvania, commissioned for and residing in the City of Allentown County of Lehigh came the above named Jerome S. Kendig, a Trustee for the Estate of Benjamin B. Breneman and acknowledged the within instrument to be his act and deed as such Trustee and desired the same to be recorded as such. WITNESS my hand and official seal the day and year aforesaid.

My Commission expires March 30, 1935. Thos. G. Schaffer Notary Public (U.P. SEAL)

STATE OF PENNSYLVANIA COUNTY OF LANCASTER SS: On the 15th day of March, 1935, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, commissioned for and residing in the City of Allentown County of Lehigh came the above named Annie M. Breneman, a Trustee for the Estate of Benjamin B. Breneman, and acknowledged the within instrument to be her act and deed as such Trustee, and desired the same to be recorded as such. WITNESS my hand and official seal the day and year aforesaid.

My Commission expires March 30, 1935. Thos. G. Schaffer Notary Public (U.P. SEAL)

Recorded June 18, 1935, * * * * * *Geo. T. Keith* Recorder.

16212 RALPH S. BRINER ET AL. TO PENNA. POWER & LIGHT CO.

HARRISBURG-SAFE HARBOR LINE, KNOW ALL MEN BY THESE PRESENTS, That We, Ralph S. Brinser and Kathryn E., also known as (Cath-rine) his wife, residing in Mt. Joy Township, Lancaster Co., Pa., in consideration of the sum of One Dollar (\$1.00) to us in

hand paid by Pennsylvania Power & Light Company, the receipt of which is hereby acknowledged, do hereby for ourselves, our heirs, executors, administrators or assigns, agree that said Pennsylvania Power & Light Company, its successors, assigns and lessees, shall have the right at any time prior to July 1, 1934, to elect to exercise the right to construct, operate and maintain and from time to time to reconstruct its electric lines in the manner set forth in a certain agreement between the parties hereto dated August 7, 1931, upon, across, over and along property which we own or in which we have any interest, situate in the Township of Mt. Joy, County of Lancaster, State of Pennsylvania, being the same property referred to in said agreement. IN WITNESS whereof, We have hereunto set our hands and seals this 2nd day of May 1935.

Witnesses
Thos. G. Schaffer
Ralph S. Brinser (SEAL)
Cathrine E. Brinser (SEAL)
Kathryn E. Brinser (SEAL)

COMMONWEALTH OF PENNSYLVANIA COUNTY OF LANCASTER SS: On this 2nd day of May, 1935, before me, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Allentown, County of Lehigh, personally appeared the above named Ralph S. Brinser and Kathryn also known as Cathrine E., his wife, and in due form of law acknowledged the above instrument to be their act and deed and desired the same to be recorded as such. WITNESS my hand and notarial seal the day and year aforesaid.

My Commission expires March 30, 1935. Thos. G. Schaffer, Notary Public (U.P. SEAL)

Recorded June 19, 1935. * * * * * *Geo. T. Keith* Recorder

Long Felts and Carl V., her husband, and acknowledged the within instrument to be their act and deed, and desired the same to be recorded as such. Witness my hand and official seal the day and year aforesaid. My Commission expires Jan. 20, 1935.

Geo. L. Keith, Notary Public (N. P. SEAL)

STATE OF PENNSYLVANIA COUNTY OF LANCASTER SS: On the 21st day of September, 1933, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, commissioned for and residing in the Borough of Lititz, County of Lancaster, came the above named Guy D. Bomberger, Guardian of Bernice W. Long and Ross E. Long, minors, and acknowledged the within instrument to be his act and deed as such guardian, and desired the same to be recorded as such. Witness my hand and official seal the day and year aforesaid. My Commission expires Jan. 20, 1935.

Geo. L. Keith, Notary Public (N. P. SEAL)

Recorded October 5, 1933, *Geo. L. Keith, Notary* Recorder.

19279
EMMA P. KENDIG
TO
PENNA. POWER & LIGHT CO.

LANCASTER-TOWNSHIP-ELIZABETHTOWN-PT. JOY LINE. KNOW ALL MEN BY THESE PRESENTS, That I, Emma P. Kendig (widow) residing at 110 So. Pennock Ave. Upper Darby, Pa., in consideration of the sum of One Dollar (\$1.00), to me in hand paid by Pennsylvania Power & Light Company, the receipt whereof is hereby acknowledged, and the further sum of Fifty Seven Dollars to be paid to me when the rights hereby granted are exercised, do hereby grant unto said Company, its successors, assigns and lessees, the right, privilege and authority to construct, reconstruct, maintain and operate its electric lines, including poles, wires, fixtures and apparatus upon, over or along property which I own or in which I have any interest along the abandoned Lancaster and Elizabethtown Trolley Right of Way, located in the Township of West Hempfield, County of Lancaster, State of Pennsylvania; and also to cut down no trees but and to trim and keep trimmed any and all trees which I own or in which I have any interest, which in the judgment of said Company, may interfere with the construction, reconstruction, maintenance or operation of its electric lines, poles, wires, fixtures and apparatus on and along the said property. And, furthermore, I grant unto said Company, its successors, assigns and lessees, the privilege of placing necessary guys and stub poles upon, over and along the property which I own or in which I have any interest, abutting on said highway.

WITNESS my hand and seal this 10th day of March A. D. 1933,

Sealed and delivered in the presence of
Frank L. Deibler, Jr.

Emma P. Kendig (SEAL)

Now, September 27th 1933, I acknowledge the receipt of the sum of Fifty seven (57) Dollars, being the full consideration above mentioned.

Emma P. Kendig

STATE OF PENNSYLVANIA COUNTY OF DELAWARE, SS: On the 27th day of September, 1933, before me, the subscriber, a Notary Public, for the Commonwealth of Pennsylvania, commissioned for and residing in the City of Allentown, County of Lehigh came the above named Emma P. Kendig and acknowledged the within instrument to be her act and deed, and desired the same to be recorded as such. Witness my hand and official seal the day and year aforesaid. My Commission expires March 7, 1935,

E. J. Reed, Notary Public (N. P. SEAL)

Recorded October 5, 1933, *Geo. L. Keith, Notary* Recorder.

19280
HENRY S. GROFF, ET. UX.
TO
PENNA. POWER & LIGHT CO.

ADAMSTOWN-BEAMSTOWN-SPHRATA-LINE. KNOW ALL MEN BY THESE PRESENTS, That we, Henry S. Groff, and Ella S., his wife, of East Cocalico Township, Lancaster County, Pennsylvania,

COLUMBIA RURAL DISTRIBUTION SYSTEM
UG SERVICE TO JOHN COOPER

PA 100-888A (8-65)

RECEIVED OF PENNSYLVANIA POWER & LIGHT COMPANY, \$ Dollar, in con-

sideration of which hereby grant unto said Company, its successors, assigns and lessees, the right to construct, reconstruct, operate and maintain its electric lines, consisting of UNDERGROUND SERVICE FACILITIES AS SHOWN ON SHEET NO. 111 ACILE HERE TO AND MADE A PART THEREOF wires, cables, fixtures and apparatus upon, across, over, under and along the property which own or in which have any interest, located IN SAJUNGA West of P. S. POT ROAD situate in the TOWNSHIP of WEST HAMPTON County of LANCASTER, Commonwealth of Pennsylvania; and along the public highways adjoining the said property, including the right of ingress and egress to and from the said lines for any of the aforesaid purposes; also the right to cut down trees and the right to trim

. trees and to remove brush along said lines which in the judgment of the said Company menace the said lines; and also the right to permit the attachments of wires and cables of any other person or company to said poles. Any poles or facilities erected hereunder along a highway, whether within or outside the highway limits, may, without the payment of further consideration, be relocated to conform to new or relocated highway limits.

RIICO PLAN

WITNESS my hand and seal this 11th day of November, 1961
at 115 MAIN ST SAJUNGA PA

Signed, sealed and delivered in the presence of

John S. Cooper (SEAL)
John S. Cooper (SEAL)

JAN 3-1987 10400

55 - 95

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Lancaster

HENRIEFIELD UNION TAX PD. \$ 101.4

On this 7th day of December, 1966, before me, the undersigned officer, personally appeared John Cooper and Thelma Cooper known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

STAMPS

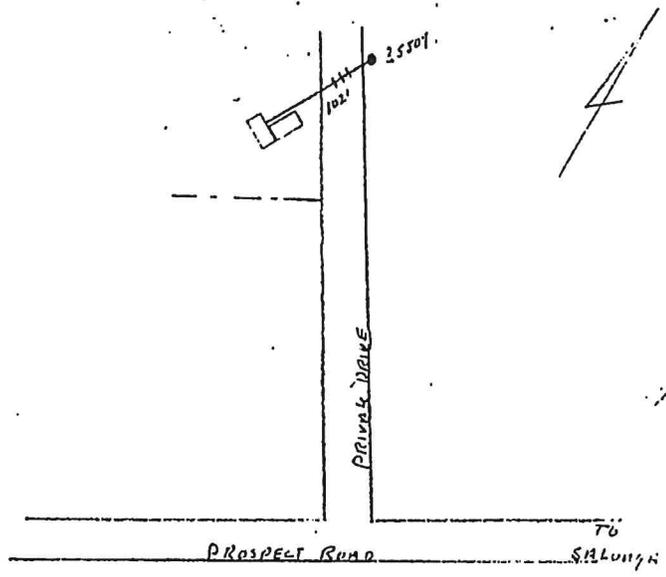
Pa.
Fod.
Local 014



Walter R. Miller
Notary Public
of Lancaster County, Pa.
My commission expires March 24, 1971

P.P.S. Form 100-22
Division PENNSYLVANIA POWER & LIGHT CO. Sheet Number
Date 12-15-66 SKETCH SHEET W. O. Number
Traced by Approved by E. R. Number

LOCATION WEST HENRIEFIELD TWP., LANCASTER CO.
DATA PPH TO ACCOMPANY RE-ELEMENT FOR UNDERGROUND SERVICE FOR JOHN COOPER



- CUSTOMER TO EXCAVATE, BACKFILL & RESTORE SURFACE OF TRENCH
- PPH TO INSTALL 1/2 UNDER GROUND CABLE IN CONDUIT.
- PRESENT PPH POLE
- PROPOSED UNDERGROUND SERVICE

Exhibit "C"

westward along lands now or late of Allen Rook 19 feet 6 inches, more or less, to land now or late of Emma J. Wetzel; and thence south along land now or late of Emma J. Wetzel 55 feet 6 inches, more or less, to Fulton Street.

BEING the same premises which George T. Hambright, Trustee in Bankruptcy of William F. Scheid, Cause No. 17369, in the District Court of the United States for the Eastern District of Pennsylvania, by his deed dated the 16th day of December 1933 and recorded in the Recorder of Deeds Office in and for Lancaster County in Deed Book O, Volume 31, at page 194, granted and conveyed unto Christian L. Herr.

Together with all and singular ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever, in law, equity, or otherwise howsoever, of, in, to, or out of the same:

To have and to hold the said tract of land with the improvements thereon erected, hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Charles Falk, his heirs and assigns, to and for the only proper use and behoof of the said Charles Falk, his heirs and assigns forever.

And the said Hettie A. Herr, Esther M. Herr and Mary Glenn Herr, Executrices as aforesaid, do covenant, promise and agree, to and with the said Charles Falk, his heirs and assigns, that they the said Hettie A. Herr, Esther M. Herr and Mary Glenn Herr, Executrices as aforesaid, have not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

In Witness Whereof, the said Hettie A. Herr, Esther M. Herr and Mary Glenn Herr, Executrices as aforesaid, have hereunto set their hands and seals the day and year first above written. (U.S.I.R. \$1.10)

Sealed and delivered in the presence of Helen S. Molt, Erika Reinhardt \$1.10 U.S.I.R. Documentary stamps attached & cancelled.

Hettie A. Herr (SEAL)
Esther M. Herr (SEAL)
Mary Herr Glenn (SEAL)
Executrices of the last will and testament of Christian L. Herr, Dec'd.

STATE OF PENNSYLVANIA, COUNTY OF LANCASTER, SS: On the first day of July Anno Domini 1946, before me, personally appeared the above named Hettie A. Herr, Esther M. Herr and Mary Glenn Herr, Executrices as aforesaid, and in due form of law acknowledged the above Indenture to be their act and deed and desired the same might be recorded as such.

Witness my hand and Notarial seal the day and year aforesaid.

Commission expires Jan. 27, 1949 Helen S. Molt, Notary Public (N. P. SEAL)

I hereby certify that the precise residence of the within grantee is 235 N. Cherry St., Lancaster, Pa. Marshall M. Cohen, Attorney.

Registered July 9, 1946. Bureau of Deed Registration, City of Lancaster, Pa.

Recorded July 9, 1946. Recorder.

8728 EARL M. GODSALK ET. UX.
TO
AMERICAN T. & T. CO. OF PA.)

\$10.00. Received of THE AMERICAN TELEGRAPH AND TELEPHONE COMPANY OF PENNSYLVANIA, Ten and 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied companies, its and their respective successors, assigns, leasees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees

may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in a tract of 1.3 acres acquired by deed from Samuel S. Hess, recorded in Lancaster County Deed Book C, Volume 36, Page 297, in the Township of West Hempfield, County of Lancaster, and State of Pennsylvania, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The northerly boundary of said one rod strip shall be a line parallel to and five feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for themselves their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed, and sealed this 3rd day of October 1946, at Landisville, Pa.

Witness: William C. Watt Earl M. Godshalk (SEAL)
Barbara M. Godshalk (SEAL)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LANCASTER, SS: On this, the 3rd day of October, 1946, before me Notary Public, the undersigned officer, personally appeared Earl M. Godshalk and Barbara M. Godshalk, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

My commission expires Jan. 2, 1949 Rebecca T. Wittel, Notary Public (N. P. SEAL)

The residence of the within named grantee is 218 Bourse Building, Philadelphia 6, Pa. William C. Watt on behalf of said grantee.

Recorded October 11, 1946. * * * * * Recorder.

8729 AMOS B. NISSLEY ET. UX. } \$10.00. Received of THE AMERICAN TELEGRAPH AND TELEPHONE
TO } COMPANY OF PENNSYLVANIA, Ten and 00/100 Dollars, in consider-
AMERICAN T. & T. CO. OF PA.) ation of which the undersigned hereby grant and convey unto
said company, its associated and allied companies, its and
their respective successors, assigns, lessees and agents, a right of way and easement to con-
struct, operate, maintain, replace and remove such communication systems as the grantees may
from time to time require, consisting of underground cables, wires, conduits, manholes, drains,
and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers,
and other appurtenances, upon, over and under a strip of land one rod wide across the land
which the undersigned own or in which the undersigned have any interest in a tract of 85 acres
137 perches acquired by deed from Andrew G. Nissley et ux, recorded in Lancaster County Deed
Book 2, Volume 20, Page 578 in the Township of Rapho, County of Lancaster and State of Pennsyl-
vania, together with the following rights: Of ingress and egress over and across the lands
of the undersigned to and from said strip for the purpose of exercising the rights herein
granted; to place surface markers beyond said strip; to clear and keep cleared all trees,
roots, brush and other obstructions from the surface and subsurface of said strip and within
seven feet thereof; to install gates in any fences crossing said strip; and to permit in said

8667 NORMAN N. BAER, ET. UX. }
TO
AMER. TELE. & TELE. CO. }

\$10.00 Received of THE AMERICAN TELEGRAPH AND TELEPHONE COMPANY OF PENNSYLVANIA Ten and 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, drains and splicing boxes, and surface testing-terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in a tract of 83 acres 90 perches acquired from J. Ferrell Garvey Recorded in Lancaster County Deed Book #, Volume 29, page 297, in the Township of West Hempfield, County of Lancaster, and State of Pennsylvania, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company, The northerly boundary of said one rod strip shall be a line parallel to and five feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for them selves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said Strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems. No manholes are to be constructed on or in the fields.

Signed, and sealed this 27 day of September, 1946, at Salunga, Pa.

Witness: William C. Watt

(U.S.I.R.\$0.55)

Norman N. Baer (SEAL)

Martha Eby Baer (SEAL)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LANCASTER, 93: On this, the 30th day of September, 1946, before me Notary Public the undersigned officer, personally appeared Norman N. Baer and Martha Eby Baer, his wife, known to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires Jan. 2, 1949.

Rebecca T. Mittel, Notary Public (N.P. SEAL)

The residence of the within named grantee is 216 Bourse Building, Philadelphia 6, Pa. William C. Watt, on behalf of the Grantee.

Recorded October 10, 1946.

Alvin H. ... Recorder.

8668 SAMUEL S. HESS, ET. UX. }
TO
AMER. TELE. & TELE. CO. }

\$10.00 Received of THE AMERICAN TELEGRAPH AND TELEPHONE COMPANY OF PENNSYLVANIA Ten and 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in a tract of 14 acres 144 perches acquired

by deed from William B. Cooper Recorded in Lancaster County Deed Book N, Volume 29, Page 417 in the Township of West Hempfield, County of Lancaster, and State of Pennsylvania, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances, of any other company. The northerly boundary of said one rod strip shall be a line parallel to and five feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for them selves, their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this 27 day of September, 1946, at Landisville, Pa.

Witness: William C. Watt

Samuel S. Hess (SEAL)

(U.S.I.R. §0.55)

Maud M. Hess (SEAL)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LANCASTER, SS: On this, the 30th day of September, 1946, before me Notary Public the undersigned officer, personally appeared Samuel S. Hess and Maud M. Hess, his wife, known to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires Jan. 2, 1949.

Rebecca T. Wittel, Notary Public (N.P. SEAL)

The residence of the within named grantee is 216 Bourse Building, Philadelphia 6, Pa.

William C. Watt, on behalf of said Grantee.

Recorded October 10, 1946.

Alfred K. ... Recorder.

8669

MICHAEL H. KUSZER }
TO }
AMER. TELE. & TELE. CO. }

\$10.00 Received of THE AMERICAN TELEGRAPH AND TELEPHONE COMPANY OF PENNSYLVANIA Ten and 00/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said company, its associated and allied companies, its and their respective suc-

cessors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface, testing-terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in a tract of 25.8 acres acquired by deed from J. Howard Peifer Recorded in Lancaster County Deed Book L, Volume 37, page 426 in the Township of West Hempfield, County of Lancaster and State of Pennsylvania, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within seven feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits and appurtenances of any other company. The northerly boundary of said one rod strip be a line parallel to and five feet north of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on adjacent lands. The undersigned for him self, his heirs, executors, administrators, successors

Exhibit "D"

**DECLARATION OF GRANTORS TO ADD LAND or ESTABLISH AN
AGRICULTURAL SECURITY AREA (ASA)
IN WEST HEMPFIELD TOWNSHIP ("Grantee")**

I, Terri L. Michael, Administrative Assistant, Lancaster County Agricultural Preserve Board, 50 North Duke Street, Lancaster, PA 17608-3480 file this Declaration pursuant to 21 P.S. 451 et seq., (Act of November 5, 1981, 1981 P.L. 328 No. 118) to describe an Agricultural Security Area established in West Hempfield Township, Lancaster County, Pennsylvania.

Affiant, having first been AFFIRMED according to law, deposes and states that:

1. I am Terri L. Michael of 140 Warren Way, Lancaster, PA 17601;
2. I am an employee of the Lancaster County Agricultural Preserve Board, 50 North Duke Street, Lancaster, PA 17608-3480;
3. The Board of Supervisors of the Township of West Hempfield ("Grantee") received a petition to add land to the already established Agricultural Security Area or to establish an Agricultural Security Area. The petition was submitted by certified mail pursuant to the procedures set forth in the Agricultural Area Security Law, Act of June 30, 1981, P.L. 128, No. 43 as amended, Section 9.
4. Receipt of the petition was approved by the West Hempfield Township Supervisors at a duly convened meeting on October 2, 2001 after having been reviewed and recommended by the West Hempfield Township Planning Commission and the West Hempfield Township Agricultural Advisory Committee.
5. The description of the said addition to the Agricultural Security Area is attached as the first page hereto showing the owners of the parcel of land to be included in the



This Document Recorded
05/28/2002
04:10PM
Doc Code: 45

Doc Id: 5080269
Receipt #: 73514
Rec Fee: 0.50
Lancaster County, Recorder of Deeds Office

WEST HEMPFIELD TOWNSHIP AGRICULTURAL SECURITY AREA

<u>Landowner's Name</u>	<u>Mailing Address</u>	<u>Acres</u>	<u>Account Number</u>	<u>Deed Reference</u>
Dorothy F. Metzler	2230 Spooky Nook Road Mount Joy, PA 17552	50.4	300-26440-0-0000	6353-65

I Certify This Document To Be
Recorded in Lancaster Co., Pa.




STEVE McDONALD
Recorder of Deeds

 5080269
Page: 4 of 4
05/28/2002 04:10PM

Exhibit "E"

3

Do not write in this space - to be used only by Recorder of Deeds



5181249
Page: 1 of 3
04/28/2003 08:45AM

Act 319 (Clean and Green) Valuation Application

Lancaster County, Pennsylvania

Use-Value Assessment of Farmland and/or Forest Land Under Act 319 (as amended by Act 156 of 1998)

Application No. 007307

NEW APPLICATION - PLEASE FILE BY JUNE 1.

Application to be effective for tax year: 2003

Ownership Information (please print clearly or type)

1. Is the land represented on this application owned by one or more individuals? If yes, enter all names below. If no, go to 2.

Last Name	First Name	Init./Suff.	Daytime Telephone No.
Metzler	Dorothy	F.	

2. **(IMPORTANT: If you answered "yes" to question 1, skip this section and go to 3.)**
Check the appropriate box for the type of entity that owns the land represented on this application.
Enter the name(s) of the person(s) authorized to execute this document on its behalf in the field(s) above.

PLEASE CHECK ONE	Partnership	<input type="checkbox"/>	Enter the name of this entity here:
	Corporation	<input type="checkbox"/>	
	Institution	<input type="checkbox"/>	
	Cooperative	<input type="checkbox"/>	
	Other	<input type="checkbox"/>	
			Please explain:

Location Information

3. Mailing address (address to where tax notices are sent for this property)

Street or Box No.: 743 Anderson Ferry Rd
City, State, ZIP: Mt. Joy PA 17552

4. Location of property to be enrolled

Road/Street: 2230 Spooky Nook Rd
Township/Borough: West Hempfield Township County: Lancaster
School District: Hempfield School District

(OFFICIAL USE ONLY - Do not write below this line.)

Account No. 300-26440-0-0000	Acreage 50.40	Land Use Category	Acreage
		Agricultural Use:	50.40
		Agricultural Reserve:	0.00
		Forest Reserve:	0.00
Total Application Acreage:	50.40	Date of Submission:	MAY 30 2002

Do not write in this space – to be used only by Recorder of Deeds

Property Information

1.	Indicate the total acreage represented on this application. If necessary, please give an estimate.		70
2.	Indicate the predominant land use category under which you intend to apply.	Agricultural Use	X
		Agricultural Reserve	
		Forest Reserve	
3.	Is the land currently assessed under Act 515 (1965 P.L. 4292, No. 515) (16 P.S. § 11941 <i>et seq.</i>)?	Yes	
		No	X
4.	Have the mineral rights previously been sold or leased?	Yes	
		No	X
5.	If you have documentation supporting soil or timber types, such as a conservation plan or a forestry management plan, please supply copies of this information with your application. This is not, however, a requirement for submitting an application.	Yes	
6.	Do you or anyone else currently conduct any non-agricultural commercial activity on this land?	Yes	
		No	X
If yes, describe the business in detail.			
7.	Has the land represented on this application been actively devoted to agricultural use for the past three (3) years?	Yes	X
		No	

PLEASE READ BEFORE YOU SIGN: The applicant for preferential assessment hereby agrees, if the application is approved for preferential assessment, to submit thirty (30) days' notice to the County Assessor of a proposed change in use of the land, a change in ownership of any portion of the land, or any type of division or conveyance of the land. The applicant for preferential assessment hereby acknowledges that, if the application is approved for preferential assessment, rollback taxes and interest under the Act in 72 P.S. § 5490.5a may be due for a change in use of the land, a change in ownership of any portion of the land, or any type of division or conveyance of the land.

Signatures of legal owners (or authorized representatives)

The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her, and to the best of his/her knowledge and belief is true and correct.

Signature (one individual or representative per line)	Date	Signature (one individual or representative per line)	Date
<i>Kawth F. Mith</i>	5-30-02		

IMPORTANT: This document cannot be accepted unless all signatures are notarized on the accompanying sheet(s). Please file with the Lancaster County Assessment Office, 50 North Duke Street, PO Box 83480, Lancaster, Pennsylvania, 17608-3480. Any questions regarding the proper completion of this application may be directed to the Assessment Office by calling (717) 299-8381. This application complies with the uniform standards developed for Act 319 (Clean and Green) applications by the Pennsylvania Department of Agriculture (Form AAO-82). Form revised November 2001.

5181249
Page: 2 of 3
04/28/2003 08:45AM

RECEIVED
02 MAY 30 PM 1:22
ASSESSMENT OFFICE
LANC. CO. PA.

Individual Acknowledgment

§ Affix both notary seals below.

Commonwealth of Pennsylvania
County of Lancaster

On this, the 30th day of May, 2002,
before me, DENIELLE L. MCGUIRE,

the undersigned officer, personally appeared:
DOROTHY F. METZLER

known to me (or satisfactorily proven) 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 hereunto set my hand and official seals.

Notarial Seal
Denielle L. McGuire, Notary Public
City of Lancaster, Lancaster County
My Commission Expires Jan. 14, 2006
Member, Pennsylvania Association of Notaries

Denielle L. McGuire
Signature of Notary Public

Corporate Acknowledgment

§ Affix both notary seals below.

Commonwealth of Pennsylvania
County of Lancaster

On this, the _____ day of _____, 20____,
before me, _____,

the undersigned officer, personally appeared _____
_____, who acknowledged him/herself to be the
_____ of _____

_____, a corporation, and that
he/she as such _____, being
authorized to do so, executed the foregoing instrument for the
purpose therein contained by signing the name of the
corporation by him/herself as _____

In witness whereof, I hereunto set my hand and official seals.

I Certify This Document To Be
Recorded in Lancaster Co., Pa.



Steve McDonald
STEVE McDONALD
Recorder of Deeds

Signature of Notary Public

Exhibit "F"

16

This Document Recorded
07/28/2006 11:27AM Doc Code: 05 State RTT: 2,340.90 Local RTT: 2,340.90 Lancaster County, Recorder of Deeds Office
Doc Id: 5542589
Receipt #: 602188
Rec Fee: 52.50



**Grassland Reserve Program
Conservation Easement**

Prepared By: Natural Resources Conservation Service
One Credit Union Place, Suite 340
Harrisburg, PA 17110-2993
(717) 237-2200

Return To: Thomas P. Harlan, Esquire
Henry & Beaver LLP
937 Willow Street
Lebanon, PA 17046
(717) 274-3644

Premises: 2230 Spooky Nook Road, Mt. Joy, PA 17552

UPI No.: 300-26440-0-0000
300-83793-0-0000

**Grassland Reserve Program
Conservation Easement**

This Conservation Easement Deed ("Deed"), made this 11th day of July, 2006, between Claude J. Furlong and Kenneth R. Rice, and their successors, heirs, and assigns, (hereinafter "Grantor") and the UNITED STATES OF AMERICA, and its assigns, (hereinafter "Grantee" or "United States"). Grantor and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service ("NRCS"), of the United States Department of Agriculture.

I. Recitals and Conservation Purposes

- West Hempfield Township,*
- A. Grantor owns the property (Property) located in Lancaster County of the Commonwealth of Pennsylvania and legally described in Exhibit A attached hereto and made part of this Deed.
- B. The grassland and other natural characteristics of the Property (also referred to herein as "conservation values") as well as its state of improvement, are described in a Baseline Inventory Report prepared by Grantee with the cooperation of Grantor and attached hereto at Exhibit B. The Baseline Inventory Report describes the condition of the Property as of the date of this Deed. The Report may be used by Grantee to assure that any future changes in the use of the Property are consistent with the terms of this Deed. However, this Report is not intended to preclude the use of other evidence to establish the condition of the Property at the time this Deed is executed.
- C. Grantor intends that the grassland and other conservation values of the Property be preserved and maintained. To effectuate this conservation purpose, Grantor intends to convey to Grantee the right to restore and conserve the grassland and other conservation values of the Property.
- D. Acquisition of this Deed is authorized by the Grassland Reserve Program (GRP) authorized by sections 1238N through 1238Q of Title XII of the Food Security Act of 1985, as amended. The easement rights in the above-described lands are being acquired for administration by the

Secretary of Agriculture through the Natural Resources Conservation Service of the United States Department of Agriculture for the purposes of restoring, enhancing, and protecting grassland acreage, including shrubland, rangeland, pastureland, and other lands, and for protecting related conservation values, including wildlife habitat and biodiversity.

NOW THEREFORE, in consideration of the sum of Two Hundred Thirty-Four Thousand and Ninety Dollars (\$234,090.00), Grantor hereby grants and conveys with general warranty of title, to the United States and its assigns an easement in the Property, including development rights and access to the Property, as defined herein. It is the intent of Grantor to convey and relinquish all development rights to Grantee for the purpose of protecting the conservation values identified herein. This Deed shall constitute a servitude upon the Property so encumbered, shall run with the land and shall bind Grantor, its heirs, successors, assigns, lessees, and any other person claiming under them.

Subject, however, to any valid rights of record.

The term of this easement is perpetual.

II. Purposes

It is the primary purpose of this Deed to retain the Property in grassland by restoring and conserving native and desired non-native grasses, forbs, and shrubs, and the enhancement and protection of wildlife habitat, biodiversity, and other conservation values referenced in this Deed (collectively referred to as the "grassland and other conservation values").

III. Permitted, Prohibited, Restricted and Reserved Activities

A. Grassland Uses of the Property. Grantor is permitted to graze, hay, harvest for seed production, mow, construct fire breaks, conduct fire rehabilitation activities, and conduct common grazing practices, including maintenance and necessary cultural practices, consistent with the conservation purposes of this Deed. As used in this Deed, the term "common grazing practices" means those practices customary to the region where the Property is located related to livestock grazing, and includes forage management and necessary cultural practices such as the infrastructure required to conduct livestock grazing on the Property. Grantor shall not hay, mow or harvest for seed during certain nesting seasons for birds whose populations Grantee determines are in significant decline. Such determinations shall be made in writing to the Grantor, or set forth within the Conservation Plan on the Property (see paragraph IV. A.).

B. Quiet Enjoyment. In addition, Grantor reserves for itself and its invitees the right of quiet

use and enjoyment and the right to convey or lease the Property and restrict public access.

C. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act, including those prohibited or restricted herein, that is inconsistent with the purposes of this Deed.

D. Crop Cultivation. Except for grassland uses permitted in paragraph III. A., the cultivation or production of crops, non-perennial forages for human or domestic animal consumption, or seed production is prohibited.

E. Non-Grassland Land Uses. The establishment of tree or shrub nurseries, fruit or nut producing trees, vineyards, tree farms or plantations, aquaculture ponds, or any activity that breaks the surface of the soil, except as specifically permitted in this Deed, is prohibited.

F. Incidental Lands. Grantee may determine that the enrollment of certain incidental lands (including but not limited to ponds and woods) present on this Property at the time this Deed is executed and identified in the Baseline Inventory Report, may be necessary to facilitate the administration of the easement boundary. The Grantor may utilize and maintain such incidental lands in a manner that is compatible with the purposes of this Deed, as determined by Grantee.

G. Topography. Altering the existing topography of the Property by digging, plowing, disking, or otherwise disturbing the surface is prohibited, unless the Grantee determines such actions are necessary to restore and maintain the viability of grassland and other conservation values, or are otherwise specifically permitted by this Deed, and provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of grassland and other conservation values.

H. Waste. Dumping, collecting, recycling, or storing of trash, refuse, waste, sewage, or other debris is prohibited, except that animal waste may be applied on the Property as fertilizer as long as Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of the grassland and other conservation values.

I. Mining. The exploration, development, mining, or extraction of soil, sand, gravel, mineral, oil, gas, or any other hydrocarbon substance from the surface of the Property is prohibited. However, subsurface exploration and extraction of oil, gas, and minerals may be conducted utilizing techniques and methods that result in only a temporary disturbance to the surface of the soil, as determined by the Grantee, if Grantee also determines that such activities are consistent with conserving and maintaining the viability of grassland and other conservation values, and Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions

Grantee determines are necessary to ensure the protection of these conservation values, including, but not limited to, requiring that all structures are located beneath the soil surface and that any disturbed surface is restored promptly to grassland. Subsurface extraction of gas, oil, and minerals may be conducted by off-site methods (such as slant drilling) that do not impact the surface of the Property. Any extraction permitted pursuant to this paragraph shall be conducted in compliance with Federal, State and local regulations and permits.

J. Construction of Buildings, Livestock Facilities or Other Structures. The repair, maintenance, or replacement of existing corrals, livestock holding pens, windmills, barns, or other minor structures, as identified in the Baseline Inventory Report, necessary to conduct common grazing practices on the Property, are permitted at the same location and within the existing footprint of such structures. Construction of new buildings, livestock facilities, or other structures necessary to conduct common grazing practices on the Property may be permitted on the Property, if the Grantee determines that such activities are consistent with maintaining the viability of the grassland and other conservation values, and provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these conservation values.

K. Watering Facilities. Grantor may maintain existing watering facilities (i.e. water tanks, troughs, and dugout ponds) for livestock or wildlife in their current location as identified in the Baseline Inventory Report. Grantor may construct or place on the Property new watering facilities for livestock and wildlife if Grantee determines that such facilities are consistent with maintaining the viability of grassland and other conservation values, and Grantee provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these conservation values.

L. Fences. Existing fences may be repaired or replaced and new fences may be built on the Property for the purposes of managing livestock in a manner that is customary in the region where the Property is located and consistent with the purposes of this Deed set forth at Part II.

M. Roads and Impervious Surfaces. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, nor shall any road for access or other purposes be constructed. However, new roads necessary to conduct common grazing practices as permitted herein on the Property may be constructed with prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to maintain the viability of the grassland and other conservation values. Existing roads may be maintained and repaired in their current condition and within their existing footprint as identified in the Baseline Inventory Report. Maintenance and repair of existing roads shall not be construed to permit the paving of any existing road not already paved or otherwise covered in an

impervious material.

N. Timber Harvesting. Trees may be cut to control insects and disease, prevent personal injury and property damage, obtain firewood for personal use, and construct fences as permitted herein, with prior written approval of Grantee. Any commercial harvesting shall be conducted in accordance with a forest management plan as set forth in paragraph IV. C. herein.

O. Recreational Uses. Undeveloped, passive, recreational uses, such as hiking, camping, bird watching, hunting, and fishing are permitted as long as such uses, as determined by Grantee, do not impair the grassland and other conservation values.

P. Motorized Vehicle Use. Motorized vehicle use on the Property is prohibited, except as necessary to carry out uses permitted herein on the Property. Off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

Q. Development Rights. The Property shall not be developed except as expressly permitted by this Deed. Subject to valid existing rights of record, all development rights associated with the Property are vested in Grantee. The Parties agree that these development rights are terminated and extinguished and may not be used on or transferred off of the Property to any other property or otherwise used.

R. Signs. Except for no trespassing signs, for sale signs, and signs identifying the owner of the Property, all other signs, advertisements, and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet in size. The Parties agree that the United States has the right to erect and maintain signs on the Property for the purpose of identifying this easement.

S. Exotic Species. The introduction, cultivation, or use of exotic plant or animal species is prohibited on the Property without prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to ensure the protection of the grassland resources and other conservation values referenced in this Deed.

T. Subdivision. The Property may be subdivided with prior written approval by Grantee. The terms of this Deed shall apply to any subdivided parcels.

U. Utilities. The installation or relocation of new public or private utilities, including electric, telephone, or other communications services over the Property, is prohibited. Existing utilities on the Property may be maintained, repaired, removed, or replaced at their current location as identified in the Baseline Inventory Report. The installation, repair, and maintenance of

underground utilities such as electric, gas, water, sewer lines, or other utilities may be permitted on the Property if Grantee determines that such activities will result in only a temporary disturbance to the surface of the soil, are consistent with conserving and maintaining the grassland and other conservation values, and provides the Grantor, in advance and in writing, approval subject to terms and conditions Grantee determines are necessary to ensure the viability of the grassland and other conservation values. The construction of wind and solar energy generation facilities are prohibited, except when their primary use is necessary for conducting common grazing practices on the Property, such as providing energy necessary for feeding, watering, and care of livestock, and the Grantee provides Grantor, in advance and in writing, approval subject to terms and conditions Grantee determines to ensure the protection of these conservation values.

V. Water Rights. Grantor shall retain the right to use the water rights described in Exhibit A for the present and future use on the Property, as well as all wells, ditches, canals, headgates, springs, reservoirs, water allotments, and water rights of ways associated with the Property and identified in the Baseline Inventory Report. With the prior written approval of Grantee, Grantor may transfer, lease, sell, or otherwise separate a portion of those water rights from the Property that the Grantee determines are not necessary to ensure the function of the grazing operation and the protection of the grassland and other conservation values.

W. Restoration. In furthering the conservation purposes of this Deed, Grantor may restore grasses, forbs, and shrubs on the Property if approved in advance and in writing by Grantee. In addition, Grantee shall have the right to enter the Property to undertake, at its own expense or on a cost-share basis with Grantor or other entity, activities to restore, protect, manage, maintain, enhance, and monitor the grassland and other conservation values.

IV. Affirmative Duties: Planning Requirements

A. Conservation Plan. The Parties agree that good resource management and land stewardship is important for present and future generations, for the protection and enhancement of grasses and other native and desirable, non-native vegetation on the Property, and in furtherance of its conservation values. The Grantor agrees to implement a Conservation Plan on the Property developed and approved by the Grantor and NRCS, which describes the practices, measures, and other conditions necessary for restoring and maintaining the viability of grassland and other conservation values. Subsequent to recording of this Deed, the Conservation Plan will be revised when necessary, as determined by NRCS or the Grantor, to reflect any changes in the use of the Property that affect the viability of the grassland or other conservation values. The revised Conservation Plan shall be developed and approved by the Grantor and NRCS. The Conservation Plan shall not include any provisions inconsistent with the purposes of this Deed.

B. Pest and Weed Control. Grantor is responsible for control of noxious weeds and pests according to Federal and State law.

C. Forest Management Plan. Commercial harvesting shall be conducted in accordance with a forest management plan prepared by a licensed, professional forester, which is approved in advance and in writing by Grantee, and which does not impair the grassland and other conservation values, including the protection of animal and plant diversity. A copy of this plan shall be provided to and approved by Grantee at least one month prior to any timber harvest.

V. Enforcement and Transfer

A. Enforcement.

1. Grantee has the right to prevent, correct, or require correction of violations of the terms of this Deed. Upon notification to the Grantor, Grantee or Grantee's agents may enter the Property to inspect for violations, including, but not limited to, assessing compliance with the Conservation Plan or other plan described in Section IV above. However, notification by Grantee prior to entry is not required when the Grantee believes there may be a violation of the terms of this Deed. If Grantee finds a violation, Grantee may at its discretion take appropriate legal action in law or equity. Upon discovery of a violation, Grantee shall notify Grantor in writing of the violation. Except when an ongoing or imminent violation could, as determined by Grantee, seriously impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and 30 days to correct it before filing any legal action.

2. If Grantor fails to cure the violation within 30 days after receipt of a notice of violation, Grantee may bring an action in court to enforce the terms of this Deed, to enjoin the violation, and to require restoration of the Property to the condition that existed prior to any such injury. Where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in halting and correcting the violation, including but not limited to reasonable attorneys' fees.

3. Any delay by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor shall not be deemed a waiver by Grantee of such rights with respect to that violation. Moreover, any failure by Grantee to discover a violation of this Deed, or forbearance by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor, shall not be deemed a waiver by Grantee of such rights with respect to any subsequent violation.

B. Transfer of Easement Ownership. Upon prior written consent from the Grantor, the Secretary of the United States Department of Agriculture ("Secretary") may transfer this easement to an Easement Holder, subject to the right to inspect the Property periodically and the terms set forth below. The Easement Holder must be a State agency, or private conservation or land trust organization which, at the time of transfer, is a qualified organization under 16 U.S.C. 3838q that the Secretary determines has the appropriate authority, expertise, and resources necessary to assume title ownership to this easement. This easement shall survive any merger of the fee and easement interests in the Property.

1. In the event that the Easement Holder fails to enforce the terms of this easement, as determined in the discretion of the Secretary, the Secretary, his or her successors and assigns, shall have the right to enforce the terms of this easement through any and all authorities available under Federal or State law or, at the option of the Secretary, to have all right, title, or interest in this easement revert to the United States of America. Further, in the event the Easement Holder dissolves or attempts to terminate this easement, then all right, title, and interest shall revert to the United States of America.
2. The Easement Holder may only transfer this easement to another qualified public or private entity as provided for under 16 U.S.C. 3838q(c)(1)-(4) as that statute reads on the day that this Deed is executed, and the Grantor consents to the transfer.
3. Should this easement be transferred pursuant to this provision, all warranties and indemnifications provided for in this Deed shall continue to apply to the United States. Subsequent to the transfer of this easement, the Easement Holder shall be responsible for conservation planning and implementation, and will adhere to the NRCS Field Office Technical Guide for maintaining the viability of grassland and other conservation values.
4. Due to the Federal interest in this Deed, this Deed cannot be subject to condemnation without the permission of the United States.

VI. General Terms

A. Access. No public access is conveyed by this Deed. Grantor maintains the right and obligation to prevent trespass and control access by the public pursuant to Federal and State law, provided that Grantee has the right of ingress and egress to the Property over Grantor's property, whether or not Grantor's property is adjacent to or appurtenant to the Property, for the exercise of

Grantee's rights under this Deed. The authorized representatives of Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.

B. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way affect any existing obligations of Grantor as the owner of the Property. For example:

1. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

2. **Upkeep and Maintenance.** Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property.

C. Rights Acquired. The property rights of the United States acquired under this Deed shall be unaffected by any subsequent amendments to or repeal of the Grassland Reserve Program. If Grantor receives consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be effective upon payment of the first installment.

D. Subsequent Conveyances. Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time the transfer is consummated. Grantor and its successors and assigns shall specifically refer to this Deed in any subsequent lease, deed, or other instrument by which any interest in the Property is conveyed.

E. Subsequent Liens. No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for a loan, provided that any mortgage or lien associated with the loan is subject to or subordinated to this Deed.

F. Severability. If any provision of this Deed is found to be invalid, the remainder of its provisions shall remain in force.

G. Rules of Construction. This Deed shall be interpreted under the laws of the United States. Any ambiguities in this Deed and questions as to the validity of any of its specific provisions shall be resolved in favor of Grantee so as to preserve the conservation values of the Property and to give maximum effect to the purposes of this Deed.

H. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing

standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Material contributed after this date to the Property by Grantee.

I. General Indemnification. Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this

Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

J. Notices. Any notices required by this Deed shall be in writing and personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee.

K. No Merger. If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

L. Acceptance. The signature below of Grantee's authorized representative constitutes acceptance of the rights and responsibilities conveyed by this Deed to the United States.

M. Captions. The captions used in this Deed have been inserted solely for convenience of reference. They are not part of this Deed and shall have no effect upon its interpretation.

N. Rights and Obligations. All provisions of this Deed apply to Grantor or Grantee and their respective agents, heirs, executors, administrators, assigns, and any other successors.

TO HAVE AND TO HOLD, this Conservation Easement Deed is granted to the United States of America and assigns. Grantor covenants that it is vested with good title to the Property and shall warrant and defend the same on behalf of the United States against all claims and demands. Grantor covenants to comply with the terms and conditions enumerated in this Deed governing use of the Property, and adjacent lands owned by the Grantor used for access to the Property, and to refrain from any activity that is restricted, prohibited, or inconsistent with the purposes of this Conservation Easement Deed.

Dated this 11th day of July, 2006.

Landowner(s)

Claude F. Furlong
Claude F. Furlong
Kenneth R. Rice
Kenneth R. Rice

Commonwealth of Pennsylvania

County of Lancaster

I _____, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States.

Acknowledgment

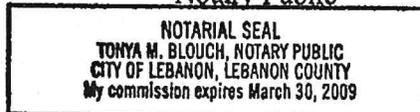
In the State or Commonwealth of Pennsylvania, County, Borough or Parish of ~~Lancaster~~ ^{Lebanon}, on this 11th day of July, 2006, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared Claude J. Furlong and Kenneth R. Rice to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)

Tonya M. Blouch
Notary Public

My Commission Expires:



This instrument was drafted by the Natural Resources Conservation Service, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA'S TARGET Center at (202)720-2600 (Voice and TDD).

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD), USDA is an equal opportunity provider and employer.

Claude J. Furlong
Legal Description

Beginning at a point in the centerline of Old Harrisburg Pike (SR 4020, a 80 foot wide right-of-way), as shown on the Boundary Plan for Claude J. Furlong, prepared by Steckbeck Engineering and Surveying Inc. dated February 16, 2006, said point also being on the southern property line of the lands of Edward and Susie Wissler, thence along said lands the three following courses and distances: 1) South 58 degrees 49 minutes 20 seconds East a distance of 692.89 feet to a iron pipe; 2) South 55 degrees 53 minutes 20 seconds East a distance of 273.40 feet; 3) with a curve turning to the left having an arc length of 575.78 feet, a radius of 3090.40 feet, a chord bearing of South 63 degrees 32 minutes 36 seconds East, and a chord length of 574.95 feet, to an iron pin on the northern right-of-way line of Spooky Nook Road (SR 4001, a 65 foot wide right-of-way), thence along said right-of-way line, South 55 degrees 25 minutes 25 seconds West a distance of 78.17 feet to an iron pin, on the northern property line of the lands of Salunga Land Development Corp., thence along said lands the three following courses and distances: 1) North 65 degrees 10 minutes 15 seconds West a distance of 387.35 feet; 2) South 28 degrees 41 minutes 08 seconds West a distance of 30.50 feet; 3) South 47 degrees 04 minutes 39 seconds West a distance of 230.95 feet, to a point at the northeast corner of the lands of Randall M. and Michelle T. Cooper, thence along said lands the two following courses and distances: 1) South 46 degrees 43 minutes 28 seconds West a distance of 175.70 feet to a iron pin; 2) South 43 degrees 02 minutes 33 seconds East a distance of 279.44 feet, to a point on the northern right-of-way line of Spooky Nook Road, thence along said right-of-way line, South 56 degrees 36 minutes 48 seconds West a distance of 740.42 feet to a point on the northern property line of the lands of Kenneth E. Zurin Living Trust, thence along said lands the two following courses and distances: 1) North 28 degrees 26 minutes 16 seconds West a distance of 764.61 feet to a tree; 2) South 62 degrees 55 minutes 37 seconds West a distance of 816.10 feet to a point on the northern property line of the lands of Robert L. Haldeman, thence along a portion of said lands, North 28 degrees 08 minutes 58 seconds West a distance of 286.05 feet to a point in the Chiques Creek, said point also being the southeast corner of the lands of Rebecca S. Beiler, thence along said lands the four following courses and distances: 1) North 06 degrees 15 minutes 20 seconds East a distance of 145.32 feet; 2) North 10 degrees 19 minutes 56 seconds West a distance of 66.00 feet; 3) South 47 degrees 10 minutes 04 seconds West a distance of 24.70 feet; 4) North 26 degrees 25 minutes 56 seconds West a distance of 498.20 feet to a point at the southwest corner of the lands of Donald G. Raymond, thence along said lands and the lands of David F. and Annie M. Stoltzfus, the nine following courses and distances: 1) North 46 degrees 10 minutes 04 seconds East a distance of 180.52 feet; 2) North 39 degrees 34 minutes 56 seconds West a distance of 40.00 feet; 3) North 46 degrees 10 minutes 04 seconds East a distance of 45.20 feet;

4) North 36 degrees 15 minutes 56 seconds West a distance of 648.09 feet; 5) North 23 degrees 50 minutes 04 seconds East a distance of 41.48 feet; 6) North 53 degrees 21 minutes 56 seconds West a distance of 53.22 feet; 7) South 38 degrees 00 minutes 04 seconds West a distance of 142.54 feet; 8) North 32 degrees 23 minutes 56 seconds West a distance of 376.60 feet; 9) South 77 degrees 31 minutes 56 seconds East a distance of 169.92 feet to a point in the centerline of Old Harrisburg Pike, thence in and through Old Harrisburg Pike the two Following Courses and distances: 1) with a curve turning to the left having an arc length of 907.75 feet, a radius of 1432.69 feet, a chord bearing of South 61 degrees 24 minutes 51 seconds East, and a chord length of 892.64 feet; 2) South 80 degrees 39 minutes 53 seconds East a distance of 906.59 feet to the place of beginning.

Containing an area of 2390962 square feet, 54.79 acres.

Legal Description of Railroad Right-of-Way
Over the lands of
Claude J. Furlong

Beginning at point on the eastern line of the lands of Robert L. Haldeman; thence along a portion of said lands; North 28 Degrees 08 Minutes 58 Seconds West a distance of 59.99 feet; thence crossing the lands of Claude J. Furlong the following three courses and distances: 1) North 62 Degrees 55 Minutes 33 Seconds East a distance of 1382.13 feet; 2) with a curve turning to the right having an arc length of 480.11 feet, with a radius of 529.98 feet, and a chord bearing North 88 Degrees 52 Minutes 41 Seconds East, with a length of 463.86 feet; 3) South 65 Degrees 10 Minutes 15 Seconds East a distance of 180.52 feet, to a point on the northern line of the lands of Randall M and Michele T. Cooper; thence along said lands the two following courses and distances: 1) South 28 Degrees 41 Minutes 08 Seconds West a distance of 30.50 feet; 2) South 47 Degrees 04 Minutes 39 Seconds West a distance of 31.95 feet; thence crossing the lands of Claude J. Furlong the following two courses and distances: 1) North 65 Degrees 10 Minutes 15 Seconds West a distance of 166.37 feet; 2) with a curve turning to the left having an arc length of 425.76 feet, with a radius of 470.00 feet, and a chord bearing South 88 Degrees 52 Minutes 41 Seconds West, with a length of 411.35 feet; thence crossing a portion of the lands of Claude J. Furlong and along the northern line of the lands of Kenneth Zurin Living Trust, South 62 Degrees 55 Minutes 37 Seconds West a distance of 1381.00 feet, to the point of beginning.

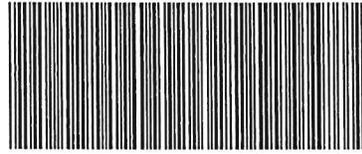
Containing an area of 120616 S.F., 2.77 Acres

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6068537
 RECORDED DATE: 04/04/2013 11:32:57 AM



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LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 20

Document Type: EASEMENT/RIGHT OF WAY
Transaction Reference: Furlong-Rice
Document Reference: 5542589

Transaction #: 3423379 - 1 Doc(s)
Document Page Count: 19
Operator Id: boydj

RETURN TO: (arsbri@zoominternet.net)
 **PLEASE NOTE: Recorded documents with completed
 Cover Pages are returned via email to the email address(es)
 identified above.
 Brianne
 15957 Conneaut Lake Road
 Meadville, PA 16335

SUBMITTED BY: (arsbri@zoominternet.net)
 Brianne
 15957 Conneaut Lake Road
 Meadville, PA 16335

*** PROPERTY DATA:**

Parcel ID #: 300
 Municipality: WEST HEMPFIELD TOWNSHIP
 (100%)
 School District: HEMPFIELD SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
PA SURCHARGE #6548	\$23.50
RECORDING FEE: EASEMENT/RIGHT OF WAY	\$13.00
EXTRA PAGE FEE	\$30.00
Total:	\$72.00

INSTRUMENT # : 6068537
 RECORDED DATE: 04/04/2013 11:32:57 AM

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



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared by:

Allegheny Realty Settlement LLC
15957 Conneaut Lake Road, Suite 10B
Meadville PA 16335

Return to:

Allegheny Realty Settlement LLC
15957 Conneaut Lake Road, Suite 10B
Meadville PA 16335

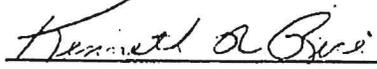
Easement Deed

This document is being re-recorded to include the Acceptance Clause as it was omitted from the original recording at Doc Id# 5542589, on 7/28/2006.

Re-Acknowledgment



Claude J. Furlong



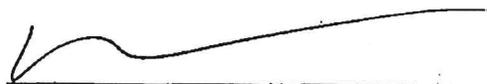
Kenneth R. Rice

State of Pennsylvania

County of Lancaster

On this, the 12th day of March, 2013, before me, the undersigned officer, personally appeared Claude J. Furlong and Kenneth R. Rice, known to me, (or satisfactorily proven) to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness whereof I hereunto set my hand and official seal.



Notary Public

Commonwealth of Pennsylvania
Notarial Seal
Susan K. Kostalas, Notary Public
Springettsbury Twp., York County
My Commission Expires July 26, 2015

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**Grassland Reserve Program
Conservation Easement**

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300-83793-0-0000

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

NRCS-CPA-255
12/2004

Grassland Reserve Program Conservation Easement

This Conservation Easement Deed ("Deed"), made this 11th day of July, 2006, between Claude J. Furlong and Kenneth R. Rice, and their successors, heirs, and assigns, (hereinafter "Grantor") and the UNITED STATES OF AMERICA, and its assigns, (hereinafter "Grantee" or "United States"). Grantor and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service ("NRCS"), of the United States Department of Agriculture.

I. Recitals and Conservation Purposes

- A. Grantor owns the property (Property) located in ^{West Hempfield Township,} Lancaster County of the Commonwealth of Pennsylvania and legally described in Exhibit A attached hereto and made part of this Deed.
- B. The grassland and other natural characteristics of the Property (also referred to herein as "conservation values") as well as its state of improvement, are described in a Baseline Inventory Report prepared by Grantee with the cooperation of Grantor and attached hereto at Exhibit B. The Baseline Inventory Report describes the condition of the Property as of the date of this Deed. The Report may be used by Grantee to assure that any future changes in the use of the Property are consistent with the terms of this Deed. However, this Report is not intended to preclude the use of other evidence to establish the condition of the Property at the time this Deed is executed.
- C. Grantor intends that the grassland and other conservation values of the Property be preserved and maintained. To effectuate this conservation purpose, Grantor intends to convey to Grantee the right to restore and conserve the grassland and other conservation values of the Property.
- D. Acquisition of this Deed is authorized by the Grassland Reserve Program (GRP) authorized by sections 1238N through 1238Q of Title XII of the Food Security Act of 1985, as amended. The easement rights in the above-described lands are being acquired for administration by the

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Secretary of Agriculture through the Natural Resources Conservation Service of the United States Department of Agriculture for the purposes of restoring, enhancing, and protecting grassland acreage, including shrubland, rangeland, pastureland, and other lands, and for protecting related conservation values, including wildlife habitat and biodiversity.

NOW THEREFORE, in consideration of the sum of Two Hundred Thirty-Four Thousand and Ninety Dollars (\$234,090.00), Grantor hereby grants and conveys with general warranty of title, to the United States and its assigns an easement in the Property, including development rights and access to the Property, as defined herein. It is the intent of Grantor to convey and relinquish all development rights to Grantee for the purpose of protecting the conservation values identified herein. This Deed shall constitute a servitude upon the Property so encumbered, shall run with the land and shall bind Grantor, its heirs, successors, assigns, lessees, and any other person claiming under them.

Subject, however, to any valid rights of record.

The term of this easement is perpetual.

II. Purposes

It is the primary purpose of this Deed to retain the Property in grassland by restoring and conserving native and desired non-native grasses, forbs, and shrubs, and the enhancement and protection of wildlife habitat, biodiversity, and other conservation values referenced in this Deed (collectively referred to as the "grassland and other conservation values").

III. Permitted, Prohibited, Restricted and Reserved Activities

A. Grassland Uses of the Property. Grantor is permitted to graze, hay, harvest for seed production, mow, construct fire breaks, conduct fire rehabilitation activities, and conduct common grazing practices, including maintenance and necessary cultural practices, consistent with the conservation purposes of this Deed. As used in this Deed, the term "common grazing practices" means those practices customary to the region where the Property is located related to livestock grazing, and includes forage management and necessary cultural practices such as the infrastructure required to conduct livestock grazing on the Property. Grantor shall not hay, mow or harvest for seed during certain nesting seasons for birds whose populations Grantee determines are in significant decline. Such determinations shall be made in writing to the Grantor, or set forth within the Conservation Plan on the Property (see paragraph IV. A.).

B. Quiet Enjoyment. In addition, Grantor reserves for itself and its invitees the right of quiet

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use and enjoyment and the right to convey or lease the Property and restrict public access.

C. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act, including those prohibited or restricted herein, that is inconsistent with the purposes of this Deed.

D. Crop Cultivation. Except for grassland uses permitted in paragraph III. A., the cultivation or production of crops, non-perennial forages for human or domestic animal consumption, or seed production is prohibited.

E. Non-Grassland Land Uses. The establishment of tree or shrub nurseries, fruit or nut producing trees, vineyards, tree farms or plantations, aquaculture ponds, or any activity that breaks the surface of the soil, except as specifically permitted in this Deed, is prohibited.

F. Incidental Lands. Grantee may determine that the enrollment of certain incidental lands (including but not limited to ponds and woods) present on this Property at the time this Deed is executed and identified in the Baseline Inventory Report, may be necessary to facilitate the administration of the easement boundary. The Grantor may utilize and maintain such incidental lands in a manner that is compatible with the purposes of this Deed, as determined by Grantee.

G. Topography. Altering the existing topography of the Property by digging, plowing, disking, or otherwise disturbing the surface is prohibited, unless the Grantee determines such actions are necessary to restore and maintain the viability of grassland and other conservation values, or are otherwise specifically permitted by this Deed, and provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of grassland and other conservation values.

H. Waste. Dumping, collecting, recycling, or storing of trash, refuse, waste, sewage, or other debris is prohibited, except that animal waste may be applied on the Property as fertilizer as long as Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of the grassland and other conservation values.

I. Mining. The exploration, development, mining, or extraction of soil, sand, gravel, mineral, oil, gas, or any other hydrocarbon substance from the surface of the Property is prohibited. However, subsurface exploration and extraction of oil, gas, and minerals may be conducted utilizing techniques and methods that result in only a temporary disturbance to the surface of the soil, as determined by the Grantee, if Grantee also determines that such activities are consistent with conserving and maintaining the viability of grassland and other conservation values, and Grantee provides Grantor, in advance and in writing, approval subject to the terms and conditions

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Grantee determines are necessary to ensure the protection of these conservation values, including, but not limited to, requiring that all structures are located beneath the soil surface and that any disturbed surface is restored promptly to grassland. Subsurface extraction of gas, oil, and minerals may be conducted by off-site methods (such as slant drilling) that do not impact the surface of the Property. Any extraction permitted pursuant to this paragraph shall be conducted in compliance with Federal, State and local regulations and permits.

J. Construction of Buildings, Livestock Facilities or Other Structures. The repair, maintenance, or replacement of existing corrals, livestock holding pens, windmills, barns, or other minor structures, as identified in the Baseline Inventory Report, necessary to conduct common grazing practices on the Property, are permitted at the same location and within the existing footprint of such structures. Construction of new buildings, livestock facilities, or other structures necessary to conduct common grazing practices on the Property may be permitted on the Property, if the Grantee determines that such activities are consistent with maintaining the viability of the grassland and other conservation values, and provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these conservation values.

K. Watering Facilities. Grantor may maintain existing watering facilities (i.e. water tanks, troughs, and dugout ponds) for livestock or wildlife in their current location as identified in the Baseline Inventory Report. Grantor may construct or place on the Property new watering facilities for livestock and wildlife if Grantee determines that such facilities are consistent with maintaining the viability of grassland and other conservation values, and Grantee provides the Grantor, in advance and in writing, approval subject to the terms and conditions Grantee determines are necessary to ensure the protection of these conservation values.

L. Fences. Existing fences may be repaired or replaced and new fences may be built on the Property for the purposes of managing livestock in a manner that is customary in the region where the Property is located and consistent with the purposes of this Deed set forth at Part II.

M. Roads and Impervious Surfaces. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, nor shall any road for access or other purposes be constructed. However, new roads necessary to conduct common grazing practices as permitted herein on the Property may be constructed with prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to maintain the viability of the grassland and other conservation values. Existing roads may be maintained and repaired in their current condition and within their existing footprint as identified in the Baseline Inventory Report. Maintenance and repair of existing roads shall not be construed to permit the paving of any existing road not already paved or otherwise covered in an

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impervious material.

N. Timber Harvesting. Trees may be cut to control insects and disease, prevent personal injury and property damage, obtain firewood for personal use, and construct fences as permitted herein, with prior written approval of Grantee. Any commercial harvesting shall be conducted in accordance with a forest management plan as set forth in paragraph IV. C. herein.

O. Recreational Uses. Undeveloped, passive, recreational uses, such as hiking, camping, bird watching, hunting, and fishing are permitted as long as such uses, as determined by Grantee, do not impair the grassland and other conservation values.

P. Motorized Vehicle Use. Motorized vehicle use on the Property is prohibited, except as necessary to carry out uses permitted herein on the Property. Off-road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

Q. Development Rights. The Property shall not be developed except as expressly permitted by this Deed. Subject to valid existing rights of record, all development rights associated with the Property are vested in Grantee. The Parties agree that these development rights are terminated and extinguished and may not be used on or transferred off of the Property to any other property or otherwise used.

R. Signs. Except for no trespassing signs, for sale signs, and signs identifying the owner of the Property, all other signs, advertisements, and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet in size. The Parties agree that the United States has the right to erect and maintain signs on the Property for the purpose of identifying this easement.

S. Exotic Species. The introduction, cultivation, or use of exotic plant or animal species is prohibited on the Property without prior written approval of Grantee and subject to terms and conditions Grantee determines are necessary to ensure the protection of the grassland resources and other conservation values referenced in this Deed.

T. Subdivision. The Property may be subdivided with prior written approval by Grantee. The terms of this Deed shall apply to any subdivided parcels.

U. Utilities. The installation or relocation of new public or private utilities, including electric, telephone, or other communications services over the Property, is prohibited. Existing utilities on the Property may be maintained, repaired, removed, or replaced at their current location as identified in the Baseline Inventory Report. The installation, repair, and maintenance of

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underground utilities such as electric, gas, water, sewer lines, or other utilities may be permitted on the Property if Grantee determines that such activities will result in only a temporary disturbance to the surface of the soil, are consistent with conserving and maintaining the grassland and other conservation values, and provides the Grantor, in advance and in writing, approval subject to terms and conditions Grantee determines are necessary to ensure the viability of the grassland and other conservation values. The construction of wind and solar energy generation facilities are prohibited, except when their primary use is necessary for conducting common grazing practices on the Property, such as providing energy necessary for feeding, watering, and care of livestock, and the Grantee provides Grantor, in advance and in writing, approval subject to terms and conditions Grantee determines to ensure the protection of these conservation values.

V. Water Rights. Grantor shall retain the right to use the water rights described in Exhibit A for the present and future use on the Property, as well as all wells, ditches, canals, headgates, springs, reservoirs, water allotments, and water rights of ways associated with the Property and identified in the Baseline Inventory Report. With the prior written approval of Grantee, Grantor may transfer, lease, sell, or otherwise separate a portion of those water rights from the Property that the Grantee determines are not necessary to ensure the function of the grazing operation and the protection of the grassland and other conservation values.

W. Restoration. In furthering the conservation purposes of this Deed, Grantor may restore grasses, forbs, and shrubs on the Property if approved in advance and in writing by Grantee. In addition, Grantee shall have the right to enter the Property to undertake, at its own expense or on a cost-share basis with Grantor or other entity, activities to restore, protect, manage, maintain, enhance, and monitor the grassland and other conservation values.

IV. Affirmative Duties: Planning Requirements

A. Conservation Plan. The Parties agree that good resource management and land stewardship is important for present and future generations, for the protection and enhancement of grasses and other native and desirable, non-native vegetation on the Property, and in furtherance of its conservation values. The Grantor agrees to implement a Conservation Plan on the Property developed and approved by the Grantor and NRCS, which describes the practices, measures, and other conditions necessary for restoring and maintaining the viability of grassland and other conservation values. Subsequent to recording of this Deed, the Conservation Plan will be revised when necessary, as determined by NRCS or the Grantor, to reflect any changes in the use of the Property that affect the viability of the grassland or other conservation values. The revised Conservation Plan shall be developed and approved by the Grantor and NRCS. The Conservation Plan shall not include any provisions inconsistent with the purposes of this Deed.

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B. Pest and Weed Control. Grantor is responsible for control of noxious weeds and pests according to Federal and State law.

C. Forest Management Plan. Commercial harvesting shall be conducted in accordance with a forest management plan prepared by a licensed, professional forester, which is approved in advance and in writing by Grantee, and which does not impair the grassland and other conservation values, including the protection of animal and plant diversity. A copy of this plan shall be provided to and approved by Grantee at least one month prior to any timber harvest.

V. Enforcement and Transfer

A. Enforcement.

1. Grantee has the right to prevent, correct, or require correction of violations of the terms of this Deed. Upon notification to the Grantor, Grantee or Grantee's agents may enter the Property to inspect for violations, including, but not limited to, assessing compliance with the Conservation Plan or other plan described in Section IV above. However, notification by Grantee prior to entry is not required when the Grantee believes there may be a violation of the terms of this Deed. If Grantee finds a violation, Grantee may at its discretion take appropriate legal action in law or equity. Upon discovery of a violation, Grantee shall notify Grantor in writing of the violation. Except when an ongoing or imminent violation could, as determined by Grantee, seriously impair the conservation values of the Property, Grantee shall give Grantor written notice of the violation and 30 days to correct it before filing any legal action.
2. If Grantor fails to cure the violation within 30 days after receipt of a notice of violation, Grantee may bring an action in court to enforce the terms of this Deed, to enjoin the violation, and to require restoration of the Property to the condition that existed prior to any such injury. Where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in halting and correcting the violation, including but not limited to reasonable attorneys' fees.
3. Any delay by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor shall not be deemed a waiver by Grantee of such rights with respect to that violation. Moreover, any failure by Grantee to discover a violation of this Deed, or forbearance by Grantee in exercising its rights under this Deed in the event of any violation of its terms by Grantor, shall not be deemed a waiver by Grantee of such rights with respect to any subsequent violation.

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B. Transfer of Easement Ownership. Upon prior written consent from the Grantor, the Secretary of the United States Department of Agriculture ("Secretary") may transfer this easement to an Easement Holder, subject to the right to inspect the Property periodically and the terms set forth below. The Easement Holder must be a State agency, or private conservation or land trust organization which, at the time of transfer, is a qualified organization under 16 U.S.C. 3838q that the Secretary determines has the appropriate authority, expertise, and resources necessary to assume title ownership to this easement. This easement shall survive any merger of the fee and easement interests in the Property.

1. In the event that the Easement Holder fails to enforce the terms of this easement, as determined in the discretion of the Secretary, the Secretary, his or her successors and assigns, shall have the right to enforce the terms of this easement through any and all authorities available under Federal or State law or, at the option of the Secretary, to have all right, title, or interest in this easement revert to the United States of America. Further, in the event the Easement Holder dissolves or attempts to terminate this easement, then all right, title, and interest shall revert to the United States of America.
2. The Easement Holder may only transfer this easement to another qualified public or private entity as provided for under 16 U.S.C. 3838q(c)(1)-(4) as that statute reads on the day that this Deed is executed, and the Grantor consents to the transfer.
3. Should this easement be transferred pursuant to this provision, all warranties and indemnifications provided for in this Deed shall continue to apply to the United States. Subsequent to the transfer of this easement, the Easement Holder shall be responsible for conservation planning and implementation, and will adhere to the NRCS Field Office Technical Guide for maintaining the viability of grassland and other conservation values.
4. Due to the Federal interest in this Deed, this Deed cannot be subject to condemnation without the permission of the United States.

VI. General Terms

A. Access. No public access is conveyed by this Deed. Grantor maintains the right and obligation to prevent trespass and control access by the public pursuant to Federal and State law, provided that Grantee has the right of ingress and egress to the Property over Grantor's property, whether or not Grantor's property is adjacent to or appurtenant to the Property, for the exercise of

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Grantee's rights under this Deed. The authorized representatives of Grantee may utilize vehicles and other reasonable modes of transportation for access purposes.

B. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way affect any existing obligations of Grantor as the owner of the Property. For example:

1. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.
2. **Upkeep and Maintenance.** Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property.

C. Rights Acquired. The property rights of the United States acquired under this Deed shall be unaffected by any subsequent amendments to or repeal of the Grassland Reserve Program. If Grantor receives consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be effective upon payment of the first installment.

D. Subsequent Conveyances. Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time the transfer is consummated. Grantor and its successors and assigns shall specifically refer to this Deed in any subsequent lease, deed, or other instrument by which any interest in the Property is conveyed.

E. Subsequent Liens. No provisions of this Deed should be construed as impairing the ability of Grantor to use this Property as collateral for a loan, provided that any mortgage or lien associated with the loan is subject to or subordinated to this Deed.

F. Severability. If any provision of this Deed is found to be invalid, the remainder of its provisions shall remain in force.

G. Rules of Construction. This Deed shall be interpreted under the laws of the United States. Any ambiguities in this Deed and questions as to the validity of any of its specific provisions shall be resolved in favor of Grantee so as to preserve the conservation values of the Property and to give maximum effect to the purposes of this Deed.

H. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing

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standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Moreover, Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Material contributed after this date to the Property by Grantee.

I. General Indemnification. Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this

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Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

J. Notices. Any notices required by this Deed shall be in writing and personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee.

K. No Merger. If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

L. Acceptance. The signature below of Grantee's authorized representative constitutes acceptance of the rights and responsibilities conveyed by this Deed to the United States.

M. Captions. The captions used in this Deed have been inserted solely for convenience of reference. They are not part of this Deed and shall have no effect upon its interpretation.

N. Rights and Obligations. All provisions of this Deed apply to Grantor or Grantee and their respective agents, heirs, executors, administrators, assigns, and any other successors.

TO HAVE AND TO HOLD, this Conservation Easement Deed is granted to the United States of America and assigns. Grantor covenants that it is vested with good title to the Property and shall warrant and defend the same on behalf of the United States against all claims and demands. Grantor covenants to comply with the terms and conditions enumerated in this Deed governing use of the Property, and adjacent lands owned by the Grantor used for access to the Property, and to refrain from any activity that is restricted, prohibited, or inconsistent with the purposes of this Conservation Easement Deed.

Dated this 11th day of July, 2006.

Landowner(s) *Claude J. Furlong*
Claude J. Furlong
Kenneth R. Rice
Kenneth R. Rice

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Commonwealth of Pennsylvania

County of Lancaster

I _____, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States.

Acknowledgment

In the State or Commonwealth of Pennsylvania, County, Borough or Parish of ^{Lebanon} ~~Lancaster~~, on this 11th day of July, 2006, before me, the undersigned, a Notary Public in and for said jurisdiction, personally appeared Claude J. Furlong and Kenneth R. Rice to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said jurisdiction, the day and year above written.

(NOTARIAL SEAL)

Tonya M Blouch

Notary Public

My Commission Expires:



This instrument was drafted by the Natural Resources Conservation Service, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA'S TARGET Center at (202)720-2600 (Voice and TDD).

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD), USDA is an equal opportunity provider and employer.

ACCEPTANCE BY GRANTEE:

Acceptance of Rights and Duties Granted by Claude J. Furlong and Kenneth R. Rice in Respect to a Grassland Reserve Program Conservation Easement

I Denise Coleman (name), State Conservationist (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept a Grassland Reserve Program Conservation Easement for the Claude J. Furlong and Kenneth R. Rice (grantors) property, with respect to the rights and duties of the United States of America, Grantee. This easement was signed by grantors on July 11, 2006 and recorded in Lancaster County, Pennsylvania on July 28, 2006, as Document ID 5542589.

Dated this 31st day of January, 2013.

Denise Coleman
Signature

State Conservationist
Title

ACKNOWLEDGMENT

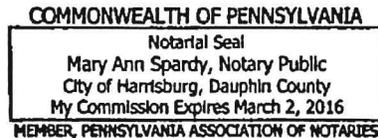
STATE OF Pennsylvania

COUNTY OF Dauphin

On this, the 31st day of January, 2013, before me a notary public, the undersigned officer, personally appeared Denise Coleman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Mary Ann Spardy
Notary Public



This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Claude J. Furlong
Legal Description

Beginning at a point in the centerline of Old Harrisburg Pike (SR 4020, a 80 foot wide right-of-way), as shown on the Boundary Plan for Claude J. Furlong, prepared by Steckbeck Engineering and Surveying Inc. dated February 16, 2006. said point also being on the southern property line of the lands of Edward and Susie Wissler, thence along said lands the three following courses and distances: 1) South 58 degrees 49 minutes 20 seconds East a distance of 692.89 feet to a iron pipe; 2) South 55 degrees 53 minutes 20 seconds East a distance of 273.40 feet; 3) with a curve turning to the left having an arc length of 575.78 feet, a radius of 3090.40 feet, a chord bearing of South 63 degrees 32 minutes 36 seconds East, and a chord length of 574.95 feet, to an iron pin on the northern right-of-way line of Spooky Nook Road (SR 4001, a 65 foot wide right-of-way), thence along said right-of-way line, South 55 degrees 25 minutes 25 seconds West a distance of 78.17 feet to an iron pin, on the northern property line of the lands of Salunga Land Development Corp., thence along said lands the three following courses and distances: 1) North 65 degrees 10 minutes 15 seconds West a distance of 387.35 feet; 2) South 28 degrees 41 minutes 08 seconds West a distance of 30.50 feet; 3) South 47 degrees 04 minutes 39 seconds West a distance of 230.95 feet, to a point at the northeast corner of the lands of Randall M. and Michelle T. Cooper, thence along said lands the two following courses and distances: 1) South 46 degrees 43 minutes 28 seconds West a distance of 175.70 feet to a iron pin; 2) South 43 degrees 02 minutes 33 seconds East a distance of 279.44 feet, to a point on the northern right-of-way line of Spooky Nook Road, thence along said right-of-way line, South 56 degrees 36 minutes 48 seconds West a distance of 740.42 feet to a point on the northern property line of the lands of Kenneth E. Zurin Living Trust, thence along said lands the two following courses and distances: 1) North 28 degrees 26 minutes 16 seconds West a distance of 764.61 feet to a tree; 2) South 62 degrees 55 minutes 37 seconds West a distance of 816.10 feet to a point on the northern property line of the lands of Robert L. Haldeman, thence along a portion of said lands, North 28 degrees 08 minutes 58 seconds West a distance of 286.05 feet to a point in the Chiques Creek, said point also being the southeast corner of the lands of Rebecca S. Beiler, thence along said lands the four following courses and distances: 1) North 06 degrees 15 minutes 20 seconds East a distance of 145.32 feet; 2) North 10 degrees 19 minutes 56 seconds West a distance of 66.00 feet; 3) South 47 degrees 10 minutes 04 seconds West a distance of 24.70 feet; 4) North 26 degrees 25 minutes 56 seconds West a distance of 498.20 feet to a point at the southwest corner of the lands of Donald G. Raymond, thence along said lands and the lands of David F. and Annie M. Stoltzfus, the nine following courses and distances: 1) North 46 degrees 10 minutes 04 seconds East a distance of 180.52 feet; 2) North 39 degrees 34 minutes 56 seconds West a distance of 40.00 feet; 3) North 46 degrees 10 minutes 04 seconds East a distance of 45.20 feet;

4) North 36 degrees 15 minutes 56 seconds West a distance of 648.09 feet; 5) North 23 degrees 50 minutes 04 seconds East a distance of 41.48 feet; 6) North 53 degrees 21 minutes 56 seconds West a distance of 53.22 feet; 7) South 38 degrees 00 minutes 04 seconds West a distance of 142.54 feet; 8) North 32 degrees 23 minutes 56 seconds West a distance of 376.60 feet; 9) South 77 degrees 31 minutes 56 seconds East a distance of 169.92 feet to a point in the centerline of Old Harrisburg Pike, thence in and through Old Harrisburg Pike the two Following Courses and distances: 1) with a curve turning to the left having an arc length of 907.75 feet, a radius of 1432.69 feet, a chord bearing of South 61 degrees 24 minutes 51 seconds East, and a chord length of 892.64 feet; 2) South 80 degrees 39 minutes 53 seconds East a distance of 906.59 feet to the place of beginning.

Containing an area of 2390962 square feet, 54.79 acres.

Legal Description of Railroad Right-of-Way
Over the lands of
Claude J. Furlong

Beginning at point on the eastern line of the lands of Robert L. Haldeman; thence along a portion of said lands; North 28 Degrees 08 Minutes 58 Seconds West a distance of 59.99 feet; thence crossing the lands of Claude J. Furlong the following three courses and distances: 1) North 62 Degrees 55 Minutes 33 Seconds East a distance of 1382.13 feet; 2) with a curve turning to the right having an arc length of 480.11 feet, with a radius of 529.98 feet, and a chord bearing North 88 Degrees 52 Minutes 41 Seconds East, with a length of 463.86 feet; 3) South 65 Degrees 10 Minutes 15 Seconds East a distance of 180.52 feet, to a point on the northern line of the lands of Randall M and Michele T. Cooper; thence along said lands the two following courses and distances: 1) South 28 Degrees 41 Minutes 08 Seconds West a distance of 30.50 feet; 2) South 47 Degrees 04 Minutes 39 Seconds West a distance of 31.95 feet; thence crossing the lands of Claude J. Furlong the following two courses and distances: 1) North 65 Degrees 10 Minutes 15 Seconds West a distance of 166.37 feet; 2) with a curve turning to the left having an arc length of 425.76 feet, with a radius of 470.00 feet, and a chord bearing South 88 Degrees 52 Minutes 41 Seconds West, with a length of 411.35 feet; thence crossing a portion of the lands of Claude J. Furlong and along the northern line of the lands of Kenneth Zurin Living Trust, South 62 Degrees 55 Minutes 37 Seconds West a distance of 1381.00 feet, to the point of beginning.

Containing an area of 120616 S.F., 2.77 Acres

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	6068537
Page Number	6068537
Date Recorded	4-4-13

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) 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 family relationship or public utility easement. If more space is needed, attach additional sheets.

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

Name	Allegheny Realty Settlement, LLC			Telephone Number:	(814) 337-1172
Mailing Address	City	State	ZIP Code		
15957 Conneaut Lake Road, Suite 10B	Meadville	PA	16335		

B. TRANSFER DATA

Grantor(s)/Lessor(s)	Claude J Furlong and Kenneth R Rice	
Mailing Address	2230 Spooky Nook Road	
City	State	ZIP Code
Mt Joy	PA	17552

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)	United States of America	
Mailing Address	c/o USDA One Credit Union Place, Suite 340	
City	State	ZIP Code
Harrisburg	PA	17110

D. REAL ESTATE LOCATION

Street Address	vacant land		City, Township, Borough	West Hempfield Township	
County	School District	Tax Parcel Number		portion of 300-26440 & 300-83793	
Lancaster					

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	X 1.27	=

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
100.00	100	100

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities 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. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) This is a re-recording of an Easement Deed original filed omitting the Acceptance Clause signed by the Grantee. The re-recording now includes this Acceptance Clause.

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 or Responsible Party	Date
	3-26-13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

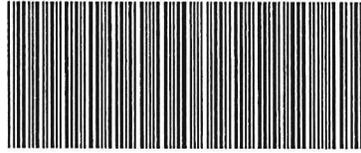
Exhibit "G"

Lancaster County

Steve McDonald
 Recorder of Deeds
 50 N. Duke Street
 P.O. Box 83480
 Lancaster, PA 17608-3480
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 5824407
 RECORDED DATE: 11/18/2009 02:41:17 PM



2409563-0013Q

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 6

Document Type: EASEMENT

Transaction Reference:

Document Reference:

Transaction #: 2403050 - 1 Doc(s)

Document Page Count: 5

Operator Id: boydj

RETURN TO: (Email)

Deb LaVenice
 Nikolaus & Hohenadel
 327 Locust Street
 Columbia, PA 17512

SUBMITTED BY:

Deb LaVenice
 Nikolaus & Hohenadel
 327 Locust Street
 Columbia, PA 17512

GRANTOR(S)/MORTGAGOR(S):

CLAUDE J FURLONG
 KENNETH E RICE

GRANTEE(S)/MORTGAGEE(S):

SALUNGA LAND DEVELOPMENT COMPANY INC

*** PROPERTY DATA:**

Parcel ID #: 300

Municipality: WEST HEMPFIELD TOWNSHIP
 (100%)

School District: HEMPFIELD SD

*** ASSOCIATED DOCUMENT(S):**

CONSIDERATION/SECURED AMT: \$0.00
TAXABLE AMOUNT: \$0.00

FEES / TAXES:

RECORDING FEE: EASEMENT/RIGHT OF WAY	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
PA SURCHARGE #6548	\$10.00
EXTRA PAGE FEE	\$2.00
Total:	\$30.50

INSTRUMENT # : 5824407
 RECORDED DATE: 11/18/2009 02:41:17 PM

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



Steve McDonald
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared by: John F. Markel, Esquire
Return to: Nikolaus & Hohenadel, LLP
327 Locust St.
Columbia, PA 17512
Parcel ID#: #300-47996-0-0000

RIGHT-OF-WAY/EASEMENT EXTINGUISHMENT AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of September, 2009, by and between **CLAUDE J. FURLONG** and **KENNETH R. RICE**, tenants in common of the County of Lancaster and Commonwealth of Pennsylvania (hereinafter collectively known as "**FURLONG & RICE**"), and **SALUNGA LAND DEVELOPMENT COMPANY, INC.**, a Pennsylvania Corporation with office in the County of Lancaster and Commonwealth of Pennsylvania (hereinafter called "**SALUNGA LAND**").

WITNESSETH

WHEREAS, FURLONG & RICE are the owners of all that certain property technically known as 2230 Spooky Nook Road, Mount Joy, West Hempfield Township, Lancaster County, Pennsylvania, more fully described in a certain deed dated December 29, 2004 recorded in the Office of the Recorder of Deeds in and for the County of Lancaster to Document ID Number 5386950; and,

WHEREAS, SALUNGA LAND is the owner of all that certain parcel and/or parcels of land known as 127 Prospect Road, Salunga, West Hempfield Township, Lancaster County, Pennsylvania; and,

WHEREAS, there is a certain deed from **SALUNGA LAND DEVELOPMENT COMPANY, INC.** to John Cooper dated June 10, 1965 and recorded in the Office of the

Recorder of Deeds in and for the County of Lancaster in Record Book X, Volume 55, Page 1121, a certain 24 foot wide right-of-way/easement in the form of a 24 foot driveway was created across the land of **SALUNGA LAND DEVELOPMENT COMPANY, INC.** servicing the aforementioned land of **FURLONG & RICE** as set forth above; and,

WHEREAS, the undersigned parties now recognize that the portion of said 24 foot wide easement/right-of-way that crosses over the land of **SALUNGA LAND** from Prospect Road in a westerly direction to Spooky Nook Road, is no longer of use to **FURLONG & RICE**; and,

WHEREAS, the parties desire to reduce to writing their rights and obligations regarding the extinguishment of said right-of-way between said Prospect Road and Spooky Nook Road as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in further consideration as set forth below, the parties agree as follows:

1. **CLAUDE J. FURLONG** and **KENNETH R. RICE** do hereby agree and acknowledge that they do hereby extinguish and forever discharge all of their right, title and interest to use that portion of the aforementioned 24 foot wide driveway as set forth above, said portion being more fully described as the area passing from Prospect Road in a westerly direction to Spooky Nook Road.

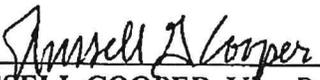
2. The parties further agree that as additional consideration, **SALUNGA LAND** does hereby waive the previous two years of water bills that have been commonly charged by **SALUNGA LAND DEVELOPMENT COMPANY, INC.** to **CLAUDE J. FURLONG** and **KENNETH R. RICE** regarding water service from the property of **SALUNGA LAND** to the property of **FURLONG & RICE**.

3. The parties further agree and acknowledge that all other terms and conditions of the aforementioned Easement Agreement remain in full force and effect.

4. The parties agree and acknowledge that the terms and conditions of this Right-of-Way/Easement Extinguishment Agreement shall be viewed as a covenant running with the land and shall be binding upon the heirs, successors and assigns of the parties hereto.

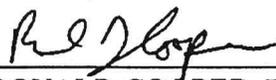
IN WITNESS WHEREOF, the parties have hereunto set their hand and seal to this Easement Agreement the day and year first above written.

ATTEST:



RUSSELL COOPER, Vice-President

SALUNGA LAND DEVELOPMENT
COMPANY, INC.

By: 

RONALD COOPER, President



CLAUDE J. FURLONG



KENNETH R. RICE

STATE OF PENNSYLVANIA)
)
COUNTY OF LANCASTER) SS:

ON THIS, the 24 day of September, 2009, before me, the undersigned officer, personally appeared RONALD COOPER, President and RUSSELL COOPER, Vice-President of SALUNGA LAND DEVELOPMENT COMPANY, INC., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the attached document and acknowledge that he/she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Danielle D. Lindemuth, Notary Public
West Hempfield Twp., Lancaster County
My Commission Expires July 15, 2013
Member, Pennsylvania Association of Notaries

Danielle D. Lindemuth
Notary Public

STATE OF PENNSYLVANIA)
)
COUNTY OF Lebanon) SS:

ON THIS, the 19th day of October, 2009, before me, the undersigned officer, personally appeared CLAUDE J. FURLONG and KENNETH R. RICE known to me (or satisfactorily proven) to be the persons whose names are subscribed to the attached document and acknowledge that he/she executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sylvia A. Beamesderfer, Notary Public
City of Lebanon, Lebanon County
My commission expires February 24, 2011

Sylvia A. Beamesderfer
Notary Public

REV-183 EX (11-04)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	5824407
Page Number	
Date Recorded	11/18/2009 02:41:17 PM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the 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 John F. Markel, Esquire		Telephone Number: 717-684-4422	
Street Address 327 Locust Street	City Columbia	State PA	Zip Code 17512

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Claude J. Furlong & Kenneth E. Rice		Grantee(s)/Lessee(s) Salunga Land Development Co., Inc.	
Street Address 2230 Spooky Nook Rd.		Street Address 126 Prospect Rd.	
City Mt. Joy	State PA	Zip Code 17552	City Salunga
	State PA	Zip Code 17538	

C. PROPERTY LOCATION

Street Address 127 Prospect Road		City, Township, Borough West Hempfield Twp.	
County Lancaster	School District Hempfield	Tax Parcel Number 300-47996-0-0000	

D. VALUATION DATA

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value N/A	5. Common Level Ratio Factor X N/A	6. Fair Market Value = N/A

E. EXEMPTION DATA

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

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (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 Instrumentalities 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.) The parties hereto are simply extinguishing a long and now unnecessary easement so that the original easement will no longer be in existence and is totally removed from the courthouse records effecting the above two properties-no consideration passed.

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 or Responsible Party <i>John F. Markel, Esq.</i>	Date 11-9-09
--	------------------------

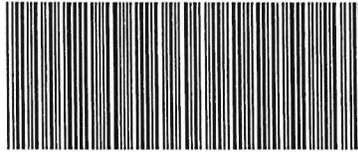
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 5902042
 RECORDED DATE: 12/17/2010 02:07:04 PM



2736724-0013S

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 4

Document Type: EASEMENT/RIGHT OF WAY
Transaction Reference:
Document Reference:

Transaction #: 2717029 - 1 Doc(s)
Document Page Count: 3
Operator Id: boydj

RETURN TO: (JMGasson@pplweb.com)
 **PLEASE NOTE: Recorded documents with completed
 Cover Pages are returned via email to the email address(es)
 identified above.
 Jean Gasson
 651 Delp Rd.
 Lancaster, PA 17601
 717-560-2482

SUBMITTED BY: (JMGasson@pplweb.com)
 Jean Gasson
 651 Delp Rd.
 Lancaster, PA 17601

*** PROPERTY DATA:**

Parcel ID #: 300
 Municipality: WEST HEMPFIELD TOWNSHIP
 (100%)
 School District: HEMPFIELD SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: EASEMENT/RIGHT
 OF WAY \$13.00
 CRC #6544 \$2.00
 RIF #6543 \$3.00
 WRIT TAX \$0.50
 PA SURCHARGE #6548 \$23.50
Total: \$42.00

INSTRUMENT # : 5902042
 RECORDED DATE: 12/17/2010 02:07:04 PM

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



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared By" PPL Electric Utilities Corporation
"Return To" R/W Department, 501 North Reading Road
Ephrata, PA 17522-9690
Telephone 717-721-4920
"Parcel ID #" 3002644000000

THIS INSTRUMENT SOLELY GRANTS, VESTS, OR CONFIRMS A PUBLIC UTILITY EASEMENT,

Form 4338 (2/2002) R

5 3 6 0 5 2



INDIVIDUAL RIGHT-OF-WAY AGREEMENT

THE UNDERSIGNED, intending to be legally bound, hereby grant unto PPL Electric Utilities Corporation, its successors, assigns and lessees, the right to construct, reconstruct, operate and maintain its electric and communication lines consisting of **one (1) pole, overhead and underground facilities**, as shown on plan hereto attached and made a part hereof including wires, cables, fixtures and apparatus upon, across, over, under and along the property which the undersigned owns or has any interest located **off Old Harrisburg Pike** situate in the **Township of West Hempfield**, County of Lancaster, Commonwealth of Pennsylvania; and along the public highways adjoining the said property, including the right of ingress and egress to and from the said lines for any of the aforesaid purposes; also the right to cut down no trees within zero (0)feet each side of centerline of the electric and/or communication lines and the right to trim any and all trees within ten (10) feet each side of centerline of the electric and/or communication lines and to remove brush along said lines which in the judgment of said PPL Electric Utilities Corporation menace the said lines; and also the right to permit the attachment of wires and cables of any other person or company to said poles. ~~The said PPL Electric Utilities Corporation, its successors, assigns, and lessees, shall not be limited in its or their enjoyment of the rights hereby granted as may be first constructed, but shall have at all times in the future the right to construct, operate and maintain and from time to time to reconstruct additional electric and/or communication wires, cables, fixtures and apparatus upon, across, over, under and along subject property.~~ Any poles or facilities erected hereunder along a highway, whether within or outside the highway limits, may be relocated to conform to new or relocated highway limits.

*CRF
JMA*

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this 21 day of JULY 2010.

2230 Spooky Nook Road, Mount Joy PA 17552

(P.O. Address)

Signed, sealed and delivered in the presence of:

x *Joseph M Adams*
Witness
x *Joseph M Adams*
Witness

x *Claude J Furlong* (SEAL)
(Owner)
x *Kenneth R Rice* (SEAL)
(Owner)

(1) POLE, OH + UG
36467 S 28395

CLAUDE J. FURLONG
KENNETH R. RICE

COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF LANCASTER)

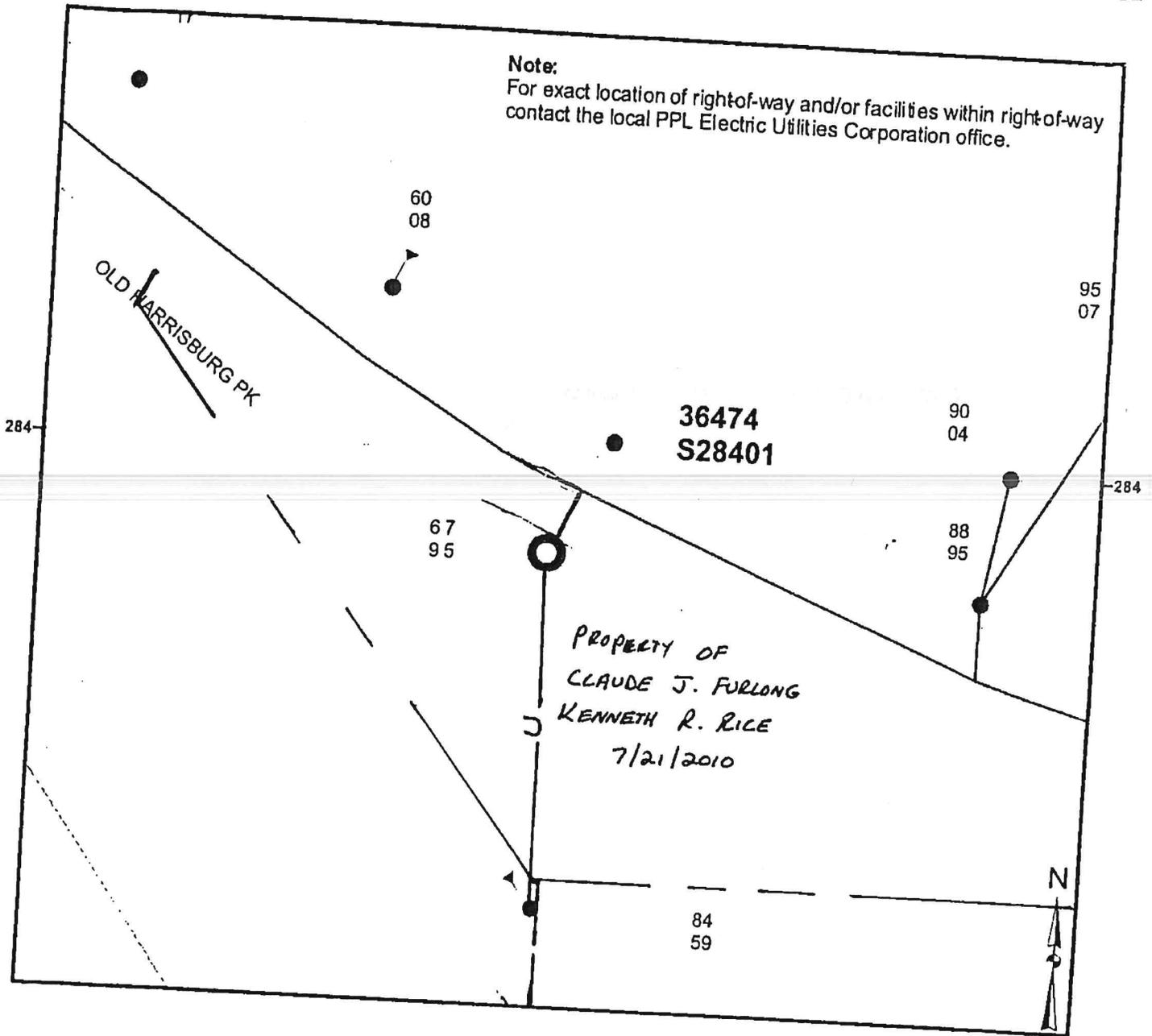
On this 21 day of JULY A.D., 2010 before me, personally
appeared CLAUDE J. FURLONG AND KENNETH R. RICE
known to me (or satisfactorily proven) to be the person(s) whose names ARE
subscribed to the within instrument and acknowledged that THEY
executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joseph M. Adams, Notary Public
Ephrata Twp., Lancaster County
My Commission Expires Oct. 8, 2011
Member, Pennsylvania Association of Notaries

Joseph M. Adams
Notary Public

Note:
For exact location of right-of-way and/or facilities within right-of-way
contact the local PPL Electric Utilities Corporation office.



Not for Construction

Legend

- ┆ Anchor Guy, Existing
- Pole, Proposed
- Pole, Existing
- ▽ OH Transformer, Existing
- Overhead Wires, Proposed
- Overhead Wires, Existing
- U Underground Cables, Proposed (Boring by PPL or designee)

W.O.: 288631	PLAN SHOWING FACILITIES ON PROPERTY OF: <i>CLAUDE J. FURLONG</i> <i>KENNETH R. RICE</i>
WR.: 536052	
S.R.: N/A	
SCALE: N.T.S.	WEST HEMPFIELD TWP LANCASTER COUNTY
DATE: 7/12/2010	PPL Electric Utilities Corporation ALLENTOWN, PENNA.
ENGR.: Homberger, Ryan	APPROVAL: _____ DATE: _____
	SIGNATURE: _____
	DWG. NO. LLA-36441S28410-R/W-0