

## CONDITIONS OF SALE

The conditions of the present private sale, held this Ninth day of February, 2019, are as follows:

1. **SELLER**: This sale is held on behalf of RUSTIN J. HERR and HEATHER J. HERR, husband and wife (hereinafter referred to as SELLER), the present owner of the Premises as hereinafter set forth.

2. **PREMISES**: The property to be sold, hereinafter referred to as the Premises, is more particularly described as follows and on the attached Exhibit "A":

3 Sproul Road, Colerain Township, Christiana, Lancaster County, Pennsylvania  
Tax Account # 100-71767-0-0000 containing 71.08 acres with improvements

3. **PURCHASE AND DOWN PAYMENT**: The auctioneer, Beiler-Campbell Auction Services, shall take bids upon the Premises and in the event the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Lanchester Land Transfer LLC, to be held in escrow and applied against the purchase price at settlement hereunder. **THE SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

4. **REBIDDING**: If any dispute arises among bidders, the property shall immediately be up for renewal bidding by the auctioneer.

5. **TITLE**: (a) The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises insurable without exception at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim, and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. This Paragraph 5 only sets forth the quality of title to be conveyed by the Seller to the Purchaser. Nothing herein shall be construed as obligating the Seller to provide any title search, or title insurance, at the Seller's expense. The costs of any title search and title insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 7 hereof.

If Seller is unable to convey title of the quality set forth above on or before the Settlement Date, (as hereinafter defined) Seller shall have the option to extend the Settlement Date for an additional thirty (30) days, or for such longer period as Seller and Purchaser may agree to in writing (the "Title

Extension Period”), during which period Seller may seek to cure such title matters. If Seller declines to extend the Settlement Date or is unable to cure the title matters during any Title Extension Period, Purchaser may elect either to (1) take such title as Seller can give or (2) terminate this Agreement. If Purchaser elects to terminate this Agreement as provided above, Seller will return to Purchaser all payments made to Seller on account of the Purchase Price and reimburse Purchaser for all costs for searching title, appraisals, inspections, and preparation of the deed, mortgage, and other settlement papers. This Agreement and all obligations hereunder will terminate upon Seller’s return and payment of the above amounts.

6. **SETTLEMENT**: Settlement shall be held at the office of Sam Goodley Law LLC, 208 E. Locust Street, Oxford, PA 19363, or at such other place as Purchaser may elect, on or before April 10, 2019, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement.

7. **COSTS**:

(a) Acknowledgments to deeds shall be paid by Seller.

(b) All required state and local realty transfer taxes shall be paid by Purchaser.

(c) Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.

(d) Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.

(e) Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller’s title to the Premises insurable at regular rates by a title insurance company of Seller’s choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.

(f) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to, deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purported to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller. Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

8. **SURVEY**: Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description, shall be made at Purchaser’s expense.

9. **EMINENT DOMAIN AND EASEMENTS**: The Seller represents that there are no pending and unsettled eminent domain proceedings, no 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 the Premises of which the Seller has knowledge; that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for 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, except such easements as may appear of record, such easements as may be disclosed by a reasonable inspection of the Premises, or which are noted in these Conditions. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligations to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages, or sums are paid after the date of settlement, Purchaser shall be entitled to receive the same. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Seller's receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

10. **CONDITION OF PROPERTY AND FIXTURES:** At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain.

The Seller's Disclosure Statement attached hereto notwithstanding, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Premises or any improvements or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substance, materials or wastes, or that the Premises is in compliance with any federal, state or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

11. **REAL ESTATE SELLER DISCLOSURE ACT:** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §1021, et seq.) (hereinafter called the Act), requires that the seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. The Purchaser further acknowledges that the Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the Disclosure Statement attached hereto, and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with Act by the Seller. The Purchaser

hereby releases, remises and quitclaims unto Seller any and all claims, actions or causes of action under the Act. Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises, or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 11 of these Conditions of Sale.

The Purchaser further acknowledges that neither the attorney for the Seller, nor the auctioneer has made any specific representations regarding the Premises, and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser releases the auctioneer from any claims, actions or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

12. **LEAD BASED PAINT DISCLOSURE; WAIVER OF RISK ASSESSMENT:** This notice is provided pursuant to the requirements of regulations promulgated by the United States Environmental Protection Agency (hereinafter called EPA), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchaser's Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto, and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning.

*The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the property is to be sold "AS IS", and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.*

13. **RADON DISCLOSURE:** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon progeny. Several Radon daughters emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the property "AS IS", with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.

14. **ZONING**: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises, or the uses of the Premises that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

15. **FORMAL TENDER**: Formal tender of deed and purchase money are waived.

16. **INCLUSIONS WITH PREMISES**: Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises.

No items of personal property are included in the sale of the Premises unless otherwise specifically set forth herein. Nothing in the Sellers' Disclosure Statement attached hereto, setting forth the condition of any items of household goods, shall be interpreted as representing that the same shall be included in the sale of the Premises, unless such items are specifically listed in this Paragraph.

17. **EXCLUSIONS FROM PREMISES**:

18. **FIRE INSURANCE**: Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller or any mortgagee or other loss payee therefor. The Purchaser should inquire after the property is struck off concerning the amount of such insurance.

19. **PURCHASER'S DEFAULT**: In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

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

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

20. **1031 EXCHANGE** (if applicable): If Seller desires to effectuate a tax-deferred property exchange under Section 1031 of the Internal Revenue Code of 1986 (as amended), Buyer agrees to cooperate with Seller and sign all documents necessary to do so.

21. **USE AND OCCUPANCY**: Purchaser has sole responsibility to obtain and pay for the cost of any desired or required use and occupancy permit and any inspection or rectification required by a governing authority to occupy or settle on the Premises.

22. **SUMMARY OF CONDITIONS**: The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.

23. **PARTIES BOUND**: These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, personal representatives, executors and assigns.

24. **INTENT**: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

SELLER:

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RUSTIN J. HERR

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HEATHER J. HERR

Mailing address:  
3 Sproul Road  
Christiana, PA 17509

**PURCHASER'S AGREEMENT**

***The undersigned, as Purchaser, intending to be legally bound, hereby acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises.***

The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions therein as set forth, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty and 00/100 Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisements, stay and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement this Ninth day of February, 2019.

PURCHASERS:

Signature: _____	Address: _____
Printed Name: _____	Cell phone: _____
Signature: _____	Home phone: _____
Printed Name: _____	Email: _____

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), as down payment for the purchase of the Premises.

**LANCHESTER LAND TRANSFER LLC**

By: \_\_\_\_\_  
Samuel A. Goodley, III  
208 E. Locust Street, PO Box 80  
Oxford, PA 19363  
Phone: 610-998-1000

Exhibit "A"

ALL THAT CERTAIN parcel of land situate in Colerain Township, Lancaster County, Pennsylvania, being shown as Lot 1 on Lot Add-On Plan prepared for Carol E. Ware, dated July 14, 2014 by Register Associates, Inc., Kennett Square, Pennsylvania, and being more fully bounded and described as follows:

BEGINNING at the northeasterly corner in common of Lot 1 and lands now or late of Henry Z. and Mary S. Stoltzfus on the title line in Georgetown Road – S.R. 0896; thence from the point of beginning, along said title line, the following three (3) courses and distances: (1) South 45 degrees 34 minutes 49 seconds East 577.10 feet; (2) South 48 degrees 13 minutes 39 seconds East 1,288.60 feet; (3) South 50 degrees 58 minutes 39 seconds East 11.28 feet to a point on the title line in Sproul Road – T-355; thence along said title line, the following seven (7) courses and distances: (1) South 39 degrees 01 minutes 21 seconds West 26.83 feet; (2) South 33 degrees 48 minutes 07 seconds West 68.18 feet; (3) South 31 degrees 16 minutes 55 seconds West 39.48 feet; (4) South 27 degrees 50 minutes 31 seconds West 71.01 feet; (5) South 26 degrees 00 minutes 51 seconds West 95.08 feet to a corner of Lot 2; (6) along Lot 2, South 26 degrees 18 minutes 33 seconds West 588.81 feet; (7) continuing along Lot 2, South 25 degrees 32 minutes 22 seconds West 681.39 feet; thence leaving said title line, along lands now or late of Christopher E. Lazzarini and Adrienne B. Bonser and lands now or late of the Robert H. Crompton III Trust, North 48 degrees 47 minutes 37 seconds West 1,868.13 feet to an iron pin (found); thence continuing along said lands of the Robert H. Crompton III Trust, along the aforesaid lands of Henry Z. and Mary S. Stoltzfus, North 07 degrees 04 minutes 07 seconds East 744.07 feet to an iron pin (found); thence continuing along said lands of Stoltzfus, the following two (2) courses and distances; (1) North 30 degrees 57 minutes 32 seconds East 566.89 feet to an iron pin (found); (2) passing over an iron pin (found) 20.40 feet from the northeasterly terminus of this course, North 57 degrees 55 minutes 41 seconds East 407.40 feet to the point of beginning.

UNDER AND SUBJECT to the following conditions, covenants and restrictions:

Fox Hunting Clause:

Buyers agree that Andrews Bridge Foxhounds shall have the perpetual and exclusive fox hunting privileges on said property and that Andrews Bridge Foxhounds and its members shall have the right of ingress and egress over the property.

The property will be paneled accordingly and in a manner that is mutually agreeable to the buyers and Andrews Bridge Foxhounds. It is further agreed by the buyers that this Fox Hunting Clause shall be a covenant that runs with the land and if buyers ever sell said property, said Fox Hunting Clause will be included in the deed to the new buyers.

UNDER AND SUBJECT TO a Grant of Conservation Easement to Lancaster Farmland Trust, recorded 1/15/2015 as Document ID# 6183603.



Exhibit "A"

ALL THAT CERTAIN parcel of land situate in Colerain Township, Lancaster County, Pennsylvania, being shown as Lot 1 on Lot Add-On Plan prepared for Carol E. Ware, dated July 14, 2014 by Register Associates, Inc., Kennett Square, Pennsylvania, and being more fully bounded and described as follows:

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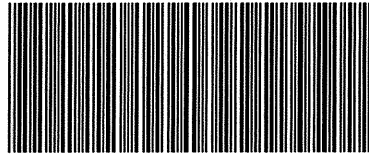
UNDER AND SUBJECT TO a Grant of Conservation Easement to Lancaster Farmland Trust, recorded 1/15/2015 as Document ID# 6183603.

**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 # : 6183603  
 RECORDED DATE: 01/15/2015 02:20:51 PM



3693986-00172

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 19

**Document Type:** EASEMENT/RIGHT OF WAY  
**Transaction Reference:** Farmland trust easement  
**Document Reference:** Farmland Trust Easement

**Transaction #:** 3606487 - 1 Doc(s)  
**Document Page Count:** 18  
**Operator Id:** macrinam

**RETURN TO:** (anvil@beiler-campbell.com)  
 \*\*PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above.  
 Anvil Land Transfer  
 402 Bayard Rd., Suite 500  
 Kennett Square, PA 19348

**SUBMITTED BY:** (anvil@beiler-campbell.com)  
 Karen Smith  
 402 Bayard Rd., Suite 500  
 Kennett Square, PA 19348

**\* PROPERTY DATA:**

Parcel ID #: 100  
 Municipality: COLERAIN TOWNSHIP (100%)  
 School District: SOLANCO 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	\$35.50
EXTRA PAGE FEE	\$28.00
<b>Total:</b>	<b>\$82.00</b>

INSTRUMENT # : 6183603  
 RECORDED DATE: 01/15/2015 02:20:51 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: LANCASTER FARMLAND TRUST  
RETURN TO: LANCASTER FARMLAND TRUST  
125 LANCASTER AVENUE  
STRASBURG, PA 17579  
TELEPHONE: (717) 687-8484

PARCEL ID#: 100-70670-0-0000 and 100-78848-0-0000

## LANCASTER FARMLAND TRUST GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement") in the nature of a restriction on the use of land for the purpose of preserving productive agricultural land is made by and between **CAROL W. GATES**, now known as **CAROL E. WARE**, and **BROWN BROTHERS HARRIMAN TRUST COMPANY OF DELAWARE, N.A.** (as successor to **Brown Brothers Harriman Trust Company of Pennsylvania, N.A.**), Trustees of the **JOHN H. WARE, III, IRREVOCABLE TRUST** under Agreement dated **January 23, 1991**, 1531 Walnut Street, Philadelphia, Pennsylvania 19102 ("GRANTORS") and **LANCASTER FARMLAND TRUST**, its successors, nominees or assigns, a qualified non-profit corporation created and organized under the laws of the Commonwealth of Pennsylvania and being tax exempt under Section 501(c)(3) of the Internal Revenue Code, with an address at 125 Lancaster Avenue, Strasburg, Pennsylvania 17579 ("GRANTEE").

WHEREAS, GRANTORS are the owners in fee of a property located in Colerain Township, Lancaster County, Pennsylvania, being Account Numbers 100-70670-0-0000 and 100-78848-0-0000, and being land partially described in a deed dated September 23, 2014 and recorded October 2, 2014 and fully described in a deed dated September 23, 2014 and recorded October 2, 2014 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, as Instrument Numbers 6166856 and 6166858, respectively, and identified as Lot 1 "Block A" and Lot 2 "Block A" in a Subdivision Plan dated July 14, 2014 and recorded December 23, 2014 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, as Instrument Number 2014-0297-J, and in Exhibit "A" and Exhibit "B" attached hereto (the "Property"). The Property consists of 71.08 acres, more or less. One (1) single-family detached dwelling unit is presently situated on the Property; and

WHEREAS, the Pennsylvania General Assembly, in enacting the Conservation and Preservation Easements Act, has recognized the importance and significant public and economic benefits of conservation easements; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania ("Legislature") authorizes the Commonwealth of Pennsylvania and counties thereof, as well as non-profit conservancies, to preserve, acquire, or hold lands for open space uses, and to preserve land in or acquire land for open space uses, which specifically includes farmland; and that actions pursuant to these purposes are for the public health, safety, and general welfare of the citizens of the Commonwealth of Pennsylvania and for the promotion of sound land development by preserving

suitable open spaces; and

WHEREAS, the Legislature has declared that public open space benefits result from the protection and conservation of farmland, including the protection of scenic areas for public visual enjoyment from public rights-of-way; that the conservation and protection of agricultural lands as valued natural and ecological resources provide needed open spaces for clean air, as well as, for aesthetic purposes; and that public benefit will result from the conservation, protection, development and improvement of agricultural lands for the production of food and other agricultural products; and

WHEREAS, the Property is located within the Chesapeake Bay Watershed, which is identified as a national treasure constituting the largest estuary in the United States and one of the largest and most biologically productive estuaries in the world; and

WHEREAS, Executive Order No. 13508 of 2009 was issued to promote the protection and restoration of the Chesapeake Bay; and

WHEREAS, the Executive Order Strategy for Protecting and Restoring the Chesapeake Bay Watershed includes a goal of protecting an additional two million acres of high-priority conservation lands by 2025; and

WHEREAS, the Chesapeake Bay Watershed Action Plan, in response to Executive Order No. 13508 of 2009, has declared specific goals to conserve land within the Chesapeake Bay Watershed. These goals include conserving landscapes treasured by citizens to maintain water quality and habitat; sustaining working farms, forests, and maritime communities; and minimizing conversion of forest, wetlands, and working farms to impervious surface cover. Furthermore, the plan sets forth goals to conserve lands of cultural, indigenous, and community value; and

WHEREAS, the Chesapeake Bay Commission and Chesapeake Conservancy, in a 2010 report, "*Conserving Chesapeake Landscapes: Protecting Our Investments, Securing Future Progress,*" recommends focusing on working lands by having states and localities continue and expand programs and advance new policy initiatives to conserve a critical mass of well-managed working farms and forests to ensure their economic viability into the future; and

WHEREAS, the Policy Plan of the Lancaster County Comprehensive Plan, adopted in 1999, and subsequently amended, sets forth county-wide community goals which include permanently preserving prime agricultural land for agricultural use; and

WHEREAS, the growth management element ("*Balance*") of the Lancaster County Comprehensive Plan, adopted in 2006, includes a goal of sustaining a rural way of life by maintaining the integrity of agricultural, natural, and historic lands and resources and the viability of the rural economy by protecting agricultural, natural, historic, and scenic resources within designated rural areas; and

WHEREAS, the cultural heritage element ("*Heritage*") of the Lancaster County Comprehensive Plan, adopted in 2006, includes a goal to identify, conserve and preserve Lancaster

County's heritage resources as a basis for retaining and enhancing strong community character and sense of place by developing new and enhancing existing tools and strategies for the conservation and preservation of Lancaster County's most significant tangible and intangible heritage resources; and

WHEREAS, *Heritage* also includes a goal to integrate the conservation and preservation of heritage resources in the economic development and revitalization of Lancaster County's towns, villages and rural working landscapes by identifying and implementing conservation models and actions that will sustain the economic vitality of Lancaster County's important rural, agricultural, and cultural "working" landscapes; and

WHEREAS, the green infrastructure element ("*Greenscapes*") of the Lancaster County Comprehensive Plan, adopted in 2009, includes a goal to preserve Lancaster County's exceptional natural resources by permanently protecting high quality areas identified in the Natural Heritage Inventory of Lancaster County through acquisition or easements targeted towards eliminating "gaps" and encouraging the contiguity and connectivity of lands with ecological significant habitats, species of concern, and other outstanding natural communities; and

WHEREAS, the Property is a part of the East Branch Octoraro Creek and Bull Run Natural Heritage Area according to the Natural Heritage Inventory of Lancaster County, updated in 2008 by the Pennsylvania Natural Heritage Program, which identifies high quality natural communities and areas that support species of concern and supports the prevention of conversion of agricultural lands to residential or industrial development; and

WHEREAS, the Property is zoned agriculture by the Colerain Township Zoning Ordinance; and

WHEREAS, the Colerain Township Zoning Ordinance, adopted in 2011, states that agriculture in Colerain Township and Lancaster County is a special non-replaceable resource which needs to be preserved for the benefit of the world and the nation as well as Lancaster County and the Township; and

WHEREAS, the open space of Lancaster County and Colerain Township is valuable for the health, safety, and general welfare of its inhabitants; and

WHEREAS, the soils and climate of Lancaster County and Colerain Township enable its farmers to produce the largest value of agricultural goods of any non-irrigated county in the nation. Lancaster County has the greatest concentration of Class I prime agricultural soils in any county in the nation. Over fifty percent of the soils in Colerain Township are Class I and II prime agricultural soils and Class III agricultural soils (agricultural soils of statewide importance); and

WHEREAS, the agricultural land of Colerain Township and Lancaster County has cultural value to its own citizens and also is an attraction to those who are tourists; and

WHEREAS, the aesthetic value of the agricultural land of Colerain Township and Lancaster County is of special significance; and

WHEREAS, the Colerain Township Comprehensive Development Plan Goals states that "Agricultural farmland should be preserved;" and

WHEREAS, the present character of the agricultural land is such that it is a valuable national economic resource, necessary of preservation; and

WHEREAS, the open space areas of Colerain Township and Lancaster County are an integral part of the culture which have attracted people and industry to Colerain Township and Lancaster County and are thus a part of the lifestyle of the Township and County; and

WHEREAS, GRANTEE has declared that the preservation of prime agricultural land is vital to the public interest of Lancaster County, the region, and the nation through its economic, environmental, cultural, and productive benefits; and

WHEREAS, GRANTORS, as owners in fee of the Property, intend to identify and preserve the agricultural and open space values of the Property; and

WHEREAS, the Property contains open space including approximately fifty-one (51) acres of tillable farmland; and

WHEREAS, the Property contains greater than one thousand eight hundred forty-five (1,845) feet of frontage along the west side of Georgetown Road and greater than one thousand five hundred fifty (1,550) feet of frontage along the north side of Sproul Road, and the public traveling these roads are afforded scenic views of the agricultural lands, whose beauty and open character shall be protected by this Easement; and

WHEREAS, seventy-three percent (73%) of the Property consists of Class II, prime agricultural soils, Chester silt loam (CbB), Glenelg silt loam (GbB), Newark silt loam (Nd) and Manor silt loam (MaB), and an additional twenty-five percent (25%) of the Property consists of soil of statewide importance, Glenelg silt loam (GbC and GbD), according to the Lancaster County Soil Survey published by the Natural Resource Conservation Service; and

WHEREAS, there are sixty-two (62) preserved farms, consisting of a total of four thousand sixteen (4,016) acres, within a two-mile radius of the Property, thereby strengthening the concentration of permanent agricultural lands; and

WHEREAS, the specific agricultural and open space values of the Property are documented in an inventory of relevant features of the Property, dated December 15, 2014, on file at the offices of the GRANTEE and incorporated herein and made a part hereof by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, GRANTORS desire and intend to transfer those rights and responsibilities of protection and preservation of the Property to the GRANTEE in perpetuity; and

WHEREAS, GRANTORS desire and intend that the agricultural and open space character of the Property be preserved, protected and maintained, and further desire to conserve and protect the Property from soil erosion, water pollution, and other man-induced disturbance of the Property and its resources; and

WHEREAS, GRANTEE is a qualified conservation organization under Pennsylvania Acts and the Internal Revenue Code, whose primary purposes are the preservation and protection of land in its agricultural and open space condition; and

WHEREAS, GRANTEE agrees by acquiring this Easement to honor and defend the mutually agreed to intentions stated herein and to preserve and protect in perpetuity the agricultural and open space values of the Property for the benefit of this generation and the generations to come; and

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the GRANTORS grant and convey to GRANTEE an easement on the Property for which the purpose is to assure that the Property's present agricultural, scenic, natural, wildlife habitat, open space and water resource values will be retained forever and to prevent any use that will impair the aforementioned values of the Property (the "Purpose"). To carry out this purpose the following deed restrictions are recorded.

#### **I. COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

With the preceding Background paragraphs incorporated by reference and intending to be legally bound, GRANTORS declare, make known, and covenant for themselves, their heirs, successors, and assigns, that the Property shall be restricted to agricultural and directly associated uses as hereafter defined. However, more restrictive applicable state and local laws shall prevail in the determination of permitted uses of land subject to these restrictions.

**1. Agricultural uses of land are defined for the purposes of this instrument as:**

The use of land for the production of plants and animals useful to man, including, without limitation, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; other livestock and fowl and livestock and fowl products, including the breeding and grazing of any or all such animals; bees and apiary products; fruits and vegetables of all kinds; nursery, floral and greenhouse products; silviculture; aquaculture; and the primary processing and storage of the agricultural production of the Property. The use of the Property for the production of tobacco is strictly prohibited.

- 2. Directly associated uses** are defined as customary, supportive and agriculturally compatible uses of farm properties in Lancaster County, Pennsylvania, and are limited to the following:
- a.** The direct sale to the public of agricultural products produced principally on the Property;
  - b.** Any and all structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property;

- c. Structures associated with the production of energy for use principally on the Property including wind, solar, hydroelectric, methane, wood, alcohol fuel, and fossil fuel systems and structures and facilities for the storage and treatment of animal waste produced on the Property;
- d. The provision of services or production and sale, by persons in residence, of agricultural goods, services, supplies and repairs and/or the conduct of on-farm businesses and traditional trades and the production and sale of home occupation goods, arts and crafts, as well as the accommodation of tourists and visitors within principally residential and/or agricultural structures, so long as:
  - (1) these uses remain incidental to the agricultural and open space character of the Property, and
  - (2) the total gross floor space of any structure and any related impervious surface coverage of the Property associated with the uses permitted under this Paragraph 2.d. does not exceed six thousand (6,000) square feet;
- e. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property;
- f. The accommodation of tourists and visitors within principally residential and/or agricultural structures on the Property, so long as this use is incidental to the agricultural and open space character of the Property; and
- g. Other similar uses considered upon written request to the GRANTEE.

All structures permitted under this Paragraph 2 are subject to the restrictions imposed by Article I, Paragraph 5. Furthermore, all structures permitted under Article I, Paragraph 2.d. are subject to the further restrictions set forth in such Paragraph.

- 3. Dwellings permitted on the Property.** GRANTORS and GRANTEE acknowledge that one (1) single-family detached dwelling unit ("Existing Dwelling") currently exists on the Property.
- a. GRANTORS reserve the right to construct one (1) additional single-family detached dwelling ("Reserved Dwelling") or one (1) apartment unit ("Apartment") on the Property. The gross floor area for either the Reserved Dwelling or Apartment shall not exceed three thousand (3,000) square feet.
  - b. GRANTORS shall hereafter be permitted to maintain, repair, expand and relocate the Existing Dwelling so that multiple generations of the owner's or operator's family may live and work together on the Property.
  - c. In the event the Existing Dwelling, Reserved Dwelling or Apartment is destroyed or substantially damaged, GRANTORS may construct a replacement Existing Dwelling, Reserved Dwelling or Apartment, as improved, at the location of the Existing Dwelling, Reserved Dwelling or Apartment, or in an alternative location with written approval by GRANTEE.
  - d. The construction, reconstruction, expansion or relocation of the Existing Dwelling, Reserved Dwelling or Apartment as permitted under this Paragraph 3, is subject to the impervious surface restrictions imposed by Article I, Paragraph 5.
  - e. Other residential uses of the Property are prohibited.



4. **Subdivision of the Property.** It is the intention of the GRANTORS to promote agricultural production. No subdivisions of the Property shall be permitted.
5. **Maximum Impervious Surface Coverage.** The total surface coverage of the Property by impervious surfaces for existing and all other permitted structures, walkways, driveways, parking areas, etc., constructed hereafter shall not exceed five percent (5%) of the Property. For purposes of this Paragraph 5, impervious surfaces shall be defined as any material which covers land which prohibits the percolation of stormwater directly into the soil, including, without limitation, buildings, structures without permanent foundations and the area covered by the roofs of nonpermanent structures.
6. **Non-Agricultural Uses.** Institutional, industrial, and commercial uses other than those uses described in Article I, Paragraphs 1 and 2 are prohibited.
7. **Recreation.** Non-commercial, passive recreational uses (e.g., hiking, hunting and fishing, picnicking, birdwatching, cross-country skiing) are permitted on the Property. Passive recreational uses shall be defined as those recreational pursuits that do not leave evidence that the activity has taken place and/or require trails or allow trails to be created on the Property, except trails for equine activities. Non-passive and/or commercial recreational development and use of the Property, including, without limitation, uses involving structures or extensive commitment of land resources (e.g., golf courses, racetracks for uses other than equestrian use, tennis clubs, baseball, soccer and other ball fields, and similar uses), shall be prohibited. Equine breeding and training facilities shall be interpreted to be non-commercial passive recreational uses for purposes of this Paragraph 7.
8. **Removal of Natural Resources.** The extraction of minerals by surface mining and/or the removal of topsoil from the Property by methods including, without limitation, bulk or sod-farming practices shall be prohibited. The extraction of subsurface or deep-mined minerals, including, without limitation, gas and oil, shall be permitted; provided, however, that (a) the extraction of such subsurface or deep-mined minerals may occupy, at any time, no more than one percent (1%) of the total surface acreage of the Property and (b) GRANTORS shall promptly repair any damage to the Property caused by the extraction of subsurface or deep mined minerals and replace the surface of the ground to the state that existed immediately prior to the mining so as not to affect the agricultural viability and uses of the Property.
9. **Soil and Water Conservation.** All agricultural production and equine activity on the Property shall be conducted in accordance with a conservation plan ("Conservation Plan") approved by the GRANTEE. Such plan shall be updated upon any change in the basic type of agricultural production or equine activity conducted on the Property. Any amendments, updates or modifications to the Conservation Plan must have the written consent of the GRANTEE. The GRANTEE shall keep a current Conservation Plan in its files and will make the plan available to subsequent owners of the Property. If there is any conflict or inconsistency between the terms of the Conservation Plan and this Easement, the terms of this Easement shall control. Without limiting the foregoing, the GRANTORS and GRANTEE agree that if the Conservation Plan contains any summaries of, or representations about the terms or conditions of this Easement, any conflict or inconsistency between the terms and conditions

of this Easement and the Conservation Plan shall be governed by the express terms and conditions herein and not in the Conservation Plan. In addition to the requirements established by the GRANTEE, the Conservation Plan shall include an installment schedule, maintenance program, and nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the Property. GRANTEE shall have the right, but not the obligation, to monitor and enforce the Conservation Plan.

10. **Hazardous Wastes.** Use of the Property for dumping, storage, processing or landfill of solid or hazardous wastes produced on-site or off-site is prohibited, except when such solid wastes are used as an integral part of the farm operation and the use receives prior written approval by the GRANTEE.
11. **Signs and Advertising.** Signs, billboards, and outdoor advertising structures may not be displayed on the Property; however, signs, the combined area of which may not exceed twenty-five (25) square feet, may be displayed to state only the name of the Property and the name and address of the occupant, to advertise an on-site activity permitted herein, and to advertise the Property for sale or rent.
12. **Utilities.** Notwithstanding any other provision of this Easement, no private or public utilities including, without limitation, sewerage pumping stations, pipelines, electrical transmission lines and free-standing communication towers are permitted on the Property without the prior written consent of the GRANTEE.
13. **Laws Governing Agricultural Production.** GRANTORS and GRANTEE acknowledge that there are existing Pennsylvania laws and regulations governing agricultural operations, including, without limitation, accelerated soil erosion, nutrient management, the application of restricted-use pesticides and the application of treated municipal sewage sludge. These laws include, without limitation, the Pennsylvania Clean Streams Law (35 P.S. §§691.1 et seq.), the Nutrient Management Act (3 Pa.C.S.A. §§501 et seq.), the Solid Waste Management Act of 1980, as amended (35 P.S. §§6018.101 et seq.) and the regulations promulgated thereunder in Title 25 of the Pennsylvania Code, and the Pennsylvania Pesticide Control Act of 1973 (3 P.S. §§111.21 et seq.). GRANTORS, their heirs, successors and assigns agree to conduct all agricultural operations on the Property in compliance with the above-mentioned laws, as amended and superseded, and the regulations promulgated thereunder, and such similar or related laws, statutes, ordinances and regulations which may be enacted from time to time. All agricultural production on the Property shall be conducted in a manner that will not destroy or substantially and irretrievably diminish the productive capability of the Property.

## II. GENERAL PROVISIONS

1. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
2. **Rights of GRANTEE.** To accomplish the Purpose of this Easement the following rights are conveyed to GRANTEE by this Easement:

- a. To preserve and protect the conservation values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Article II, Paragraph 3; provided that, except in cases where GRANTEE determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to GRANTORS, and GRANTEE shall not in any case unreasonably interfere with GRANTORS' use and quiet enjoyment of the Property; and
- c. To prevent any activity on, or use of, the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Article II, Paragraph 3.

**3. GRANTEE's Remedies.**

- a. **Notice of Violation; Corrective Action.** If GRANTEE determines that a violation of the terms of this Easement has occurred or is threatened, GRANTEE shall give written notice to GRANTORS of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by GRANTEE.
- b. **Injunctive Relief.** The GRANTEE, its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, without limitation, the right to require the GRANTORS to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement.
- c. **Costs of Enforcement.** All reasonable costs incurred by GRANTEE in enforcing the terms of this Easement against GRANTORS, including, without limitation, costs of suit and attorneys' fees, and any cost of restoration necessitated by GRANTORS' violation of the terms of this Easement shall be borne by the GRANTORS; provided, however, that if GRANTORS ultimately prevail in a judicial enforcement action each party shall bear its own costs.
- d. **Forbearance.** Forbearance by GRANTEE to exercise its rights under this Easement in the event of any breach of any term of this Easement by GRANTORS shall not be deemed or construed to be a waiver by GRANTEE of such term or of any subsequent breach of the same or any other term of this Easement or of any of GRANTEE's rights under this Easement. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTORS shall impair such right or remedy or be construed as a waiver.

4. **Acts Beyond GRANTORS' Control.** Nothing contained in this Easement shall be construed to entitle GRANTEE to bring any action against GRANTORS for any injury to or change in the Property resulting from causes beyond GRANTORS' control, including, without limitation, fire, flood, storm, earth movement, and acts of trespassers that GRANTORS could not reasonably have anticipated or prevented, or from any prudent action taken by GRANTORS under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that GRANTORS could not reasonably have anticipated or prevented, GRANTORS agree that GRANTEE has the right to pursue enforcement action against the responsible parties.

- 5. Successors.** The restrictions contained herein shall apply to the land as an open space easement in gross in perpetuity. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "GRANTORS" and "GRANTEE," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named GRANTORS and their legal representatives, heirs, successors and assigns, and the above-named GRANTEE and its successors and assigns.
- 6. Extinguishment and Condemnation.**
- a. Extinguishment.** If circumstances arise in the future that render some or all of the purposes of this Easement impossible to accomplish, this Easement or any part thereof can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. GRANTEE shall be entitled to twenty-five percent (25%) of the proceeds from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment.
- b. Change in Economic Condition.** In making this grant, GRANTORS have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. GRANTORS believe that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and GRANTORS and GRANTEE intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Article II, Paragraph 6.a.
- c. Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, GRANTORS and GRANTEE shall act jointly to recover the full value of the interests in the Property subject to the taking or the purchase in lieu thereof and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by GRANTORS and GRANTEE in connection with the taking or purchase in lieu thereof shall be paid out of the amount recovered. GRANTEE's share of the balance of the amount recovered shall be determined by multiplying that balance by twenty-five percent (25%).
- 7. Application of Proceeds.** GRANTEE shall use any proceeds received under the circumstances described in Article II, Paragraph 6 in a manner consistent with its conservation purposes, which are exemplified by this Easement.
- 8. Subsequent Transfers of Property.** GRANTORS and each subsequent owner of the Property shall incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. GRANTORS and future owners further agree to give written notice to GRANTEE of the transfer of any interest at least ten (10) days prior to the date of such transfer. The failure of GRANTORS or any future owner of the Property to perform any act required by this Paragraph 8 shall not impair the validity of this Easement or limit its

enforceability in any way; provided, however, nothing contained herein shall be deemed to require the joinder of the GRANTEE in any instrument by which GRANTORS transfer an interest in the Property.

- 9. Hold Harmless.** GRANTORS and their heirs, legal representatives, successors and assigns shall hold harmless, indemnify and defend GRANTEE and its members, directors, officers, employees, agents and contractors and their respective heirs, legal representatives, successors and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with (a) the result of a violation or alleged violation of, the enforcement of and/or any contribution action relating to any state or federal environmental statute or regulation including, without limitation, the Hazardous Sites Cleanup Act (35 P.S. §§6020.101 et seq.) and statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials; (b) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of costs, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection; (c) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties and only that negligent party shall be deprived of this protection; and (d) the obligations, covenants, representations, and warranties of Article II, Paragraphs 10 and 11.
- 10. Costs, Legal Requirements, and Liabilities.** GRANTORS, their heirs, legal representatives, successors and assigns, retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage, payment, as and when due, of all real estate taxes and compliance with the Conservation Plan.
- 11. Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in GRANTEE to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.) and the Hazardous Sites Cleanup Act (35 P.S. §§ 6020.101 et seq.).
- 12. Recordation.** GRANTEE shall record this instrument in a timely fashion in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania and may re-record it at any time as may be required to preserve its rights in this Easement.
- 13. Estoppel Certificates.** Upon request by GRANTORS, GRANTEE shall within thirty (30) days execute and deliver to GRANTORS, or to any party designated by GRANTORS, any document, including an estoppel certificate, which certifies, to the best of GRANTEE's knowledge, GRANTORS' compliance with any obligation of GRANTORS contained in this

Easement or otherwise evidencing the status of this Easement. Such certification shall be limited to the condition of the Property as of GRANTEE's most recent inspection. If GRANTORS request more current documentation, GRANTEE shall conduct an inspection and provide a certification, at GRANTORS' expense, within thirty (30) days of receipt of GRANTORS' written request therefor.

- 14. Amendment.** If circumstances arise under which an amendment to, or modification of, this Easement would be appropriate, GRANTORS and GRANTEE are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of GRANTEE under any applicable laws or Section 170(h) of the Internal Revenue Code, and any amendment shall be consistent with the Purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania.
- 15. Transfer of Easement.** This Easement is transferable, but GRANTEE agrees that it will hold this Easement exclusively for conservation purposes and that it will not transfer its rights and obligations under this Easement except to an entity (a) qualified, at the time of the subsequent transfer, as an eligible donee under then applicable state and federal statutes and regulations to hold and administer this Easement, and (b) which has the commitment, resources and ability to monitor and enforce this Easement so that the purposes of this Easement shall be preserved and continued. GRANTEE further agrees to obtain as part of such a transfer the new entity's written commitment to monitor and enforce this Easement.
- 16. Termination of Obligations.** It is the intent of the parties to this Easement that the personal liability of GRANTORS for compliance with these restrictions, for restoration of the Property and for indemnification shall pass to subsequent title owners upon change in ownership of the Property, and such subsequent owners shall assume all personal liability for compliance with the provisions of this Easement.
- 17. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 18. Severability.** If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 19. Construction.** This Easement is constructed with the intention of conforming with the requirements for conservation easements under the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, and as amended thereafter.

[Signatures on the following pages]

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTORS have set their hand and seal this 6 day of January, 2015.

WITNESS:

\_\_\_\_\_

Carol W. Gates / Carol E. Ware  
Carol W. Gates n/k/a Carol E. Ware, a  
Trustee for the John H. Ware, III, Irrevocable  
Trust

BROWN BROTHERS HARRIMAN  
TRUST COMPANY OF DELAWARE,  
N.A., Trustee

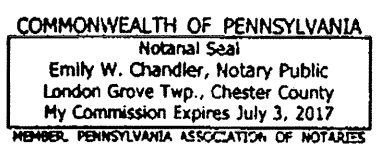
\_\_\_\_\_

Deborah Royer, VP  
By: Deborah Royer, Vice President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

ON THIS, the 6<sup>th</sup> day of January, 2015, before me, the undersigned Notary Public, personally appeared CAROL W. GATES n/k/a CAROL E. WARE, Trustee for the John H. Ware, III, Irrevocable Trust, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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



Emily W. Chandler  
Notary Public

My Commission Expires:  
July 3, 2017

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ~~LANCASTER~~ *Chester* )

ON THIS, the 7th day of January, 2015, before me, a notary public, the undersigned officer, personally appeared DEBORAH ROYER, who acknowledged herself to be the Vice President of **Brown Brothers Harriman Trust Company of Delaware, N.A., Trustee for the John H. Ware III Irrevocable Trust under Trust Agreement dated January 23, 1991**, and that she as such Vice President, being authorized to do so, executed the within instrument for the purpose therein contained.

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

*Sandra G. Yates*  
Notary Public

My Commission Expires:

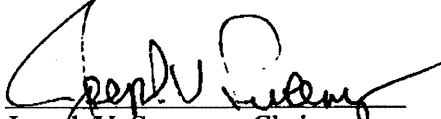
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Sandra G. Yates, Notary Public  
Lower Oxford Twp., Chester County  
My Commission Expires May 27, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



I, THE UNDERSIGNED, being the Chairman of LANCASTER FARMLAND TRUST, hereby accept and approve the foregoing Grant of Conservation Easement in the nature of a restriction on the use of land.

ACCEPTED AND APPROVED this 29th day of December, 2014.


LANCASTER FARMLAND TRUST:

By:   
Joseph V. Sweeney, Chairman

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

ON THIS, the 29th day of December, 2014, before me, the undersigned Notary Public, personally appeared JOSEPH V. SWEENEY, who acknowledged himself to be the Chairman of Lancaster Farmland Trust, a Pennsylvania non-profit corporation, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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

  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jeffery E. Swinehart, Notary Public  
Strasburg Boro, Lancaster County  
My Commission Expires Feb. 25, 2017

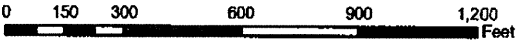
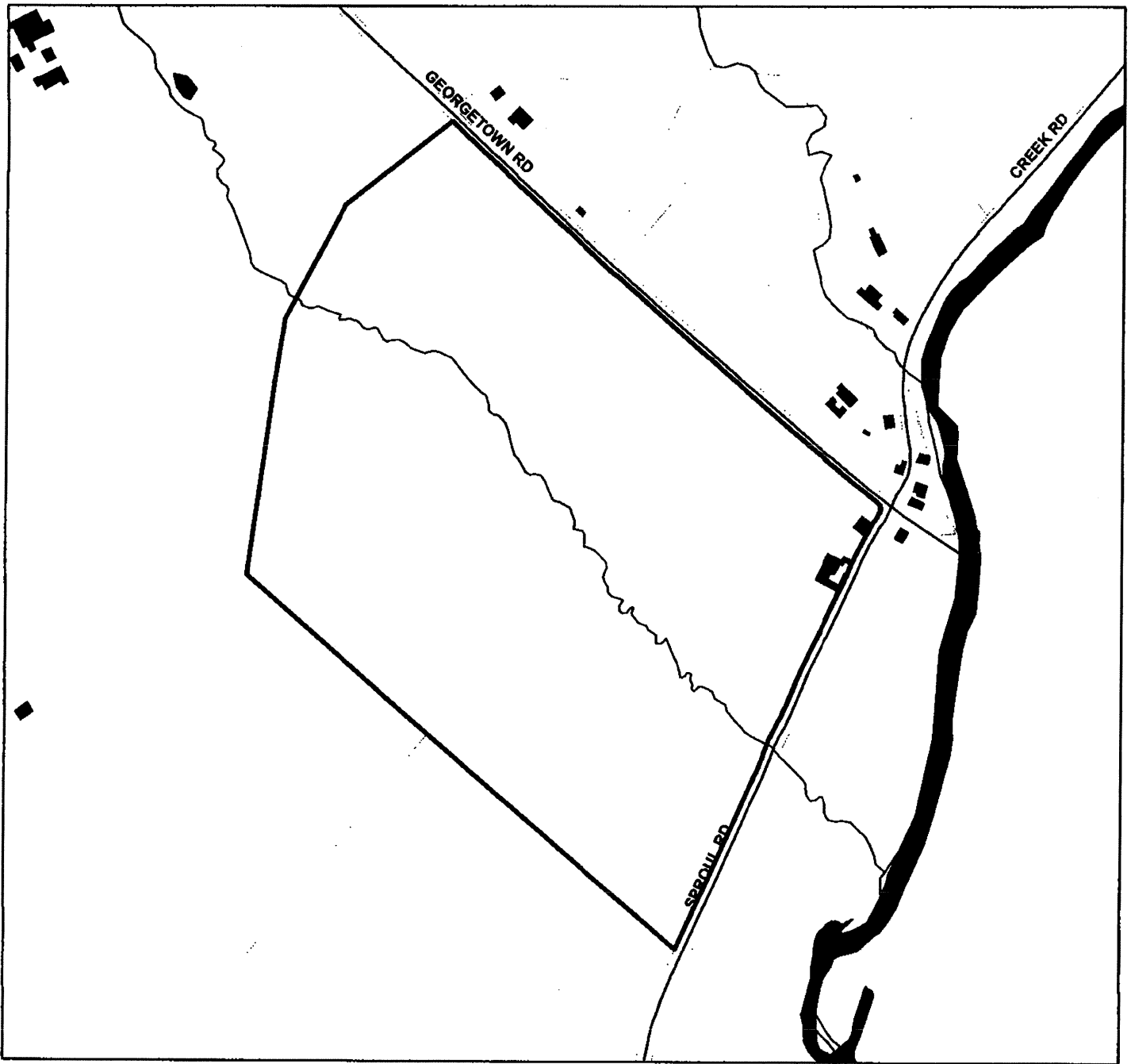
**Exhibit "A"**

**ALL THAT CERTAIN** parcel of land **SITUATE** in Colerain Township, Lancaster County, Pennsylvania, being shown as Lot 1 on Lot Add-On Plan prepared for Carol E. Ware, dated July 14, 2014 by Regester Associates, Inc., Kennett Square, Pennsylvania, and being more fully described as follows:

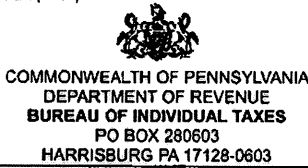
**BEGINNING** at the northeasterly corner in common of Lot 1 and lands now or late of Henry Z. and Mary S. Stoltzfus on the title line in Georgetown Road – S.R. 0896; thence from the point of beginning, along said title line, the following three (3) courses and distances: (1) South 45 degrees 34 minutes 49 seconds East 577.10 feet; (2) South 48 degrees 13 minutes 39 seconds East 1,288.60 feet; (3) South 50 degrees 58 minutes 39 seconds East 11.28 feet to a point on the title line in Sproul Road – T-355; thence along said title line, the following seven (7) courses and distances: (1) South 39 degrees 01 minute 21 seconds West 26.83 feet; (2) South 33 degrees 48 minutes 07 seconds West 68.18 feet; (3) South 31 degrees 16 minutes 55 seconds West 39.48 feet; (4) South 27 degrees 50 minutes 31 seconds West 71.01 feet; (5) South 26 degrees 00 minutes 51 seconds West 95.08 feet to a corner of Lot 2; (6) along Lot 2, South 26 degrees 18 minutes 33 seconds West 588.81 feet; (7) continuing along Lot 2, South 25 degrees 32 minutes 22 seconds West 681.39 feet; thence leaving said title line, along lands now or late of Christopher E. Lazznerini and Adrienne B. Bonser and lands now or late of the Robert H. Crompton III Trust, North 48 degrees 47 minutes 37 seconds West 1,868.13 feet to an iron pin (found); thence continuing along said lands of the Robert H. Crompton III Trust, along the aforesaid lands of Henry Z. and Mary S. Stoltzfus, North 07 degrees 04 minutes 07 seconds East 744.07 feet to an iron pin (found); thence continuing along said lands of Stoltzfus, the following two (2) courses and distances: (1) North 30 degrees 57 minutes 32 seconds East 566.89 feet to an iron pin (found); (2) passing over an iron pin (found) 20.40 feet from the northeasterly terminus of this course, North 57 degrees 55 minutes 41 seconds East 407.40 feet to the point of beginning.

**CONTAINING** 71.08 acres of land, be the same, more or less.

Exhibit "B"



REV-183 EX (11-04)



# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

**RECORDER'S USE ONLY**

State Tax Paid	\$0.00
Book Number	6183603
Page Number	
Date Recorded	01/15/2015 02:20:51 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 Jordan M. Tuscan		Telephone Number: (717) 687-8484	
Street Address 125 Lancaster Ave.	City Strasburg	State PA	Zip Code 17579

**B. TRANSFER DATA**

**Date of Acceptance of Document**

Grantor(s)/Lessor(s) John H. Ware, III, Irrevocable Trust		Grantee(s)/Lessee(s) The Lancaster Farmland Trust	
Street Address 1531 Walnut Street		Street Address 125 Lancaster Ave.	
City Philadelphia	State PA	Zip Code 19102	City Strasburg
			State PA
			Zip Code 17579

**C. PROPERTY LOCATION**

Street Address 3 Sproul Road		City, Township, Borough Colerain Township	
County Lancaster	School District Solanco	Tax Parcel Number 100-70670-0-0000; 100-78848-0-0000	

**D. VALUATION DATA**

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value 0.00	5. Common Level Ratio Factor X 1.26	6. Fair Market Value = 0.00

**E. EXEMPTION DATA**

1a. Amount of Exemption Claimed 100.00	1b. Percentage of Interest Conveyed Conservation Easement Only
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**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.) \_\_\_\_\_

Transfer to a Nature Conservancy or similar organization having its primary purpose the preservation of land for scenic, agricultural, or open space uses. 72.P.S. 8101-C; also PA Code 91-193 (18).

**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 01/07/2015
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**FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.**