

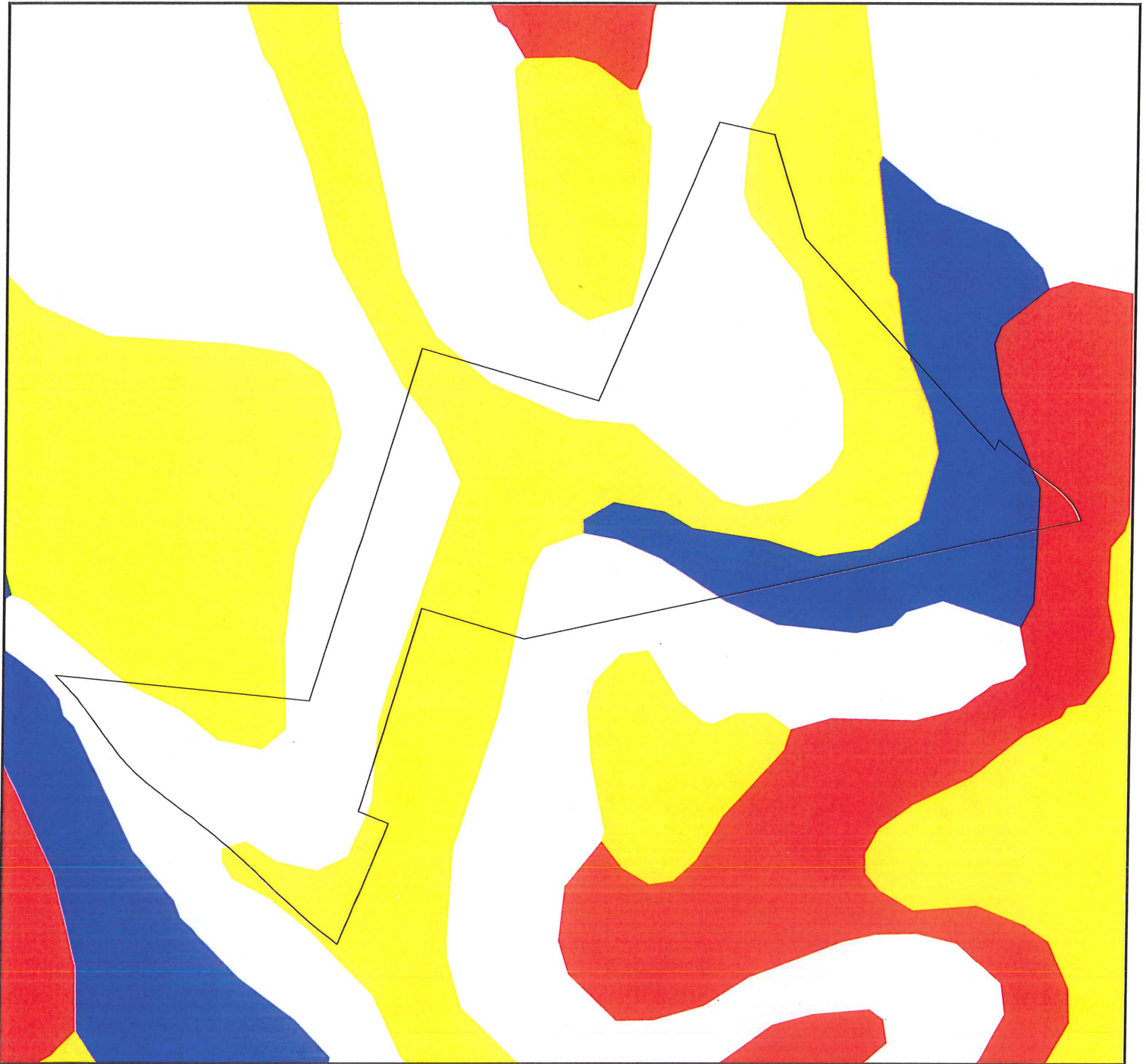
FLAHART BENJAMIN C.

KINSEYVILLE RD
 Little Britain Township
 GIS Acres: 25.290091
 Acct: 3805780000000

Lot 2

Scoring Map

Date: 3/7/2019



	CRITERIA	FACTOR	POINTS	MAX
I.	Soils	Soil Class	15	30
II.A.	Development Pressure	Proximity to UGA/Zoning	15	20
II.B.	Development Pressure	Road Frontage	2	5
III.A.	Farm Viability	Size of Property	5	10
III.B.	Farm Viability	Tillable Cropland and Pasture	0	5
III.C.	Farm Viability	Proximity to protected lands	20	20
IV.A.	Water	Located in headwaters	0	5
IV.B.	Water	Stream frontage	3	5
V.	Bonus Category	Bonus Category	3	10
	Final Score		63	100

CLASS	ACRES	PERCENT OF PROPERTY
1	0	0 %
2	9	37 %
3	0	1 %
4	3	11 %
TOTAL	≈ 12	49 %



Soil Class

1 inch = 318 feet

1
 3
 5+

Property
 2
 4

FLAHART BENJAMIN C.

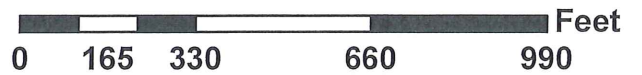
KINSEYVILLE RD
Little Britain Township
GIS Acres: 25.290091
Acct: 3805780000000

Orthophotographic

Date: 3/7/2019



- Roads
- ▭ Farm Boundary
- ▭ Parcel Boundaries
- ▭ Municipal Boundaries
- ▭ Buildings
- ▭ Driveways
- ▭ Water Feature
- ▭ Water Feature



PREPARED BY: LANCASTER FARMLAND TRUST
RETURN TO: LANCASTER FARMLAND TRUST
125 LANCASTER AVENUE
STRASBURG, PA 17579
TELEPHONE: (717) 687-8484

Parcel #2: 25.791 Acres
DRAFT ONLY

PARCEL ID#: 380-57800-0-0000

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 open space land is made by and between **BENJAMIN C. FLAHART** and **ELIZABETH M. FLAHART**, 176 Puseyville Road, Quarryville, Pennsylvania 17566 ("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 Little Britain Township, Lancaster County, Pennsylvania, being Account Number 380-57800-0-0000 and being land more fully described in a deed dated December 28, 2015, and recorded December 28, 2015 as Instrument No. 6243116 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, and in Exhibit "A" and Exhibit "B" attached hereto (the "Property"). The Property consists of 25.799 acres, more or less. No 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, 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 benefits result from the protection and conservation of open space, including the protection of scenic areas for public visual enjoyment from public rights-of-way; that the conservation and protection of open space lands as valued natural and ecological resources provide needed open spaces for clean air, as well as for aesthetic purposes; 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 Lancaster County Comprehensive Plan ("*Places 2040*"), adopted in 2018, sets forth county-wide community goals which include woodland and natural land preservation and conservation; and

WHEREAS, the Character Zones: Policy element of *Places 2040*, includes a goal to preserve in perpetuity and manage for environmental benefits and natural lands use, twenty-two percent (22%) of Lancaster County land area; and

WHEREAS, the Character Zones: Description element of *Places 2040* identifies preservation areas as large contiguous areas of exceptional natural lands, including woodlands and wetlands that provide ecological benefits such as air and water cleaning and habitat protection as well as scenic and recreational value; and

WHEREAS, the Property is a part of the Goat Hill Serpentine Barren Natural Heritage Area and Supporting Landscape 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 natural lands to residential or industrial development; and

WHEREAS, the Solanco Regional Comprehensive Plan, adopted in 2008, sets forth the goal of the region to retain its unique natural and cultural identity, striving to preserve invaluable natural, agricultural, cultural, and historical resources for generations to come; and

WHEREAS, the Comprehensive Plan of 2008 set forth an objective to protect natural resources throughout the four Townships; and

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

WHEREAS, GRANTEE has declared that the preservation of open space 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 open space values of the Property; and

WHEREAS, the Property contains open space including approximately twenty-five (25) acres of forested land; and

WHEREAS, the Property contains greater than eight hundred fifty-three (853) feet of frontage along the northeast side of Kinseyville Road, and greater than two hundred fifty-one (251) feet of frontage along the southwest side of Sleepy Hollow Road, and the public traveling

these roads is afforded scenic views of the open space lands, whose beauty and open character shall be protected by this Easement; and

WHEREAS, the Property contains greater than two thousand, eight hundred one (2,801) feet of stream frontage on Reynolds Run, and an unnamed tributary of Reynolds Run, that flows through or originates on the Property; and

WHEREAS, thirty-six percent (36%) of the Property consists of Class II prime soils, Newark silt loam (Nd) and Chester silt loam (CbB) and an additional twelve percent (12%) consists of soils of statewide importance, Chester silt loam (CbC) and Glenelg silt loam (GbC), according to the Lancaster County Soil Survey published by the Natural Resource Conservation Service; and

WHEREAS, there are sixteen (16) preserved properties, consisting of a total of one thousand, four hundred seventy-eight (1,478) acres, within a two-mile radius of the Property; and one (1) of these properties is adjacent to the Property, thereby strengthening the concentration of permanently protected lands; and

WHEREAS, the specific natural and open space values of the Property are documented in an inventory of relevant features of the Property, dated _____, 2019 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, the GRANTORS intend that the fair market value of the Easement be a charitable gift to the GRANTEE; 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 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, GRANTORS desire to promote biological diversity and to perpetuate and foster the growth of a healthy and unfragmented forest or woodland; and

WHEREAS, GRANTORS desire to protect large intact areas of wildlife habitat and connect corridors of wildlife habitat that support biodiversity and maintain ecosystem processes; 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 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 scenic, natural, forested, 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 open space 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. Compatible uses are defined as uses (a) that will not diminish the biological integrity of the Property, lead to an irreversible disruption of ecosystems and associated processes or otherwise materially and permanently impact the natural, open space, and forested character of the Property and (b) whose intensity and/or frequency will not materially and adversely, for any period of time, affect natural resources (including, without limitation, forest and woodland), soils of high productivity, or water resources. Compatible uses shall include walking, cross-country skiing on trails, nature study, bird watching, fishing, hunting, and other educational or scientific activities compatible with the Purpose of this Easement.

2. Permitted uses are defined as customary, supportive and agriculturally compatible uses of farm properties in Lancaster County, Pennsylvania, and are limited to the following:

- a. 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;
- b. The provision of services or production and sale, by persons in residence, of agricultural goods, services, supplies and repairs and/or the conduct of small 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 open space character of the Property, and
 - (2) the total gross floor space and any related impervious surface coverage of the Property associated with the uses permitted under this Paragraph 2.d. does not exceed three thousand (3,000) square feet;
- c. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property;
- d. 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 no dwelling units currently exist on the Property.

- a. GRANTORS reserve the right to construct one (1) single-family detached dwelling ("Reserved Dwelling") on the Property. Such Reserved Dwelling shall be utilized by members of the owner's family.
- b. Prior to the undertaking of construction of the Reserved Dwelling, GRANTORS shall provide written notice to the GRANTEE and seek written approval of the GRANTEE as to the location of the Reserved Dwelling on the Property.
- c. GRANTORS shall hereafter be permitted to maintain, repair and expand the Reserved Dwelling so that multiple generations of the owner's family may live together on the Property.
- d. In the event the Reserved Dwelling is destroyed or substantially damaged, GRANTORS may construct a replacement Reserved Dwelling, as improved, at the location of the Reserved Dwelling, or in an alternative location with written approval by GRANTEE.
- e. The construction, reconstruction or expansion Reserved Dwelling, as permitted under this Paragraph 3, shall be restricted to the Building Envelope.
- f. Other residential uses of the Property are prohibited.

4. Subdivision of the Property. It is the intention of the GRANTORS to promote open space use. No subdivisions of the Property shall be permitted.

5. **Building Location.** In order to preserve and protect the Purpose of this Easement, the location of any new, replacement or relocated improvements permitted under Article I, Paragraphs 2 and 3, and any impervious surface coverage including walkways, driveways, parking areas, etc., shall be restricted to the building envelope generally identified on Exhibit "B" attached hereto ("Building Envelope"). 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, driveways, parking areas, and paths consisting of hard packed stone; buildings; structures without permanent foundations and the area covered by roofs of nonpermanent structures. For purposes of this Paragraph 5, the Building Envelope shall be defined as the southwestern portion of the Property which is bounded by Kinseyville Road to the southwest and Reynolds Run and an unnamed tributary of Reynolds Run on its northeast. No building shall occur to the east of the unnamed tributary or south of Reynolds Run.

6. **Non-Compatible 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. Hiking trails may not be improved with pavement or stone. Equestrian use of hiking trails is prohibited. 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, tennis clubs, baseball, soccer and other ball fields, and similar uses), shall be prohibited.

8. **Livestock Accommodations.** The accommodation of livestock, including associated structures and improvements and areas of livestock access, shall only be permitted within the Building Envelope. The definition of livestock for the purpose of this paragraph is any domesticated animal or fowl, including equine and poultry.

9. **Forest and Woodland Resources.** In order to promote the health of the forest and woodland resources, no commercial logging or lumbering activity is permitted on the Property; provided that GRANTORS are permitted to cut and removed trees on the Property if such trees are (a) non-native invasive species, (b) obstruct or pose a danger to permitted structures, (c) interfere with utilities, or (d) required to be removed in accordance with a comprehensive forest stewardship plan that has the goal of preserving the health and vitality of the vegetation on the Property ("Forest Stewardship Plan"). The Forest Stewardship Plan must be drafted by a certified stewardship plan writer in accordance with the principles and guidelines relating to woodland conservation practices as promulgated by or recommended by the Pennsylvania Bureau of Forestry ("Bureau of Forestry"). The Forest Stewardship Plan must (x) promote healthy stand structure and forest composition, (y) have a written objective of promoting habitat for non-game wildlife and (z) contain management practices that include evaluation and preserving of standing snags, cavity and den trees necessary for wildlife habitat. The Forest Stewardship Plan must be approved in writing by both the Bureau of Forestry and GRANTEE (the "Approved Forest Stewardship Plan") prior to undertaking any logging or lumbering activities on the Property. Any tree removal activities on the Property must be undertaken in strict conformance to the Approved Forest Stewardship Plan.

8. **Removal of Natural Resources.** The extraction of minerals by surface and subsurface mining and the removal of the topsoil from the Property are prohibited.

9. **Hazardous Wastes.** Use of the Property for dumping, storing, 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 uses on the Property and the use receives prior written approval by the GRANTEE.

10. **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.

11. **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.

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 the 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. The amount of the proceeds to which GRANTEE shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Article II, Paragraph 6.b.

b. **Valuation.** This Easement constitutes a real property interest immediately vested in GRANTEE, which for the purposes of Article II, Paragraph 6.a. the GRANTORS and GRANTEE stipulate to have a fair market value determined by multiplying:

- (1) the fair market value of the Property at the time of sale, exchange or involuntary conversion, unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by
- (2) the ratio x/y , where x is the value of the Easement as stated in the Baseline Documentation and y is the value of the Property, unencumbered by the Easement, as stated in the Baseline Documentation.

For the purposes of this Paragraph 6.b., the ratio in Paragraph 6.b.(2) shall remain constant.

The provisions of this Paragraph 6.b. are illustrated by the following example. The example is for illustration purposes only.

Example: Assume that the fair market value of the Property, at the time of sale, exchange or involuntary conversion, unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) is \$500. Furthermore, assume that the value of the Easement at the time of the grant was \$10 and the value of the Property, unencumbered by the Easement, at the time of the grant was \$100. Based on these assumptions, the ratio in Paragraph 6.b.(2) is 10/100. Therefore, the stipulated fair market value of the Easement is \$50 and the GRANTEE will be entitled to \$50 of the proceeds from the sale or exchange of the Property.

- c. **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.
- d. **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 the ratio set forth in Article II, Paragraph 6.b.(2).

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 and payment, as and when due, of all real estate taxes.
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 ____ day of _____, 2019.

WITNESS:

GRANTORS:

Benjamin C. Flahart

Elizabeth M. Flahart

ON THIS, the ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared BENJAMIN C. FLAHART and ELIZABETH M. FLAHART, known to me (or satisfactorily proven) 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 have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires: 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 ____ day of _____, 2019.

LANCASTER FARMLAND TRUST:

By: _____

David Breniser, Chairman

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LANCASTER)

ON THIS, the ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared DAVID BRENISER, 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 herself as Chairman.

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

Notary Public

My Commission Expires:

Exhibit "A"

ALL THAT CERTAIN parcel of land **SITUATE** in Little Britain Township, Lancaster County, Pennsylvania, being shown as Lot 3 on Lot Add-On Plan prepared for Benjamin C. & Elizabeth M. Flahart, dated June 12, 2017 and last revised July 11, 2017 by Register Associates, Inc., Kennett Square, Pennsylvania, and being more fully described as follows:

BEGINNING at the easterly corner in common of Lot 2 and Lot 3 on the title line in Sleepy Hollow Road – T-979; thence from the point of beginning, leaving said title line, along Lot 2, South 77 degrees 52 minutes 46 seconds West 1,255.37 feet to a corner of lands now or late of Robert W. Foss; thence along said lands of Foss, the following four (4) courses and distances:

(1) North 73 degrees 34 minutes 22 seconds West 233.85 feet to a re-rod (found); (2) South 16 degrees 43 minutes 07 seconds West 460.75 feet; (3) South 68 degrees 03 minutes 44 seconds East 70.08 feet; (4) South 21 degrees 56 minutes 16 seconds West 300.00 feet to a point on the title line in Kinseyville Road – T-343; thence along said title line, the following seven (7) courses and distances: (1) North 52 degrees 51 minutes 02 seconds West 113.86 feet; (2) North 46 degrees 17 minutes 19 seconds West 125.61 feet; (3) North 49 degrees 07 minutes 11 seconds West 100.45 feet; (4) North 52 degrees 49 minutes 11 seconds West 232.04 feet; (5) North 42 degrees 27 minutes 11 seconds West 123.87 feet; (6) North 36 degrees 07 minutes 11 seconds West 111.56 feet; (7) North 47 degrees 00 minutes 12 seconds West 93.68 feet to a corner of lands now or late of Stephen S. Stoltzfoos; thence along said lands of Stoltzfoos, the following two (2) courses and distances: (1) leaving said title line, South 84 degrees 05 minutes 13 seconds East 602.09 feet; (2) North 17 degrees 05 minutes 40 seconds East 802.88 feet to a large stone (found) in a stone pile, a corner of lands now or late of Anthony P. Caligiuri;

thence along said lands of Caligiuri, the following two (2) courses and distances: (1) South 73 degrees 26 minutes 56 seconds East 401.76 feet to a stone (found); (2) North 22 degrees 45 minutes 21 seconds East 660.69 feet to a stone (found), a corner of lands now or late of Christopher Giammarco; thence along said lands of Giammarco, South 76 degrees 57 minutes 03 seconds East 121.74 feet to a concrete monument (found), a corner of lands now or late of Kenneth L. and Janice C. Rose; thence along said lands of Rose, South 16 degrees 54 minutes 53 seconds East 237.40 feet to a stone (found), a corner of lands now or late of Frank J. Dunlap Jr.; thence along said lands of Dunlap, the following two (2) courses and distances:

(1) South 42 degrees 30 minutes 33 seconds East 624.61 feet; (2) North 15 degrees 38 minutes 53 seconds East 49.90 feet (erroneously shown as 9.90 feet on recorded Plan 2017-0271-J) to a point on the title line in Sleepy Hollow Road, aforesaid; thence along said title line, South 44 degrees 23 minutes 49 seconds East 276.02 feet to the point of beginning; and **CONTAINING** 25.799 acres of land be the same, more or less.

Exhibit "B"

(Site Plan of Property)

