

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 559-3077

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



AFFIDAVIT FILED

Book - 2015-1 Starting Page - 151077
*Total Pages - 16

Instrument Number - 2015020126
Recorded On 8/6/2015 At 2:35:46 PM

NCGIS Registry UPI Certification
On August 6, 2015 By JL

- * Instrument Type - AGRICULTURAL EASEMENT
- Invoice Number - 809600
- * Grantor - ACT 149
- * Grantee - PENNSYLVANIA, COMMONWEALTH OF
- User - LMC
- * Customer - DAVID J CERAUL

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES	\$35.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$86.00

*RECORDED BY:

DAVID J CERAUL
22 MARKET ST
PO BOX 19
BANGOR, PA 18013

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2015-1

Page: 151077



* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared By: Northampton County Farmland Preservation
14 Gracedale Avenue
Nazareth, PA 18064

Return To: Northampton County Farmland Preservation
14 Gracedale Avenue
Nazareth, PA 18064

UPI# F8-18-3-0626
DPERSF (6-2006)

EXHIBIT "C"

DEED OF AGRICULTURAL CONSERVATION EASEMENT TO THE COMMONWEALTH OF PENNSYLVANIA IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 5th day of August, 2015, by and between Henry N. Achenbach (hereinafter, "Grantor") and the Commonwealth of Pennsylvania (hereinafter "Grantee") is made pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in Plainfield Township, Northampton County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of 54.79 acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Northampton County, Pennsylvania has recommended that the Commonwealth purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ 208,202.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Grantee, its successors and assigns and the Grantee voluntarily accepts, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears, and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
- (f) Timber, wood and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform an activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if:
 - (i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis.
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

- (iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.
- (c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.
- (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.
- (e) The renovation or modification of an existing residential structure, or an addition to an existing residential structure, is permitted if it would not increase the curtilage of the residential structure.
- (f) The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Northampton, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on October 19,, year of 2007, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of

appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board, the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantee, its successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement – Annually, Grantee, its successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to Grantor, his heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantee, its successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantee has reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantee, its successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement – The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land – Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation – This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

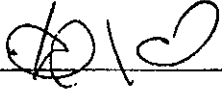
To have and to hold this Deed of Agricultural Conservation Easement unto the Grantee, its successors and assigns in perpetuity.


AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:



 [Seal]
Henry N. Achenbach
_____[Seal]
_____[Seal]
_____[Seal]

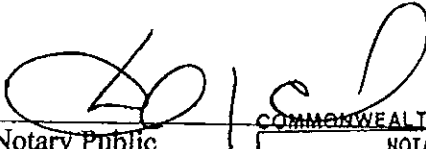
ACKNOWLEDGMENT

COUNTY OF NORTHAMPTON SS:

COMMONWEALTH OF PENNSYLVANIA

On this 5th day of August, 2018, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of _____ personally appeared the above named Henry W. Acherrbach and _____, and in due form of law acknowledged the above Deed of Agricultural Conservation Easement to be their voluntary act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
David J. Ceraul, Notary Public
Bangor Boro. Northampton County
My Commission Expires May 27, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(EXHIBIT 7.d)

Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Henry A. Achenbach

Address: 1657 Pen Argyl Road, Pen Argyl, PA, 18072 (Property Address: 1748 Pen Argyl Rd.)

Telephone Number: 610-863-0613

Township: Plainfield Easement Acreage: 54.79

Whereas, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan acknowledged by the County Conservation District;

And Whereas, the U.S. Department of Agriculture Natural Resources Conservation Service in cooperation with the Northampton County Conservation District has prepared a Conservation Plan for the subject land, identified as plan number T1250, dated 12/26/14, or as amended, located on file in the County Conservation District office, incorporated herein by reference.

And Whereas, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan;

Now Therefore, this plan conforms to the technical requirements of the local Field Office Technical Guide and the terms of the Deed of Agricultural Conservation Easement.

And, In Witness Whereof, the undersigned have agreed to the following:

(I) (We) acknowledge and agree to comply with the conservation practices and implementation schedule as indicated in the Conservation Plan. If the management or operation of this property changes, I will contact the Conservation District or the Natural Resources Conservation Service to modify the Conservation Plan as necessary.

Henry Achenbach 8/5/15
Operator/Owner Date

Maria Bertzoni 8/5/15
Witness Date

Operator/Owner Date

Witness Date

Conservation Plan acknowledged by the Northampton County Conservation District (610) 746-1971 as prepared by the U.S. Dept. of Agriculture Natural Resources Conservation Service (610) 625-8392.

Cheryl J. Kuba 12/31/14
Representative Date

Maria Bertzoni 12/31/14
Witness Date

EXHIBIT B
STATEMENT OF COSTS

Henry N. Achenbach #2
1748 Pen Argyl Road (Property Address: 1657 Pen Argyl Road)
Pen Argyl, PA 18072
Plainfield Township
Northampton County, Pennsylvania
Tax Parcel #F8-18-3

1 EASEMENT PURCHASE PRICE

A. State share	100.00%	\$208,202.00	\$208,202.00
B. County share	0.00%	\$0.00	
C. Municipal share	0.00%	\$0.00	

2 INCIDENTAL COSTS

A. Appraisal		\$4,250.00	\$10,989.24
B. Legal / title search		\$35.00	
C. Title Insurance		\$1,445.00	
D. Recording fees		\$84.00	
E. Check of deed closure / survey		\$5,075.00	
F. Notification		\$100.24	
G. Other _____		\$0.00	

3 INTEREST ESTIMATE

A. State share	_____ %	\$0.00	\$0.00
B. County share	_____ %	\$0.00	
C. Municipal share	_____ %	\$0.00	

4 TOTAL COMMONWEALTH FUNDS REQUESTED (1A+2+3A)

\$219,191.24

5 TOTAL COUNTY FUNDS REQUESTED (1B+3B)

\$0.00

6 TOTAL MUNICIPAL FUNDS REQUESTED (1C+3C)

\$0.00

7 TOTAL COST OF EASEMENT PURCHASE (4+5+6)

\$219,191.24

COMMENTS:

ACRES PURCHASED	54.7900
PRICE PER ACRE	\$3,800.00
CLOSING DATE	_____

IS THIS A LIKE-KIND EXCHANGE? YES _____ NO X

07/14/15

DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT
PROPERTY BELONGING TO HENRY ACHENBACH
NORTHAMPTON COUNTY TAX PARCEL
IDENTIFIER NUMBER F8-18-3
PLAINFIELD TOWNSHIP, NORTHAMPTON COUNTY, PA

Beginning at a found iron pin marking the northeast corner of land now or formerly belonging to Christopher and Heather Sutton, said pin also being a common corner to lands now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F8-18-3, and to lands now or formerly belonging to David and Susan Taylor; thence along land now or formerly belonging to said David and Susan Taylor, North 83 Degrees 36 Minutes 25 Seconds East 172.78 feet to a found capped iron pin; thence along same North 07 Degrees 06 Minutes 01 Second West 131.21 feet to a point; thence along other land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, South 87 Degrees 25 Minutes 01 Second East 321.75 feet to a point; thence along same South 00 Degrees 34 Minutes 59 Seconds West, passing a set iron pin at 328.96 feet, a distance of 775.50 feet to a set iron pin; thence along same North 80 Degrees 34 Minutes 59 Seconds East 123.75 feet to a set iron pin; thence along same South 18 Degrees 55 Minutes 01 Second East 594.00 feet to a set concrete monument; thence along same South 56 Degrees 10 Minutes 01 Second East 247.50 feet to a set concrete monument; thence along same South 06 Degrees 10 Minutes 01 Second East 932.47 feet to a point in line of land now or formerly belonging to Richard and Nancy Lieberman; thence along land now or formerly belonging to said Richard and Nancy Lieberman, North 81 Degrees 36 Minutes 09 Seconds West 173.25 feet to a point; thence along same North 78 Degrees 43 Minutes 41 Seconds West 641.40 feet to a found stone corner in line of land now or formerly belonging to Melvin and Laraine Kresge; thence along land now or formerly belonging to said Melvin and Laraine Kresge North 17 Degrees 10 Minutes 07 Seconds East 81.68 feet to a point; thence along same North 07 Degrees 04 Minutes 53 Seconds West 61.88 feet to a point; thence along same South 79 Degrees 58 Minutes 37 Seconds West 1,265.50 feet to a found stone corner, a common corner to land now or formerly belonging to Donald Knitter; thence along land now or formerly belonging to said Donald Knitter North 23

Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F8-18-3
Plainfield Township, Northampton County, PA

Degrees 51 Minutes 47 Seconds West 587.60 feet to a found iron pipe in line of land now or formerly belonging to Wilbert, Jr. and Amy Knitter; thence along land now or formerly belonging to said Wilbert, Jr. and Amy Knitter North 57 Degrees 15 Minutes 48 Seconds East 343.06 feet to a found iron pipe; thence partly along land now or formerly belonging to Heath and Michelle LaBarre, partly along land now or formerly belonging to Tony Borger, partly along land now or formerly belonging to James Irwin and Petra Szabo, and partly along land now or formerly belonging to Kent Larsen and Christine Dear, North 55 Degrees 59 Minutes 25 Seconds East, passing and iron pin at 243.10 feet, a distance of 1,082.65 feet to a found capped iron pin; thence partly along land now or formerly belonging to said Kent Larsen and Christine Dear, partly along land now or formerly belonging to Gregory and Roxana Keller, partly along land now or formerly belonging to Patrick and Jennifer Wolf, and partly along land now or formerly belonging to the aforementioned Christopher and Heather Sutton, North 00 Degrees 30 Minutes 53 Seconds West 848.79 feet to the place of beginning.

Containing 60.1752 acres.

EXCLUSION AREA NUMBER 1

Beginning at a set iron pin in line of land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, said pin being the following three courses and distances from a found capped iron pin marking the southeast corner of land now or formerly belonging to David and Susan Taylor:

- 1) Thence along land now or formerly belonging to David and Susan Taylor, North 07 Degrees 06 Minutes 01 Second West 131.21 feet to a point;
- 2) Thence along other land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, South 87 Degrees 25 Minutes 01 Second East 321.75 feet to a point;
- 3) Thence along same South 00 Degrees 34 Minutes 59 Seconds 328.96 feet to a set iron pin, the place of beginning;

Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F8-18-3
Plainfield Township, Northampton County, PA

Thence along other land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, South 00 Degrees 34 Minutes 59 Seconds West 446.54 feet to a set iron pin; thence along same North 80 Degrees 34 Minutes 59 Seconds East 123.75 feet to a set iron pin; thence along same South 18 Degrees 55 Minutes 01 Second East 594.00 feet to a set concrete monument; thence through land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F8-18-3, and along the herein described Agricultural Conservation Easement, the following thirteen courses and distances:

- 1) North 56 Degrees 10 Minutes 01 Second West 94.58 feet to a set iron pin;
- 2) North 33 Degrees 34 Minutes 54 Seconds West 146.59 feet to a set iron pin;
- 3) South 69 Degrees 31 Minutes 47 Seconds West 281.44 feet to a set iron pin;
- 4) North 23 Degrees 46 Minutes 16 Seconds West 119.33 feet to a set iron pin;
- 5) North 36 Degrees 36 Minutes 28 Seconds West 90.73 feet to a set iron pin;
- 6) North 16 Degrees 41 Minutes 05 Seconds West 143.19 feet to a set iron pin;
- 7) North 84 Degrees 52 Minutes 50 Seconds East 102.40 feet to a set iron pin;
- 8) North 02 Degrees 01 Minute 54 Seconds West 151.21 feet to a set iron pin;
- 9) North 87 Degrees 55 Minutes 33 Seconds East 125.62 feet to a set iron pin;
- 10) North 00 Degrees 34 Minutes 59 Seconds East 240.02 feet to a set iron pin;
- 11) North 88 Degrees 58 Minutes 29 Seconds West 276.58 feet to a set iron pin;
- 12) North 00 Degrees 20 Minutes 08 Seconds East 183.49 feet to a set iron pin;
- 13) South 89 Degrees 53 Minutes 01 Second East 307.38 feet to a set iron pin, the place of beginning.

Containing 5.3853 acres.

The above described tract, containing 60.1752 acres, less the exclusion area containing 5.3853 acres, comprises an agricultural conservation easement of 54.7899 acres.

Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F8-18-3
Plainfield Township, Northampton County, PA

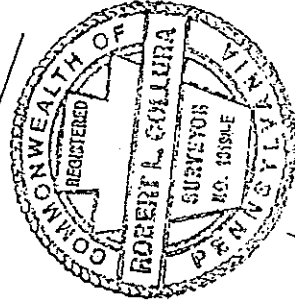
Being part of the same premises which Leroy D. Achenbach and Henry N. Achenbach, Executors of the last Will and Testament of Fred D. Achenbach, deceased, late of Pen Argyl, Northampton County, Pennsylvania, and Leroy D. Achenbach and Henry N. Achenbach, Trustees of the Rosa W. Achenbach Testamentary Trust, did, by Deed dated August 25, 2011, and recorded in the Office of the Recorder of Deeds in and for Northampton County at Easton, Pennsylvania in Deed Book 2011-1, page 192815, grant and convey unto Henry N. Achenbach.

December 2, 2014

ACTUAL SUMMARY			
PARCEL ID	TYPE	ACRES	NET ACRES
P 18 3	30% RESERVE	60.1752	42.1226
P 18 3	70% RESERVE	42.1226	28.0551
TOTAL		102.2978	70.1777

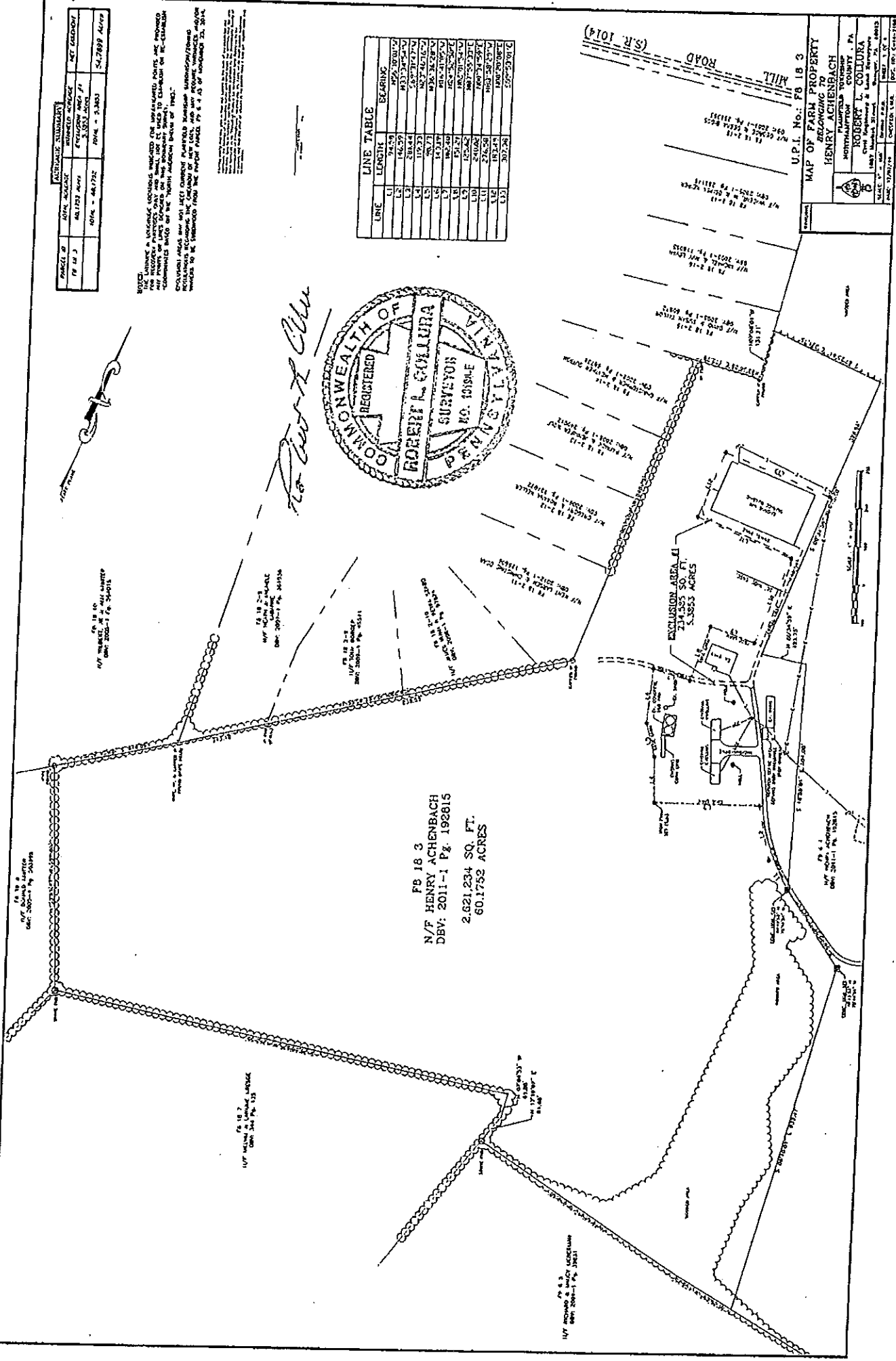
NOTES:
 THE LANDS IN THIS SURVEY ARE SUBJECT TO THE RIGHTS OF THE STATE OF FLORIDA IN AND TO THE PUBLIC DOMAIN AND THE RIGHTS OF THE FEDERAL GOVERNMENT IN AND TO THE PUBLIC DOMAIN. THE SURVEY IS MADE SUBJECT TO THE RIGHTS OF THE STATE OF FLORIDA IN AND TO THE PUBLIC DOMAIN AND THE RIGHTS OF THE FEDERAL GOVERNMENT IN AND TO THE PUBLIC DOMAIN. THE SURVEY IS MADE SUBJECT TO THE RIGHTS OF THE STATE OF FLORIDA IN AND TO THE PUBLIC DOMAIN AND THE RIGHTS OF THE FEDERAL GOVERNMENT IN AND TO THE PUBLIC DOMAIN.

LINE	LENGTH	BEARING
L 1	12.50	S 89° 00' 00" W
L 2	12.50	S 00° 00' 00" W
L 3	24.84	S 33° 45' 45" W
L 4	15.25	S 66° 14' 15" W
L 5	15.25	S 22° 57' 15" W
L 6	15.25	S 88° 32' 45" W
L 7	15.25	S 00° 00' 00" W
L 8	15.25	S 66° 14' 15" W
L 9	15.25	S 33° 45' 45" W
L 10	24.84	S 00° 00' 00" W
L 11	24.84	S 66° 14' 15" W
L 12	12.50	S 89° 00' 00" W
L 13	12.50	S 00° 00' 00" W
L 14	12.50	S 89° 00' 00" W
L 15	12.50	S 00° 00' 00" W

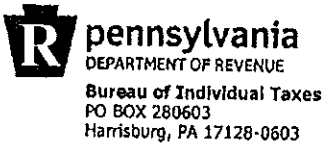


Robert L. Colura

FB 18 3
N/F HENRY ACHENBACH
 DBV: 2011-1 Pg. 192815
 2,621,234 SQ. FT.
 60.1752 ACRES



MAP OF PART PROPERTY BELONGING TO HENRY ACHENBACH
 U.P.I. No.: FB 18 3
 PLANNING AND ZONING DEPARTMENT
 HIGHLAND COUNTY, FLA.
 ROBERT L. COLURA
 REGISTERED PROFESSIONAL SURVEYOR
 No. 19394E
 State of Florida
 MADE IN THE STATE OF FLORIDA
 DATE: 11/11/11
 SCALE: AS SHOWN
 COUNTY: HIGHLAND
 DISTRICT: 18



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid 0
Book Number 2015-1
Page Number 151077
Date Recorded 8-6-2015

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: David J. Ceraul, Esq Telephone Number: (610) 588-0378
Mailing Address: 22 Market Street, PO Box 19 City: Bangor State: PA ZIP Code: 18013

B. TRANSFER DATA

Date of Acceptance of Document: 08 / 06 / 2015
Grantor(s)/Lessor(s): Henry N. Achenbach Telephone Number: (610) 863-0613 Grantee(s)/Lessee(s): Commonwealth of PA Farmland Pres. Telephone Number:
Mailing Address: 1748 Pen Argyl Road Mailing Address: 2301 N. Cameron
City: Pen Argyl State: PA ZIP Code: 18072 City: Harrisburg State: PA ZIP Code: 17110

C. REAL ESTATE LOCATION

Street Address: 1657 Pen Argyl Road City, Township, Borough: Plainfield Township
County: Northampton School District: Pen Argyl Tax Parcel Number: F8-18-3-0620

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N
1. Actual Cash Consideration: 208,202.00 2. Other Consideration: +0.00 3. Total Consideration: = 208,202.00
4. County Assessed Value: 82,000.00 5. Common Level Ratio Factor: X 2.87 6. Computed Value: = 235,340.00

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

1a. Amount of Exemption Claimed: \$ 208,202.00 1b. Percentage of Grantor's Interest in Real Estate: 100.00 % 1c. Percentage of Grantor's Interest Conveyed: 100.00 %

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.) Pursuant to the Realty Transfer Tax Department and Agricultural Area Security Law(P.L. 128, No. 43), negative easements are not subject to transfer tax.

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: [Signature] Date: 8/5/15 08/05/15

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

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 559-3077

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manierl - Deputy



AFFIDAVIT FILED

Book - 2015-1 Starting Page - 151093
*Total Pages - 20

Instrument Number - 2015020127
Recorded On 8/6/2015 At 2:38:14 PM

NCGIS Registry UPI Certification
On August 6, 2015 By JL

- * Instrument Type - AGRICULTURAL EASEMENT
- Invoice Number - 809601
- * Grantor - ACT 149
- * Grantee - PENNSYLVANIA, COMMONWEALTH OF
- User - LMC
- * Customer - DAVID J CERAUL

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES	\$43.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$94.00

*RECORDED BY:

DAVID J CERAUL
22 MARKET ST
PO BOX 19
BANGOR, PA 18013

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2015-1

Page: 151093



* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

19

Prepared By: Northampton County Farmland Preservation
14 Gracedale Avenue
Nazareth, PA 18064

Return To: Northampton County Farmland Preservation
14 Gracedale Avenue
Nazareth, PA 18064

UPI# F9-6-4-0620
DPERSF (6-2006)

EXHIBIT "C"

**DEED OF AGRICULTURAL CONSERVATION EASEMENT TO THE
COMMONWEALTH OF PENNSYLVANIA IN PERPETUITY**

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this
5th day of August, 2015, by and between
Henry N. Achenbach (hereinafter, "Grantor")
and the Commonwealth of Pennsylvania (hereinafter "Grantee") is made pursuant to the
Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made
pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in
Plainfield Township, Northampton County, Pennsylvania more
particularly described in Exhibit "A" attached hereto consisting of 109.42 acres and all
buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to
purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Northampton
County, Pennsylvania has recommended that the Commonwealth purchase an agricultural
conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have
agreed to release or subordinate their interests in the subject land to this Deed of Agricultural
Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ 478,165.40 dollars, the
receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain
and sell, and convey to the Grantee, its successors and assigns and the Grantee voluntarily
accepts, an agricultural conservation easement in the subject land, under and subject to the Act
and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears, and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
- (f) Timber, wood and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

Except as permitted in this Deed, neither Grantor nor his agents, heirs, executors, administrators, successors and assigns, nor any person, partnership, corporation or other entity claiming title under or through Grantor, or their agents, shall suffer, permit, or perform an activity on the subject land other than agricultural production or commercial equine activities.

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if:
 - (i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis.
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

- (iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.
- (c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.
- (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.
- (e) The renovation or modification of an existing residential structure, or an addition to an existing residential structure, is permitted if it would not increase the curtilage of the residential structure.
- (f) The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Northampton, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on October 19,, year of 2007, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of

appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board, the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantee, its successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.

9. Enforcement – Annually, Grantee, its successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to Grantor, his heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

Grantee, its successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantee has reasonable cause to believe the provisions of this Deed have been or are being violated.

Grantor acknowledges that any violation of the terms of this Deed shall entitle Grantee, its successors, assigns or designees to obtain an injunction against such violation from a court of competent jurisdiction along with an order requiring Grantor, his heirs, executors, administrators, successors or assigns to restore the subject land to the condition it was in prior to the violation, and recover any costs or damages incurred including reasonable attorney's fees. Such relief may be sought jointly, severally, or serially.

10. Duration of Easement – The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land – Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

13. Interpretation -- This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

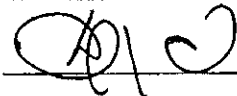
To have and to hold this Deed of Agricultural Conservation Easement unto the Grantee, its successors and assigns in perpetuity.

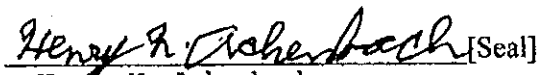
AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:



 [Seal]
Henry N. Achenbach

_____ [Seal]
_____ [Seal]

ACKNOWLEDGMENT

COUNTY OF NORTHAMPTON

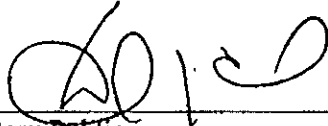
SS:

COMMONWEALTH OF PENNSYLVANIA

On this 5th day of August, 2015, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of _____ personally appeared the above named Henry N Nchenbach and _____, and in due form of law acknowledged the above Deed of Agricultural Conservation Easement to be their voluntary act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
David J. Ceraul, Notary Public
Bangor Boro. Northampton County
My Commission Expires May 27, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Notary Public

My Commission expires:

DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT
PROPERTY BELONGING TO HENRY ACHENBACH
NORTHAMPTON COUNTY TAX PARCEL
IDENTIFIER NUMBER F9-6-4
PLAINFIELD TOWNSHIP, NORTHAMPTON COUNTY, PA

Beginning at a found concrete monument in line of land now or formerly belonging to Vincent III and Denisa Keiper, said monument marking the southwest corner of land now or formerly belonging to Kevin and Lori Black, having Uniform Parcel Identifier Number F8-18-2A; thence along land now or formerly belonging to said Kevin and Lori Black North 68 Degrees 04 Minutes 46 Seconds East 1,133.29 feet to a point; thence partly along other land now or formerly belonging to Kevin and Lori Black, having Uniform Parcel Identifier Number F9-6-2, partly along land now or formerly belonging to Eric Bellis, partly along land now or formerly belonging to John Doney, and partly along land now or formerly belonging to Joan Mack, South 25 Degrees 24 Minutes 18 Seconds East 775.48 feet to a 45-inch diameter lone tree; thence along land now or formerly belonging to said Joan Mack North 70 Degrees 12 Minutes 33 Seconds East, passing a found concrete monument at 600.16 feet, a distance of 620.62 feet to a point in the westerly right-of-way line of State Route 1011, known as Pen Argyl Road; thence along the westerly right-of-way of said State Route 1011, running parallel to and 20.00 feet west of the centerline thereof, South 23 Degrees 28 Minutes 51 Seconds East 625.14 feet to a point of curvature; thence along same on a curve to the right, having a radius of 1,530.00 feet, a central angle of 14 degrees 45 minutes 41 seconds, a length of 394.18 feet, and a chord bearing and distance of South 16 Degrees 06 Minutes 01 Second East 393.09 feet to a point of tangency; thence along same South 08 Degrees 43 Minutes 10 Seconds East 178.11 feet to a point of curvature; thence along same on a curve to the left, having a radius of 1,220.00 feet, a central angle of 13 degrees 55 minutes 38 Seconds, a length of 296.55 feet, and a chord bearing and distance of South 15 Degrees 40 Minutes 59 Seconds East 295.82 feet to a point of tangency; thence along same South 22 Degrees 38 Minutes 48 Seconds East 225.08 feet to a point of curvature; thence along same on a curve to the right, having a radius of 1,580.00 feet, a central angle of 19 degrees 05 minutes 44 seconds, a length of 526.58 feet, and a chord bearing and

Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F9-6-4
Plainfield Township, Northampton County, PA

distance of South 13 Degrees 05 Minutes 56 Seconds East 524.15 feet to a point of tangency; thence along same South 03 Degrees 33 Minutes 04 Seconds East 394.64 feet to a point; thence partly along land now or formerly belonging to Leroy and Marilyn Lieberman, and partly along land now or formerly belonging to Richard and Nancy Lieberman, South 78 Degrees 38 Minutes 51 Seconds West, passing a found iron pipe at 2.84 feet, and a found concrete monument at 345.41 feet, a distance of 1,047.44 feet to a point; thence along land now or formerly belonging to said Richard and Nancy Lieberman North 81 Degrees 36 Minutes 09 Seconds West 671.55 feet to a point; thence along other land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F8-18-3, North 06 Degrees 10 Minutes 01 Second West 932.47 feet to a set concrete monument; thence along same North 56 Degrees 10 Minutes 01 Second West 247.50 feet to a set concrete monument; thence along same North 18 Degrees 55 Minutes 01 Second West 594.00 feet to a point; thence along same South 80 Degrees 34 Minutes 59 Seconds West 123.75 feet to a point; thence along same North 00 Degrees 34 Minutes 59 Seconds East 775.50 feet to a point; thence along same North 87 Degrees 25 Minutes 01 Second West 321.75 feet to a point in line of land now or formerly belonging to David and Susan Taylor; thence partly along land now or formerly belonging to said David and Susan Taylor, partly along land now or formerly belonging to Michael and Amy Levan, and partly along land now or formerly belonging to the aforementioned Vincent III and Denisa Keiper, North 07 Degrees 06 Minutes 01 Second West 305.25 feet to the place of beginning.

Containing 116.4648 acres.

EXCLUSION AREA NUMBER 1

Beginning at a set concrete monument marking a common corner to land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F8-18-3, and other land now or formerly belonging to said Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, said monument being the following four courses and distances from a found concrete monument marking the northwest corner of land now or formerly belonging to Leroy and Marilyn Lieberman:

Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F9-6-4
Plainfield Township, Northampton County, PA

- 1) Thence along land now or formerly belonging to Richard and Nancy Lieberman South 78 Degrees 38 Minutes 51 Seconds West 702.03 feet to a point;
- 2) Thence along land now or formerly belonging to said Richard and Nancy Lieberman North 81 Degrees 36 Minutes 09 Seconds West 671.55 feet to a point;
- 3) Thence along land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F8-18-3, North 06 Degrees 10 Minutes 01 Second West 932.47 feet to a set concrete monument;
- 4) Thence along same North 56 Degrees 10 Minutes 01 Second West 247.50 feet to a set concrete monument, the place of beginning;

Thence along land now or formerly belonging to said Henry Achenbach, having Uniform Parcel Identifier Number F8-18-3, North 18 Degrees 55 Minutes 01 Second West 33.04 feet to a point; thence through land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, and along the herein described Agricultural Conservation Easement, South 56 Degrees 10 Minutes 01 Second East 138.22 feet to a point of curvature; thence through same on a curve to the left, having a radius of 175.00 feet, a central angle of 79 Degrees 18 Minutes 59 Seconds, a length of 242.26 feet, and a chord bearing and distance of North 84 Degrees 10 Minutes 30 Seconds East 223.37 feet to a point of tangency; thence through same North 44 Degrees 31 Minutes 00 Seconds East 181.84 feet to a set iron pin; thence through same North 76 Degrees 23 Minutes 29 Seconds West 351.52 feet to a set iron pin; thence through same North 10 Degrees 27 Minutes 17 Seconds West 66.68 feet to a set iron pin; thence through same North 49 Degrees 19 Minutes 20 Seconds East 271.68 feet to a set iron pin; thence through same South 82 Degrees 20 Minutes 47 Seconds East 199.59 feet to a set iron pin; thence through same South 23 Degrees 05 Minutes 39 Seconds East 197.21 feet to a set iron pin; thence through same North 47 Degrees 21 Minutes 16 Seconds East 131.49 feet to a point of curvature; thence through same on a curve to the right, having a radius of 540.00 feet, a central angle of 26 Degrees 01 Minute 19 Seconds, a length of 245.25 feet, and a chord bearing and distance of North 60 Degrees 21 Minutes 56 Seconds East 243.15 feet to a point of tangency; thence through same and partly along Exclusion Area Number 3, described below, North 73 Degrees 22 Minutes 35 Seconds East, passing a set iron pin at 583.94 feet, a distance of 769.41 feet to a point of

Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F9-6-4
Plainfield Township, Northampton County, PA

curvature; thence through same and along Exclusion Area Number 3, on a curve to the left having a radius of 30.00 feet, a central angle of 84 degrees 49 minutes 55 seconds, a length of 44.42 feet, and a chord bearing and distance of North 30 Degrees 57 Minutes 38 Seconds East 40.47 feet to a point in the westerly right-of-way line of State Route 1011, known as Pen Argyl Road; thence along the westerly right-of-way line of said State Route 1011, running parallel to and 20.00 feet west of the centerline thereof, on a curve to the right having a radius of 1,530.00 feet, a central angle of 02 degrees 44 minutes 10 seconds, a length of 73.06 feet, and a chord bearing and distance of South 10 Degrees 05 Minutes 15 Seconds East 73.05 feet to a point; thence along same South 08 Degrees 43 Minutes 10 Seconds East 19.02 feet to a point; thence, again, through land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, and along Exclusion Area Number 2, on a curve to the left having a radius of 30.00 feet, a central angle of 97 degrees 54 minutes 15 seconds, a length of 51.26 feet, and a chord bearing and distance of North 57 Degrees 40 Minutes 17 Seconds West 45.25 feet to a point of tangency; thence through same and partly along Exclusion Area Number 2, South 73 Degrees 22 Minutes 35 Seconds West, passing a set iron pin at 203.25 feet, a distance of 758.64 feet to a point of curvature; thence through same on a curve to the left having a radius of 510.00 feet, a central angle of 26 degrees 01 minute 19 seconds, a length of 231.63 feet, and a chord bearing and distance of South 60 Degrees 21 Minutes 56 Seconds West 229.64 feet to a point of tangency; thence through same South 47 Degrees 21 Minutes 16 Seconds West 304.02 feet to a point; thence through same South 44 Degrees 31 Minutes 00 Seconds West 340.86 feet to a point; thence partly through same and partly along land now or formerly belonging to the aforementioned Henry Achenbach, having Uniform Parcel Identifier Number F8-18-3, North 56 Degrees 10 Minutes 01 Second West, passing a set concrete monument at 36.24 feet, a distance of 283.74 feet to the place of beginning.

Containing 3.7659 acres.

EXCLUSION AREA NUMBER 2

Beginning at a set iron pin in the westerly right-of-way line of State Route 1011, known as Pen Argyl Road, said point being the following five courses and distance from a found concrete monument marking the northwest corner of land now or formerly belonging to Leroy and Marilyn Lieberman:

- 1) Thence along land now or formerly belonging to said Leroy and Marilyn Lieberman North 78 Degrees 38 Minutes 51 Seconds East 342.57 feet to a point in the westerly right-of-way line of State Route 1011;
- 2) Thence along the westerly right-of-way line of said State Route 1011, running parallel to and 20.00 feet west of the centerline thereof, North 03 Degrees 33 Minutes 04 Seconds West 394.64 feet to a point of curvature;
- 3) Thence along same on a curve to the left, having a radius of 1,580.00 feet, a central angle of 19 degrees 05 minutes 44 seconds, a length of 526.58 feet, and a chord bearing and distance of North 13 Degrees 05 Minutes 56 Seconds West 524.15 feet to a point of tangency;
- 4) Thence along same North 22 Degrees 38 Minutes 48 Seconds West 225.08 feet to a point of curvature;
- 5) Thence along same on a curve to the right, having a radius of 1,220.00 feet, a central angle of 07 degrees 18 minutes 00 seconds, a length of 155.44 feet, and a chord bearing and distance of North 18 Degrees 59 Minutes 48 Seconds West 155.33 feet to a set iron pin, the place of beginning;

Thence through land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, and along the herein described Agricultural Conservation Easement, South 73 Degrees 22 Minutes 35 Seconds West 199.80 feet to a set iron pin; thence through same North 16 Degrees 37 Minutes 25 Seconds West 332.29 feet to a set iron pin in line of Exclusion Area Number 1; thence through same and along Exclusion Area Number 1 North 73 Degrees 22 Minutes 35 Seconds East 203.25 feet to a set iron pin, a point of curvature; thence through same and along Exclusion Area Number 1, on a curve to the right having a radius of 30.00 feet, a central angle of 97 degrees 54 minutes 15 seconds, a length of 51.26 feet, and a chord bearing and distance

Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F9-6-4
Plainfield Township, Northampton County, PA

of South 57 Degrees 40 Minutes 17 Seconds East 45.25 feet to a set iron pin, a point of tangency in the westerly right-of-way line of the aforementioned State Route 1011; thence along the westerly right-of-way line of said State Route 1011, running parallel to and 20.00 feet west of the centerline thereof, South 08 Degrees 43 Minutes 10 Seconds East 159.09 feet to a point of curvature; thence along same on a curve to the left, having a radius of 1,220.00 feet, a central angle of 06 degrees 37 minutes 38 seconds, a length of 141.12 feet, and a chord bearing and distance of South 12 Degrees 01 Minute 59 Seconds East 141.04 feet to the place of beginning.

Containing 1.6401 acres.

EXCLUSION AREA NUMBER 3

Beginning at a set iron pin in the westerly right-of-way line of State Route 1011, known as Pen Argyl Road, said point being the following seven courses and distance from a found concrete monument marking the northwest corner of land now or formerly belonging to Leroy and Marilyn Lieberman:

- 1) Thence along land now or formerly belonging to said Leroy and Marilyn Lieberman North 78 Degrees 38 Minutes 51 Seconds East 342.57 feet to a point in the westerly right-of-way line of State Route 1011;
- 2) Thence along the westerly right-of-way line of said State Route 1011, running parallel to and 20.00 feet west of the centerline thereof, North 03 Degrees 33 Minutes 04 Seconds West 394.64 feet to a point of curvature;
- 3) Thence along same on a curve to the left, having a radius of 1,580.00 feet, a central angle of 19 degrees 05 minutes 44 seconds, a length of 526.58 feet, and a chord bearing and distance of North 13 Degrees 05 Minutes 56 Seconds West 524.15 feet to a point of tangency;
- 4) Thence along same North 22 Degrees 38 Minutes 48 Seconds West 225.08 feet to a point of curvature;
- 5) Thence along same on a curve to the right, having a radius of 1,220.00 feet, a central angle of 13 degrees 55 minutes 38 seconds, a length of 296.55 feet, and a

Description of Agricultural Conservation Easement

Property belonging to Henry Achenbach

Uniform Parcel Identifier Number F9-6-4

Plainfield Township, Northampton County, PA

- chord bearing and distance of North 15 Degrees 40 Minutes 59 Seconds West 295.82 feet to a point of tangency;
- 6) Thence along same North 08 Degrees 43 Minutes 10 Seconds West 178.11 feet to a point of curvature;
 - 7) Thence along same on a curve to the left, having a radius of 1,530.00 feet, a central angle of 02 degrees 44 minutes 10 seconds, a length of 73.06 feet, and a chord bearing and distance of North 10 Degrees 05 Minutes 15 Seconds West 73.05 feet to a set iron pin, the place of beginning;

Thence through land now or formerly belonging to Henry Achenbach, having Uniform Parcel Identifier Number F9-6-4, and along Exclusion Area Number 1, on a curve to the right having a radius of 30.00 feet, a central angle of 84 degrees 49 minutes 55 seconds, a length of 44.42 feet, and a chord bearing and distance of South 30 Degrees 57 Minutes 38 Seconds West 40.47 feet to a set iron pin, a point of tangency; thence through same and along Exclusion Area Number 1, South 73 Degrees 22 Minutes 35 Seconds West 185.47 feet to a set iron pin; thence through same North 16 Degrees 37 Minutes 25 Seconds West 327.29 feet to a set iron pin; thence through same North 73 Degrees 22 Minutes 35 Seconds East 212.95 feet to a set iron pin in the westerly right-of-way line of the aforementioned State Route 1011; thence along the westerly right-of-way line of said State Route 1011, running parallel to and 20.00 feet west of the centerline thereof, on a curve to the right having a radius of 1,530.00 feet, a central angle of 11 degrees 15 minutes 09 seconds, a length of 300.38 feet, and a chord bearing and distance of South 17 Degrees 04 Minutes 54 Seconds East 300.00 feet to the place of beginning.

Containing 1.6393 acres.

The above described tract, containing 116.4648 acres, less the three exclusion area containing 7.0453 acres, comprises an agricultural conservation easement of 109.4195 acres.

Being part of the same premises which Leroy D. Achenbach and Henry N. Achenbach, Executors of the last Will and Testament of Fred D. Achenbach, deceased, late of Pen Argyl, Northampton County, Pennsylvania, and Leroy D. Achenbach and

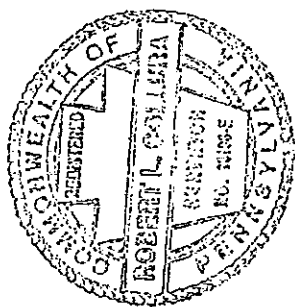
Description of Agricultural Conservation Easement
Property belonging to Henry Achenbach
Uniform Parcel Identifier Number F9-6-4
Plainfield Township, Northampton County, PA

Henry N. Achenbach, Trustees of the Rosa W. Achenbach Testamentary Trust, did, by Deed dated August 25, 2011, and recorded in the Office of the Recorder of Deeds in and for Northampton County at Easton, Pennsylvania in Deed Book 2011-1, page 192815, grant and convey unto Henry N. Achenbach.

December 2, 2014

PARCEL #	AREA	ACRES	PERCENTAGE	REMARKS
1	164,042 SQ. FT.	3.7659		EXCLUSION #1
2	71,444 SQ. FT.	1.6401		EXCLUSION #2
3	1,607 SQ. FT.	0.0366		EXCLUSION #3
4	5,073,207 SQ. FT.	116.4548		MAIN PROPERTY

for Plot to Plot



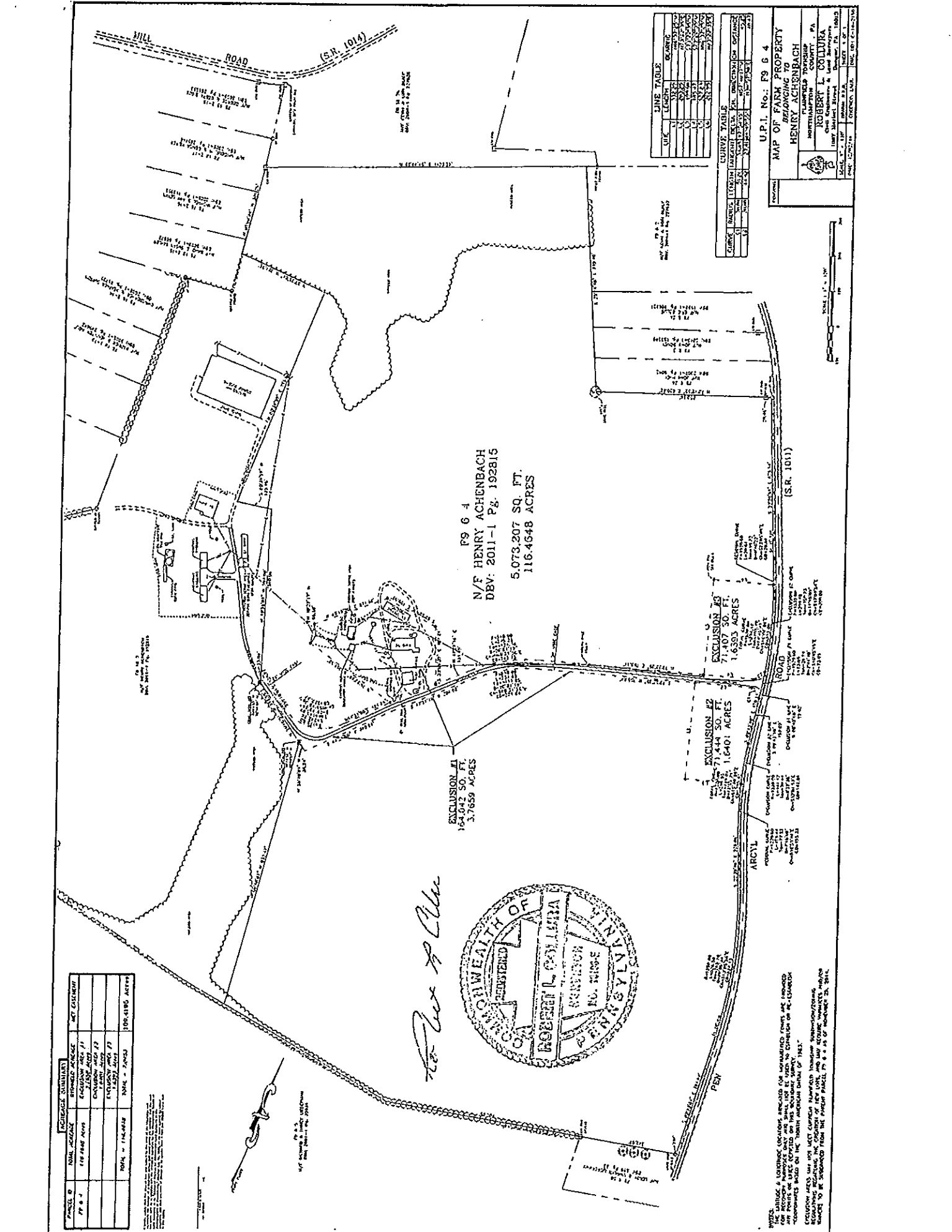
P 9 6 4
 N/F HENRY ACHENBACH
 DBV: 2011-1 Pg. 192815
 5,073,207 SQ. FT.
 116.4548 ACRES

LINE TABLE	
LINE	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

CURVE TABLE	
CURVE	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...

U.P.I. No.: P 9 6 4
 MAP OF FARM PROPERTY
 BELONGING TO
 HENRY ACHENBACH
 NORTHAMPTON COUNTY, PA.
 ROBERT L. COLLIURA
 Registered Professional Surveyor
 No. 2008
 State of Pennsylvania
 1000 Northampton County Courthouse
 Northampton, PA 18061
 PHONE: 610-272-1111 FAX: 610-272-1112

NOTES:
 1. THE BOUNDARIES OF THE EXCLUSIONS ARE SHOWN BY DASHED LINES AND THE POINTS OF THE EXCLUSIONS ARE SHOWN BY SMALL CIRCLES.
 2. THE BOUNDARIES OF THE MAIN PROPERTY ARE SHOWN BY SOLID LINES AND THE POINTS OF THE MAIN PROPERTY ARE SHOWN BY SMALL SQUARES.
 3. THE BOUNDARIES OF THE ADJACENT PROPERTIES ARE SHOWN BY DOTTED LINES AND THE POINTS OF THE ADJACENT PROPERTIES ARE SHOWN BY SMALL TRIANGLES.
 4. THE BOUNDARIES OF THE ADJACENT ROADS ARE SHOWN BY DASHED LINES AND THE POINTS OF THE ADJACENT ROADS ARE SHOWN BY SMALL CIRCLES.
 5. THE BOUNDARIES OF THE ADJACENT RIVERS ARE SHOWN BY Wavy LINES AND THE POINTS OF THE ADJACENT RIVERS ARE SHOWN BY SMALL CIRCLES.
 6. THE BOUNDARIES OF THE ADJACENT WOODS ARE SHOWN BY Wavy LINES AND THE POINTS OF THE ADJACENT WOODS ARE SHOWN BY SMALL CIRCLES.
 7. THE BOUNDARIES OF THE ADJACENT FIELDS ARE SHOWN BY DOTTED LINES AND THE POINTS OF THE ADJACENT FIELDS ARE SHOWN BY SMALL TRIANGLES.
 8. THE BOUNDARIES OF THE ADJACENT PASTURES ARE SHOWN BY DOTTED LINES AND THE POINTS OF THE ADJACENT PASTURES ARE SHOWN BY SMALL TRIANGLES.
 9. THE BOUNDARIES OF THE ADJACENT MEADOWS ARE SHOWN BY DOTTED LINES AND THE POINTS OF THE ADJACENT MEADOWS ARE SHOWN BY SMALL TRIANGLES.
 10. THE BOUNDARIES OF THE ADJACENT PLOTS ARE SHOWN BY DOTTED LINES AND THE POINTS OF THE ADJACENT PLOTS ARE SHOWN BY SMALL TRIANGLES.



(EXHIBIT 7.d)

Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Henry A. Achenbach

Address: 1657 Pen Argyl Road, Pen Argyl, PA, 18072 (Property Address:1748 Pen Argyl Rd.)

Telephone Number: 610-863-0613

Township: Plainfield Easement Acreage: 109.42

Whereas, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan acknowledged by the County Conservation District;

And Whereas, the U.S. Department of Agriculture Natural Resources Conservation Service in cooperation with the Northampton County Conservation District has prepared a Conservation Plan for the subject land, identified as plan number T1250, dated 12/26/14, or as amended, located on file in the County Conservation District office, incorporated herein by reference.

And Whereas, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan;

Now Therefore, this plan conforms to the technical requirements of the local Field Office Technical Guide and the terms of the Deed of Agricultural Conservation Easement.

And, In Witness Whereof, the undersigned have agreed to the following:

(I) (We) acknowledge and agree to comply with the conservation practices and implementation schedule as indicated in the Conservation Plan. If the management or operation of this property changes, I will contact the Conservation District or the Natural Resources Conservation Service to modify the Conservation Plan as necessary.

Henry Achenbach 8/5/15
Operator/Owner Date

Maria Benzoni 8/5/15
Witness Date

Operator/Owner Date

Witness Date

Conservation Plan acknowledged by the Northampton County Conservation District (610) 746-1971 as prepared by the U.S. Dept. of Agriculture Natural Resources Conservation Service (610) 625-8392.

Cheryl J. Buckin 12/31/14
Representative Date

Maria Benzoni 12/31/14
Witness Date

EXHIBIT B
STATEMENT OF COSTS

Henry N. Achenbach #1
1748 Pen Argyl Road (Property Address: 1659 Pen Argyl Rd.)
Pen Argyl, PA 18072
Plainfield Township
Northampton County, Pennsylvania
Parcel # F9-6-4

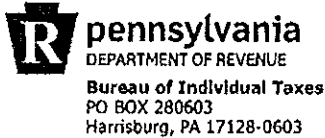
1 EASEMENT PURCHASE PRICE			\$478,165.40
A. State share	100.00%	\$478,165.40	
B. County share	0.00%	\$0.00	
C. Municipal share	0.00%	\$0.00	
 2 INCIDENTAL COSTS			 \$15,811.20
A. Appraisal		\$4,250.00	
B. Legal / title search		\$220.00	
C. Title Insurance		\$2,795.00	
D. Recording fees		\$92.00	
E. Check of deed closure / survey		\$8,345.00	
F. Notification		\$109.20	
G. Other _____		\$0.00	
 3 INTEREST ESTIMATE			 \$0.00
A. State share	_____ %	\$0.00	
B. County share	_____ %	\$0.00	
C. Municipal share	_____ %	\$0.00	
 4 TOTAL COMMONWEALTH FUNDS REQUESTED (1A+2+3A)			 \$493,976.60
 5 TOTAL COUNTY FUNDS REQUESTED (1B+3B)			 \$0.00
 6 TOTAL MUNICIPAL FUNDS REQUESTED (1C+3C)			 \$0.00
 7 TOTAL COST OF EASEMENT PURCHASE (4+5+6)			 \$493,976.60

COMMENTS:

ACRES PURCHASED	109.4200
PRICE PER ACRE	\$4,370.00
CLOSING DATE	_____

IS THIS A LIKE-KIND EXCHANGE? YES _____ NO X

01/22/15



**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	2015-1
Page Number	151093
Date Recorded	8-6-2015

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 David J. Ceraul, Esq		Telephone Number: (610) 588-0378	
Mailing Address 22 Market Street, PO Box 19		City Bangor	State PA
		ZIP Code 18013	

B. TRANSFER DATA

Date of Acceptance of Document 08 / 06 / 2015			
Grantor(s)/Lessor(s) Henry N. Achenbach	Telephone Number: (610) 863-0613	Grantee(s)/Lessee(s) Commonwealth of PA Farmland Pres.	Telephone Number:
Mailing Address 1748 Pen Argyl Road		Mailing Address 2301 N. Cameron	
City Pen Argyl	State PA	ZIP Code 18072	
		City Harrisburg	State PA
		ZIP Code 17110	

C. REAL ESTATE LOCATION

Street Address 1659 Pen Argyl Road		City, Township, Borough Plainfield Township	
County Northampton	School District Pen Argyl	Tax Parcel Number F9-6-4-0620	

D. VALUATION DATA

Was transaction part of an assignment or relocation? Y N

1. Actual Cash Consideration 478,165.40	2. Other Consideration + 0.00	3. Total Consideration = 478,165.40
4. County Assessed Value 75,900.00	5. Common Level Ratio Factor x 2.87	6. Computed Value = 217,833.00

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

1a. Amount of Exemption Claimed \$ 478,165.40	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
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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.) Pursuant to the Realty Transfer Tax Department and Agricultural Area Security Law(P.L. 128, No. 43), negative easements are not subject to transfer tax.

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 8/5/15
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.