

## CONDITIONS OF SALE

309 Pumping Station Road  
Quarryville, Pennsylvania 17566

The Conditions of the present public sale, being held the 12<sup>th</sup> day of November, 2021, at 10:30 o'clock a.m., are as follows:

1. **SELLER**: This sale is held on behalf of Albright Family Enterprises, LP (hereinafter, "Seller"), c/o James K. Noel, IV, Esquire, Appel Yost & Zee, LLP, 33 N. Duke Street, Lancaster, PA 17602, the present owner of the Property as hereinafter set forth.
2. **PROPERTY**: The Property to be sold is approximately 102 +/- acres of farmland, with a single-family residence thereon erected, with a mailing address of 309 Pumping Station Road, Quarryville, Eden Township, Lancaster County, Pennsylvania 17566, more fully described as being part of Tax Assessment Account Nos: 230-95760-0-0000 and 100-26767-0-0000 (Comprised of a portion of the land described in Deed dated December 18, 2012 and recorded on December 19, 2012 and listed in the Lancaster County Recorder of Deeds Office as Document #6043816, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A." **An approximated 22.5 acre tract of land located North of Cherry Hill Road is still to be divided as described in paragraph 2(b)(ii) is not included in the sale.**
  - a. **INCLUSIONS**: Except as provided in b., below, included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures, and systems; cook stoves attached to gas or water systems, and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; and any articles permanently affixed to the Property.
  - b. **EXCLUSIONS**: The following items and/or parcels of real estate are expressly excluded from the sale:
    - i. The following items will be removed from the Property by Seller prior to settlement, the Property to be restored to reasonable condition by Seller prior to settlement: None.
    - ii. **THE FOLLOWING TRACT OF LAND DESCRIBED MORE FULLY IN EXHIBIT "B" (HEREINAFTER, THE "EXCEPTED PARCEL") SHALL BE AND IS EXCEPTED AND RESERVED FROM THE SALE OF THIS PROPERTY TO BE HEREIN CONVEYED. PURCHASER FULLY UNDERSTANDS AND HEREBY AGREES THAT THE PROPERTY BEING SOLD, SHALL NOT INCLUDE THE EXCEPTED PARCEL. SELLER AND PURCHASER AGREE THAT SELLER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE CONVEYANCE AND TRANSFER OF THE EXCEPTED PARCEL. PURCHASER AGREES THAT TIME IS OF THE ESSENCE WITH RESPECT TO THE CONTEMPLATED**

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**EXCEPTED PARCEL TRANSFER AND AGREES THAT PURCHASER SHALL FULLY COOPERATE WITH SELLER IN ORDER TO FACILITATE THE TIMELY TRANSFER AND CONVEYANCE OF SUCH EXCEPTED PARCEL.**

3. **ZONING**: The parties acknowledges that no representation whatsoever is made concerning zoning of the Property or the uses of the Property that may be permitted under local ordinances, and that Purchaser has satisfied himself that the zoning of the Property 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 Disclosure Act of May 27, 1955, P.L. 258, §3, as amended and reenacted (21 P.S. §613).
4. **PURCHASE AND DOWN PAYMENT**: The highest bidder shall be the Purchaser upon the auctioneer announcing that the Property is sold. Thereafter, the Purchaser shall immediately sign and deliver to Seller the Purchaser's Agreement attached to these Conditions of Sale and pay down the sum of \$150,000.00 to Seller, directly, or, at Seller's option, to Seller's attorneys, Appel Yost & Zee, LLP, as security for performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding.
5. **RESERVE/REJECTION OF BIDS**: The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from the sale and/or to adjourn the sale to a future date or dates.
6. **SALE NOT CONTINGENT ON FINANCING/SALE OF OTHER REAL ESTATE**: This sale of real estate shall **NOT** be contingent upon the Purchaser's ability to obtain financing for the purchase of the Property and shall **NOT** be contingent upon the sale of any other real estate owned by the Purchaser.
7. **SETTLEMENT; PAYMENT OF BALANCE OF PURCHASE PRICE**: The balance of the purchase money shall be paid at settlement, which shall be on or before **December 28, 2021** (unless another time or place shall hereafter be agreed upon by the Seller and Purchaser), and which shall be held at the office of Appel Yost & Zee, LLP, 33 North Duke Street, Lancaster, PA 17601, or at Purchaser's discretion, at the attorney or title insurance company selected by Purchaser, and who shall be paid by Purchaser the usual and customary fees for performing a title search and examination, conducting the closing for these premises, and issuing a title insurance policy for the Property.
8. **TITLE**: At settlement and upon payment of the balance of the purchase price to Seller, Seller shall convey to the Purchaser, by deed prepared at Purchaser's expense, title to said Property, free and clear of all liens and encumbrances not noted in these Conditions and the attached deed, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries,

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or encroachments of any kind within the legal width of public highways. Possession shall be given to Purchaser at settlement.

9. **CONDITION OF PREMISES AND FIXTURES**: At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.
10. **DELIVERY OF DEED**: Formal tender of deed and purchase money is waived.
11. **COSTS**: The costs related to this public sale and the settlement on the Property shall be as follows:
  - a. Purchaser shall provide, be responsible for, and shall pay all costs of and relating to settlement, including but not limited to:
    - i. All required state and local realty transfer taxes.
    - ii. Any survey, if desired or required by Purchaser, other than a survey required to provide Seller with an adequate legal description.
    - iii. Any and all disbursement fees, escrow fees, service fees, or similar fees or costs, purported to be charged against Seller by any title company or attorney holding settlement for the Property, unless expressly contracted for in writing by the Seller.
    - iv. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.
    - v. 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, unless expressly contracted for in writing by Seller.
  - b. Seller shall provide or pay for:
    - i. Water and sewer rent, if any, through the earlier of the settlement date, or the date of prior delivery of possession to Purchaser.
    - ii. A legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make

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Seller's title to the Property insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania.

- c. Real estate taxes and any water and sewer rents upon the Property shall be apportioned on a fiscal basis to the earlier of the settlement date, or the date of prior delivery to Purchaser.
12. **INSURANCE**: Seller will continue in force the present fire insurance coverage until settlement. Purchaser is advised to insure his or her interest in the Property immediately until delivery of deed to the Purchaser, 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.
13. **EMINENT DOMAIN AND EASEMENTS**: The Seller represents that there are no pending and unsettled eminent domain proceedings, and no appropriations by the filing of State Highway plans in the Recorder's Office, affecting the Property, of which the Seller has knowledge; and that no part of the Property, except any part within utility reserve strips in developments or within legal limits of highways, is subject to any currently used or enforceable easement for any sewer, gas or water main, petroleum products pipeline, public storm sewer, or underground electric or telephone cable not apparent upon reasonable physical inspection, except as noted in these Conditions and the attached Deed.
14. **NO REPRESENTATIONS OR WARRANTIES BY SELLER; SELLER'S PROPERTY DISCLOSURE STATEMENT**: Seller has attached hereto a completed Seller's Property Disclosure Statement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "C", of which Purchaser acknowledges receipt. Notwithstanding, it shall be expressly understood between the parties hereto that the Property has been inspected by Purchaser or Purchaser's agent and that the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any selling or other agent of Seller, and that Purchaser is purchasing the Property "AS IS, WHERE IS, AND WITH ALL FAULTS," without any obligation on the part of Seller and with no warranty as to structural or functional soundness of buildings, fixtures, sewage system, and/or water supply. Seller has no knowledge that the Property contains any hazardous or toxic substances which would require remediation, but has made no independent investigation to that effect. Therefore, Seller makes no representation or warranty to Purchaser, express or implied, that the Property is free from hazardous or toxic substances, material or wastes which are or become regulated by any federal, state, or local governmental authority or that the Property is in compliance with any federal, state, or local environmental laws or regulations.
15. **LEAD WARNING STATEMENT FOR PROPERTIES BUILT PRIOR TO 1978**: Every purchaser of any interest in residential real property on which a residential dwelling was built

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prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

The residence on the Property was built prior to 1978, and so lead-based paint may be present in the residence. Seller has no records or reports nor knowledge pertaining to lead-based paint and/or lead-based paint hazards in or about the residence. By signing the attached Purchaser's Agreement, Purchaser acknowledges receipt of the attached booklet Protect Your Family from Lead in Your Home and waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

16. **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 Property, 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 Property 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 Property, 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 Property.
17. **DEFAULT:** In case of non-compliance by the Purchaser with these conditions or Purchaser's failure to settle for any reason, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to receive the Purchaser's down payment money from escrow as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Purchaser and to retain any advance in price, or hold the present Purchaser liable for any loss, resulting from such resale, meanwhile receiving from escrow the down payment money paid hereunder as security for or toward payment of any such loss. The said time for settlement and all other times or obligations of this agreement are hereby agreed to be of the essence of this agreement. If the Seller is unable to give title to the Property as required herein, the Purchaser's sole remedy shall be to (1) take such title as Seller can give, or (2) require Seller to return all payments, whereupon all further obligations of the parties under these Conditions shall terminate.
18. **PARTIES BOUND:** These Conditions of Sale and the Purchaser's Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors,

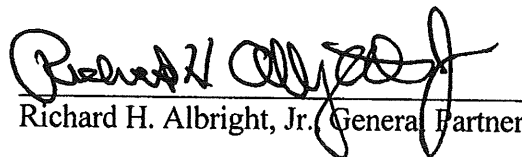
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personal representatives and assigns. All references to the highest bidder, Buyer or Purchaser contained herein shall be deemed to refer to all Purchasers, jointly and severally, whether referred to in the singular or plural or masculine or female form.

19. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between the parties, and any representations concerning the Property, 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.

ALBRIGHT FAMILY ENTERPRISES, LP

By,

  
Richard H. Albright, Jr. General Partner

Date: 10/7/21, 2021

c/o James K. Noel IV, Esquire  
Appel Yost & Zee, LLP  
33 N. Duke Street  
Lancaster, PA 17602  
Phone: 717.390.7935  
E-mail: jnoel@appelyostzee.com

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**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.

Purchaser agrees to purchase the Property mentioned in the foregoing Conditions, subject to said conditions for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ), and if Purchaser shall acquire possession of the premises before payment of the purchase money and shall fail to make payment when due, Purchaser authorizes any attorney to appear for Purchaser in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, confess judgment in ejectment against Purchaser, in favor of the Seller or the latter's assigns, for possession of said premises, and direct the issuing of a writ of possession, with clause or writ of execution for costs; hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand(s) and seal(s) this November 12, 2021.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_(SEAL)

PURCHASER

Printed name: \_\_\_\_\_

\_\_\_\_\_(SEAL)

PURCHASER

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**RECEIPT**

Received of purchaser on above date, as down payment on account of the above purchase price, the sum of One Hundred Fifty Thousand and \*\*\*\*\*00/100 Dollars (\$ 150,000.00 )

ALBRIGHT FAMILY ENTERPRISES, LP

By,

\_\_\_\_\_  
Richard H. Albright, Jr., General Partner

Date: November 12, 2021

c/o James K. Noel IV, Esquire  
Appel Yost & Zee, LLP  
33 N. Duke Street  
Lancaster, PA 17602  
Phone: 717.390.7935  
E-mail: jnoel@appelyostzee.com



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EXHIBIT "A"

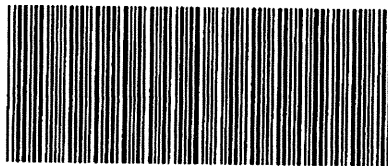
**Lancaster County**

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



INSTRUMENT # : 6043816

RECORDED DATE: 12/19/2012 03:55:52 PM



3445583-0028Z

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

Page 1 of 5

**Document Type:** DEED**Transaction Reference:** Albright**Document Reference:** 309 Pumping Station**Transaction #:**

3390413 - 4 Doc(s)

**Document Page Count:**

4

**Operator Id:**

boydj

**RETURN TO:** (ycrouse@mwn.com)

\*\*PLEASE NOTE: Recorded documents with completed  
 Cover Pages are returned via email to the email address(es)  
 identified above.

M Yvonne Crouse  
 570 Lausch Lane; Suite 200  
 Lancaster, PA 17601  
 7175813732

**SUBMITTED BY:** (ycrouse@mwn.com)

M Yvonne Crouse  
 570 Lausch Lane; Suite 200  
 Lancaster, PA 17601

**\* PROPERTY DATA:**

Parcel ID #: 230-9576000000 100

Municipality: EDEN TOWNSHIP (50%)

COLERAIN TOWNSHIP (50%) (50%)

School District: SOLANCO SD

SOLANCO SD

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

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$23.50
<b>Total:</b>	<b>\$53.50</b>

INSTRUMENT # : 6043816

RECORDED DATE: 12/19/2012 03:55:52 PM

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



**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:

Return To: McNees Wallace & Nurick LLC  
By: James K. Noel, IV  
570 Lausch Lane; Ste. 200  
Lancaster, Pa 17601  
717-291-1177

Tax Parcel No. 230-95760-0-0000

**NOT SEARCHED - NOT CERTIFIED**

***THIS DEED***

Made this 18<sup>th</sup> day of December, Two Thousand and Twelve (2012).

**BETWEEN RICHARD H. ALBRIGHT, JR.**, an adult individual, of the County of Lancaster and Commonwealth of Pennsylvania (the "Grantor"), and

**ALBRIGHT FAMILY ENTERPRISES, LP**, a Pennsylvania limited partnership, located in the County of Lancaster and Commonwealth of Pennsylvania (the "Grantee"),

[This is a tax exempt transfer of a "family farm business" under Act 85.]

**WITNESSETH**, that the Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid, receipt whereof is hereby acknowledged, said Grantor does hereby grant and convey to said Grantee, its successors and assigns, as partnership property,

**ALL THAT CERTAIN** tract of land situate in the Townships of Eden and Colerain, County of Lancaster and State of Pennsylvania, with improvements thereon erected, bounded and described as follows, to wit:

**BEGINNING** at a stone; thence of land now or late of George Moore, North sixty-three (63) degrees East, eight and nine tenths (8.9) perches to a maple tree, North thirty-seven (37) degrees East, three and one tenth (3.1) perches to a dogwood tree; thence North twenty-seven (27) degrees West, twenty-eight and seven tenths (28.7) perches to a dogwood tree; thence North fifteen (15) degrees West, nine and eight tenths (9.8) perches to a Spanish oak tree; thence North twenty-four and three-fourths (24-3/4) degrees West, one and thirty-six hundredths (1.36) perches to a stake; thence by land now or late of Henry Bushong North fifty (50) degrees East, twelve and one-half (12-1/2) perches to a maple tree; thence South thirty-six (36) degrees East, seventeen and twenty-eight hundredths (17.28) perches to a stone; thence North seventy and one-half (70-1/2) degrees East, one hundred and fourteen (114) perches to a stone; thence by land now or late of George Webster South twenty-five (25) degrees East, two and eight tenths (2.8) perches to a chestnut stump; thence South seventy-four and one-half (74-1/2) degrees East, forty and thirty-six hundredths (40.36) perches to a stone; thence South eighty-four (84) degrees East, fourteen and sixty-eight hundredths (14.68) perches to a post; thence by land now or late of William Webster and John Caughy South fifteen (15) degrees East, fifty-five and two tenths (55.2) perches to a stake; thence by land now or late of Robert Evans South eighty-five and one-half (85-1/2) degrees West, thirty-seven and seven tenths (37.7) perches to a chestnut tree; thence South seventy-seven and one-half (77-1/2) degrees West, sixteen and seven tenths (16.7) perches to a chestnut tree; thence South nine (9) degrees West, forty-five and seven tenths (45.7) perches to a white oak; thence by land now or late of

John Steele South twenty-four (24) degrees West, forty-nine (49) perches to a stake; thence South sixty-eight and three-fourths (68-3/4) degrees West, twenty-two (22) perches to a dead chestnut tree; thence North forty-five and one-half (45-1/2) degrees West, seventeen and one-half (17-1/2) perches to a stone; thence South seventy-nine (79) degrees West, fifty-one and one-half (51-1/2) perches to a stone near chestnut sprouts; thence North twenty-nine (29) degrees West, twenty-two and one tenth (22.1) perches to a stone; thence North forty-seven (47) degrees West, twenty-one and eight tenths (21.7) perches to a stone; thence North thirteen and one-fourth (13-1/4) degrees West, twenty-two and one-tenth (22.1) perches to a stone; thence North seventy-four (74) degrees West (crossing the creek) thirty-eight (38) perches to a stone; thence South thirty-two (32) degrees West, six (6) perches to a post; thence by land now or late of Joel Sutton North eighty-five and one-half (85-1/2) degrees West, seventy and fifty-six hundredths (70.56) perches to a stone; thence by land now or late of Robert Whiteside North twenty and three-fourths (20-3/4) degrees West, twenty-two and seven tenths (22.7) perches to a hickory tree; thence North eighty-three (83) degrees East, sixty-four (64) perches to a stone; thence North sixty-six and one-half (66-1/2) degrees East, sixty-one and seven tenths (61.7) perches to the place of Beginning.

**CONTAINING** one hundred and fifty nine (159) acres and ninety-nine (99) perches be the same more or less.

**TOGETHER WITH** all of the rights and privileges reserved in a certain deed from Abram L. Herr et al to Pennsylvania Water and Power Company, dated January 25, 1938 and recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Deed Book L, Volume 33, Page 158 and further together with all of the rights and privileges reserved in a deed from Jerome H. Rhoads and Florence H. Rhoads to Philadelphia Electric Company, dated October 28, 1968 and recorded in said Recorder's Office in Deed Book H, Volume 58, Page 973.

**EXCEPTING AND RESERVING FROM THE PREMISES HEREIN CONVEYED THE FOUR FOLLOWING TRACTS OF LAND:**

(a) All that certain tract of land, containing one (1) acre fifty (50) perches, more or less, which Abram L. Herr et al granted and conveyed unto Cromwell Blackburn by deed dated August 4, 1900 and recorded in the office of the Recorder of Deeds of Lancaster County in Deed Book 1, Volume 16, Page 450;

(b) All that certain tract of land containing 2.116 acres which Jerome H. Rhoads and Florence H. Rhoads granted and conveyed to John W. Musselman's Executor, by deed dated March 11, 1955, and recorded in said Recorder's Office in Deed Book B, Volume 44, Page 458;

(c) All that certain tract of land containing 15.150 acres which Abram L. Herr et al granted and conveyed to Pennsylvania Water and Power Company by deed dated January 25, 1938 and recorded in said Recorder's Office in Deed Book L, Volume 33, Page 158;

(d) Those two certain tracts of land containing 15.387 acres and 0.178 acre, respectively, which Jerome H. Rhoads and Florence H. Rhoads granted and conveyed to Philadelphia Electric Company by deed dated October 28, 1968 and recorded in said recorder's Office in Deed Book H, Volume 58, Page 973.

BEING the same premises which John K. Hostetter and Anna B. Hostetter, husband and wife, by deed dated December 27, 1977 and recorded in Lancaster County Record Book X, volume 72, page 170, granted and conveyed unto Richard H. Albright, Jr., his heirs and assigns.

AND THE SAID GRANTOR covenants that he will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF the Grantor has executed this Deed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]* (SEAL)  
RICHARD H. ALBRIGHT JR.

COMMONWEALTH OF PENNSYLVANIA )  
  ) ss  
COUNTY OF LANCASTER )

On this the 18<sup>th</sup> day of December, 2012, before me, a Notary Public, the undersigned Officer, personally appeared Richard H. Albright, Jr., an adult individual, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lynda L. Hurst, Notary Public *[Handwritten signature]*  
Manhelm Twp., Lancaster County Notary Public  
My Commission Expires Nov. 19, 2014

I certify that the precise address of the within Grantee is:

14 Deer Ford Drive  
Lancaster, PA 17601

Sign: *[Handwritten signature]*

Print Name: James K. Noel, IV, Esquire  
On behalf of Grantee



**pennsylvania**  
DEPARTMENT OF REVENUE  
Bureau of Individual Taxes  
PO BOX 280603  
Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

### RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	6043816
Page Number	
Date Recorded	12/19/2012 03:55:52 PM

See reverse for instructions.

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

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

Name James K. Noel, IV, Esq.		Telephone Number: (717) 581-3709	
Mailing Address 570 Lausch Lane, Suite 200		City Lancaster	State PA
		ZIP Code 17601	

#### B. TRANSFER DATA

Grantor(s)/Lessor(s) Richard H. Albright, Jr.		
Mailing Address 14 Deer Ford Drive		
City Lancaster	State PA	ZIP Code 17601

#### C. Date of Acceptance of Document

Grantee(s)/Lessee(s) Albright Family Enterprises, LP		
Mailing Address 14 Deer Ford Drive		
City Lancaster	State PA	ZIP Code 17601

#### D. REAL ESTATE LOCATION

Street Address 309 Pumping Station Road		City, Township, Borough Eden and Colerain Townships	
County Lancaster	School District Solanco School District	Tax Parcel Number 2309576000000	

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

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value 223,400.00	5. Common Level Ratio Factor X 1.27	6. Fair Market Value = 283,718.00 *

#### F. EXEMPTION DATA

1a. Amount of Exemption Claimed 283,718.00	1b. Percentage of Grantor's Interest in Real Estate 100	1c. Percentage of Grantor's Interest Conveyed 100
---	--	--

#### Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust \_\_\_\_\_  
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Transfer of a "Family Farm Business" in which family members hold over 75% interest; exempt per Act 85. Assessed value listed at preferential Clean and Green Taxable Value \_\_\_\_\_

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 12/18/12
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Conditions of Sale  
November 12, 2021  
309 Pumping Station Road

EXHIBIT "B"

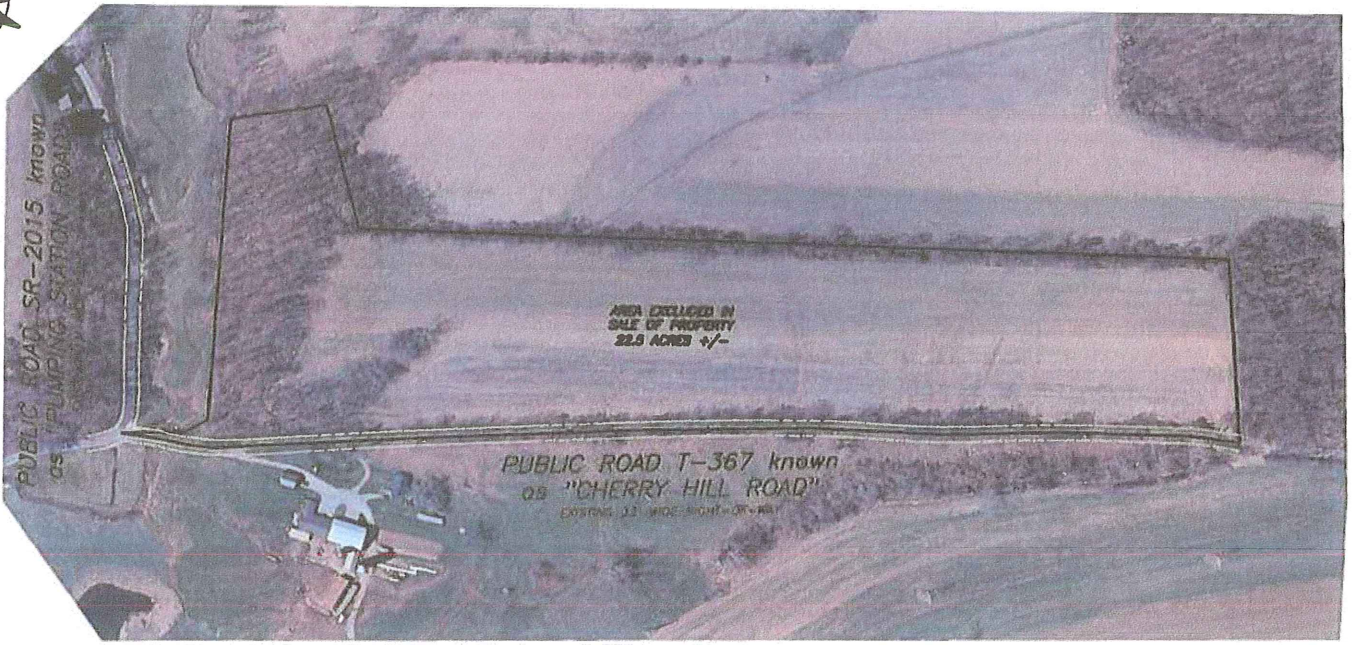


Exhibit  
22.5 ACRES +/-

<b>REGISTER ASSOCIATES, INC.</b> REGISTERED LAND SURVEYORS AND PROFESSIONAL ENGINEERS P.O. BOX 406 KENNETT SQUARE, PA 19348 (610) 444-5554	Plan Prepared For <b>Richard H. Albright, Jr.</b>	Drawn By: JAD Checked By: JAD Scale: 1"=200' Job Number: 212024 Date: 10-14-21
	Situate In Eden Township, Lancaster County, Pennsylvania	



Conditions of Sale  
November 12, 2021  
309 Pumping Station Road

EXHIBIT "C"