

CONDITIONS OF SALE

1. The property to be sold is all that certain tract of land, with improvements thereon erected known and numbered as 988 Hopeland Road, situate in Clay Township, Lancaster County, Pennsylvania, being more fully bounded and described on “Exhibit A” attached hereto and made a part hereof.

2. The highest bidder shall be the Purchaser* 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 One Hundred Thousand and 00/100 (\$100,000.00) Dollars of the purchase money as security for performance of this Agreement. Purchaser is aware that Seller shall receive and deposit in Seller’s non-interest bearing account the \$100,000.00 down payment. The Purchaser acknowledges that the property is not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

3. BALANCE of PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of such attorney or title company as Purchaser may designate in Lancaster County, Pennsylvania, on or before January 23, 2024 (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 (or “fiduciary”, if applicable”) warranty Deed prepared at the Purchaser’s expense, good and marketable fee simple title to said property, insurable at regular rates by a title insurance company of Buyer’s choice licensed to do business in the Commonwealth of Pennsylvania, 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 of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

The Seller represents (a) that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder’s Office, and no uncomplished orders from any governmental authority to do work or correct conditions affecting this property of which the Seller has knowledge; and (b) 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, any petroleum products pipeline or public storm sewer, or any other easement that is not apparent upon reasonable physical inspection.

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 that 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 Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.

Purchaser shall be responsible for any additional Pennsylvania Realty Transfer Tax imposed on any assignment of this Agreement.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) WATER and SEWER RENT shall be paid by Seller to date of settlement or prior delivery of possession.

(d) Any "DISBURSEMENT" or similar FEES purported to be charged by Purchaser's title company or attorney against Seller for services that Seller has not specifically engaged shall be paid by Purchaser.

6. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening, and central air conditioning fixtures and systems; cook stoves and built-in ovens; laundry tubs; radio and television aerials, masts, and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; cabinets; awnings; and any articles permanently affixed to the property, except--- None.

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

8. Seller will continue in full force the present insurance coverage upon 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. Purchaser should inquire after the property is struck off concerning the amount of such insurance and, if Purchaser considers Seller's insurance inadequate in amount or type, he should, at his own expense, procure such additional amounts, types, and/or policies of insurance as he may deem prudent to protect his risk.

9. The Seller reserves the right to reject any or all bids.

10. Survey, if desired by Purchaser, shall be obtained and paid for by Purchaser.

11. The property and all improvements are being sold "as is" without warranty as to condition. The Purchaser and/or Purchaser's agents have had an opportunity to inspect the property, and the same is being purchased as a result of such inspection and not as a result of any representations made by Seller or any of Seller's agents. Seller has no knowledge concerning the presence or absence of radon or the presence of lead-based paint and/or lead-based paint hazards.

Purchaser acknowledges receipt of Seller's Property Disclosure Statement and Lead-Based Paint Disclosure Statement.

The Purchaser acknowledges that the Real Estate Seller Disclosure Law (68 P.S. §7301, et seq.) (herein "Seller Disclosure Act") requires the seller of certain real estate to provide certain disclosures regarding the real estate offered for sale on a form required by the Seller Disclosure Act. The Purchaser further acknowledges that the Seller Disclosure Act provides for damages in the event such disclosures are not made.

Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchasers' Agreement attached to these Conditions of Sale, acknowledges that he has had a full and complete opportunity to review the Disclosure Statement attached hereto and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Seller Disclosures Act by the Seller. The Purchaser hereby releases, remises, and quitclaims unto Seller any and all claims, actions, or causes of action under the Seller Disclosure Act. Seller has not conducted or had conducted any inspection or examination of the Property, or any fixtures or equipment included with the Property, prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Property or any fixtures or equipment included with the Property. The Disclosure Statement shall not amend or supersede the provisions of Paragraph = (the "as is" paragraph) of these Conditions of Sale.

The Purchaser further acknowledges that neither the attorney for the Seller nor the auctioneer has made any specific representations regarding the condition of the Property, and that the Purchaser has not relied upon any representations or statements of the attorney for the Seller or the auctioneer. The Purchasers releases the attorney for the Seller and the auctioneer from any claims, actions, or causes of action arising from or due to any defect in the Property existing on the date of this sale.

12. Purchaser acknowledges that no representation whatsoever is made concerning zoning of the property, or the uses of the property that may be permitted under local ordinances, and the Purchaser has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement.

13. Purchaser acknowledges that these Conditions of Sale were available for inspection by Purchaser prior to the commencement of bidding and sale of the property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents of the Conditions of Sale and all terms and conditions under which the property is being sold, agreeing to be bound by the full terms and conditions as set forth herein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to the commencement of bidding on the property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for the sale of the property.

14. The property is subject to a Warranty Easement Deed in Perpetuity granted by Sellers to United States of America by and through the Commodity Credit Corporation (CCC) dated April 3, 2015, and recorded May 11, 2015, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, to Document ID No. 6202464, a copy of which is attached hereto as "Exhibit B".

15. The property is subject to Lancaster County's Act 319 Preferential Assessment Program ("Clean and Green") as an agricultural use. If Purchaser subdivides the property or otherwise changes the use, Purchaser will be responsible for the payment of roll-back taxes plus six (6%) percent interest per year for the time the property was enrolled in the Clean and Green Program for up to a seven (7) year period.

16. Purchaser acknowledges that, if a real estate agent registers the Purchaser for the sale, Purchaser shall additionally pay to said broker an Agent Premium equal to one (1%) percent of the purchase money. The

Seller shall have no obligation to pay any such premium to the Purchaser's agent, irrespective of the Seller's consent to broker participation.

17. The Seller and Purchaser acknowledge that the Seller may wish to effectuate a "like-kind exchange" in connection with the sale. Purchaser agrees to cooperate with the Seller so as to allow a like-kind exchange within the meaning of Section 1031 of the Internal Revenue Code. It is understood and agreed that all funds required in connection with the acquisition of any exchange property shall be advanced by the Seller. In connection with the acquisition of any exchange property, the Purchaser shall have no personal liability under any contract for the acquisition of such exchange property, and the Seller shall indemnify and hold the Purchaser harmless in connection with any loss, expense, or damage with respect to the same.

18. 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.

_____(SEAL)
DARRELL R. MARTIN

_____(SEAL)
KATHERINE H. MARTIN

PURCHASER'S AGREEMENT

I/We, _____, agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of \$ _____; and if I/we shall acquire possession of the property before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN

EJECTMENT against me/us in favor of the Seller or the latter's assigns for possession of said property and direct the issuing of a writ of possession with clause or writ of execution for costs hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

I/we acknowledge receipt from the Seller of the following title documents:

WITNESS my/our hand/s and seal/s this 18th day of November, A.D., 2023.

Signed in the Presence of:

_____ (SEAL)

_____ (SEAL)

RECEIPT

Received of Purchaser on above date as down money on account of the above purchase price the sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars

_____ (SEAL)
(on behalf of Seller)

* Both Seller/s and Purchaser/s, whether one or more, are designated throughout these Conditions of Sale in singular masculine form.

EXHIBIT A

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 (01) second West, one thousand nine hundred twenty-six and twenty-two hundredths (1,926.22) 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 zero hundredths (231.00) feet to an iron pin; thence recrossing said Hopeland Road (L. R. 36001), by lands now or late of Bertram Dawson Coleman, North seven (07) degrees one (01) minute forty-two (42) seconds East, nine hundred thirty-two and twenty-five hundredths (932.25) feet to an iron pin; thence by lands now or late 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 (1,592.24) 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 (1,213.59) feet to the point of BEGINNING.

CONTAINING forty-three and nine hundred ninety-nine thousandths (43.999) Acres.

TRACT NO. 2:

ALL THAT CERTAIN tract of woodland situate in the Township of Clay, County of Lancaster, and 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 twelve and fifty-eight hundredths (12.58) acres, as per survey of I. C. White, Registered Surveyor, as shown on draft of December 10, 1955.

BEING THE SAME PREMISES which Keith Spalding, by Deed dated September 27, 1995, and recorded September 29, 1995, in the Recorder of Deeds 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 entireties, their heirs and assigns.

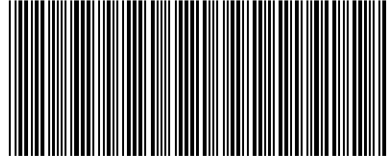
EXCEPTING THEREFROM 16.595 acres which Darrell R. Martin and Katherine H. Martin, husband and wife, legal owners, and Keith Spalding, equitable owner, by Deed dated March 4, 1996, and recorded March 7, 1996, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Record Book 4895, Page 88, granted and conveyed unto Wildlands Conservancy, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

AND EXCEPTING THEREFROM premises which Darrell R. Martin and Katherine H. Martin, husband and wife under a Warranty Easement Deed in Perpetuity dated April 30, 2015, and recorded May 11, 2015, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, to Document ID No. 6202464, granted and conveyed unto the United States of America, by and through the Commodity Credit Corporation (CCC).

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.

EXHIBIT B

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

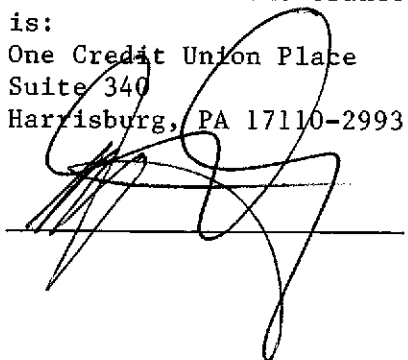
STATE OF PENNSYLVANIA

COUNTY OF Lancaster

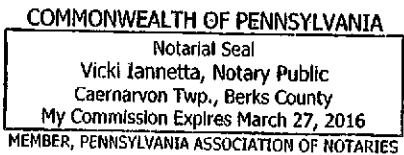
On this 30 day of APRIL, 2015, before me, the undersigned, a Notary Public in and for said State personally appeared Darrell R. Martin and Katherine H. Martin, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same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

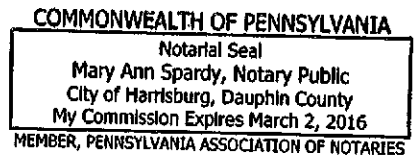
STATE OF Pennsylvania
COUNTY OF Dauphin

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

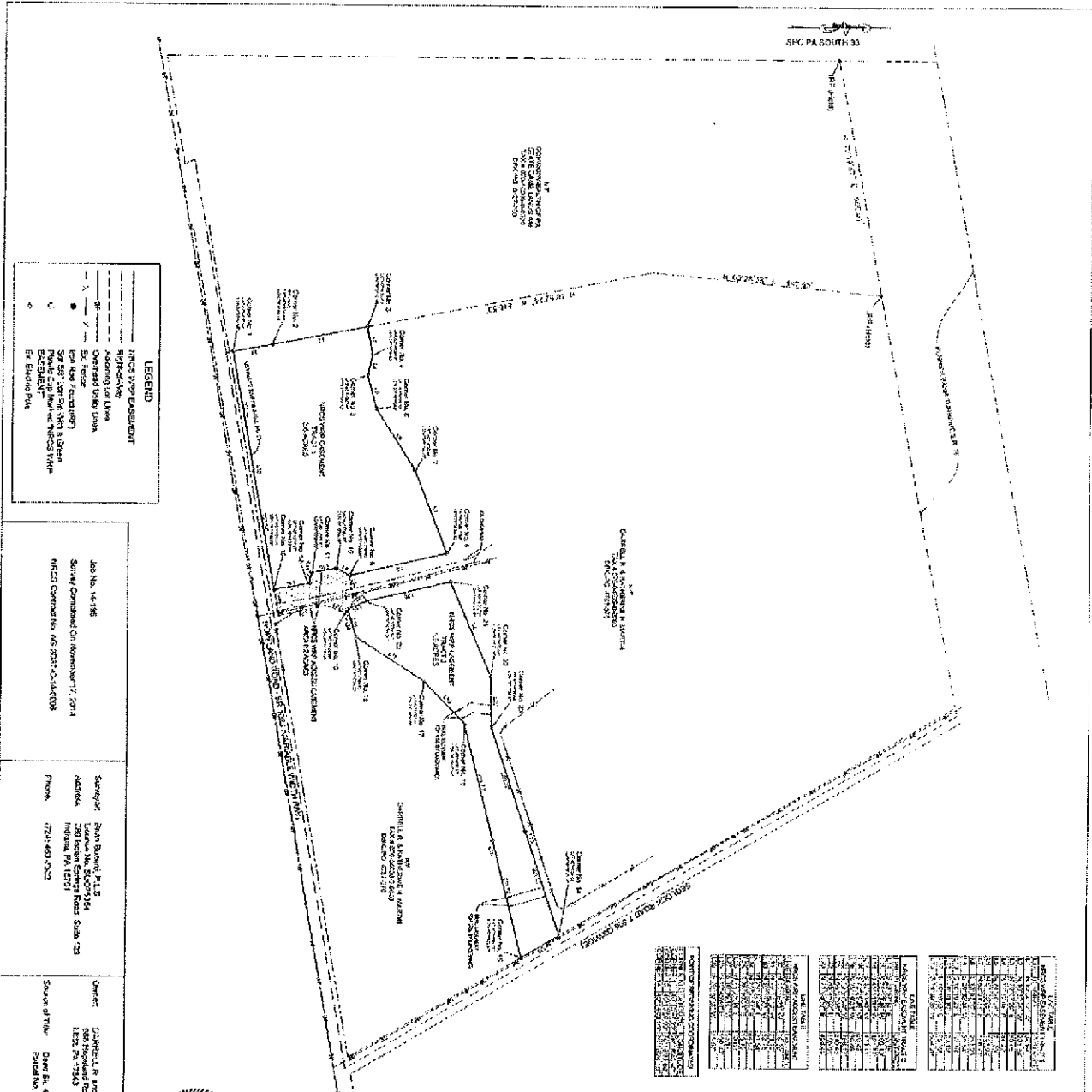
Route of ingress/egress for WRP Easement being along the northerly right-of-way line of Hopeland Road (SR 1026), variable width in Clay Township, Lancaster County Pennsylvania as shown on a plan entitled "WRP Easement Boundary of Darrel R. and Kathrine H. Martin" said access easement described as follows:

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.

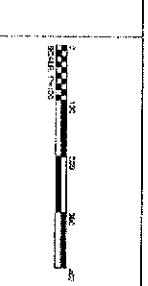
Containing 0.2 acres more or less as described herein.



Job No. 14-195
 Survey Completed on November 17, 2014
 REC'D Lancaster Co. 06/20/15 04:14:08

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

Owner: **DARRELL R. and KATHERINE H. MARTIN**
 280 Indian Springs Road
 Indiana, PA 15701
 Parcel No. 025-050710-0090



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



THIS IS TO CERTIFY THAT THE SURVEY DONE BY THE UNDERSIGNED WAS MADE AND CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPS OF THE COMMONWEALTH OF PENNSYLVANIA AND THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION.

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

WRP Easement Boundary

REV.	DESCRIPTION	DATE	BY

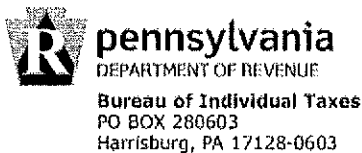
Environmental Land Surveying & Solutions
 280 Indian Springs Road, Suite 123
 Indiana, PA 15701
 Phone: (724) 463-7303

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% %
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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.