

995051963

Tax Map 4K-5-1
Tax Map 5K-2-1
Dist. 070
Dist. 070
Dist. 240

VT 50 RF 3.00 AM 11.50 TOT 25.00

Gift Deed

FILED BY THE RECORDER OF DEEDS, LANCASTER COUNTY, PA. 1995

SEP 29 1995

RECORDED OR FILED

05 SEP 29 PM 3:32

RECORDER OF DEEDS
LANCASTER, PA.

Made the 27th day of
Nineteen hundred and ninety-five (1995)

September

25.00
N7

Between

Keith Spalding, of Lancaster County, Pennsylvania, hereinafter called the "GRANTOR";

AND Darrell R. Martin and Katherine H. Martin, husband and wife, of Lancaster County, Pennsylvania, hereinafter called the "GRANTEES."

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



Ronald N. Cohen
Recorder of Deeds

| 1995 TAXES | |
|------------|---------|
| Pa. | 2900.00 |
| | 1363.00 |
| Local | 87.00 |
| | 1363.00 |
| Local | 87.00 |

Clay Twp
Elizabeth Twp
Ephrata
Warwick

Witnesseth, That in consideration of the sum of Two Hundred Ninety Thousand

(\$290,000.00)

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor do es hereby grant and convey to the said grantees , as tenants by the entirety, their heirs and assigns,

All THOSE TWO tracts of land, together with all buildings and improvements thereon erected, situate in Clay and Elizabeth Townships, Lancaster County, Pennsylvania, being more fully bounded and described as follows:

TRACT NO. 1:

ALL THAT CERTAIN tract of land with a dwelling and other improvements thereon erected, situate on the Northwest corner of Hopeland Road (L.R. 36001) and Segloch Road (T-596), the greater portion of said tract located in the Township of Clay, and a small portion of said tract located in the Township of Elizabeth, County of Lancaster and Commonwealth of Pennsylvania, bounded and described according to a survey made in July, 1975 by Diehm and Sons, Surveyors, as follows, to wit:

BEGINNING at a spike in the intersection of Hopeland Road (L.R. 36001) and Segloch Road (T-596), said spike being the Southeast corner of the herein described tract; thence in and along said Hopeland Road (L.R. 36001), South eighty-six (86) degrees fifty-eight (58) minutes one (1) second West, one thousand nine hundred twenty-six and twenty-two hundredths (1926.22) feet to an iron pin North of the cartway of Hopeland Road (L.R. 36001); thence crossing said Hopeland Road (L.R. 36001) South eighteen (18) degrees fifty-eight (58) minutes eighteen (18) seconds East, twenty-three and ten hundredths (23.10) feet to an iron pin south of the cartway of Hopeland Road (L.R. 36001); thence along the south side of Hopeland Road (L.R. 36001), South eighty-seven (87) degrees thirty-one (31) minutes forty-two (42) seconds West, two hundred thirty-one and no hundredths (231.00) feet to an iron pin; thence recrossing said Hopeland Road (L.R. 36001), by lands of Bertram Dawson Coleman, North seven (7) degrees one (1) minute forty-two (42) seconds

4757 0370

East nine hundred thirty-two and twenty-five hundredths (932.25) feet to an iron pin; thence by lands of Lester Summers, North seventy-eight (78) degrees eleven (11) minutes fifty-seven (57) seconds East, one thousand five hundred ninety-two and twenty-four hundredths (1592.24) feet to a spike in the centerline of Segloch Road (T-596); thence in the centerline of said Segloch Road (T-596), South twenty-two (22) degrees fifty-nine (59) minutes forty-eight (48) seconds East one thousand two hundred thirteen and fifty-nine hundredths (1213.59) feet to the point of BEGINNING.

CONTAINING 43.999 Acres.

BEING the same premises that PHILADELPHIA CONSERVATIONISTS, INC., a Pennsylvania nonprofit corporation, having its principal place of business in the City of Philadelphia, Philadelphia County, Pennsylvania by Deed dated March 11, 1977 and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Book I, Volume 70, Page 569, granted and conveyed unto Keith Spalding and Dorothy M. Spalding, husband and wife, of the Township of Lancaster, Lancaster County, Pennsylvania.

AND the said Dorothy M. Spalding died November 16, 1984 wherein and whereby title to the above tract vested in Keith Spalding as survivor.

TRACT NO. 2:

ALL THAT CERTAIN tract of woodland situate in the Township of Clay, County of Lancaster, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in Township Road 596 leading to Hopeland; thence in along same South twenty-two (22) degrees East two hundred seventy-one (271) feet to a stone; thence by land now or late of Jacob Borry South seventy-nine (79) degrees West one thousand six hundred three (1,603) feet to a stone; thence by land now or late of the A.D. Coleman Estate North eight (08) degrees East four hundred eighty-four (484) feet to a point along the South side of the right-of-way of the Pennsylvania Turnpike Commission; thence along land of the Pennsylvania Turnpike Commission North eighty-six (86) degrees East one thousand three hundred eighty-nine (1,389) feet more or less, to the place of BEGINNING.

CONTAINING 12.58 acres, as per survey of I.C. White, Registered Surveyor, as shown on draft of December 10, 1955.

BEING THE SAME premises that Dorothy R. Summers, widow, of the Borough of Ephrata, Lancaster County, Pennsylvania, by Deed dated February 21, 1980 and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Deed Book X, Volume 79, Page 363, granted and conveyed unto Keith Spalding and Dorothy M. Spalding, husband and wife, of the Township of Lancaster, Lancaster County, Pennsylvania.

AND the said Dorothy M. Spalding died November 16, 1984 wherein and whereby title to the above tract vested in Keith Spalding as survivor.

THE ABOVE DESCRIBED TRACTS BEING under and subject to the obligation of GRANTEES to reconvey to GRANTOR without consideration a portion of the tracts described above containing sixteen (16) acres, more or less, under the terms of a Reconveyance Agreement between GRANTOR and GRANTEES of even date and recorded simultaneously in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

THE PREMISES is split 6 percent in Elizabeth Township and 94 percent in Clay Township.

4757 0371

And the said grantor, does hereby warrant specially the property hereby conveyed,

In Witness Whereof, said grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Paul M. Bolton

Keith Spalding
KEITH SPALDING



Commonwealth of Pennsylvania

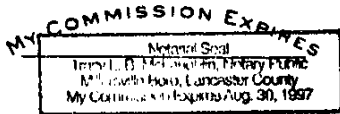
County of LANCASTER

On this, the 27th day of September, 1995, before me Tracy L. B. McLaughlin

the undersigned officer, personally appeared Keith Spalding

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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



Tracy L. B. McLaughlin
Notary Public

I Hereby Certify, that the precise address of the grantees herein is

988 Hopeland Road
Lititz, PA 17543

MICHAEL P. KANE, ESQUIRE

MPK

Morgan, Hallgren, Crosswell & Kane, P.C.
700 North Duke Street, P.O. Box 4656
Lancaster, PA 17604

4757 0372

Barley

KEITH SPALDING

TO

DARRELL R. MARTIN
AND
KATHERINE H. MARTIN

Dated, September 27, 1995

BARLEY, SNYDER, SENFT & COHEN
LANCASTER, PENNSYLVANIA

| | | | |
|----------|--------|----------|-----------|
| 09/29/95 | 3:33PM | 011#5831 | 000 |
| | PM | TAX | \$2900.00 |
| 09/29/95 | 3:33PM | 011#5831 | 000 |
| | LOCAL | TX | \$1363.00 |
| 09/29/95 | 3:33PM | 011#5831 | 000 |
| | LOCAL | TX | \$87.00 |
| 09/29/95 | 3:33PM | 011#5831 | 000 |
| | LOCAL | TX | \$1363.00 |
| 09/29/95 | 3:33PM | 011#5831 | 000 |
| | LOCAL | TX | \$87.00 |

4757 0373

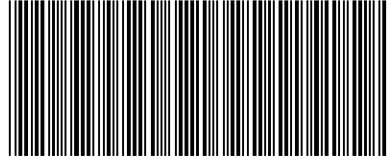
County of }
Commonwealth of Pennsylvania }

Recorded on this _____ day of _____ 1995
in the Recorder's Office of said County.
in Book _____ Vol. _____ Page _____
Given under my hand and seal of the said office
the date above written.

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



INSTRUMENT # : 6202464
RECORDED DATE: 05/11/2015 04:06:14 PM



3717575-0016Z

LANCASTER COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 19

Document Type: EASEMENT/RIGHT OF WAY
Transaction Reference: eSecureFile : ed14f950-de7d-4290-a0c9-dcf15298155c
Document Reference:

Transaction #: 3625083 - 2 Doc(s)
Document Page Count: 18
Operator Id: dfryer

RETURN TO: ()
**PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above.
Diversified Settlement Services Inc
1206 Veterans Hwy
Bristol, PA 19007
(267) 545-7313

SUBMITTED BY: ()
Diversified Settlement Services Inc
1206 Veterans Hwy
Bristol, PA 19007

GRANTOR(S)/MORTGAGOR(S):
DARRELL R MARTIN
KATHERINE H MARTIN

GRANTEE(S)/MORTGAGEE(S):
UNITED STATES OF AMERICA

*** PROPERTY DATA:**
Parcel ID #: 070
Municipality: CLAY TOWNSHIP (100%)
School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:
RECORDING FEE: EASEMENT/RIGHT OF WAY \$13.00
CRC #6544 \$2.00
RIF #6543 \$3.00
WRIT TAX \$0.50
PA SURCHARGE #6548 \$35.50
EXTRA PAGE FEE \$28.00
Total: \$82.00

INSTRUMENT # : 6202464
RECORDED DATE: 05/11/2015 04:06:14 PM

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



Bonnie L. Bowman

Bonnie L. Bowman
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.
***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

U.S. Department of Agriculture
Natural Resources Conservation Service
12/2009

NRCS-LTP-30
01/2010

WARRANTY EASEMENT DEED

IN PERPETUITY

DSS-41497
DIVERSIFIED

SETTLEMENT SERVICES

**WETLANDS RESERVE PROGRAM
EASEMENT**

1200 VETERANS HWY. - #C-7

NO. 662D371301DFJ

BRISTOL, PA 19007

THIS WARRANTY EASEMENT DEED is made by and between **Darrell R. Martin and Katherine H. Martin, husband and wife, Lancaster County, Pennsylvania** (hereafter referred to as the ("Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **Sixty Four Thousand-Two Hundred Sixty Eight Dollars (\$64,268.00)**, the Grantor(s), hereby grants and conveys with general warranty of title to the **UNITED STATES OF AMERICA**

and its assigns,(the Grantee), in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind

the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.

- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
1. haying, mowing, or seed harvesting for any reason;
 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
 3. dumping refuse, wastes, sewage, or other debris;
 4. harvesting wood products;
 5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
 6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
 7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
 8. planting or harvesting any crop;
 9. grazing or allowing livestock on the easement area;
 10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
 11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
 12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
 13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.
- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards or conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, loses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 30 day of APR, 2015.

Darrell R. Martin: Darrell R. Martin

Katherine H. Martin: Katherine H. Martin

ACKNOWLEDGMENT

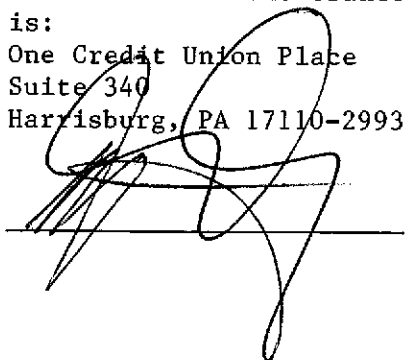
STATE OF PENNSYLVANIA

COUNTY OF Lancaster

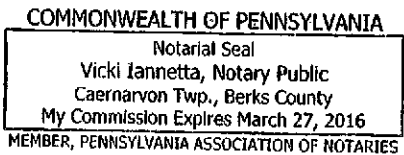
On this 30 day of APRIL, 2015, before me, the undersigned, a Notary Public in and for said State personally appeared Darrell R. Martin and Katherine H. Martin, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

The address of the Grantee is:
One Credit Union Place
Suite 340
Harrisburg, PA 17110-2993



Notary Public for the State of Pennsylvania
Residing at 14 Maple Springs Dr. Morgantown PA 19543
My Commission Expires March 27, 2016
Vicki K



ACCEPTANCE BY GRANTEE:

I Denise Coleman (name), State Conservationist (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 26th day of March, 2015.

Denise Coleman
Signature

State Conservationist
Title

ACKNOWLEDGMENT

STATE OF Pennsylvania

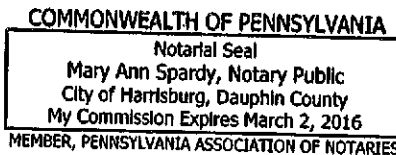
COUNTY OF Dauphin

On this, the 26th day of March, 2015, before me a notary public, the undersigned officer, personally appeared Denise Coleman known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Mary Ann Spardy

Notary Public



This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable; sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

Legal Description

Proposed WRP Easement
Upon lands now or formerly of
Darrell R. and Kathrine H. Martin
988 Hopeland Road, Lancaster County, Pennsylvania
Parcel No: 070-04029-0-0000

EXHIBIT A

ALL THAT CERTAIN proposed easement upon the lands now or formerly of Darrell R. and Kathrine H. Martin, Parcel No. 070-04029-0-0000, situate along the northerly side of Hopeland Road (SR 1026), variable width in Clay Township, Lancaster County Pennsylvania as shown on a plan entitled "WRP Easement Boundary of Darrell R. and Kathrine H. Martin" as prepared by Environmental Land Surveying and Solutions dated November 12, 2014, being more fully described as follows, to wit:

NRCS WRP EASEMENT TRACT 1

BEGINNING at a point on the northerly ultimate right-of-way line of the above said Hopeland Road, said point being located 25' north of the existing centerline of said road, being located on the easterly line of property now or formerly of the Commonwealth of Pennsylvania (State Game Lands 46), Parcel No. 070-16088-0-0000, being the westerly line of the above said lands of Martin, being a 5/8" Iron Pin Set with a green plastic cap marked "NRCS WRP EASEMENT" (hereafter described as Iron Pin Set), and known as Corner No.1 as shown on above said WRP Martin plan; Thence from said point of beginning along the easterly line of the Commonwealth of Pennsylvania North 10°00'47" West a distance of 84.94' to Corner No. 2 being an Iron Pin Found and held; Thence continuing along said line North 10°52'24" West a distance of 201.84' to Corner No. 3 being an Iron Pin Set; Thence continuing through the lands of Martin the ten (10) following courses and distances;

- 1) North 79°07'36" East a distance of 60.06' to Corner No. 4 being an Iron Pin Set;
- 2) South 77°17'44" East a distance of 44.22' to Corner No. 5 being an Iron Pin Set;
- 3) North 74°28'34" East a distance of 71.39' to Corner No. 6 being an Iron Pin Set;

- 4) North 57°05'26" East a distance of 151.03' to Corner No. 7 being an Iron Pin Set;
- 5) North 68°01'33" East a distance of 186.71' to Corner No. 8 being an Iron Pin Set;
- 6) South 13°07'26" East a distance of 211.23' to Corner No. 9 being an Iron Pin Set;
- 7) South 29°32'44" West a distance of 31.54' to Corner No. 10 being an Iron Pin Set;
- 8) South 10°19'23" East a distance of 52.78' to Corner No. 11 being an Iron Pin Set;
- 9) South 78°13'10" East a distance of 23.19' to Corner No. 12 being an Iron Pin Set;
- 10) South 10°19'23" East a distance of 75.39' to Corner No. 13 being an Iron Pin Set on the northerly ultimate right-of-way line of the above said Hopeland road, said point being located 25' north of the existing centerline of said road;

Thence along the northerly ultimate right-of-way line of said road by a line running parallel to and maintaining a distance of 25' from the centerline of said road South 79°39'35" West a distance of 504.28' to Corner No. 1 at the place of BEGINNING.

Containing 3.6 acres more or less, as described herein.

NRCS WRP EASEMENT TRACT 2

BEGINNING at a point on the westerly legal right-of-way line of Seglock Road, (T-596), 33' Wide, said point being located 16.5' west of the existing centerline of Seglock Road, being the easterly line of the above said lands of Martin, at a 5/8" Iron Pin Set with a green plastic cap marked "NRCS WRP EASEMENT" (hereafter described as Iron Pin Set), and Corner No.14 as shown on above said WRP Martin plan; Thence along the westerly legal right-of-way line of Seglock Road by a line parallel to and maintaining a distance of 16.5' from centerline of said road, South 29°57'34" East a distance of 93.35' to Corner No.15 being an Iron Pin Set; Thence continuing through the land of Martin the nine (9) following courses and distances;

- 1) South 75°39'48" West a distance of 503.40' to Corner No.16 being an Iron Pin Set;

- 2) South $45^{\circ}51'37''$ West a distance of 121.87' to Corner No.17 being an Iron Pin Set;
- 3) South $32^{\circ}41'43''$ West a distance of 173.11' to Corner No.18 being an Iron Pin Set;
- 4) South $73^{\circ}25'36''$ West a distance of 60.49' to Corner No.19 being an Iron Pin Set;
- 5) North $25^{\circ}19'03''$ West a distance of 39.46' to Corner No.20 being an Iron Pin Set;
- 6) North $13^{\circ}07'26''$ West a distance of 186.17' to Corner No.21 being an Iron Pin Set;
- 7) North $66^{\circ}37'06''$ East a distance of 216.45' to Corner No.22 being an Iron Pin Set;
- 8) North $88^{\circ}45'02''$ East a distance of 106.68' to Corner No.23 being an Iron Pin Set;
- 9) North $71^{\circ}08'57''$ East a distance of 458.45' to Corner No.14 at the place of BEGINNING

Containing 1.9 acres more or less as described herein.

EXHIBIT BNRCS WRP ACCESS EASEMENT

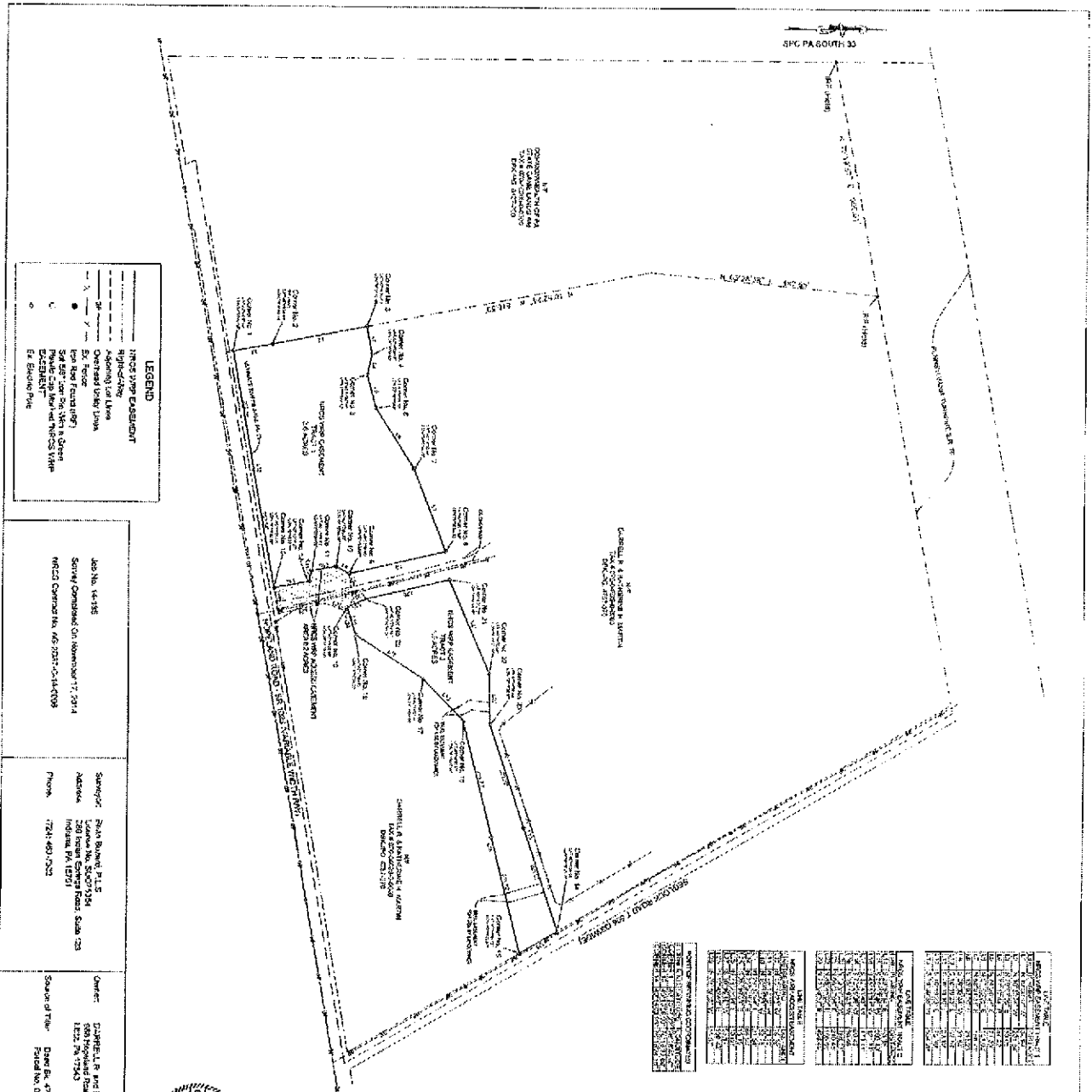
Route of ingress/egress for WRP Easement being along the northerly right-of-way line of Hopeland Road (SR 1026), variable width in Clay Township, Lancaster County Pennsylvania as shown on a plan entitled "WRP Easement Boundary of Darrel R. and Kathrine H. Martin" said access easement described as follows:

BEGINNING at a point on the northerly right-of-way line of Hopeland Road (SR 1026), variable width, being located 25' north of the existing centerline of Hopeland Road, said point being known as Corner No. 13, an Iron Pin Set as shown on the above mentioned WRP Martin Plan; Thence continuing through the lands of Martin the nine (9) following courses and distances"

- 1) North 10°19'23" West a distance of 75.39' to Corner No.12 being an Iron Pin Set;
- 2) North 78°13'10" West a distance of 23.19' to Corner No.11 being an Iron Pin Set;
- 3) North 10°19'23" West a distance of 52.78' to Corner No.10 being an Iron Pin Set;
- 4) North 29°32'44" East a distance of 31.54' to Corner No.9 being an Iron Pin Set;
- 5) North 79°39'35" East a distance of 64.99' to a point;
- 6) South 25°19'03" East a distance of 16.19' to Corner No.19 being an Iron Pin Set;
- 7) North 73°25'36" East a distance of 10.00' to a point;
- 8) South 19°16'16" West a distance of 53.17' to a point;
- 9) South 12°45'46" East a distance of 100.42' to a point on the northerly right-of-way line of Hopeland Road, said point being located 25' north of the existing centerline of Hopeland Road;

Thence along the northerly right-of-way line of Hopeland Road by a line parallel to and maintaining a distance of 25' from the centerline of said road South 79°39'35" West a distance of 55.87' to Corner No. 13 at the place of BEGINNING.

Containing 0.2 acres more or less as described herein.



LEGEND

INSTRUMENT EASEMENT

- Adjacent Lot Lines
- - - Overlaid Lot by Union
- Per Meter Accuracy
- Point as Located in Original EASEMENT
- Easement Pole

Job No. 14-195
 Survey Completed on November 17, 2014
 REC'D Chester Co. 06/20/15 04:14:09

Surveyor: **DARRELL R. and KATHERINE H. MARTIN**
 280 Indian Springs Road, Suite 123
 Indiana, PA 15701
 Phone: (724) 463-7303

Owner: **DARRELL R. and KATHERINE H. MARTIN**
 8529 Hopeland Road
 Elizabethtown, PA 17033
 Parcel No. 025-007010-0090



THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE BY THE UNDERSIGNED AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A LICENSED SURVEYOR IN THE STATE OF PENNSYLVANIA. THE INSTRUMENT TO WHICH THIS SURVEY IS REFERRED IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF LANCASTER COUNTY, PENNSYLVANIA. THE INSTRUMENT TO WHICH THIS SURVEY IS REFERRED IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF LANCASTER COUNTY, PENNSYLVANIA.

Created by: [Software Name]

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above described survey was made by the undersigned and that the same is true and correct to the best of my knowledge and belief. I am a licensed surveyor in the State of Pennsylvania. The instrument to which this survey is referred is filed in the Office of the County Recorder of Lancaster County, Pennsylvania.

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above described survey was made by the undersigned and that the same is true and correct to the best of my knowledge and belief. I am a licensed surveyor in the State of Pennsylvania. The instrument to which this survey is referred is filed in the Office of the County Recorder of Lancaster County, Pennsylvania.

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above described survey was made by the undersigned and that the same is true and correct to the best of my knowledge and belief. I am a licensed surveyor in the State of Pennsylvania. The instrument to which this survey is referred is filed in the Office of the County Recorder of Lancaster County, Pennsylvania.

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NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above described survey was made by the undersigned and that the same is true and correct to the best of my knowledge and belief. I am a licensed surveyor in the State of Pennsylvania. The instrument to which this survey is referred is filed in the Office of the County Recorder of Lancaster County, Pennsylvania.

DATE: NOV. 12, 2014
 SCALE: 1"=100'
 DRAWN BY: BFB & MLD
 SHEET 1 OF 1
 DRAWING NO. 1

DARRELL R. and KATHERINE H. MARTIN
 988 Hopeland Road
 Clay Township, Lancaster County, Pennsylvania
WRP Easement Boundary

| REV. | DESCRIPTION | DATE | BY |
|------|-------------|------|----|
| | | | |
| | | | |

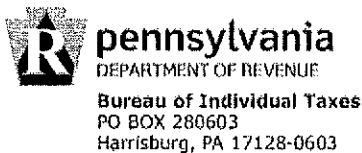
Environmental Land Surveying & Solutions
 280 Indian Springs Road, Suite 123
 Indiana, PA 15701
 Phone: (724) 463-7303

EXHIBIT C

Not Applicable

EXHIBIT D

Not Applicable



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

| | |
|----------------|------------------------|
| State Tax Paid | \$0.00 |
| Book Number | 6202464 |
| Page Number | |
| Date Recorded | 05/11/2015 04:06:14 PM |

See reverse for instructions.

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

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

| | | | |
|--|--|--|-----------------------------------|
| Name Diversified Settlement Services, Inc. | | Telephone Number: (215) 781-1900 | |
| Mailing Address 1200 Veterans Highway, Suite C-7 | | City Bristol | State ZIP Code PA 19007 |

B. TRANSFER DATA

| | | | | | |
|--|--|---|--|--------------------|-------------------------------|
| Date of Acceptance of Document 3/26 / 2015 | Effective date 4/30/2015 | | | | |
| Grantor(s)/Lessor(s) DARRELL R. MARTIN and KATHERINE H. MARTIN | Telephone Number: 717-575-1855 | Grantee(s)/Lessee(s) UNITED STATES OF AMERICA | Telephone Number: 717-221-3713 | | |
| Mailing Address 988 Hopeland Road | | Mailing Address One Credit Union Place, Suite 340 | | | |
| City Lititz | State PA | ZIP Code 17543 | City Harrisburg | State PA | ZIP Code 17110-2993 |

C. REAL ESTATE LOCATION

| | | | |
|--|--|---|--|
| Street Address Deed Book 4757 Page 370 | | City, Township, Borough Clay Township | |
| County Lancaster | School District Ephrata Area | Tax Parcel Number 070-04029-0-0000 | |

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

| | | |
|--|---|--|
| 1. Actual Cash Consideration 64,268.00 | 2. Other Consideration + | 3. Total Consideration = 64,268.00 |
| 4. County Assessed Value 308,900.00 | 5. Common Level Ratio Factor X 1.26 | 6. Fair Market Value = 389,214.00 |

E. EXEMPTION DATA - Refer to instructions for exemption status.

| | | |
|---|--|--|
| 1a. Amount of Exemption Claimed \$ 100% | 1b. Percentage of Grantor's Interest in Real Estate 100% % | 1c. Percentage of Grantor's Interest Conveyed 100% % |
|---|--|--|

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **Transfer to a nature conservancy or similar organization having its primary purpose the preservation of land for scenic/agricultural/ open space 72 P.S. 8101; 61 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 Diversified Settlement Services, Inc., By: <i>Molly Jordan</i> | Date April 30, 2015 |
|--|-------------------------------|

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

Times Record

17.00

MAR 07 1996

996012541

50 RF 15.00 AM 11.50 TOT 27.00

J-999

070 J9999 MAP 999 BLK 9 LOT 9

Made the fourth day of March
Nineteen hundred and ninety-six (1996)

Between DARRELL R. MARTIN and KATHERINE H. MARTIN, husband and wife, of Clay Township, Lancaster County, Pennsylvania, legal owners, and KEITH SPALDING, of Lancaster Township, Lancaster County, Pennsylvania, equitable owner, Parties of the first part, hereinafter referred to as Grantors;

AND WILDLANDS CONSERVANCY, INC., a Pennsylvania non-profit Corporation, with offices in Lower Macungie Township, Lehigh County, Pennsylvania, Party of the second part, hereinafter referred to as Grantee.

RECORDED OR FILED
96 MAR -7 AM 11:30
RECORDER OF DEEDS
LANCASTER, PA.

Witnesseth, That in consideration of the sum of Thirty-Eight Thousand

One Hundred Sixty-Eight and 50/100 (\$38,168.50)----- Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee, its successors and assigns,

All THAT CERTAIN tract of unimproved land, situate in Clay and Elizabeth Townships, Lancaster, Pennsylvania, bounded and described according to a Lot Add-On Plan of the PGC/Spalding Tract dated August 29, 1995 by Diehm & Sons Surveyors and recorded in the Recorder's Office in and for Lancaster County, Pennsylvania, in Subdivision Plan Book J-192, Page 11, said lot more fully bounded and described as follows:

BEGINNING at the Southwest corner thereof at a point in or near the South side of Hopeland Road (SR 1026); thence extending along property now or late of William D. and Mary Fisher Coleman and Frances Innes Gowen Coleman North nine (09) degrees thirty-two (32) minutes twenty-eight (28) seconds East, a distance of one thousand four hundred twenty-one and seven hundredths (1,421.07) feet to a point in the Southern right of way line for the Pennsylvania Turnpike; thence along the same North eighty-eight (88) degrees forty-three (43) minutes fifty-three (53) seconds East, a distance of five hundred and one hundredth (500.01) feet to a point in line of land now or late of Darrell R. and Katherine H. Martin; thence along the same the following three (3) courses and distances: (1) South fourteen (14) degrees fifty-two (52) minutes thirty-seven (37) seconds West, a distance of four hundred eighty-two and sixty-five hundredths (482.65) feet; (2) South one (01) degree twenty-eight (28) minutes twenty-five (25) seconds East, a distance of eight hundred eighteen and forty-three hundredths (818.43) feet; and (3) South zero (0) degrees thirty-six (36) minutes forty-eight (48) seconds East, a distance of ninety-nine and ninety-seven hundredths (99.97) feet to a point in Hopeland Road; thence in and along said Hopeland Road the following three (3) courses and distances: (1) South eighty-nine (89) degrees twenty-five (25) minutes fifty-four (54) seconds West, a distance of four hundred

4895 0088

ten and nine hundredths (410.09) feet; (2) South eighteen (18) degrees nine (09) minutes forty-six (46) seconds East, a distance of twenty-three and zero hundredths (23.00) feet; and (3) South eighty-nine (89) degrees thirty (30) minutes forty-nine (49) seconds West, a distance of two hundred thirty and seventy-five hundredths (230.75) feet to a point, the place of BEGINNING.

BEING A PART OF THE SAME PREMISES which Keith Spalding by Deed dated September 27, 1995 and recorded in the Recorder's Office in and for Lancaster County, Pennsylvania, in Record Book 4757, Page 370, granted and conveyed unto Darrell R. Martin and Katherine H. Martin, husband and wife, as tenants by the entirety. The premises being conveyed is the entire premises reserved by Keith Spalding in the aforesaid Deed dated September 27, 1995, and the present conveyance extinguishes all of Keith Spalding's rights in such property.

4895 0089

And the said grantors do hereby warrant SPECIALLY the property hereby conveyed,

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



Ronald N. Cohen
Recorder of Deeds

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered In the Presence of

Jelle

Nancy A. Holtzapple

Darrell R. Martin
Darrell R. Martin

Katherine H. Martin
Katherine H. Martin

Keith Spading
Keith Spading



Commonwealth of Pennsylvania }
County of LANCASTER } ss:

On this, the 4th day of March 1996, before me

the undersigned officer, personally appeared DARRELL R. MARTIN and KATHERINE H. MARTIN known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

MY COMMISSION EXPIRES
NOTARIAL SEAL
MARY L. GRAFF, Notary Public
Lancaster, Lancaster County
My Commission Expires Feb. 6, 1997

Mary L. Graff
Notary Public

I Hereby Certify, that the precise address of the grantees herein is
3701 Orchid Place
Emmaus, PA 18049

By: *Michael A. Henry*
Michael A. Henry

4895 0090

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the 6 day of MARCH, 1996, before me the undersigned officer, personally appeared KEITH SPALDING, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Nancy A. Holtzapple
Notary Public

My Commission Expires:

Notarial Seal
Nancy A. Holtzapple, Notary Public
Lancaster, Lancaster County
My Commission Expires July 23, 1999



DARRELL R. MARTIN AND
KATHERINE H. MARTIN, HUSBAND
AND WIFE, LEGAL OWNERS, AND
KEITH SPALDING, EQUITABLE OWNER

TO

WILDLANDS CONSERVANCY, INC.

Dated, March 4, 1996

BARLEY, SNYDER, SENFT & COHEN
Attorneys-at-Law
LANCASTER, PENNSYLVANIA 17602-2832

Commonwealth of Pennsylvania)

County of _____) SS:

Recorded on this _____ day of _____ A.D. 19____
in the Recorder's Office of said County
in DEED Book _____ Vol. _____ PAGE _____
Given under my hand and seal of the said office
the date above written.

4895 0091



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280403
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

| RECORDER'S USE ONLY | |
|---------------------|-------------|
| State Tax Paid | 0 |
| Book Number | 4895 |
| Page Number | 0088 |
| Date Recorded | MAR 07 1996 |

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 | Barbara M. Boben, Esq., Barley, Snyder, Senft & Cohen | Telephone Number | |
| Street Address | 126 East King Street, Lancaster, PA 17602-2893 | Area Code | 717, 299-5201 |
| City | Lancaster | State | PA |
| Zip Code | 17602-2893 | Zip Code | |

B. TRANSFER DATA

| | | | |
|----------------------|---|--------------------------------|-------------------|
| Grantor(s)/Lessor(s) | Darrell R. Martin and Katherine H. Martin; Keith Spalding | Date of Acceptance of Document | 3-6-96 |
| Grantee(s)/Lessee(s) | Wildlands Conservancy, Inc. | Street Address | 3701 Orchid Place |
| Street Address | 988 Hopeland Road | City | Emmatus, PA 18049 |
| City | Hopeland, PA 17533 | State | PA |
| Zip Code | 17533 | Zip Code | 18049 |

C. PROPERTY LOCATION

| | | | |
|-------------------|---------------|-------------------------|------------------------------|
| Street Address | Hopeland Road | City, Township, Borough | Clay and Elizabeth Townships |
| County | Lancaster | School District | Ephrata |
| Tax Parcel Number | Not available | | |

D. VALUATION DATA

| | | | | | |
|------------------------------|--------------------------|------------------------------|--------|------------------------|--|
| 1. Actual Cash Consideration | \$38,168.50 | 2. Other Consideration | + 0.00 | 3. Total Consideration | = \$38,168.50 |
| 4. County Assessed Value | Not separately assessed. | 5. Common Level Ratio Factor | x 5.92 | 6. Fair Market Value | Cannot be determined because property = not separately assessed. |

E. EXEMPTION DATA

| | | | |
|---------------------------------|-------------|-------------------------------------|------|
| 1a. Amount of Exemption Claimed | \$38,168.50 | 1b. Percentage of Interest Conveyed | 100% |
|---------------------------------|-------------|-------------------------------------|------|

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) Transfer to a conservancy which possesses tax-exempt status pursuant to Section 501(c)(3) of the I.R.C. of 1986 (26 U.S.C. Section 501(c)(3)) and which has as its primary purpose the preservation of land for open-space opportunities. See, 72 P.S. 8102-C.3(18).

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

| | |
|---|--------|
| Signature of Correspondent or Responsible Party | Date |
| <i>Bar M. Boben</i> | 3-4-96 |

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

4895 0092