

**SELLER'S PROPERTY DISCLOSURE STATEMENT**

**SPD**

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

1 **PROPERTY** 3 Spool Rd, Christiana, PA 17509  
2 **SELLER** Busty and Heather Herr

**INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW**

4 Generally speaking, the Real Estate Seller Disclosure Law (68 P.S. §7301 et seq.) requires that before an agreement of sale is signed, the  
5 seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the  
6 law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other  
7 transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING**  
8 **UNITS** are involved. The Law defines a number of exceptions where the disclosures do not have to be made:

- 9 1. Transfers that are the result of a court order.
- 10 2. Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
- 11 3. Transfers from a co-owner to one or more other co-owners.
- 12 4. Transfers made to a spouse or direct descendant.
- 13 5. Transfers between spouses that result from divorce, legal separation, or property settlement.
- 14 6. Transfers by a corporation, partnership or other association to its shareholders, partners or other equity owners as part of a plan of  
15 liquidation.
- 16 7. Transfer of a property to be demolished or converted to non-residential use.
- 17 8. Transfer of unimproved real property.
- 18 9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 19 10. Transfers of new construction that has never been occupied when:
  - 20 a. The buyer has received a one-year warranty covering the construction;
  - 21 b. The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model  
22 building code; and
  - 23 c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

24 In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures  
25 regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condo-  
26 minium and cooperative interests.

27 While the Law requires certain disclosures, this statement includes disclosures beyond the basic requirements of the Law in an effort to  
28 assist sellers in complying with seller disclosure requirements and to assist buyers in evaluating the property being considered. Sellers who  
29 wish to see or use the basic disclosure form can find the form on the Web site of the Pennsylvania State Real Estate Commission.

30 This Statement discloses Seller's knowledge of the condition of the property as of the date signed by Seller and is not a substitute for  
31 any inspections or warranties that Buyer may wish to obtain. This Statement is not a warranty of any kind by Seller or a warranty or rep-  
32 resentation by any listing real estate broker, any selling real estate broker, or their licensees. Buyer is encouraged to address concerns about  
33 the condition of the property that may not be included in this Statement. This Statement does not relieve Seller of the obligation to disclose  
34 a material defect that may not be addressed on this form.

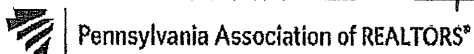
35 A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the  
36 value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem  
37 is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.

38  
39 Check yes, no, unknown (unk) or not applicable (N/A) for each question. Be sure to check N/A when a question does not apply to  
40 the property. Check unknown when the question does apply to the property but you are not sure of the answer.

41 Seller's Initials RH/AH Date 12/21/18

SPD Page 1 of 10

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_



COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2016

Avondale, 1656 Gap Newport Pk Avondale, PA 19311

1/16

Phone: 610-869-8711

Fax: 610-869-8085

Darcie Ward

42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98

	Yes	No	Unk	N/A
A		X		
B		X		
C		X		

**1. SELLER'S EXPERTISE**

- (A) Does Seller possess expertise in contracting, engineering, architecture, environmental assessment or other areas related to the construction and conditions of the property and its improvements?
- (B) Is Seller the landlord for the property?
- (C) Is Seller a real estate licensee?

Explain any "yes" answers in Section 1: \_\_\_\_\_

	Yes	No	Unk	N/A
1				
2	X			
3				
1	X			
2		X		
3		X		
4		X		
5		X		
C				
D	X			

**2. OWNERSHIP/OCCUPANCY**

- (A) **Occupancy**
  - 1. When was the property most recently occupied? currently occupied
  - 2. Was the Seller the most recent occupant? If "no," when did the Seller most recently occupy the property? \_\_\_\_\_
  - 3. How many persons most recently occupied the property? 6
- (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:
  - 1. The owner
  - 2. The executor
  - 3. The administrator
  - 4. The trustee
  - 5. An individual holding power of attorney
- (C) When was the property purchased? 2015
- (D) Are you aware of any pets having lived in the house or other structures during your ownership?

Explain section 2 (if needed): \_\_\_\_\_

	Yes	No	Unk	N/A
1		X		
2		X		
3		X		
4		X		
B				
C				
D				
1				
2				
3				
4				
E				

**3. CONDOMINIUMS/PLANNED COMMUNITIES/OTHER HOMEOWNERS ASSOCIATIONS**

- (A) **Type.** Is the Property part of a(n):
  - 1. Condominium
  - 2. Homeowners association or planned community
  - 3. Cooperative
  - 4. Other type of association or community \_\_\_\_\_
- (B) If "yes," how much are the fees? \$ \_\_\_\_\_, paid ( Monthly)( Quarterly)( Yearly)
- (C) If "yes," are there any community services or systems that the association or community is responsible for supporting or maintaining? Explain: \_\_\_\_\_
- (D) If "yes," provide the following information about the association:
  - 1. Community Name \_\_\_\_\_
  - 2. Contact \_\_\_\_\_
  - 3. Mailing Address \_\_\_\_\_
  - 4. Telephone Number \_\_\_\_\_
- (E) How much is the capital contribution/initiation fee? \$ \_\_\_\_\_  
*Notice to Buyer: A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association in the condominium, cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition to regular monthly maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.*

**4. ROOF AND ATTIC**

	Yes	No	Unk	N/A
1			X	
2				X
1		X		
2				X
1		X		
2		X		

- (A) **Installation**
  - 1. When was the roof installed? renovated 2009-2010
  - 2. Do you have documentation (invoice, work order, warranty, etc.)?
- (B) **Repair**
  - 1. Has the roof or any portion of it been replaced or repaired during your ownership?
  - 2. If it has been replaced or repaired, was the existing roofing material removed?
- (C) **Issues**
  - 1. Has the roof ever leaked during your ownership?
  - 2. Are you aware of any current/past problems with the roof, gutters, flashing or downspouts?

Explain any "yes" answers in section 4, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

100 **5. BASEMENTS AND CRAWL SPACES**

	Yes	No	Unk	N/A
102 1	X			
103 2	X			
104 3	X			
105 4	X			
107 1	X			
109 2		X		
111 3		X		

(A) Sump Pump

1. Does the property have a sump pit? If yes, how many? one
2. Does the property have a sump pump? If yes, how many? one
3. If it has a sump pump, has it ever run?
4. If it has a sump pump, is the sump pump in working order?

(B) Water Infiltration

1. Are you aware of any water leakage, accumulation, or dampness within the basement or crawl space?
2. Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
3. Are the downspouts or gutters connected to a public system? \_\_\_\_\_

112 Explain any "yes" answers in this section, including the location and extent of any problem(s) and any repair or remediation efforts: water in basement during rain

113 **6. TERMITES/WOOD-DESTROYING INSECTS, DRYROT, PESTS**

	Yes	No	Unk	N/A
116 1		X		
117 2		X		
119 1		X		
120 2		X		

(A) Status

1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the property?
2. Are you aware of any damage caused by termites/wood-destroying insects, dryrot, or pests?

(B) Treatment

1. Is your property currently under contract by a licensed pest control company?
2. Are you aware of any termite/pest control reports or treatments for the property?

121 Explain any "yes" answers in section 6, including the name of any service/treatment provider, if applicable: \_\_\_\_\_

122 **7. STRUCTURAL ITEMS**

	Yes	No	Unk	N/A
124 A		X		
126 B		X		
128 C		X		
131 1	X			
132 2			X	
133 3			X	
135 E		X		
136 F		X		

- (A) Are you aware of any past or present movement, shifting, deterioration, or other problems with walls, foundations, or other structural components?
- (B) Are you aware of any past or present problems with driveways, walkways, patios, or retaining walls on the property?
- (C) Are you aware of any past or present water infiltration in the house or other structures, other than the roof, basement or crawl spaces?

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is your property constructed with stucco?
2. Is your property constructed with an Exterior Insulating Finishing System (EIFS), such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?
3. If "yes," when was it installed? \_\_\_\_\_

(E) Are you aware of any fire, storm, water or ice damage to the property?

(F) Are you aware of any defects (including stains) in flooring or floor coverings?

137 Explain any "yes" answers in section 7, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

138 **8. ADDITIONS/ALTERATIONS**

	Yes	No	Unk	N/A
140 A		X		
142 B		X		

- (A) Have any additions, structural changes, or other alterations been made to the property during your ownership? Itemize and date all additions/alterations below.
- (B) Are you aware of any private or public architectural review control of the property other than zoning codes?

Addition, structural change, or alteration	Approximate date of work	Were permits obtained? (Yes/No/Unknown)	Final inspections/ approvals obtained? (Yes/No/Unknown)

153  A sheet describing other additions and alterations is attached.

Note to Buyer: The PA Construction Code Act, 35 P.S. §7210 et seq. (effective 2004), and local codes establish standards for building and altering properties. Buyers should check with the municipality to determine if permits and/or approvals were necessary for disclosed work and if so, whether they were obtained. Where required permits were not obtained, the municipality might require the current owner to upgrade or remove changed made by the prior owners. Buyers can have the property inspected by an expert in codes compliance to determine if issues exist. Expanded title insurance policies may be available for Buyers to cover the risk of work done to the property by previous owners without a permit or approval. Note to Buyer: According to the PA Stormwater Management Act, each municipality must enact a Storm Water Management Plan for drainage control and flood reduction. The municipality where the property is located may impose restrictions on impervious or semi-pervious surfaces added to the property. Buyers should contact the local office charged with overseeing the Stormwater Management Plan to determine if the prior addition of impervious or semi-pervious areas, such as walkways, decks, and swimming pools, might affect your ability to make future changes.

9. WATER SUPPLY

(A) Source. Is the source of your drinking water (check all that apply):

1. Public
2. A well on the property
3. Community water
4. A holding tank
5. A cistern
6. A spring
7. Other \_\_\_\_\_
8. No water service (explain): \_\_\_\_\_

(B) Bypass Valve (for properties with multiple sources of water)

1. Does your water source have a bypass valve?
2. If "yes," is the bypass valve working?

(C) Well

1. Has your well ever run dry?
2. Depth of Well \_\_\_\_\_
3. Gallons per minute \_\_\_\_\_, measured on (date) \_\_\_\_\_
4. Is there a well used for something other than the primary source of drinking water?
5. If there is an unused well, is it capped?

(D) Pumping and Treatment

1. If your drinking water source is not public, is the pumping system in working order? If "no," explain: \_\_\_\_\_
2. Do you have a softener, filter, or other treatment system?
3. Is the softener, filter, or other treatment system leased? From whom? \_\_\_\_\_

(E) General

1. When was your water last tested? 2015 Test results: \_\_\_\_\_
2. Is the water system shared? With whom? \_\_\_\_\_

(F) Issues

1. Are you aware of any leaks or other problems, past or present, relating to the water supply, pumping system, and related items?
2. Have you ever had a problem with your water supply?

Explain any "yes" answers in section 9, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

10. SEWAGE SYSTEM

(A) General

1. Is your property served by a sewage system (public, private or community)?
2. If no, is it due to availability or permit limitations?
3. When was the sewage system installed (or date of connection, if public)? 9/2013

(B) Type Is your property served by:

1. Public (if "yes," continue to D through G below)
2. Community (non-public)
3. An individual on-lot sewage disposal system
4. Other, explain: \_\_\_\_\_

155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211

	Yes	No	Unk	N/A
1		X		
2	X			
3		X		
4		X		
5		X		
6		X		
7		X		
8		X		
1				
2				
1		X	X	
2			X	
3			X	
4			X	
5			X	
1	X			
2		X		
3				X
1				
2		X		
1		X		
2		X		

	Yes	No	Unk	N/A
1	X			
2				X
3				
1		X		
2		X		
3	X			
4				

	Yes	No	Unk	N/A
213				
214 1			X	
215 2			X	
216 3	X			
217 4	X			
218 5			X	
219 6			X	
220 7		X		
221 8				
222				
223 1		X		
224 2	X			
225 3		X		
226 4		X		
227 5				
228 6			X	
229 7			X	
230				
231 1		X		
232 2				X
233				
234 1			X	
235 2			X	
236 3			X	
237 4			X	
238				
239 1			X	
240				
241 2		X		

(C) Individual On-lot Sewage Disposal System. Is your sewage system (check all that apply):

1. Within 100 feet of a well
2. Subject to a ten-acre permit exemption
3. A holding tank
4. A drainfield
5. Supported by a backup or alternate drainfield, sandmound, etc.
6. A cesspool
7. Shared
8. Other, explain: \_\_\_\_\_

(D) Tanks and Service

1. Are there any metal/steel septic tanks on the Property?
2. Are there any cement/concrete septic tanks on the Property?
3. Are there any fiberglass septic tanks on the Property?
4. Are there any other types of septic tanks on the Property?
5. Where are the septic tanks located? front yard
6. How often is the on-lot sewage disposal system serviced?
7. When was the on-lot sewage disposal system last serviced?

(E) Abandoned Individual On-lot Sewage Disposal Systems and Septic

1. Are you aware of any abandoned septic systems or cesspools on your property?
2. Have these systems or cesspools been closed in accordance with the municipality's ordinance?

(F) Sewage Pumps

1. Are there any sewage pumps located on the property?
2. What type(s) of pump(s)? \_\_\_\_\_
3. Are pump(s) in working order?
4. Who is responsible for maintenance of sewage pumps? \_\_\_\_\_

(G) Issues

1. Is any waste water piping not connected to the septic/sewer system?
2. Are you aware of any past or present leaks, backups, or other problems relating to the sewage system and related items?

Explain any "yes" answers in section 10, including the location and extent of any problem(s) and any repair or remediation efforts: \_\_\_\_\_

242  
243  
244

	Yes	No	Unk	N/A
245				
246				
247 1			X	
248 2			X	
249 3			X	
250 4	X			
251 5			X	
252 6			X	
253 7				X
254				
255 B		X		
256				

11. PLUMBING SYSTEM

(A) Material(s). Are the plumbing materials (check all that apply):

1. Copper
2. Galvanized
3. Lead
4. PVC
5. Polybutylene pipe (PB)
6. Cross-linked polyethylene (PEX)
7. Other \_\_\_\_\_

(B) Are you aware of any problems with any of your plumbing fixtures (e.g., including but not limited to: kitchen, laundry, or bathroom fixtures; wet bars; exterior faucets; etc.)?

If "yes," explain: \_\_\_\_\_

257

12. DOMESTIC WATER HEATING

(A) Type(s). Is your water heating (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Solar
6. Geothermal
7. Other: \_\_\_\_\_
8. Is your water heating a summer-winter hook-up (integral system, hot water from the boiler, etc.)?

(B) How many water heaters are there? 1 When were they installed? \_\_\_\_\_

(C) Are you aware of any problems with any water heater or related equipment?

If "yes," explain: \_\_\_\_\_

268  
269  
270

272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329

**13. HEATING SYSTEM**

Yes	No	Unk	N/A
	X		
	X		
	X		
X			
	X		
	X		
	X		
	X		
	X		
	X		
	X		
	X		
		X	
	X		
X			
		X	
X			
		X	
		X	
X			
	X		

(A) Fuel Type(s). Is your heating source (check all that apply):

1. Electric
2. Natural gas
3. Fuel oil
4. Propane
5. Geothermal
6. Coal
7. Wood
8. Other \_\_\_\_\_

(B) System Type(s) (check all that apply):

1. Forced hot air
2. Hot water
3. Heat pump
4. Electric baseboard
5. Steam
6. Radiant
7. Wood stove(s) How many? \_\_\_\_\_
8. Coal stove(s) How many? \_\_\_\_\_
9. Other: \_\_\_\_\_

(C) Status

1. When was your heating system(s) installed? 2009/2010
2. When was the heating system(s) last serviced? \_\_\_\_\_
3. How many heating zones are in the property? 2
4. Is there an additional and/or backup heating system? Explain: \_\_\_\_\_

(D) Fireplaces

1. Are there any fireplace(s)? How many? 3
2. Are all fireplace(s) working?
3. Fireplace types(s) (wood, gas, electric, etc.): wood
4. Were the fireplace(s) installed by a professional contractor or manufacturer's representative?
5. Are there any chimney(s) (from a fireplace, water heater or any other heating system)?
6. How many chimney(s)? 3 When were they last cleaned? \_\_\_\_\_
7. Are the chimney(s) working? If "no," explain: \_\_\_\_\_

(E) List any areas of the house that are not heated: Storage room above old kitchen

(F) Heating Fuel Tanks

1. Are you aware of any heating fuel tank(s) on the property?
2. Location(s), including underground tank(s): propane tank next to back patio underground
3. If you do not own the tank(s), explain: seller owned

Are you aware of any problems or repairs needed regarding any item in section 13? If "yes," explain: \_\_\_\_\_

**14. AIR CONDITIONING SYSTEM**

Yes	No	Unk	N/A
X			
	X		
	X		
	X		
	X		
		X	
	X		

(A) Type(s). Is the air conditioning (check all that apply):

1. Central air
2. Wall units
3. Window units
4. Other \_\_\_\_\_
5. None

(B) Status

1. When was the central air conditioning system installed? 2009/2010
2. When was the central air conditioning system last serviced? \_\_\_\_\_
3. How many air conditioning zones are in the property? 2

(C) List any areas of the house that are not air conditioned: Storage room above old kitchen

Are you aware of any problems with any item in section 14? If "yes," explain: \_\_\_\_\_

**15. ELECTRICAL SYSTEM**

Yes	No	Unk	N/A
	X		
X			

(A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?

	Yes	No	Unk	N/A
331 B				
332 C		X		
333 P		X		

(B) What is the system amperage? 200

(C) Are you aware of any knob and tube wiring in the home?

Are you aware of any problems or repairs needed in the electrical system? If "yes," explain:

**16. OTHER EQUIPMENT AND APPLIANCES**

This section must be completed for each item that will, or may, be sold with the property. The fact that an item is listed does not mean it is included in the Agreement of Sale. Terms of the Agreement of Sale negotiated between Buyer and Seller will determine which items, if any, are included in the purchase of the Property.

Item	Yes	No	Item	Yes	No
Electric garage door opener		X	Trash compactor		X
Garage transmitters		X	Garbage disposal		X
Keyless entry		X	Stand-alone freezer		X
Smoke detectors	X		Washer	X	
Carbon monoxide detectors	X		Dryer	X	
Security alarm system	X		Intercom		X
Interior fire sprinklers		X	Ceiling fans		X
In-ground lawn sprinklers		X	A/C window units		X
Sprinkler automatic timer		X	Awnings		X
Swimming pool		X	Attic fan(s)		X
Hot tub/spa		X	Satellite dish	X	
Deck(s)		X	Storage shed		X
Pool/spa heater		X	Electric animal fence		X
Pool/spa cover		X	Other:		
Whirlpool/tub		X	1.		
Pool/spa accessories		X	2.		
Refrigerator(s)	X		3.		
Range/oven	X		4.		
Microwave oven		X	5.		
Dishwasher	X		6.		

Are you aware of any problems or repairs needed regarding any item in section 16? If "yes," explain:

**17. LAND/SOILS**

(A) Property

- Are you aware of any fill or expansive soil on the property?
- Are you aware of any sliding, settling, earth movement, upheaval, subsidence, sinkholes or earth stability problems that have occurred on or affect the property?
- Are you aware of sewage sludge (other than commercially available fertilizer products) being spread on the property, or have you received written notice of sewage sludge being spread on an adjacent property?
- Are you aware of any existing, past or proposed mining, strip-mining, or any other excavations that might affect this property?

*Note to Buyer: The property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through: Department of Environmental Protection, Mine Subsidence Insurance Fund, 25 Technology Drive, California Technology Park, Coal Center, PA 15423 (800) 922-1678 (within Pennsylvania) or (724) 769-1100 (outside Pennsylvania).*

	Yes	No	Unk	N/A
364 1		X		
365 2		X		
366 3		X		
367 4		X		

380 Seller's Initials R.H. / HH Date 12/21/18 SPD Page 7 of 10 Buyer's Initials      /      Date

381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437

	Yes	No	Unk	N/A
1	X			
2		X		
3			X	
4				
5		X		

**(B) Preferential Assessment and Development Rights**

Is the property, or a portion of it, preferentially assessed for tax purposes, or subject to limited development rights under the:

1. Farmland and Forest Land Assessment Act - 72 P.S. §5490.1 et seq. (Clean and Green Program)
2. Open Space Act - 16 P.S. §11941 et seq.
3. Agricultural Area Security Law - 3 P.S. §901 et seq. (Development Rights)

4. Any other law/program: Lancaster farmland trust and fox hunt Easement

*Note to Buyer: Pennsylvania has enacted the Right to Farm Act (3 P.S. § 951-957) in an effort to limit the circumstances under which agricultural operations may be subject to nuisance suits or ordinances. Buyers are encouraged to investigate whether any agricultural operations covered by the Act operate in the vicinity of the property.*

**(C) Property Rights**

Are you aware of the transfer, sale and/or lease of any of the following property rights (by you or a previous owner of the property):

1. Timber
2. Coal
3. Oil
4. Natural gas
5. Other minerals or rights (such as farming rights, hunting rights, quarrying rights) Explain:

*Note to Buyer: Before entering into an agreement of sale, Buyer can investigate the status of these rights by, among other means, engaging legal counsel, obtaining a title examination of unlimited years and searching the official records in the county Office of the Recorder of Deeds, and elsewhere. Buyer is also advised to investigate the terms of any existing leases, as Buyer may be subject to terms of those leases.*

Explain any "yes" answers in section 17: \_\_\_\_\_

**18. FLOODING, DRAINAGE AND BOUNDARIES**

**(A) Flooding/Drainage**

1. Is any part of this property located in a wetlands area?
2. Is the property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
3. Do you maintain flood insurance on this property?
4. Are you aware of any past or present drainage or flooding problems affecting the property?
5. Are you aware of any drainage or flooding mitigation on the property?
6. Are you aware of the presence on the property of any man-made feature that temporarily or permanently conveys or manages storm water, including any basin, pond, ditch, drain, swale, culvert, pipe or other feature?
7. If "yes", are you responsible for maintaining or repairing that feature which conveys or manages storm water for the property?

Explain any "yes" answers in section 18(A), including dates and extent of flooding and the condition of any man-made storm water management features: \_\_\_\_\_

**(B) Boundaries**

1. Are you aware of any encroachments, boundary line disputes, or easements affecting the property?

*Note to Buyer: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and Seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an Abstract of Title or searching the records in the Office of the Recorder of Deeds for the county before entering into an agreement of sale.*

2. Do you access the property from a private road or lane?
3. If "yes," do you have a recorded right of way or maintenance agreement?
4. Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

Explain any "yes" answers in section 18(B): \_\_\_\_\_

	Yes	No	Unk	N/A
1		X		
2		X		
3		X		
4		X		
5		X		
6		X		
7				
1		X		
2		X		
3				X
4		X		



438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497

**19. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES**

	Yes	No	Unk	N/A
1		X		
2		X		
1		X		
2		X		

**(A) Mold and Indoor Air Quality (other than radon)**

1. Are you aware of any tests for mold, fungi, or indoor air quality in the property?
2. Other than general household cleaning, have you taken any efforts to control or remediate mold or mold-like substances in the property?

*Note to Buyer: Individuals may be affected differently, or not at all, by mold contamination. If mold contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the United States Environmental Protection Agency and may be obtained by contacting IAQ INFO, P.O. Box 37133, Washington, D.C. 20013-7133, 1-800-438-4318.*

**(B) Radon**

1. Are you aware of any tests for radon gas that have been performed in any buildings on the property? If "yes," list date, type, and results of all tests below:

	First Test	Second Test
Date	_____	_____
Type of Test	_____	_____
Results (picocuries/liter)	_____	_____
Name of Testing Service	_____	_____

2. Are you aware of any radon removal system on the property? If "yes," list date installed and type of system, and whether it is in working order below:

Date Installed	Type of System	Provider	Working?
_____	_____	_____	_____

**(C) Lead Paint**

If property was constructed, or if construction began, before 1978, you must disclose any knowledge of, and records and reports about, lead-based paint on the property.

1. Are you aware of any lead-based paint or lead-based paint hazards on the property?
2. Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the property?

**(D) Tanks**

1. Are you aware of any existing or removed underground tanks? Size: \_\_\_\_\_
2. If "yes," have any tanks been removed during your ownership?

**(E) Dumping. Are you aware of any dumping on the property?**

**(F) Other**

1. Are you aware of any existing hazardous substances on the property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
2. Have you received written notice regarding the presence of an environmental hazard or bio-hazard on your property or any adjacent property?
3. Are you aware of testing on the property for any other hazardous substances or environmental concerns?
4. Are you aware of any other hazardous substances or environmental concerns that might impact upon the property?

Explain any "yes" answers in section 19: \_\_\_\_\_

	Yes	No	Unk	N/A
1		X		
2		X		
1		X		
2		X		
3		X		
4		X		

**20. MISCELLANEOUS**

**(A) Deeds, Restrictions and Title**

1. Are you aware of any deed restrictions that apply to the property?
2. Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the property?
3. Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

**(B) Financial**

1. Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances or other use restriction ordinances that remain uncorrected?
2. Are you aware of any mortgage, judgment, encumbrance, lien, overdue payment on a support obligation, or other debt against this property or Seller that cannot be satisfied by the proceeds of this sale?
3. Are you aware of any insurance claims filed relating to the property?

	Yes	No	Unk	N/A
1	X			
2		X		
3		X		
1		X		
2		X		
3		X		

Seller's Initials P.H. / M.H. Date 12/21/18 SPD Page 9 of 10 Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544

	Yes	No	Unk	N/A
1		X		
2		X		
1		X		

(C) Legal

1. Are you aware of any violations of federal, state, or local laws or regulations relating to this property?
2. Are you aware of any existing or threatened legal action affecting the property?

(D) Additional Material Defects

1. Are you aware of any material defects to the property, dwelling, or fixtures which are not disclosed elsewhere on this form?

*Note to Buyer: A material defect is a problem with a residential real property or any portion of it that would have a significant adverse impact on the value of the property or that involves an unreasonable risk to people on the property. The fact that a structural element, system or subsystem is at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.*

2. After completing this form, if Seller becomes aware of additional information about the property, including through inspection reports from a buyer, the Seller must update the Seller's Property Disclosure Statement and/or attach the inspection(s). These inspection reports are for informational purposes only.

Explain any "yes" answers in section 20: Property is in clean and green Lancaster farmland Trust and Fox Hunting Easement

21. ATTACHMENTS

(A) The following are part of this Disclosure if checked:

- Seller's Property Disclosure Statement Addendum (PAR Form SDA)
- 
- 
- 

The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the property and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN THIS STATEMENT. Seller shall cause Buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following completion of this form.

SELLER [Signature] DATE 12/21/18  
 SELLER Heather Golden DATE 12/21/18  
 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

According to the provisions of the Real Estate Seller Disclosure Law, the undersigned executor, administrator or trustee is not required to fill out a Seller's Property Disclosure Statement. The executor, administrator or trustee, must, however, disclose any known material defect(s) of the property.

DATE \_\_\_\_\_

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

The undersigned Buyer acknowledges receipt of this Disclosure Statement. Buyer acknowledges that this Statement is not a warranty and that, unless stated otherwise in the sales contract, Buyer is purchasing this property in its present condition. It is Buyer's responsibility to satisfy himself or herself as to the condition of the property. Buyer may request that the property be inspected, at Buyer's expense and by qualified professionals, to determine the condition of the structure or its components.

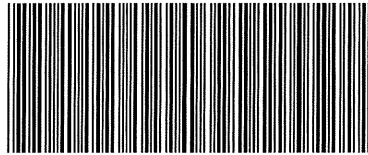
BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**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

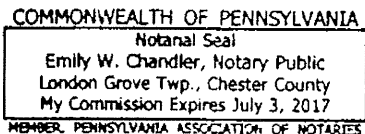
Deborah Royer, VP

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

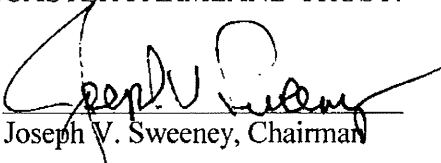




I, THE UNDERSIGNED, being the Chairman of LANCASTER FARMLAND TRUST, hereby accept and approve the foregoing Grant of Conservation Easement in the nature of a restriction on the use of land.

ACCEPTED AND APPROVED this 29<sup>th</sup> day of December, 2014.

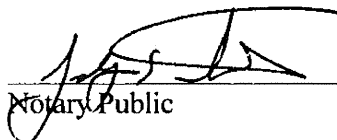
LANCASTER FARMLAND TRUST:

By:   
Joseph V. Sweeney, Chairman

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

ON THIS, the 29<sup>th</sup> 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  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

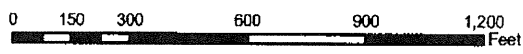
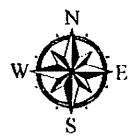
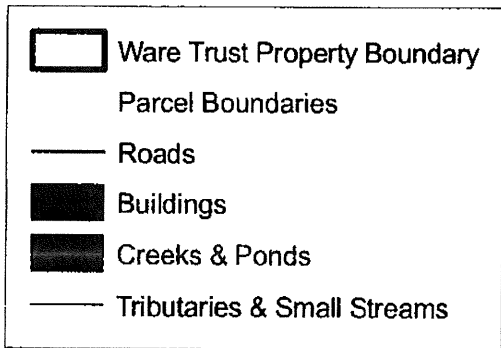
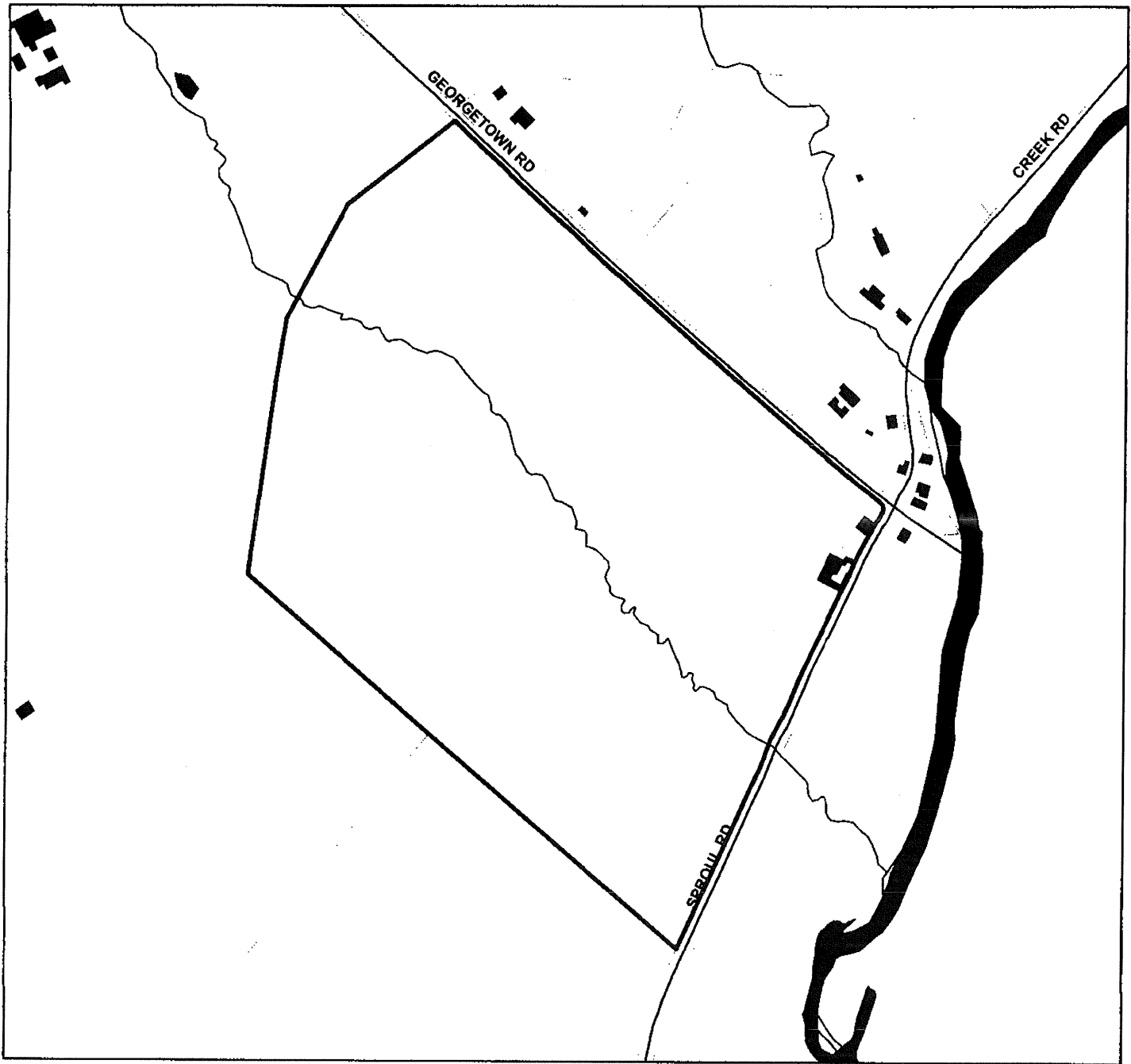
**Exhibit "A"**

**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 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. 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.

**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
---	---

### 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
---	--------------------

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