

CONDITIONS OF SALE

THE CONDITIONS of the present public sale for property being offered for sale by POLLY A. GEIB, held this 29th day of October, 2022, are as follows:

1. The property to be sold is ALL THAT CERTAIN tract or piece of land being known as 4007 Bossler Road, Bainbridge, Lancaster County, Pennsylvania, as per attached legal description.

2. The highest bidder shall be the Purchaser (both Seller and Purchaser, whether one or more, are designated throughout these Conditions of Sale in singular masculine form) upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down ten (10%) percent of the Purchase Money in form satisfactory to Seller as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. The balance of Purchase Money shall be paid at settlement to be held at the office of Nikolaus & Hohenadel, LLP, 222 South Market Street, Suite 201, Elizabethtown, Pennsylvania, on or before December 13, 2022 (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to said property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land

subdivision regulations, encroachments, encroachments of any kind within the legal width of public highways, and any and all rights of way and easements visible upon the ground or which appear in the chain of title to said property and on the recorded Subdivision Plan.

The Seller represents (I) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of State Highway plans in the Recorder's Office, and no uncomplained-with orders from any governmental authority to do work or correct conditions, affecting this property, of which the Seller has knowledge; (ii) that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any currently-used or enforceable easement for any underground electric or telephone cable or sewer, gas or water pipe serving other than this property, except those which are apparent upon reasonable physical inspection of the premises and which appear in the chain of title to said premises; and (iii) that this property is believed, but not guaranteed to be, zoned "residential".

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.

4. Formal tender of deed and purchase money are waived.

5. (a) Acknowledgments to the deed shall be paid by Seller, and all required state and local Realty Transfer Taxes shall be paid by the Purchaser.

(b) Real Estate Taxes shall be apportioned to date of settlement on a fiscal year basis.

(c) There is well water and a septic system servicing this property.

(d) Any "disbursement" or similar fees purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser. All closing costs, document preparation, fees and expenses of settlement shall be paid by the Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; electric, heating, plumbing, lighting, water, and systems; laundry tubs; radio and televisions aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, radiator covers; cabinets; awnings; and any articles permanently affixed to the property except the following which will not be sold with the real property:_____.

7. Possession shall be given to the Purchaser at settlement.

8. Seller will continue in force the present insurance carried for the property until delivery of deed or possession to the Purchaser (whichever shall first occur), and in case of loss

will credit on account of the Purchase Price at settlement any insurance collected or collectible (either by Seller or any mortgagee or other loss-payee) therefor.

8. Per the attached, the property is currently enrolled in the Clean & Green Real Estate Tax Relief Program. Under no circumstances will Seller ever be responsible for any real estate tax recapture. Buyer shall take all steps necessary to continue the property in the program if desired.

9. There is a Grant of Conservation Easement on said property a copy of which is attached. Buyer shall take all steps necessary to comply with the Grant of Conservation Easement.

10. The property is being sold under reserve and therefore Seller reserves the right to reject any or all bids.

11. If a survey of the property is either desired or required, it shall be ordered and paid for by the Purchaser.

12. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money 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 or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

13. Purchaser acknowledges having received a Seller=s Property Disclosure and further expressly acknowledges that he is purchasing the property in an AS-IS condition, without any express or implied warranty, guaranty, or representation concerning, but not limited to: the quality, condition, construction, or value of the property or any of its operating systems.

14. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and assigns; however may not be assigned by Purchaser without the written consent of the Seller.

(b) This is the entire Agreement between the parties hereto encompassing all matters agreed upon or understood in this transaction. Purchaser agrees that other than as herein expressly set forth, there are no other terms, conditions, understandings, obligations, covenants, representations or statements, oral or written, of any kind whatsoever. This Agreement shall not be altered, amended or changed except by written agreement signed by all of the parties.

(b) Time is of the essence for each and every provision of this agreement.

Polly A. Geib

PURCHASER'S ACKNOWLEDGMENT

I, _____ hereby acknowledge that I have this day purchased at public auction property known as 4007 Bossler Road, Elizabethtown, Pennsylvania for the sum of \$_____ and have paid the sum of \$_____ as a deposit, and in part payment of the said purchase money. I hereby agree to pay the remaining sum due on or before 45 days after today=s date; and in all other respects, on my part, to fulfill the annexed Conditions of Sale.

Witness my hand and seal this 29th day of October, 2019.

WITNESS:

RECEIPT

Received of Purchaser on above date, as down money on account of the above Purchase Price, the sum of _____

(\$ _____) Dollars.

NIKOLAUS & HOHENADEL, LLP

By: _____
on behalf of Seller

EXHIBIT "A"

ALL THAT CERTAIN tract of land being situated on the east side of Bossler Road (Pennsylvania Legislative Route No. 36072) in the Township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, said tract being shown on a plan of a survey prepared for Hogan Enterprises, Inc., by Henry I. Strausser, R.S., dated November 14, 1975, said tract being more fully bounded and described as follows:

BEGINNING at an iron pin in Bossler Road (Pennsylvania Legislative Route No. 36072), a corner of lands of Levi Mumma, said iron pin being located at a distance of three hundred eight and ninety-one hundredths (308.91) feet south of a railroad spike located at the intersection of the center line of Nissley Road (Township Road No. T-855) and the center line of Bossler Road (Pennsylvania Legislative Route No. 36072); thence along lands of Levi Mumma, the three following courses and distances: (1) North seventy-three (73) degrees zero (00) minutes fifty-seven (57) seconds East, a distance of two hundred seventy-five (275) feet to an iron pin; (2) North eighteen (18) degrees thirty (30) minutes zero (00) seconds West, a distance of forty (40) feet to an iron pin; (3) North seventy-five (75) degrees zero (00) minutes fifty-seven (57) seconds East, a distance of nine hundred forty-three and sixty hundredths (943.60) feet to an iron pin in line of lands of George M. Baum; thence along said lands of George M. Baum, South fourteen (14) degrees thirty-five (35) minutes thirty-eight (38) seconds East, a distance of six hundred five and seventy-two hundredths (605.72) feet to an iron pin, a corner of lands now or late of Hogan enterprises, Inc.; thence along said lands of Hogan Enterprises, Inc., South seventy-one (71) degrees thirty (30) minutes zero (00) seconds West, a distance of one thousand one hundred seventy-seven and fifty-five hundredths (1,177.55) feet to a point in Bossler Road (Pennsylvania Legislative Route No. 36072); thence in and along Bossler Road (Pennsylvania Legislative Route No. 36072), North eighteen (18) degrees thirty (30) minutes zero (00) seconds West, a distance of five hundred ninety-six and fifty-seven hundredths (596.57) feet to the point and place of **BEGINNING**.

CONTAINING an area of 16.083 acres.

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** 4007 Bossler Rd., Elizabethtown, PA 17022

2 **SELLER** Polly A. Geib

3 INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

4 The Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) requires that before an agreement of sale is signed, the seller in a residential
5 real estate transfer must disclose all known **material defects** about the property being sold that are not readily observable. A **material defect**
6 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
7 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
8 of its normal useful life is not by itself a material defect.

9 This property disclosure statement ("Statement") includes disclosures beyond the basic requirements of the Law and is designed to assist
10 Seller in complying with disclosure requirements and to assist Buyer in evaluating the property being considered. Sellers who wish to see
11 or use the basic disclosure form can find the form on the website of the Pennsylvania State Real Estate Commission. Neither this Statement
12 nor the basic disclosure form limits Seller's obligation to disclose a material defect.

13 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 any**
14 **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-**
15 **resentation by any listing real estate broker, any selling real estate broker, or their licensees.** Buyer is encouraged to address concerns
16 about the condition of the Property that may not be included in this Statement.

17 **The Law provides exceptions (listed below) where a property disclosure statement does not have to be completed. All other sellers**
18 **are obligated to complete a property disclosure statement, even if they do not occupy or have never occupied the Property.**

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

34 COMMON LAW DUTY TO DISCLOSE

35 Although the provisions of the Real Estate Seller Disclosure Law exclude some transfers from the requirement of completing a disclo-
36 sure statement, the Law does not excuse the seller's common law duty to disclose any known material defect(s) of the Property in order
37 to avoid fraud, misrepresentation or deceit in the transaction. **This duty continues until the date of settlement.**

38 EXECUTOR, ADMINISTRATOR, TRUSTEE SIGNATURE BLOCK

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

42 _____ DATE _____

43 Seller's Initials pgf Date 9-31-22 SPD Page 1 of 11 Buyer's Initials / Date



44 **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 the**
 45 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

46 **1. SELLER'S EXPERTISE**

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

	Yes	No	Unk	N/A
A		✓		
B		✓		
C		✓		

51 **Explain any "yes" answers in Section 1:** _____
 52 _____

53 **2. OWNERSHIP/OCCUPANCY**

- 54 (A) **Occupancy**
 55 1. When was the Property most recently occupied? Currently
 56 2. By how many people? One
 57 3. Was Seller the most recent occupant?
 58 4. If "no," when did Seller most recently occupy the Property? _____

	Yes	No	Unk	N/A
A1				
A2				
A3	✓			
A4				
B1	✓			
B2		✓		
B3		✓		
B4		✓		
C				

59 (B) **Role of Individual Completing This Disclosure.** Is the individual completing this form:

- 60 1. The owner
 61 2. The executor or administrator
 62 3. The trustee
 63 4. An individual holding power of attorney

64 (C) When was the Property acquired? 2001

65 (D) List any animals that have lived in the residence(s) or other structures during your ownership:

66 Main residence - None In-law quarters - cat and dog

67 **Explain Section 2 (if needed):** briefly, carpet replaced and repainted.
 68 _____

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

70 (A) Disclosures for condominiums and cooperatives are limited to Seller's particular unit(s). Disclosures
 71 regarding common areas or facilities are not required by the Real Estate Seller Disclosure Law.

72 (B) **Type.** Is the Property part of a(n):

- 73 1. Condominium
 74 2. Homeowners association or planned community
 75 3. Cooperative
 76 4. Other type of association or community _____

77 (C) If "yes," how much are the fees? \$ _____, paid (☐ Monthly)(☐ Quarterly)(☐ Yearly)

78 (D) If "yes," are there any community services or systems that the association or community is responsi-
 79 ble for supporting or maintaining? Explain: _____

80 (E) If "yes," provide the following information:

- 81 1. Community Name _____
 82 2. Contact _____
 83 3. Mailing Address _____
 84 4. Telephone Number _____

85 (F) How much is the capital contribution/initiation fee(s)? \$ _____

	Yes	No	Unk	N/A
B1		✓		
B2		✓		
B3		✓		
B4		✓		
C				✓
D				✓
E1				✓
E2				✓
E3				✓
E4				✓
F				✓

86 **Notice to Buyer:** A buyer of a resale unit in a condominium, cooperative, or planned community must receive a copy of the declaration
 87 (other than the plats and plans), the by-laws, the rules or regulations, and a certificate of resale issued by the association, condominium,
 88 cooperative, or planned community. Buyers may be responsible for capital contributions, initiation fees or similar one-time fees in addition
 89 to regular maintenance fees. The buyer will have the option of canceling the agreement with the return of all deposit monies until the cer-
 90 tificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

91 **4. ROOFS AND ATTIC**

92 (A) **Installation**

- 93 1. When was or were the roof or roofs installed? 2001
 94 2. Do you have documentation (invoice, work order, warranty, etc.)?

95 (B) **Repair**

- 96 1. Was the roof or roofs or any portion of it or them replaced or repaired during your ownership?
 97 2. If it or they were replaced or repaired, were any existing roofing materials removed?

98 (C) **Issues**

- 99 1. Has the roof or roofs ever leaked during your ownership?
 100 2. Have there been any other leaks or moisture problems in the attic?
 101 3. Are you aware of any past or present problems with the roof(s), attic, gutters, flashing or down-
 102 spouts?

	Yes	No	Unk	N/A
A1				
A2		✓		
B1		✓		
B2				✓
C1		✓		
C2		✓		
C3		✓		

103 **Seller's Initials** pej **Date** 9-21-32 **SPD Page 2 of 11** **Buyer's Initials** _____/_____ **Date** _____

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 4. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:

5. BASEMENTS AND CRAWL SPACES

(A) Sump Pump

- Does the Property have a sump pit? If "yes," how many?
- Does the Property have a sump pump? If "yes," how many?
- If it has a sump pump, has it ever run?
- If it has a sump pump, is the sump pump in working order?

	Yes	No	Unk	N/A
A1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(B) Water Infiltration

- Are you aware of any past or present water leakage, accumulation, or dampness within the basement or crawl space?
- Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?
- Are the downspouts or gutters connected to a public sewer system?

Explain any "yes" answers in Section 5. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date they were done:

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

(A) Status

- Are you aware of past or present dryrot, termites/wood-destroying insects or other pests on the Property?
- Are you aware of any damage caused by dryrot, termites/wood-destroying insects or other pests?

	Yes	No	Unk	N/A
A1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(B) Treatment

- Is the Property currently under contract by a licensed pest control company?
- Are you aware of any termite/pest control reports or treatments for the Property?

Explain any "yes" answers in Section 6. Include the name of any service/treatment provider, if applicable:

Ehrlich Pestfree 365 Pest Control Service - 3 times per year
preventatively, last done September 2022.

7. STRUCTURAL ITEMS

(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(s), basement or crawl space(s)?

(D) Stucco and Exterior Synthetic Finishing Systems

1. Is any part of the Property constructed with stucco or an Exterior Insulating Finishing System (EIFS) such as Dryvit or synthetic stucco, synthetic brick or synthetic stone?

2. If "yes," indicate type(s) and location(s)

3. If "yes," provide date(s) installed

(E) Are you aware of any fire, storm/weather-related, water, hail or ice damage to the Property?

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

	Yes	No	Unk	N/A
A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain any "yes" answers in Section 7. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

8. ADDITIONS/ALTERATIONS

(A) Have any additions, structural changes or other alterations (including remodeling) been made to the Property during your ownership? Itemize and date all additions/alterations below.

	Yes	No	Unk	N/A
A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Addition, structural change or alteration (continued on following page)	Approximate date of work	Were permits obtained? (Yes/No/Unk/N/A)	Final inspections/ approvals obtained? (Yes/No/Unk/N/A)
New Carpet (3 Rooms)	Oct. 2021	No	No
Installed Walk In Shower	Nov. 2021	No	No

Seller's Initials agf Date 9-21-22 SPD Page 3 of 11 Buyer's Initials / Date

217 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 the
218 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

	Yes	No	Unk	N/A
219 (E) Issues				
220 1. Are you aware of any leaks or other problems, past or present, relating to the water supply,		<input checked="" type="checkbox"/>		
221 pumping system and related items?				
222 2. Have you ever had a problem with your water supply?		<input checked="" type="checkbox"/>		

223 Explain any problem(s) with your water supply. Include the location and extent of any problem(s) and any repair or remediation efforts, the name of the person or company who did the repairs and the date the work was done:
224
225

226 10. SEWAGE SYSTEM

	Yes	No	Unk	N/A
227 (A) General				
228 1. Is the Property served by a sewage system (public, private or community)?	<input checked="" type="checkbox"/>			
229 2. If "no," is it due to unavailability or permit limitations?				<input checked="" type="checkbox"/>
230 3. When was the sewage system installed (or date of connection, if public)?				
231 4. Name of current service provider, if any: <u>Kavffman's Septic Service</u>				

232 (B) Type Is your Property served by:				
233 1. Public		<input checked="" type="checkbox"/>		
234 2. Community (non-public)		<input checked="" type="checkbox"/>		
235 3. An individual on-lot sewage disposal system	<input checked="" type="checkbox"/>			
236 4. Other, explain:				

237 (C) Individual On-lot Sewage Disposal System. (check all that apply):				
238 1. Is your sewage system within 100 feet of a well?		<input checked="" type="checkbox"/>		
239 2. Is your sewage system subject to a ten-acre permit exemption?			<input checked="" type="checkbox"/>	
240 3. Does your sewage system include a holding tank?			<input checked="" type="checkbox"/>	
241 4. Does your sewage system include a septic tank?	<input checked="" type="checkbox"/>			
242 5. Does your sewage system include a drainfield?	<input checked="" type="checkbox"/>			
243 6. Does your sewage system include a sandmound?		<input checked="" type="checkbox"/>		
244 7. Does your sewage system include a cesspool?		<input checked="" type="checkbox"/>		
245 8. Is your sewage system shared?		<input checked="" type="checkbox"/>		
246 9. Is your sewage system any other type? Explain:				<input checked="" type="checkbox"/>
247 10. Is your sewage system supported by a backup or alternate system?		<input checked="" type="checkbox"/>		

248 (D) Tanks and Service				
249 1. Are there any metal/steel septic tanks on the Property?		<input checked="" type="checkbox"/>		
250 2. Are there any cement/concrete septic tanks on the Property?	<input checked="" type="checkbox"/>			
251 3. Are there any fiberglass septic tanks on the Property?		<input checked="" type="checkbox"/>		
252 4. Are there any other types of septic tanks on the Property? Explain		<input checked="" type="checkbox"/>		
253 5. Where are the septic tanks located? <u>behind the house</u>				
254 6. When were the tanks last pumped and by whom? <u>9/26/22 Kavffman's</u>				
255 <u>septic service</u>				

256 (E) Abandoned Individual On-lot Sewage Disposal Systems and Septic				
257 1. Are you aware of any abandoned septic systems or cesspools on the Property?		<input checked="" type="checkbox"/>		
258 2. If "yes," have these systems, tanks or cesspools been closed in accordance with the municipality's ordinance?				<input checked="" type="checkbox"/>

260 (F) Sewage Pumps				
261 1. Are there any sewage pumps located on the Property?		<input checked="" type="checkbox"/>		
262 2. If "yes," where are they located?				<input checked="" type="checkbox"/>
263 3. What type(s) of pump(s)?				<input checked="" type="checkbox"/>
264 4. Are pump(s) in working order?				<input checked="" type="checkbox"/>
265 5. Who is responsible for maintenance of sewage pumps?				<input checked="" type="checkbox"/>

267 (G) Issues				
268 1. How often is the on-lot sewage disposal system serviced? <u>Every 3 years</u>				
269 2. When was the on-lot sewage disposal system last serviced and by whom? <u>9/26/22</u>				
270 <u>Kavffman's Septic Service</u>				
271 3. Is any waste water piping not connected to the septic/sewer system?		<input checked="" type="checkbox"/>		
272 4. Are you aware of any past or present leaks, backups, or other problems relating to the sewage		<input checked="" type="checkbox"/>		
273 system and related items?				

275 **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 the**
 276 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**
 277 **Explain any "yes" answers in Section 10. Include the location and extent of any problem(s) and any repair or remediation ef-**
 278 **forts, the name of the person or company who did the repairs and the date the work was done:** _____
 279

280 **11. PLUMBING SYSTEM**

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

- 282 1. Copper
 283 2. Galvanized
 284 3. Lead
 285 4. PVC
 286 5. Polybutylene pipe (PB)
 287 6. Cross-linked polyethylene (PEX)
 288 7. Other _____

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

291 If "yes," explain: _____
 292

	Yes	No	Unk	N/A
A1			✓	
A2			✓	
A3			✓	
A4			✓	
A5			✓	
A6			✓	
A7			✓	
B	✓			

293 **12. DOMESTIC WATER HEATING**

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

- 295 1. Electric
 296 2. Natural gas
 297 3. Fuel oil
 298 4. Propane
 299 If "yes," is the tank owned by Seller?
 300 5. Solar
 301 If "yes," is the system owned by Seller?
 302 6. Geothermal
 303 7. Other _____

304 (B) **System(s)**

- 305 1. How many water heaters are there? one
 306 Tanks ✓ Tankless _____
 307 2. When were they installed? 2001
 308 3. Is your water heater a summer/winter hook-up (integral system, hot water from the boiler, etc.)?

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

310 If "yes," explain: _____
 311

	Yes	No	Unk	N/A
A1	✓			
A2		✓		
A3		✓		
A4		✓		
A5		✓		
A6		✓		
A7				
B1				
B2				
B3			✓	
C	✓			

312 **13. HEATING SYSTEM**

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

- 314 1. Electric
 315 2. Natural gas
 316 3. Fuel oil
 317 4. Propane
 318 If "yes," is the tank owned by Seller?
 319 5. Geothermal
 320 6. Coal
 321 7. Wood
 322 8. Solar shingles or panels
 323 If "yes," is the system owned by Seller?
 324 9. Other: _____

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

- 326 1. Forced hot air
 327 2. Hot water
 328 3. Heat pump
 329 4. Electric baseboard
 330 5. Steam
 331 6. Radiant flooring
 332 7. Radiant ceiling

	Yes	No	Unk	N/A
A1		✓		
A2		✓		
A3	✓			
A4		✓		
A5		✓		
A6		✓		
A7		✓		
A8		✓		
A9		✓		
B1	✓			
B2		✓		
B3		✓		
B4		✓		
B5		✓		
B6		✓		
B7		✓		

333 Seller's Initials pool Date 9-21-22 SPD Page 6 of 11 Buyer's Initials _____ Date _____

334 **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 the
 335 Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

- 336 8. Pellet stove(s)
 337 How many and location? _____
 338 9. Wood stove(s)
 339 How many and location? _____
 340 10. Coal stove(s)
 341 How many and location? _____
 342 11. Wall-mounted split system(s)
 343 How many and location? _____
 344 12. Other: _____
 345 13. If multiple systems, provide locations _____
 346 _____

347 **(C) Status**

- 348 1. Are there any areas of the house that are not heated?
 349 If "yes," explain: _____
 350 2. How many heating zones are in the Property? One
 351 3. When was each heating system(s) or zone installed? 2001
 352 4. When was the heating system(s) last serviced? June 27, 2032
 353 5. Is there an additional and/or backup heating system? If "yes," explain: _____
 354 _____
 355 6. Is any part of the heating system subject to a lease, financing or other agreement?
 356 If "yes," explain: _____

357 **(D) Fireplaces and Chimneys**

- 358 1. Are there any fireplaces? How many? _____
 359 2. Are all fireplaces working?
 360 3. Fireplace types (wood, gas, electric, etc.): _____
 361 4. Was the fireplace(s) installed by a professional contractor or manufacturer's representative?
 362 5. Are there any chimneys (from a fireplace, water heater or any other heating system)?
 363 6. How many chimneys? _____
 364 7. When were they last cleaned? _____
 365 8. Are the chimneys working? If "no," explain: _____

366 **(E) Fuel Tanks**

- 367 1. Are you aware of any heating fuel tank(s) on the Property?
 368 2. Location(s), including underground tank(s): Basement
 369 3. If you do not own the tank(s), explain: _____

370 **(F) Are you aware of any problems or repairs needed regarding any item in Section 13? If "yes,"**
 371 **explain:** _____

372 **14. AIR CONDITIONING SYSTEM**

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

- 374 1. Central air
 375 a. How many air conditioning zones are in the Property? One
 376 b. When was each system or zone installed? 2001
 377 c. When was each system last serviced? June 27, 2032
 378 2. Wall units
 379 How many and the location? _____
 380 3. Window units
 381 How many? _____
 382 4. Wall-mounted split units
 383 How many and the location? _____
 384 5. Other _____
 385 6. None _____

386 **(B) Are there any areas of the house that are not air conditioned?**

387 If "yes," explain: _____

388 **(C) Are you aware of any problems with any item in Section 14? If "yes," explain:** _____
 389 _____

	Yes	No	Unk	N/A
B8		✓		
B9		✓		
B10		✓		
B11			✓	
B12		✓		
B13				✓
C1		✓		
C2				✓
C3				
C4				
C5		✓		
C6		✓		
D1		✓		
D2				✓
D3				✓
D4				✓
D5		✓		
D6				✓
D7				✓
D8				✓
E1	✓			
E2				
E3				✓
F		✓		
A1	✓			
1a				
1b				
1c		✓		
A2		✓		
A3		✓		
A4		✓		
A5				✓
A6				
B		✓		
C		✓		

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

15. ELECTRICAL SYSTEM

(A) Type(s)

1. Does the electrical system have fuses?
2. Does the electrical system have circuit breakers?
3. Is the electrical system solar powered?
 - a. If "yes," is it entirely or partially solar powered? _____
 - b. If "yes," is any part of the system subject to a lease, financing or other agreement? If "yes," explain: _____

(B) What is the system amperage? _____

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

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

	Yes	No	Unk	N/A
A1			✓	
A2	✓			
A3		✓		
3a				✓
3b				✓
B			✓	
C		✓		
D		✓		

16. OTHER EQUIPMENT AND APPLIANCES

(A) **THIS SECTION IS INTENDED TO IDENTIFY PROBLEMS OR REPAIRS** and must be completed for each item that will, or may, be included with the Property. The 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. **THE FACT THAT AN ITEM IS LISTED DOES NOT MEAN IT IS INCLUDED IN THE AGREEMENT OF SALE.**

(B) Are you aware of any problems or repairs needed to any of the following:

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

(C) Explain any "yes" answers in Section 16: _____

17. POOLS, SPAS AND HOT TUBS

(A) Is there a swimming pool on the Property? If "yes,"

1. Above-ground or in-ground? _____
2. Saltwater or chlorine? _____
3. If heated, what is the heat source? _____
4. Vinyl-lined, fiberglass or concrete-lined? _____
5. What is the depth of the swimming pool? _____
6. Are you aware of any problems with the swimming pool?
7. Are you aware of any problems with any of the swimming pool equipment (cover, filter, ladder, lighting, pump, etc.)?

(B) Is there a spa or hot tub on the Property?

1. Are you aware of any problems with the spa or hot tub?
2. Are you aware of any problems with any of the spa or hot tub equipment (steps, lighting, jets, cover, etc.)?

(C) Explain any problems in Section 17: _____

	Yes	No	Unk	N/A
A		✓		
A1				✓
A2				✓
A3				✓
A4				✓
A5				✓
A6				✓
A7				✓
B		✓		
B1				✓
B2				✓

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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

18. WINDOWS

- (A) Have any windows or skylights been replaced during your ownership of the Property?
 (B) Are you aware of any problems with the windows or skylights?

	Yes	No	Unk	N/A
A		<input checked="" type="checkbox"/>		
B		<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 18. Include the location and extent of any problem(s) and any repair, replacement or remediation efforts, the name of the person or company who did the repairs and the date the work was done:

19. 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?
- 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 on the Property?

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		
A3		<input checked="" type="checkbox"/>		
A4		<input checked="" type="checkbox"/>		
A5		<input checked="" type="checkbox"/>		

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 further information on mine subsidence insurance are available through Department of Environmental Protection Mine Subsidence Insurance Fund, (800) 922-1678 or ra-epmsi@pa.gov.

(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:

- Farmland and Forest Land Assessment Act - 72 P.S. §5490.1, et seq. (Clean and Green Program)
- Open Space Act - 16 P.S. §11941, et seq.
- Agricultural Area Security Law - 3 P.S. §901, et seq. (Development Rights)
- Any other law/program: Lancaster Farmland Trust

	Yes	No	Unk	N/A
B1	<input checked="" type="checkbox"/>			
B2			<input checked="" type="checkbox"/>	
B3			<input checked="" type="checkbox"/>	
B4	<input checked="" type="checkbox"/>			

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):

- Timber
- Coal
- Oil
- Natural gas
- Mineral or other rights (such as farming rights, hunting rights, quarrying rights) Explain:

	Yes	No	Unk	N/A
C1		<input checked="" type="checkbox"/>		
C2		<input checked="" type="checkbox"/>		
C3		<input checked="" type="checkbox"/>		
C4		<input checked="" type="checkbox"/>		
C5		<input checked="" type="checkbox"/>		

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 19:

20. FLOODING, DRAINAGE AND BOUNDARIES

(A) Flooding/Drainage

- Is any part of this Property located in a wetlands area?
- Is the Property, or any part of it, designated a Special Flood Hazard Area (SFHA)?
- Do you maintain flood insurance on this Property?
- Are you aware of any past or present drainage or flooding problems affecting the Property?
- Are you aware of any drainage or flooding mitigation on the Property?
- 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?
- If "yes," are you responsible for maintaining or repairing that feature which conveys or manages storm water for the Property?

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		
A3		<input checked="" type="checkbox"/>		
A4		<input checked="" type="checkbox"/>		
A5		<input checked="" type="checkbox"/>		
A6		<input checked="" type="checkbox"/>		
A7				<input checked="" type="checkbox"/>

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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 the Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.

Explain any "yes" answers in Section 20(A). Include dates, the location and extent of flooding and the condition of any man-made storm water management features:

(B) Boundaries

- Are you aware of encroachments, boundary line disputes, or easements affecting the Property?
- Is the Property accessed directly (without crossing any other property) by or from a public road?
- Can the Property be accessed from a private road or lane?
 - If "yes," is there a written right of way, easement or maintenance agreement?
 - If "yes," has the right of way, easement or maintenance agreement been recorded?
- Are you aware of any shared or common areas (driveways, bridges, docks, walls, etc.) or maintenance agreements?

	Yes	No	Unk	N/A
B1		<input checked="" type="checkbox"/>		
B2	<input checked="" type="checkbox"/>			
B3		<input checked="" type="checkbox"/>		
3a				<input checked="" type="checkbox"/>
3b				<input checked="" type="checkbox"/>
B4		<input checked="" type="checkbox"/>		

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.

Explain any "yes" answers in Section 20(B): Driveway off of Bossler Road

21. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL ISSUES

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

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

	Yes	No	Unk	N/A
A1		<input checked="" type="checkbox"/>		
A2		<input checked="" type="checkbox"/>		

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

- Are you aware of any tests for radon gas that have been performed in any buildings on the Property?
- If "yes," provide test date and results
- Are you aware of any radon removal system on the Property?

	Yes	No	Unk	N/A
B1		<input checked="" type="checkbox"/>		
B2				<input checked="" type="checkbox"/>
B3		<input checked="" type="checkbox"/>		

(C) Lead Paint

If the 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 on a separate disclosure form.

- Are you aware of any lead-based paint or lead-based paint hazards on the Property?
- Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property?

	Yes	No	Unk	N/A
C1		<input checked="" type="checkbox"/>		
C2		<input checked="" type="checkbox"/>		

(D) Tanks

- Are you aware of any existing underground tanks?
- Are you aware of any underground tanks that have been removed or filled?

	Yes	No	Unk	N/A
D1		<input checked="" type="checkbox"/>		
D2		<input checked="" type="checkbox"/>		

(E) Dumping. Has any portion of the Property been used for waste or refuse disposal or storage?

If "yes," location:

	Yes	No	Unk	N/A
E		<input checked="" type="checkbox"/>		

(F) Other

- Are you aware of any past or present hazardous substances on the Property (structure or soil) such as, but not limited to, asbestos or polychlorinated biphenyls (PCBs)?
- Are you aware of any other hazardous substances or environmental concerns that may affect the Property?
- If "yes," have you received written notice regarding such concerns?
- Are you aware of testing on the Property for any other hazardous substances or environmental concerns?

	Yes	No	Unk	N/A
F1		<input checked="" type="checkbox"/>		
F2		<input checked="" type="checkbox"/>		
F3				<input checked="" type="checkbox"/>
F4		<input checked="" type="checkbox"/>		

Explain any "yes" answers in Section 21. Include test results and the location of the hazardous substance(s) or environmental issue(s):

22. MISCELLANEOUS

(A) Deeds, Restrictions and Title

- Are there any deed restrictions or restrictive covenants that apply to the Property?
- Are you aware of any historic preservation restriction or ordinance or archeological designation associated with the Property?

	Yes	No	Unk	N/A
A1			<input checked="" type="checkbox"/>	
A2		<input checked="" type="checkbox"/>		

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568 **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 the**
 569 **Property. Check unknown when the question does apply to the Property but you are not sure of the answer. All questions must be answered.**

570 3. Are you aware of any reason, including a defect in title or contractual obligation such as an option
 571 or right of first refusal, that would prevent you from giving a warranty deed or conveying title to the
 572 Property?

	Yes	No	Unk	N/A
A3		✓		
B1		✓		
B2		✓		
B3		✓		
C1		✓		
C2		✓		
D1		✓		

573 (B) Financial

- 574 1. Are you aware of any public improvement, condominium or homeowner association assessments
 575 against the Property that remain unpaid or of any violations of zoning, housing, building, safety or
 576 fire ordinances or other use restriction ordinances that remain uncorrected?
- 577 2. Are you aware of any mortgages, judgments, encumbrances, liens, overdue payments on a support
 578 obligation, or other debts against this Property or Seller that cannot be satisfied by the proceeds of
 579 this sale?
- 580 3. Are you aware of any insurance claims filed relating to the Property during your ownership?

581 (C) Legal

- 582 1. Are you aware of any violations of federal, state, or local laws or regulations relating to this Prop-
 583 erty?
- 584 2. Are you aware of any existing or threatened legal action affecting the Property?

585 (D) Additional Material Defects

- 586 1. Are you aware of any material defects to the Property, dwelling, or fixtures which are not dis-
 587 closed elsewhere on this form?

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

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

595 Explain any "yes" answers in Section 22: _____
 596 _____

597 23. ATTACHMENTS

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

- 599 ☐ Seller's Property Disclosure Statement Addendum (PAR Form SDA)
 600 ☐ _____
 601 ☐ _____
 602 ☐ _____

603 The undersigned Seller represents that the information set forth in this disclosure statement is accurate and complete to the best
 604 of Seller's knowledge. Seller hereby authorizes the Listing Broker to provide this information to prospective buyers of the prop-
 605 erty and to other real estate licensees. SELLER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMA-
 606 TION CONTAINED IN THIS STATEMENT. If any information supplied on this form becomes inaccurate following comple-
 607 tion of this form, Seller shall notify Buyer in writing.

608 SELLER Polly A. Geib Polly A. Geib DATE 9-21-22
 609 SELLER _____ DATE _____
 610 SELLER _____ DATE _____
 611 SELLER _____ DATE _____
 612 SELLER _____ DATE _____
 613 SELLER _____ DATE _____

614 RECEIPT AND ACKNOWLEDGEMENT BY BUYER

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

619 BUYER _____ DATE _____
 620 BUYER _____ DATE _____
 621 BUYER _____ DATE _____

Clean and Green Valuation Application

 Pennsylvania Department of
Agriculture January, 2000

2003

007188

 This Document Recorded
06/17/2002
02:26PM
Doc Code: 46

Lancaster County, Recorder of Deeds Office

 Doc Id: 5087336
Receipt #: 88115
Rec Fee: 15.50

5087336

 Page: 1 of 3
06/17/2002 02:26PM

Lancaster Office Use Only

District 160-75187-0-0000

Map

Parcel

Date: August 10, 2001

Date of Submission: AUG 13 2001

TO BE FILED BY JUNE 1

APPLICATION - PENNSYLVANIA FARMLAND AND FOREST LAND ASSESSMENT ACT "CLEAN AND GREEN"

 1. Name: Turner, Polly A.
(Last) (First) (M.I.)

Name:

Name:

Name:

 2. Mailing Address: 4007 Bossler Rd Lancaster
Street, R.D., or Box # County

 Bainbridge PA 17502
(City) (State) (Zip Code)

 (717) 367-3676
(Phone)

3. The land for which application is being made is owned by (a) (an) (Check one):

- A. Individual ☒ D. Institution _____
 B. Partnership _____ E. Cooperative _____
 C. Corporation _____ F. Other (Explain) _____

 4. Is the land currently assessed under Act 515? (P.L. - (1965) 1292) Yes _____ No ☒

 5. Is the land in this application leased for minerals? Yes _____ No ☒

 6. The property is located in: Elizabethtown Area School District
(School District)

 West Donegal Twp Lancaster
(City, Town, or Borough) (County)

7. List # of Acres under which category you intend to apply?

Agricultural Use (AAO-83)

16.50

Agricultural Reserve (AAO-84)

Forest Reserve (AAO-85)

8. If you have documentation supporting soil types or timber types, such as a conservation plan or a forestry management plan, please supply copies of this information with your application. This is not, however, a requirement for submitting an application.
9. For any additional land you own which might be eligible for use-value assessment but for which you do not intend to apply, give acreage. N/A
10. Has the land represented on this worksheet been actively devoted to agricultural use for the past three years?
Yes X No _____
11. IN THE EVENT OF A CHANGE IN OWNERSHIP OF A PORTION OF THE LAND, OR OF ANY TYPE DIVISION OR CONVEYANCE OF THE LAND, THE APPLICANT HEREBY ACKNOWLEDGES THAT, IF HIS APPLICATION IS APPROVED FOR PREFERENTIAL ASSESSMENT, ROLL-BACK TAXES UNDER SECTION 5.1 OF THE ACT MAY BE DUE FOR A CHANGE IN USE OF THE LAND, A CHANGE IN OWNERSHIP OF ANY PORTION OF THE LAND,

The applicant for preferential assessment hereby agrees, if his application is approved for preferential assessment, to submit thirty days notice to the county assessor of a proposed change in use of the land, a split-off portion of the land, or a conveyance of the land.

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

Polly A. Turner
(Signature of Owner) (or Corporate Officer)

8-10-01
(Date)

(Signature of Owner) (or Corporate Officer)

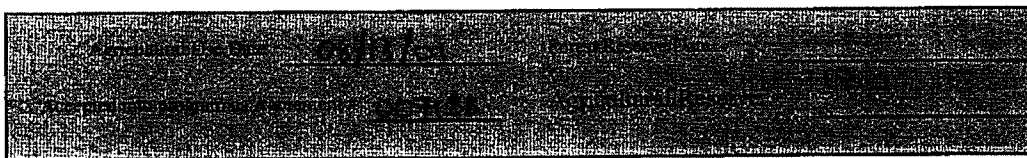
(Date)

(Signature of Owner) (or Corporate Officer)

(Date)

(Signature of Owner) (or Corporate Officer)

(Date)



5087336

Page: 2 of 3

06/17/2002 02:25PM

Individual Acknowledgment

§ Affix both Notary seals below.

Notarial Seal
 Heidi J. Schellenger, Notary Public
 Lancaster, Lancaster County
 My Commission Expires Aug. 25, 2003
 Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania
County of Lancaster

On this 10th day of August 2001
 before me, a notary public, personally appeared

S

T

A

M

P

Polly A Turner

known to me (or satisfactorily proven) to be the person(s)
 whose name(s) is/are subscribed to within the instrument
 and acknowledge that I executed the same for the purposes
 therein contained.

Heidi J. Schellenger
 Notary Signature

Corporate Acknowledgment

§ Affix both Notary seals below.

Commonwealth of Pennsylvania
County of Lancaster

On this _____ day of _____ 20____

before me, a notary public, the undersigned officer personally
 appeared,

S

T

A

M

P

who acknowledged himself to be the

of

a

corporation, and that he, as such

, being

authorized so to do, executed the foregoing instrument for the
 purposes therein contained, by signing the name of the
 corporation by himself as

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

 Notary Signature



STEVE McDONALD
 Recorder of Deeds

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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 **POLLY A. TURNER and H. EUGENE GEIB**, of 4007 Bossler Road, Bainbridge, Pennsylvania 17502, ("GRANTORS") and **LANCASTER FARMLAND TRUST**, its successors, nominees or assigns, a qualified non-profit organization created and organized under the laws of the Commonwealth of Pennsylvania, with its mailing address at 128 East Marion Street, Lancaster, Pennsylvania, 17602, ("GRANTEE").

WHEREAS, GRANTORS are the owners in fee of a farm located in West Donegal Township, Lancaster County, Pennsylvania, (being Tax Map Parcel # 160 9C-3-9 and Account # 160-7518700000) and being land more fully described in a deed recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Record Book 6369, Page 416 and in Exhibit "A" and Exhibit "B" attached hereto (the "Property"). The Property consists of 16.8 acres, more or less. One single family detached dwelling unit is presently situated on the Property; 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 include farmland; and that actions pursuant to these purposes are for 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 Policy Plan of the Lancaster County Comprehensive Plan, adopted in 1991, sets forth county-wide community goals which include preserving prime agricultural land for agricultural use; and

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

WHEREAS, the West Donegal Township Zoning Ordinance, adopted in 1970 and amended through November 5, 1993, sets forth the intended purpose of encouraging the preservation of farmland within the township; 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 thirteen (13) acres of tillable farmland; and

WHEREAS, the Property contains greater than five hundred and eighty (580) feet of frontage along the east side of Bossler Road and the public traveling this road is afforded scenic views of the agricultural lands, whose beauty and open character shall be protected by this Easement; and

WHEREAS, eighty-nine percent (89 %) of the Property consists of prime agricultural soils, Lansdale loam (LaB), Ungers loam (UaB), and eleven percent (11%) consists of soils of statewide importance, Abbottstown silt loam (AbB), according to the Lancaster County Soil Survey published by the Soil Conservation Service; and

WHEREAS, the specific agricultural and open space values of the Property are documented in an inventory of relevant features of the Property, dated Friday, August 3, 2001, on file at the offices of the GRANTEE and incorporated herein and made a part hereof by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, the GRANTORS intend that the current fair market value of the Easement be a charitable gift to the GRANTEE; and

WHEREAS, GRANTORS desire and intend to transfer those rights and responsibilities of protection and preservation 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 intentions of GRANTORS 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 described in Exhibit "A" and Exhibit "B" attached hereto 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, but not limited to, 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; tobacco; silviculture; aquaculture; and the primary processing and storage of the agricultural production of the Property.

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, so long as:
 - (1) these uses remain incidental to the agricultural and open space character of the Property, and
 - (2) the total impervious surface coverage of the Property for structure(s) associated with the uses permitted under this Paragraph 2.d. does not exceed six thousand (6,000) square feet, provided the six thousand (6,000) square feet limitation shall not apply to the use of structures existing on the Property at the time of this grant, as stated in the Baseline Documentation for a use permitted under this Paragraph 2.d.;
- 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.
- GRANTORS reserve the right to construct one (1) single-family detached dwelling ("Reserved Dwelling"). To accommodate the Reserved Dwelling, GRANTORS may subdivide the Property, in accordance with Article I, Paragraph 4.a.
 - Prior to the undertaking of construction of the Reserved Dwelling, GRANTORS shall provide written notice to the GRANTEE as to the location of the Reserved Dwelling on the Property.
 - GRANTORS shall hereafter be permitted to maintain, repair and expand the Existing Dwelling so that multiple generations of the owner's or operator's family may live and work together on the Property.
 - In the event the Existing Dwelling, or the Reserved Dwelling is destroyed or substantially damaged, GRANTORS may construct a replacement Existing Dwelling or Reserved Dwelling, as improved, at the location of the Existing Dwelling or Reserved Dwelling that was destroyed or substantially damaged, or in an alternative location with written approval by GRANTEE.
 - The construction, reconstruction or expansion of the Existing Dwelling or Reserved Dwelling, as permitted under this Paragraph 3, is subject to the impervious surface restrictions imposed by Article I, Paragraph 5.
 - 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 except as provided for in Article I, Paragraph 4.a.
- Subdivision of Reserved Dwelling.** The Property may be subdivided to provide for a lot for the Reserved Dwelling which the GRANTORS may construct under Article I, Paragraph 3. The lot size shall not be in excess of two (2) acres and the lot shall be located on an area of the Property with the least productive soil capability. Furthermore, in the event GRANTORS desire to subdivide the Property to provide for a lot for the Reserved Dwelling, GRANTORS shall provide written notice to GRANTEE of GRANTORS' intent to subdivide the lot, and shall provide written notice to GRANTEE when GRANTORS have obtained all necessary final municipal approvals for such subdivision.
- In the event that the two (2) acre maximum lot size set forth herein conflicts with the minimum lot size requirement set forth in any then applicable state, county or municipal statute, ordinance or regulation, GRANTORS shall obtain the written approval of GRANTEE prior to filing any sketch, preliminary plan or final plan (as the case may be) for a subdivision otherwise permitted under this Paragraph 4.b. GRANTEE expressly reserves the right to refuse such written approval if GRANTEE determines (in GRANTEE's sole and absolute discretion) that the subdivision of the Property to provide for a lot in excess of two (2) acres is inconsistent with or potentially detrimental to the expressed purposes of this Easement.
- Subdivision Plan Notes.** It is the intent of the GRANTORS and GRANTEE that the rights reserved by the GRANTORS under Article I, Paragraph 3 and the impervious surface restrictions imposed by Article I, Paragraph 5 shall, after a subdivision under Article I, Paragraph 4.a., continue to apply to the Property as a whole and not independently to each subdivided portion of the Property. Therefore, GRANTORS and GRANTEE agree that:
 - The subdivision plan notes for any subdivision under Article I, Paragraph 4.a. shall

specify how the impervious surface restrictions under Article I, Paragraphs 2.d. and 5 shall be apportioned among the subdivided portions of the Property, and

- (2) The subdivision plan notes for any subdivision under Article I, Paragraph 4.a. shall state that the subdivided portions of the Property shall be subject to the Easement and shall contain the recording reference to this Easement.

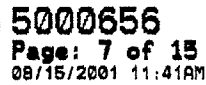
5. **Maximum Impervious Surface Coverage.** The total surface coverage (excluding walkways, driveways, parking areas, etc.) of the Property by impervious surfaces for existing and all other permitted structures constructed hereafter shall not exceed eighty thousand (80,000) square feet. In addition to the eighty thousand (80,000) square feet of impervious surface coverage permitted above, the total surface coverage of the Property by impervious surfaces for all walkways, driveways, parking areas, etc., shall not exceed forty thousand (40,000) square feet. 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, but not limited to, 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. Non-passive and/or commercial recreational development and use of the Property, including but not limited to 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, trail riding, boarding 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 bulk or sod-farming practices shall be prohibited. The extraction of subsurface or deep-mined minerals, including, but not limited to, 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. **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.
10. **Signs and Advertising.** Signs, billboards, and outdoor advertising structures may not be displayed on the Property; however, signs, the combined area of which may not exceed fifty (50) square feet, may be displayed to state only the name of the Property, and the name and address of the occupant, to advertise an on-site activity permitted herein, and to advertise the Property for sale or rent.

11. Utilities. Notwithstanding any other provision of this Easement, the voluntary sale or leasing of any portion of the Property for the purpose of construction and installation of above-ground public utility systems, including, but not limited to, sewerage pumping stations and free-standing communication towers shall be permitted, so long as the total square footage of the Property sold or leased for these uses does not exceed ten thousand (10,000) square feet and the impervious surface coverage restrictions imposed by Article I, Paragraph 5, as to the Property as a whole, are not violated. Any structures constructed on the Property and related to uses permitted by this Paragraph 11 shall be dismantled and removed from the Property within two years of non-use and/or non-functioning status.

12. Laws Governing Agricultural Production. GRANTORS and GRANTEE acknowledge that there are existing Pennsylvania laws and regulations governing agricultural operations, including, but not limited to, accelerated soil erosion, nutrient management, the application of restricted-use pesticides and the application of treated municipal sewage sludge. These laws include, but are not limited to, the Pennsylvania Clean Streams Law (35 P.S. §§691.1 et seq.), the Nutrient Management Act (3 P.S. §§1707 et seq.), the Solid Waste Management Act of 1980, as amended (35 P.S. §6018.104(18)) and the regulations promulgated thereunder in Title 25 of the Pennsylvania Code, and the Pennsylvania Pesticide Control Act (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 superceded, 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



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, but not limited to, 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.

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.

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.

a. **Extinguishment.** If circumstances arise in the future that render some or all of the purposes of this Easement impossible to accomplish, this Easement or any part thereof can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which GRANTEE shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Article II, Paragraph 6.b.

b. **Valuation.** This Easement constitutes a real property interest immediately vested in GRANTEE, which for the purposes of Article II, Paragraph 6.a, the GRANTORS and



GRANTEE stipulate to have a fair market value determined by multiplying:

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

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

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

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

- c. **Change in Economic Condition.** In making this grant, GRANTORS have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. GRANTORS believe that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and GRANTORS and GRANTEE intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Article II, Paragraph 6.a.
 - d. **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, GRANTORS and GRANTEE shall act jointly to recover the full value of the interests in the Property subject to the taking or the purchase in lieu thereof and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by GRANTORS and GRANTEE in connection with the taking or purchase in lieu thereof shall be paid out of the amount recovered. GRANTEE's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Article II, Paragraph 6.b.(2).
7. **Application of Proceeds.** GRANTEE shall use any proceeds received under the circumstances described in Article II, Paragraph 6 in a manner consistent with its conservation purposes, which are exemplified by this Easement.
8. **Subsequent Transfers of Property.** GRANTORS and each subsequent owner of the Property shall incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. GRANTORS and future owners further agree to give written notice to GRANTEE of the transfer of any interest at least ten (10) days prior to the date of such transfer. The failure of GRANTORS or any future owner of the Property to perform



any act required by this Paragraph 8 shall not impair the validity of this Easement or limit its enforceability in any way; provided, however, nothing contained herein shall be deemed to require the joinder of the GRANTEE in any instrument by which GRANTORS transfer an interest in the Property.

9. **Hold Harmless.** GRANTORS and their heirs, legal representatives, successors and assigns shall hold harmless, indemnify and defend GRANTEE and its members, directors, officers, employees, agents and contractors and their respective heirs, legal representatives, successors and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, 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, but not limited to, the Hazardous Sites Cleanup Act (35 P.S. §§ 6020.101 et seq.) and statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials; (b) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of costs, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection; (c) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties and only that negligent party shall be deprived of this protection; and (d) the obligations, covenants, representations, and warranties of Article II, Paragraphs 10 and 11.
10. **Costs, Legal Requirements, and Liabilities.** GRANTORS, their heirs, legal representatives, successors and assigns, retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage and payment, as and when due, of all real estate taxes.
11. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in GRANTEE to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.) and the Hazardous Sites Cleanup Act (35 P.S. §§ 6020.101 et seq.).
12. **Recordation.** GRANTEE shall record this instrument in 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.

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

IN WITNESS WHEREOF, the GRANTORS have set their hand and seal this 10th day of August, 2001.

WITNESS:

H. Eugene Guib
Grantor
Polly A. Turner
Grantor

COMMONWEALTH OF PENNSYLVANIA)

) SS:

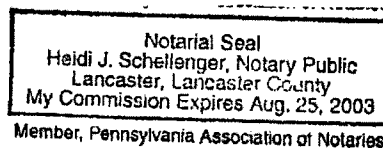
COUNTY OF LANCASTER)

ON THIS, the 10th day of August, 2001, before me, the undersigned Notary Public, personally appeared

H. Eugene Guib and Polly A Turner
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Heidi J. Schellenger
Notary Public



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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 13th day of August, 2001.

Lee J. Dmitzak
Chairman

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LANCASTER)

ON THIS, the 13 day of August, 2001, before me, the undersigned Notary Public, personally appeared

Lee J. Dmitzak

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.

Heldi J. Schellenger
Notary Public

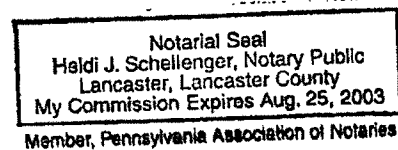


Exhibit "A"

ALL THAT CERTAIN tract of land being situated on the east side of Bossler Road (Pennsylvania Legislative Route No. 36072) in the township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, said tract being shown on a plan of a survey prepared for Hogan Enterprises, Inc., by Henry I. Strausser, R.S., dated November 14, 1975, said tract being more fully bounded and described as follows:

BEGINNING at an iron pin in Bossler Road (Pennsylvania Legislative Route No. 36072), a corner of lands of Levi Mumma, said iron pin being located at a distance of three hundred eighty and ninety-one hundredths (308.91) feet south of a railroad spike located at the intersection of the center line of Nissley Road (Township Road No. T-855) and the center line of Bossler Road; thence along lands of Levi Mumma, the three following courses and distances: (1) North seventy-three (73) degrees zero (0) minutes fifty-seven (57) seconds East, a distance of two hundred seventy-five (275) feet to an iron pin; (2) North eighteen (18) degrees thirty (30) minutes zero (0) seconds West, a distance of forty (40) feet to an iron pin; (3) North seventy-five (75) degrees zero (0) minutes fifty-seven (57) seconds East, a distance of nine hundred forty-three and sixty hundredths (943.60) feet to an iron pin in line of lands of George M. Baum; thence along said lands of George M. Baum, South fourteen (14) degrees thirty-five (35) minutes thirty-eight (38) seconds East, a distance of six hundred five and seventy-two hundredths (605.72) feet to an iron pin, corner of lands now or late of Hogan Enterprises, Inc.,; thence along said lands of Hogan Enterprises, Inc., South seventy-one (71) degrees thirty (30) minutes zero (0) seconds West, a distance of one thousand one hundred seventy-seven and fifty-five hundredths (1,177.55) feet to a point in Bossler Road; thence in and along Bossler Road, North eighteen (18) degrees thirty (30) minutes zero (00) seconds West, a distance of five hundred ninety-six and fifty seven hundredths (596.57) feet to the point and place of BEGINNING.

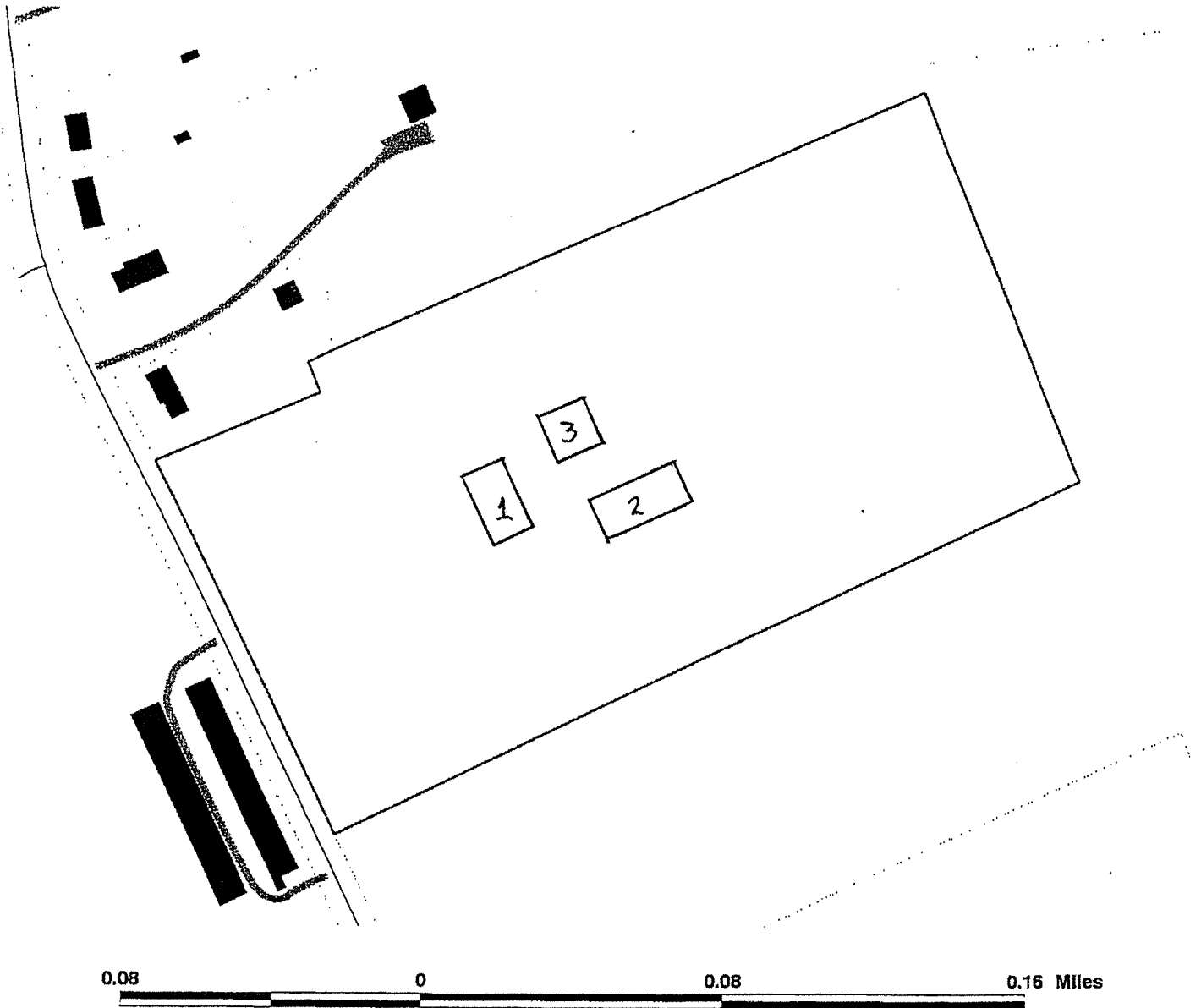
**I Certify This Document To Be
Recorded in Lancaster Co., Pa.**









STEVE McDONALD
Recorder of Deeds



Exhibit "B"



-  Turner/Geib Property Boundary
-  Buildings
-  Driveways
-  Roads
-  Parcel Boundaries

- 1. DWELLING
- 2. STORAGE BARN
- 3. HORSE BARN





COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

0
5000656
8/15/01

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

Heidi J. Schellenger

Telephone Number:

Area Code (717) 293-0707

Street Address

128 East Marion Street, Lancaster, PA 17602

City

State

Zip Code

B TRANSFER DATA

Grantor(s)/Lessor(s)

Polly A. Turner and H. Eugene Geib

Date of Acceptance of Document

Grantee(s)/Lessee(s)

Lancaster Farmland Trust

Street Address

4007 Bossler Road

Street Address

128 East Marion Street

City

State

Zip Code

Bainbridge, PA 17502

City

State

Zip Code

Lancaster, PA 17602

C PROPERTY LOCATION

Street Address

Same as above

City, Township, Borough

West Donegal

County

Lancaster

School District

Elizabethtown Area

Tax Parcel Number

160 9C-3-9

D VALUATION DATA

1. Actual Cash Consideration

-0-

2. Other Consideration

+ N/A

3. Total Consideration

= -0-

4. County-Assessed Value

None

5. Common Level Ratio Factor

x N/A

6. Fair Market Value

= N/A

E EXEMPTION DATA

1a. Amount of Exemption Claimed

100%

1b. Percentage of Interest Conveyed

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 agent or straw party. (Attach copy of agency/straw party agreement).



Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$



Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, 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 deed (Attach copy of the prior deed).



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 as its primary purpose the preservation of land for scenic, agricultural or open space uses. 72P.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

Heidi J. Schellenger

Date

8/13/01



5000656

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08/15/2001 11:41AM