

# PUBLIC AUCTION

## REAL ESTATE AUCTION

101 +/- Acres Preserved Farm

Tues. November 19 at 12 Noon

6319 Route 309, New Tripoli PA

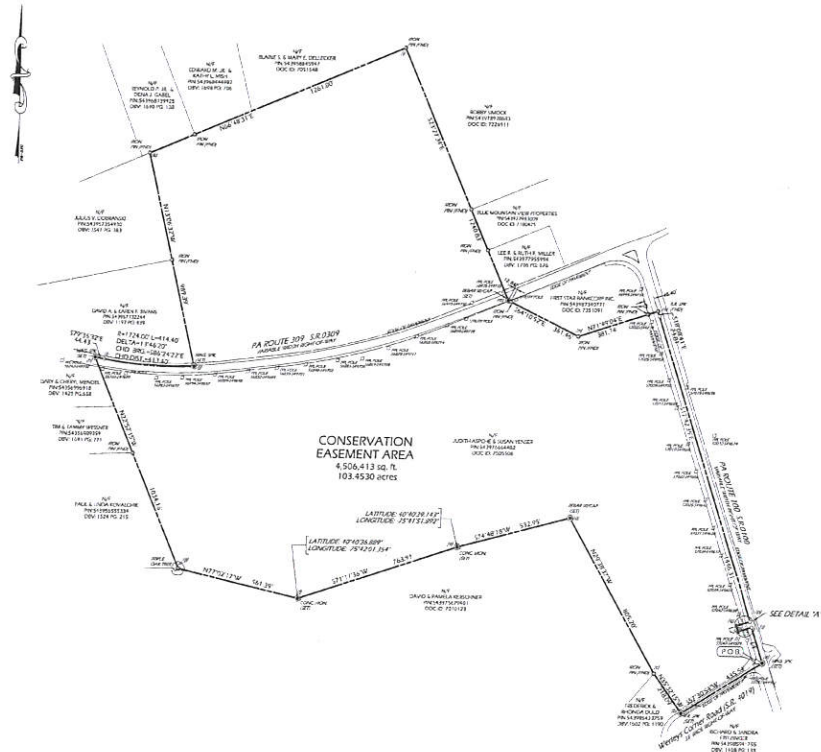


Being offered in 2 tracts

Tract 1- 33.4 +/- acres with roadside produce stand, barn & wagon shed/stable

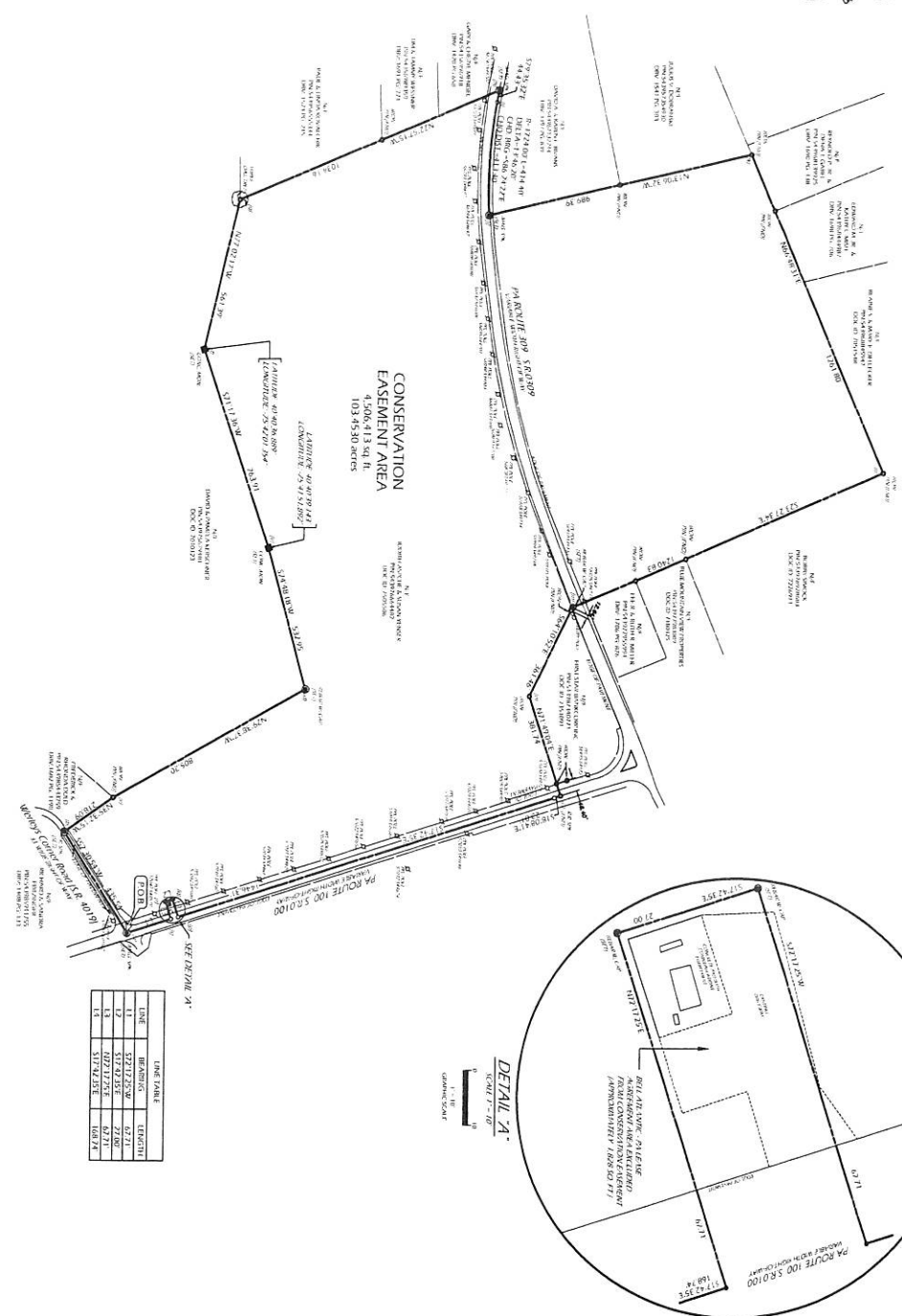
Tract 2- 67.6 +/- acres open farm land

Terms – 5% down by cash, cashier's check, balance within 45 days.



This is a 1963 Vintage Aerial View of the Farm.

**Z** [www.zettauction.com](http://www.zettauction.com)  
**ZETTLEMOYER Auction Co., LLC**  
820 Nursery St. • Box 215 (610) 395-8084 Fax (610) 395-0227  
Fogelsville, PA 18051-0215 *"Proven Service Since 1955"*



LINE	BEARING	LENGTH
11	S 72° 12' 35\"	67.71
12	S 72° 12' 35\"	27.00
13	S 72° 12' 35\"	67.71
14	S 72° 12' 35\"	100.72



PLAT DATE	PROJECT	DRAWN BY	DATE
11/10/09	SURVEY PLAN	AS NOTED	11/10/09
REVISIONS	OWNER	TAX MAP NO.	7865506
	JUDITH A. APSOCH & SUSAN L. YENSER	PA 44307/02210	
	MUNICIPALITY	PH 51876664487	
	HENDEN BERG TOWNSHIP		
	COUNTY		
	LEHIGH COUNTY		
	STATE		
	PENNSYLVANIA		

### PLAN OF AGRICULTURAL CONSERVATION EASEMENT

**ARTHUR A. SWALLOW P.E.S.** DATE: \_\_\_\_\_

I, ARTHUR A. SWALLOW, P.E.S., do hereby certify that the survey and map shown hereon was made by me or under my direct supervision and that I am a duly licensed and qualified professional surveyor in the State of Pennsylvania. I have read the foregoing and find that the same conform to the professional standards and practices of the Surveying Profession in Pennsylvania and that the same are true and correct to the best of my knowledge and belief.

1. PLAN THIS TO BE THE SURVEY AND MAP FOR THE CONSERVATION EASEMENT.
2. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF HENDEN BERG, COUNTY OF LEHIGH, STATE OF PENNSYLVANIA.
3. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF HENDEN BERG, COUNTY OF LEHIGH, STATE OF PENNSYLVANIA.
4. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF HENDEN BERG, COUNTY OF LEHIGH, STATE OF PENNSYLVANIA.
5. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF HENDEN BERG, COUNTY OF LEHIGH, STATE OF PENNSYLVANIA.

1. DATE OF SURVEY: DECEMBER 11, 2009
2. A TIME SEARCH HAS NOT BEEN PERFORMED TO THE SATISFACTION OF THE SURVEYOR.
3. THE PROPERTY MAY BE SUBJECT TO AN EASEMENT, RIGHT OF WAY, RESTRICTIONS, ETC. THAT ARE NOT REFLECTED SHOWN ON THIS PLAN.
4. THE SCALE IS 1" = 200'.
5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND PRACTICES OF THE SURVEYING PROFESSION IN PENNSYLVANIA.
6. THE SURVEYOR IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY OTHER INFORMATION SHOWN ON THIS PLAN THAT IS NOT REFLECTED ON THIS PLAN.

#### STATEMENT OF WORK

1. PLAN THIS TO BE THE SURVEY AND MAP FOR THE CONSERVATION EASEMENT.
2. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF HENDEN BERG, COUNTY OF LEHIGH, STATE OF PENNSYLVANIA.
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5. THE PROPERTY IS LOCATED IN THE TOWNSHIP OF HENDEN BERG, COUNTY OF LEHIGH, STATE OF PENNSYLVANIA.

NO.	DATE	DESCRIPTION
1	11/10/09	AS NOTED
2	11/10/09	AS NOTED
3	11/10/09	AS NOTED
4	11/10/09	AS NOTED
5	11/10/09	AS NOTED
6	11/10/09	AS NOTED
7	11/10/09	AS NOTED
8	11/10/09	AS NOTED
9	11/10/09	AS NOTED
10	11/10/09	AS NOTED

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5	11/10/09	AS NOTED
6	11/10/09	AS NOTED
7	11/10/09	AS NOTED
8	11/10/09	AS NOTED
9	11/10/09	AS NOTED
10	11/10/09	AS NOTED

**AASA** Arthur A. Swallow Associates  
 1800-10000  
 Allentown, PA 18104  
 610-420-6170 Fax 610-820-8417 PA 51876664487  
 www.aasurvey.com

DATE: 11/10/09

**Property Address** 6319 PA ROUTE 309  
 NEW TRIPOLI PA 18066  
**Parcel Viewer** [View in Parcel Viewer](#)  
**Low Number** 6319  
**High Number** 6319  
**Unit/Lot**  
**Sub Division**  
**Tax Authority** HEIDELBERG TOWNSHIP  
**School District** NORTHWESTERN SCHOOL DISTRICT  
**Parcel Id** 543977072710 1  
**Old Parcel Id** 10 E05 007 006 319  
**Tile** 495317  
**Acres/Dimension** 33.4 ACRES  
**Lot Sq Ft** 1454904  
**Utilities** NONE  
**Class** RESIDENTIAL  
**Land Use** SINGLE FAMILY - DETACHED  
**Living Units** 1  
**Zoning** AP  
**Homestead Act 72** You may apply if it is your permanent primary residence.  
**Preferential Land Act** ACT 319  
**Agricultural Easement** AGRICULTURAL EASEMENT  
**Assessment Base Year** 2013

	Exempt Land	274,100
	Exempt Building	0
	Taxable Land	25,200
	Taxable Building	60,300
	Total	359,600
	Taxable Total	85,500

	Mills	Taxes
<b>Taxes</b>	County 3.640000	\$ 311.22
	School 16.613800	\$ 1,420.48

	2019		
	Municipality	1.400000	\$ 119.70
	Total		\$ 1,851.40
<b>Bill Number</b>	1000026		
<b>LC_PropertyAddress</b>	6319 PA ROUTE 309 NEW TRIPOLI PA 18066		

**Property Address** \* PA ROUTE 309  
 NEW TRIPOLI PA 18066  
**Parcel Viewer** [View in Parcel Viewer](#)  
**Low Number** \*  
**High Number** \*  
**Unit/Lot**  
**Sub Division**  
**Tax Authority** HEIDELBERG TOWNSHIP  
**School District** NORTHWESTERN SCHOOL DISTRICT  
**Parcel Id** 543976664482 1  
**Old Parcel Id** 10 E05 013 002 319  
**Title** 495317  
**Acres/Dimension** 67.6289 ACRES  
**Lot Sq Ft** 2945914  
**Utilities** NONE  
**Class** AGRICULTURAL  
**Land Use** VACANT LAND - AGRICULTURAL 50 ACRES AND UP  
**Living Units** 0  
**Zoning** AP  
**Homestead Act 72** You may apply if it is your permanent primary residence.  
**Preferential Land Act** ACT 319  
**Agricultural Easement** AGRICULTURAL EASEMENT  
**Assessment Base Year** 2013

**Total Assessment**  
 Exempt Land 480,400  
 Exempt Building 0  
 Taxable Land 46,300  
 Taxable Building 0  
 Total 526,700  
 Taxable Total 46,300

	<b>Mills</b>	<b>Taxes</b>
County	3.640000	\$ 168.53

	2019		
<b>Taxes</b>	School	16.613800	\$ 769.22
	Municipality	1.400000	\$ 64.82
	Total		\$ 1,002.57
<b>Bill Number</b>	1000025		
<b>LC_PropertyAddress</b>	* PA ROUTE 309 NEW TRIPOLI PA 18066		

TERMS AND CONDITIONS FOR SALE OF CERTAIN REAL ESTATE  
OWNED BY SUSAN L. YENSER AND JUDITH A. APSCHE, HEIDELBERG TOWNSHIP,  
LEHIGH COUNTY, PENNSYLVANIA

Farmstead Dwelling, Barn and Outbuildings –  
Approximately 33.4 Acres +/-: Tax Parcel ID # 543977072710 1

1. The highest bidder shall be deemed the Buyer at the option of the Auctioneer. Should a dispute arise as to the bidding, the property may be immediately offered again at Public Auction between the disputing bidders only, at the option of the Auctioneer.
2. This shall be an auction with reserve, whereby the Seller(s) reserves the right to accept or reject any or all bids received, except as otherwise expressly stated by the Auctioneer at the time of the auction.
3. Neither the Seller(s) nor the Auctioneer make any warranties whatsoever concerning the condition of this property. The Buyer is buying this property based on his/her/their own inspection of the property and not based on any printed or verbal descriptions or representations made by the Seller(s) or the Auctioneer.
4. No bidder shall advance the bidding in an amount less than is acceptable to the Auctioneer.
5. The Seller(s) will produce a special warranty deed, at the time of settlement. The Seller(s) will convey the property by reference to the Assessment Parcel ID noted above, namely Tax Parcel 543977072710 1, and a copy of the relevant portion of the Tax Map will also be attached to the Deed of Conveyance. Furthermore, the Lehigh County Tax Assessment Office has plotted Parcel No. 1, Tract No. 2 on the Deed dated November 7, 2008, recorded in Document Number 7505506, and has opined that the noted parcel, namely Parcel No. 1, Tract No. 2, describes the relevant tax parcel with a metes and bounds description. As such the Deed of Conveyance will contain the metes and bounds description as noted. The metes and bounds description is part of a deed dated November 7, 2008, recorded in Document Number 7505506, from Judith A. Apsche et. al. to Judith A. Apsche a fifty percent (50%) interest as a tenant in common with Susan L. Yenser, the owner of the other fifty percent (50%) interest as a tenant in common. A copy of said deed is attached hereto as Exhibit A. Should the Buyer desire a survey, the Buyer may enter upon the land prior to the date of settlement for the purpose of performing a survey, however, any such survey is to be at the expense of the Buyer. All representations of actual acreage are approximate and are not guaranteed. Should the Recorder of Deeds or the Assessment Office require a current surveyor's description for the parcel, the buyer will arrange to have a survey made of the tax parcel, which survey will then be used in the Deed of Conveyance.

6. The Auctioneer reserves the right to declare a recess at any time during the proceeding of the auction that he deems necessary or appropriate. The auctioneer reserves the right to continue said bidding process upon return from recess conference with Seller(s). The bidder(s) acknowledge that the person with the high bid (either before recess or after) shall be responsible for executing the Sales Agreement document, attached hereto, should the bid be acceptable to the Seller(s).

7. These "Terms and Conditions" shall become a part of the "Sales Agreement" attached hereto.

8. The premises are known as 6319 Route 309, consisting of an old farmstead dwelling, barn and outbuildings, Heidelberg Township, Lehigh County, Pennsylvania. Lehigh County Tax Assessment information pages for the premises are attached as Exhibit B and a copy of the relevant portion of the Tax Map is attached as Exhibit C. Seller(s) make no warranty as to the accuracy of the Tax Assessment information.

9. Five percent (5%) of the purchase price shall be paid at the signing of the Agreement to Steckel & Stopp, Attorneys at Law, attorney for the Seller(s) and, the balance shall be due and payable on or before December 18, 2019, at a settlement (sometimes referred to as "Settlement", "Final settlement", or "Closing" or words of such import) which shall be held at the Lehigh Settlement Services Title Insurance Company office at 4331 Route 309, Schnecksville, PA 18078, or at its office at 125 S. Walnut Street, Suite 280, Slatington, PA 18080, at the option of the Seller(s). Lehigh Settlement Services shall conduct the closing for the Buyer in its role as settlement agent. All deposits and other payments required to be made by the Buyer shall be made by confirmed wire funds, Cashier's Check or certified check. If the Buyer pays in any other fashion, or if any other charges are imposed for handling, processing, or collecting payments made otherwise, such shall be the responsibility of and be paid for by the Buyer. Should the Buyer default, the said deposit shall be paid to Seller(s) as liquidated damages and the real estate may be re-offered for public or private sale. Buyer acknowledges that he/she/they shall not transfer or assign this Agreement without the written consent of the Seller(s). If Buyer assigns the Agreement, Buyer shall be responsible for any additional transfer taxes resulting from the assignment. THIS AGREEMENT IS NOT CONTINGENT UPON THE BUYER'S ABILITY TO PROCURE FINANCING.

10. The premises, components, and appurtenants are being sold subject to recorded building restrictions, easements, and rights of ways, if any, existing zoning regulations and other governmental regulations.

11. The premises shall be free and clear of all liens and encumbrances, except that Buyer agrees to accept title to the premises under and subject to all on record or visible easements, rights of way, roads, public utilities and restrictions against the premises and similar items.

12. All property appurtenant to the premises, electric fixtures, heating and plumbing fixtures, piping and wiring, domestic hot water heater, screens, screen doors, storm windows and doors, if any, is included in this sale. If at the completion of the settlement there are any remaining items of Seller(s)' personal property on the premises, such personal property shall remain with the property and shall become owned by the Buyer and should Buyer not desire to retain same, it becomes the responsibility of the Buyer to remove at his/her/their expense.

13. The title to the premises shall be good and marketable or such as shall be insured by a reputable title insurance company at regular rates.

14. Should there be any damage or destruction to the premises between the date of the acceptance of the bid and the date of closing, any proceeds of insurance with respect to any such loss or damage shall be turned over to the Buyer at closing, to the extent that damages will not have otherwise been remediated by such time and, all parties shall complete their respective closing obligations. Buyer(s) are notified that they may insure their equitable interest in this property as of the time of the acceptance of this Agreement.

15. Possession shall be delivered at Final Settlement, subject however to the tenant farmer's rights to enter onto the premises to harvest and tend any crops planted on the premises prior to the date of the auction sale. The premises are currently subject to a farmland lease with Heidel Hollow Farm, Inc. If the tenant farmer Heidel Hollow Farms, Inc. does plant crops on the premises prior to the date of this auction sale, then, all rents to be paid by the current agricultural tenant, with respect to the current term of the agricultural tenant's rights to use the premises, shall be retained by the Seller(s). To the extent the current tenant farmer plants crops on the premises on or after the date of this auction sale, then rents shall be apportioned to the date of settlement. The Buyer is free to contact the current agricultural tenant, namely Heidel Hollow Farm, Inc. if the Buyer chooses to do so, to make arrangements on a going forward basis with respect to the continuation or a new or changed arrangement with respect to the lease of the premises. Buyer is also notified that per the terms of the current lease with Heidel Hollow Farms, Inc., the Buyer shall have the privilege of cancelling the lease prior to the expiration of the term of the lease provided that the lessee Heidel Hollow Farms, Inc. shall be permitted to harvest any crops which are planted prior to the notice to cancel. A copy of said farmland lease is attached as Exhibit D.

Said premises are supposedly also subject to a Lease dated March 14, 2019 entitled "Water Wheel Farm Market Stand Lease", an unsigned copy of which is attached hereto as Exhibit E.

16. Real estate taxes, municipal and/or other utilities such as water, sewer, garbage, as well as remaining heating and cooking fuel located on the premises as of the date of settlement, if

applicable, shall be apportioned as of the date of settlement. Any fuels remaining on the premises, if any, as of the date of settlement shall be reimbursed by the Buyers to the Seller(s) based upon an estimate of the amount of fuels remaining and also based upon the most recent delivery price of such fuels.

17. The expenses of the conveyance shall be paid as follows:
  - a. Preparation of deed and acknowledgement by the Seller(s).
  - b. State and local transfer taxes by the Seller(s) and Buyer(s) equally.
  - c. All other expense shall be borne by the Buyer(s).

18. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and/or assigns. Should the Buyer fail to perform as provided, the sum paid on account shall be retained by the Seller(s) as liquidated damages and all rights of the Buyer herein shall cease and determine. Should no reputable title insurance company agree to insure the title to said premises as good and marketable at regular rates, the Seller(s) may refund the sum paid on account by the Buyer or, at Seller(s)' option, and at Seller(s)' expense, may take the necessary action to make the title insurable, as aforesaid. THIS AGREEMENT IS NOT CONTINGENT UPON THE BUYER'S ABILITY TO PROCURE FINANCING.

19. The premises, components, and appurtenants are being sold "as is" and "with all faults." The Seller(s) make no representation with respect to the presence or absence of radon, urea formaldehyde, lead paint (see Lead Paint Addendum attached hereto as Exhibit F) or other environmental or offensive matters, if any, affecting or pertaining to the premises. The Buyer acknowledges that the home/dwelling was built prior to 1978 and may contain lead paint. Therefore, attached hereto is a lead paint warning statement which shall be executed by the Buyer.

20. SELLER'S DISCLOSURE:

a. The Seller(s) have completed a Disclosure and same is attached to these Terms and Conditions and marked Exhibit G.

b. The Seller(s) have completed a Lead Based Paint Addendum and same is attached to these terms and conditions as Exhibit F.

21. As a condition of these Terms and Conditions of Sale and the attached Sales Agreement, the Seller(s) require that Buyer uses Lehigh Settlement Services as the Buyer's closing agent.

\* NOTICE: Should an individual become the Buyer with religious principals against insurance, particularly title insurance, then, the settlement shall be conducted through the law office of Steckel and Stopp which shall issue an opinion of title in lieu of title insurance at the Buyer's request.



22. MISCELLANEOUS PROVISIONS: Even though this Agreement is **not** contingent upon or subject to the Buyer's ability to achieve financing, should the Buyer elect to apply for financing, any inspections required by Buyer's lender shall be done at the expense of Buyer. The inclusion of this paragraph in the Agreement shall not alter the fact that the Buyer's obligation to complete closing is not subject to the Buyer's ability, or inability to procure financing. Furthermore, the Buyer acknowledges that should any lending institution require a termite, radon, water, septic or electrical inspection, any inspection or recommended correction shall be at the expense of the Buyer. Should any local governing body require a pre-occupancy permit, or similar permit, any requirements and costs related thereto shall be the responsibility of the Buyer.

23. Under the provisions of the PA Sewage Facilities Act, the following paragraph is included in these Terms and Conditions/Agreement of Sale as required by law:

NOTICE TO BUYER REQUIRED BY GENERAL ASSEMBLY ACT NO. 280 (1976) AMENDING 35 P.S. 750, et seq. There is no community sewage system available and a permit for an individual sewage system will have to be obtained pursuant to Section 7, Act of 1966, Jan. 24, P.L. (1965) 1535, as amended by Act of 1974, July 22, P.L. 621. The Buyer(s) shall contact the local agency charged with administering this Act before signing the contract to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained.

24. THE PROPERTY IS SUBJECT TO AND WILL BE CONVEYED UNDER AND SUBJECT TO THE NOTED COVENANTS AND AGREEMENTS.

The subject premises are being sold under and subject to the following preferential agricultural covenants and assessments:

a. The premises are currently under and subject to preferential tax assessment pursuant to Pennsylvania Act 319 (often referred to as "Clean and Green"). This results in favorable tax assessment of all or portions of the property for agricultural purposes. If the premises are used or developed in such a fashion as to violate the terms of the preferential tax assessment, breaches of the applicable agricultural covenant(s) as may be determined and rollback taxes as defined by the Farmland Assessment Act 72 P.S. § 5490.3 et seq. ("Act 319") or 72 P.S. § 5511.10 et seq. ("Act 515"), or their successor or similar laws may occur.

b. To the extent the Buyer uses or develops the land in violation of the preferential agricultural covenants and assessments as mentioned, or otherwise fails to maintain the premises' eligibility for the identified preferential treatment, or acts otherwise for which penalties or breach amount may or will occur, Buyer agrees to indemnify and hold Seller(s) and Seller(s)' heirs, executors, administrators, successors and/or assigns, harmless from any and all liability, negative impact, back taxes, rollback taxes, or any liability whatsoever created as a result of the Buyer's

breach. Buyer's obligation to indemnify Seller(s) shall extend to Buyer paying for any attorney fees that the Seller(s) may incur in enforcing this provision or otherwise defending Seller(s) from assessment of additional taxes or liabilities as a result of Buyer's breach. The Buyer shall be responsible for maintaining the property in compliance with the referenced preferential agricultural covenants and assessments.

25. The parties hereby bind themselves, their heirs, executors, administrators, successors and/or assigns to the faithful performance of the Agreement by the date of Closing aforesaid, said time to be of the essence of this Agreement unless extended by mutual consent in writing.

26. Tender of an executed deed and purchase money is hereby waived.

27. This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record and if recorded by the Buyer without the Seller(s)' written consent, that shall be deemed a default on the part of the Buyer.

28. This Agreement contains the whole agreement between the Seller(s) and the Buyer(s) and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. All provisions are included in this Agreement and no modifications or changes or alterations shall apply except by a written document entered into by all applicable parties.

29. Notwithstanding any presumption to the contrary, all covenants, conditions and representations contained in this Agreement which, by their nature, impliedly or expressly involve performance in any particular, after settlement, or which cannot be ascertained to have been fully performed until after settlement, shall survive settlement.

30. NOTIFICATION TO BUYER(S): The Seller(s) wish to advise Buyer(s) that the premises have been used for farming and agricultural activities likely including the use of various chemicals and/or other substances used in agricultural business. Furthermore, certain farm and other agricultural equipment customarily used in agricultural business has been, or has likely been, used on the subject property which equipment uses, contains and/or requires gasoline, petroleum, and/or other products which likely have been stored and/or used on the premises. The Seller(s) make no warranties or representations concerning the matters noted in this paragraph, only to advise and inform the Buyer(s).

31. Should the Buyer under this Agreement also be a Buyer in any other collateral Agreement for premises offered for sale at the same auction sale, and should Buyer default on one Agreement, at Seller(s)' option, such may be treated as a default upon all Agreements entered into by Buyer. Closing for any Agreement on the various parcels being offered for sale at the noted

auction sale, shall be such that should one Buyer be the Buyer under more than one Agreement for more than one of the various parcels offered for sale, the closing/settlement shall occur simultaneously.

32. LIKE-KIND EXCHANGE: Seller(s), either of them or both of them, may decide to effect an Internal Revenue 1031 Like-Kind Exchange. Buyer agrees to cooperate with the Seller(s) in effecting a Like-Kind Exchange, so long as Buyer will not incur any additional costs pertaining to same. If requested by Seller(s), either of them or both of them, the parties shall enter into a Novation Agreement identical to this Agreement (if needed to effect the 1031 Exchange) or as necessary to limit transfer taxes.

33. Inheritance Tax Note – The Estates of prior owners, George Wolstenholme and/or Esther Wolstenholme may have elected certain Inheritance Tax reduction options typically known as Special Farmland valuation. The last of Esther Wolstenholme and George Wolstenholme to die was Esther Wolstenholme's death on May 21, 2007. Buyers are advised that the recapture period for breach for these specific special inheritance tax elections expired as of May 21, 2014 and therefore such is not an issue with respect to this sale. This paragraph is not meant to limit any other provisions of this Agreement with respect to other such provisions relating to the real estate.

34. The premises are subject to a certain Agricultural Conservation Easement dated April 7, 2009 filed at Instrument #2009012194, a copy of which is attached to this Agreement as Exhibit H. The Buyer agrees to accept title subject to the provisions of said Agricultural Conservation Easement. The ability to establish a residential dwelling under the provisions of the Agricultural Conservation Easement is not allocated by the Seller(s) to this parcel being sold, namely the 33.4 acres +/- per tax assessment records. Instead it has or will be allocated to the 67.6289 acre parcel owned by Seller(s). A provision to this effect shall be included in the Deed of Conveyance.

SALES AGREEMENT BETWEEN:

By: \_\_\_\_\_ (Seller)  
Susan L. Yenser

By: \_\_\_\_\_ (Seller)  
Judith A. Apsche

SALES AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
between Susan L. Yenser and Judith A. Apsche hereinafter called "Sellers";  
and \_\_\_\_\_,  
hereinafter called "Buyer" \_\_\_\_\_ of

(Phone) (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

(Buyer's SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_)

COPY

WITNESS THAT the Sellers agree to sell and convey and Buyer agrees to purchase all that certain property described in the attached Terms and Conditions of Sale for Parcel ID #543977072710 1 (approximately 33.4 acres +/-), under the Terms and Conditions referred to in the attached Terms and Conditions of Sale together with the following additional terms:

The purchase price is \_\_\_\_\_, five percent (5%) of which has been paid at or before the signing of this document and the balance of which shall be due at the time of settlement.

\_\_\_\_\_(Buyer) \_\_\_\_\_(Buyer)

The Sellers' signature on the Terms and Conditions of Sale are incorporated in this Agreement.

EXHIBIT A

AS PREPARED BY AND RETURN TO:  
STECKEL AND STOPP  
125 SOUTH WALNUT STREET  
SLATINGTON PA 18080  
PHONE: 610-767-2757  
Our File: E07-33  
CWS/kbk/lg

MAIL

## CONSOLIDATION DEED

THIS INDENTURE made this 7 day of November, 2008.

### BETWEEN

JUDITH A. APSCHÉ, widow; and SUSAN L. YENSER and MICHAEL R. YENSER, her husband, and JUDITH A. APSCHÉ AND SUSAN L. YENSER, EXECUTRICES OF THE ESTATE OF ESTHER A. WOLSTENHOLME, Deceased, Parties of the First Part;  
GRANTORS,

### A N D

JUDITH A. APSCHÉ, a fifty (50%) interest, and as a tenant in common with SUSAN L. YENSER, a fifty (50%) interest, Parties of the Second Part; GRANTEES,

### WITNESSETH

That for and in consideration of the sum of ONE AND 001/00 (\$1.00) DOLLAR, lawful money of the United States of America, unto them well and truly paid by the Parties of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and



confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Parties of the Second Part, their heirs and assigns, as follows:

PARCEL NO. 1

ALL THOSE CERTAIN messuages, tenements, and three (3) tracts of land situate in the Township of Heidelberg, County of Lehigh, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

ALL THAT CERTAIN tract or piece of land, BEGINNING at a stone; thence by land now or late of Michael Wehr, North seventy-seven (77) degrees West, thirty-five and three-tenths (35.3) perches to a stone, and North three (03) degrees East, nineteen (19) perches to a cherry tree, and North eighty-six and one-half (86-1/2) degrees East, sixty-two and five-tenths (62.5) perches to a post, and North nineteen and one-half (19-1/2) degrees East, twelve and four-tenths (12.4) perches to a post; thence by land now or late of Abraham Rex, North sixty-two (62) degrees East, six and five-tenths (6.5) perches to a stone, and South eighty-six and one-half (86-1/2) degrees West, five (05) perches to a post, and South four (04) degrees East, two (02) perches to a post, and South eighty-seven (87) degrees West, three (03) perches to a stone, and North one (01) degree West, two (02) perches to a post, South eighty-six and one-half (86-1/2) degrees West, twenty-three (23) perches; thence by land now or late of Michael Wehr, South seventy-five (75) degrees West, fifty-three and seven-tenths (53.7) perches to a post, and South eighty-two (82) degrees West, forty-one (41) perches to a stone, and North seventy-five (75) degrees West, twenty-one (21) perches to a stone; thence by land now or late of Daniel Schneider, South twenty and three-fourths (20-3/4) degrees East, sixty-two and four-tenths (62.4) perches to a post; thence by land now or late of Jacob Gressley, South seventy-five (75) degrees East, thirty-three and seven-tenths (33.7) perches to a stone; thence by land now or late of John Kressley, North seventy-three (73) degrees East, forty-six and four-tenths (46.4) perches to the place of beginning.

CONTAINING thirty-three (33) acres and one hundred fifty-two (152) perches strict measure.

TRACT NO. 2

On which the builds are erected BEGINNING at a stone; thence by land now or late of Alvin B. Peter, South nine and three-quarters (9-3/4) degrees East, sixty-two and one-tenth (62.1) perches to a post; thence by land now or late of George A. Wehr, North eighty-two and one-half (82-1/2) degrees East, thirty-eight and five-tenths (38.5) perches to a post, by the same, North seventy-five (75) degrees East, fifty and two-tenths (50.2) perches to a post; thence by land now or late of Joel A. Wehr, North twenty-one (21) degrees West, seventy-five and two-tenths (75.2) perches to a post; thence by land now or late of Isadore Hamm, South sixty-nine (69) degrees West, seventy-six and four-tenths (76.4) perches to the place of beginning.

CONTAINING thirty-five (35) acres and one hundred twenty-five (125) perches, be the same, more or less.

TRACT NO. 3

BEGINNING at a stone; thence by land now or late of George A. Wehr, South three (03) degrees West, nineteen (19) perches to a post; thence by the same, South twenty-six and three-quarters (26-3/4) degrees East, thirty-six (36) perches to a post; thence by land now or late of Lewis P. German, North seventy-nine and three-quarters (79-3/4) degrees East, thirty-two and three-tenths (32.3) perches to a stone; thence by the same, South twenty-eight (28) degrees East, sixty and nine-tenths (60.9) perches to a corner; thence by land now or late of Edwin B. Snyder, North sixty-two and one-half (62-1/2) degrees East, twenty-one (21) perches to a stone; thence by the same, North three and three-quarters (3-3/4) degrees West, forty-eight and two-tenths (48.2) perches to a stone; thence by the same, North eighty-five (85) degrees East, twenty and five-tenths (20.5) perches to a stone; thence by the same, South eight and one-half (8-1/2) degrees East, twenty-seven and one-tenth (27.1) perches to a stone; thence by the same, South twenty-nine and three-quarters (29-3/4) degrees West, twenty (20) perches to a stone; thence by land now or late of Franklin Kocher, North sixty-one and one-quarter (61-1/4) degrees East, sixteen and three-tenths (16.3) perches to a stone; thence by the same, South two and one-half (2-1/2) degrees East, nine and three-tenths (9.3) perches to a stone; thence by land now or late of Henry Sittler, North nineteen (19) degrees East, thirty-three and eight-tenths (33.8) perches to a post; thence by land now or late of Phaon W. Bittner, North eighty-nine (89) degrees West, five and five-tenths (5.5) perches to a stone; thence by the same, North three and three-quarters (3-3/4) degrees East, thirty-three and nine-tenths (33.9) perches to a black oak; thence partly by the same and land now or late of Joel Wehr, North sixty-two and one-quarter (62-1/4) degrees West, sixty-eight (68) perches to a stone; thence by land now or late of George A. Wehr, South twenty (20) degrees West, twelve and six-tenths (12.6) perches to a stone; thence by the same, South eighty-six and one-quarter (86-1/4) degrees West, sixty-two and five-tenths (62.5) perches to the place of beginning.

CONTAINING forty-seven (47) acres and one hundred thirty-seven (137) perches, more or less.

LESS AND EXCEPTING:

A conveyance to Albert V. Rauch and Helen M. Rauch, his wife, by deed dated August 7, 1954 and recorded in Deed Book Volume 832, page 581 for 1.31 acres.

A conveyance to Harold Geiger and Ruth Geiger, husband and wife, by deed dated March 31, 1961 and recorded in Deed Book Volume 986, page 452, for 32,198 square feet.

A conveyance to Helen M. Rauch by deed dated June 8, 1967 and recorded in Deed Book Volume 1098, page 640 for 20,100 square feet.



A conveyance to Michael R. Yenser and Susan L. Yenser, his wife, by deed dated July 19, 1972 and recorded in Deed Book Volume 1164, page 256 for 1.398 acres.

PARCEL NO. 2

ALL THAT CERTAIN messuage, tenement, and lot or piece of ground situate in the Township of Heidelberg, County of Lehigh, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of the intersection of State Highway Legislative Route 39062 and Route 309; thence in a northerly direction along Route 309, a distance of approximately three hundred fifty (350') feet; thence in a northerly direction along lands now or late of George C. and Esther A. Wolstenholme, a distance of approximately three hundred (300') feet, more or less; thence in an easterly direction to a point on the State Highway Legislative Route 39062, said point being a distance of approximately eight hundred ten (810') feet from the intersection of Route 309 and said Legislative Route 39062; thence in a southerly direction along said Legislative Route 39062, a distance of approximately eight hundred ten (810') feet to the intersection or place of beginning.

CONTAINING four (4) acres, more or less.

PARCEL NO. 3

Lehigh County Tax Map Parcel 10 E05-008-004 in the Township of Heidelberg, consisting of 2.4 acres, in the County of Lehigh, and Commonwealth of Pennsylvania.

BEING PART OF THE SAME PREMISES which the Lehigh County Assessment Office believes is derived from Deed Book Volume 244, page 50.

BEING THE SAME PREMISES which were conveyed to Esther A. Wolstenholme, Judith A. Apsche, and Susan L. Yenser by deed dated August 5, 1997 and recorded August 8, 1997 in Lehigh County Deed Book Volume 1590, page 0418.

ALSO, BEING THE SAME PREMISES wherein Judith A. Apsche and Susan L. Yenser, Executrices of the Estate of Esther A. Wolstenholme, deceased, granted and conveyed the entire remaining interest held by the Estate of Esther A. Wolstenholme to Judith A. Apsche and Susan L. Yenser (by document 7466277), and which the effect of both noted deeds is that a 50% interest is now held by Judith A. Apsche, as a tenant in common with Susan L. Yenser, a 50% interest, and which said deed is dated February 19, 2008 and recorded February 25, 2008 in Document Identification Number 7466277. In this deed it was noted that upon the death of George C. Wolstenholme on September 23, 1995 the absolute fee simple title vested in Esther A. Wolstenholme, as surviving tenant by the entireties, which survivorship feature applied to the interest of Esther A. Wolstenholme not disclaimed as referred to in the disclaimer and renunciation language referred to in Deed Book Volume 1590, page 418.

LESS AND EXCEPTING THE FOLLOWING:

Tract of land containing 75,381.93 square feet, or 1.7305 acres, conveyed by deed dated June 23, 2006 from Esther A. Wolstenholme, widow, by her Agent, Michael R. Yenser, appointed by Power of Attorney, dated April 27, 2004 and Judith A. Apsche, widow; and Susan L. Yenser, married, each with a one-third interest, as tenants-in-common, to First Star Bancorp, Inc, a Pennsylvania corporation, said deed recorded June 30, 2006 in Document Identification Number 7351089.

ALSO, BEING THE SAME PREMISES which Esther A. Wolstenholme, widow, by her Agent, Michael R. Yenser, appointed by Power of Attorney dated April 27, 2004 and Judith A. Apsche, widow; and Susan L. Yenser, married, each with a one-third interest, as tenants-in-common, granted and conveyed to Esther A. Wolstenholme, widow; Judith A. Apsche, widow; and Susan L. Yenser, married, each with a one-third interest as tenants-in-common, by deed dated June 23, 2006 and recorded June 30, 2006 in the Office for the Recording of Deeds in and for Lehigh County in Document Identification Number 7351090. Said deed/transfer conveyed 2,945,914.18 square feet, or 67.6289 acres "from three individuals to themselves for the purposes of clarifying the remaining parcel property."

THE EFFECT OF THE WITHIN DEED, therefore, is to consolidate into one deed, the entire ownership, and the entire premises as stated in the grantee clause herein, and as conveyed in Document Identification Number 7466277 recorded February 25, 2008, less and excepting the adverse as conveyed in Document Identification Number 7351089 recorded June 30, 2006 together with other noted conveyances referred to herein, and which new legal description as described in Document Identification Number 7351090 recorded June 30, 2006, for the portion of the premises affected by the noted subdivision plan for this "Consolidated Deed" is described as follows:

ALL THAT CERTAIN tract of land situate in the Township of Heidelberg, County of Lehigh, and the Commonwealth of Pennsylvania (as shown on a final minor subdivision plan entitled "Esther A. Wolstenholme," prepared by Lehigh Engineering, dated 04/03/06 and recorded as Document ID #7347522 on 06/14/06), bounded and described as follows, to wit:

BEGINNING at a point along the centerline of S. R. 100, said point being located at the intersection of the centerline of Werley's Corner Road (S. R. 4019) and the lands herein described; thence

1. South sixty-three (63) degrees twenty-two (22) minutes fifty (50) seconds West, four hundred thirty-five and fifty-four hundredths (435.54') feet in and along the centerline of Werley's Corner Road (S. R. 4019) to a point; thence

2. North twenty-nine (29) degrees thirty-two (32) minutes fifty-four (54) seconds West, two hundred seventeen and eighty hundredths (217.80') feet along lands now or formerly of Frederick H. Duld and David Rhonda to a concrete monument; thence
3. North twenty-four (24) degrees twelve (12) minutes one (01) second West, seven hundred seventy-nine and five hundredths (779.05') feet along lands now or formerly of David P. and Pamela A. Kerschner to a concrete monument; thence
4. South eighty-three (83) degrees forty-one (41) minutes twenty-eight (28) seconds West, five hundred thirty-two and ninety-five hundredths (532.95') feet along the same lands to a concrete monument; thence
5. South seventy-six (76) degrees fifty-six (56) minutes twenty-eight (28) seconds West, seven hundred sixty-five and sixty hundredths (765.60') feet along the same lands to a concrete monument; thence
6. North seventy-one (71) degrees three (03) minutes thirty-two (32) seconds West, five hundred sixty-three and eleven hundredths (563.11') feet along the same lands to a concrete monument; thence
7. North seventeen (17) degrees four (04) minutes five thousand one hundred thirty-six (5,136) seconds West, one thousand thirty-four and fourteen hundredths (1,034.14') feet along lands now or formerly of the following: Paul J. and Linda M. Kovalchik, Timothy S. and Tammy S. Wessner, and Gary C. and Cheryl A. Mengel, and crossing the paved roadway of S. R. 309 to a point; thence
8. South seventy-three (73) degrees forty-three (43) minutes thirty-six (36) seconds East, forty-four and forty-six hundredths (44.46') feet along north side of the paved roadway and lands now or formerly of David A. and Karen F. Bivans to a point; thence
9. Along an arc curving to the left having a radius of one thousand seven hundred twenty-four (1,724.00') feet, and an arc length of two hundred eight and twenty hundredths (208.20') feet, a tangent of two hundred eight and twenty hundredths (208.20') feet, and a delta angle of thirteen (13) degrees – forty-six (46) minutes – twenty (20) seconds (long chord South eighty (80) degrees thirty-two (32) minutes twenty-six (26) seconds East, four hundred thirteen and forty hundredths (413.40') feet) along the same to a point; thence
10. South seven (07) degrees fourteen (14) minutes thirty-six (36) seconds East, thirty-five and eight hundredths (35.08') feet crossing the paved roadway of S. R. 309 to a point; thence

11. North eighty-six (86) degrees fifty-six (56) minutes forty-one (41) seconds East, five hundred eighty-three and thirty-three hundredths (583.33') feet in and along the paved roadway of S. R. 309 to a point; thence
12. North seventy-eight (78) degrees twenty-three (23) minutes fifty-four (54) seconds East, eight hundred eighty-six and five hundredths (886.05') feet in and along the paved roadway to S. R. 309 to a point; thence
13. South fifty-eight (58) degrees eighteen (18) minutes fifty-six (56) seconds East, three hundred sixty-one and forty-six hundredths (361.46') feet along lot 2 of the above mentioned subdivision to a concrete monument; thence
14. North seventy-seven (77) degrees forty-one (41) minutes zero (00) seconds East, three hundred eighty-one and seventy-one hundredths (381.71') feet along the same lot to a point; thence
15. South twelve (12) degrees sixteen (16) minutes forty-five (45) seconds East, twenty-three and eighty-one hundredths (23.81') feet in and along the centerline of S.R. 100 to the aforementioned point; thence
16. South eleven (11) degrees fifty (50) minutes thirty-nine (39) seconds East, one thousand six hundred forty-two and five hundredths (1,642.05') feet in and along the same centerline to the aforementioned point and place of beginning.

CONTAINING 2,945,914.18 square feet, or 67.6289 acres.

**TRANSFER TAX EXEMPT:**

This is a transaction between siblings, and is also a consolidation deed to establish in one deed the acquisition of title in the grantees by several prior deeds.

**TOGETHER** with all and singular, the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever in law, equity, or otherwise howsoever, of, in, to, or out of the same.

**TO HAVE AND TO HOLD** the said hereditaments and premises hereby granted and conveyed, or mentioned and intended so to be, with the appurtenances, unto the said Parties of the Second Part, their heirs and assigns, to and for the only proper use and behoof of the said Parties of the Second Part, their heirs and assigns, forever.

**AND** the said Parties of the First Part, as aforesaid, do covenant, promise and agree, to and with the said Parties of the Second Part, their heirs and assigns, that they the said Parties of the First Part have not done committed, or knowingly or willing suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall, or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

**IN WITNESS WHEREOF** the said Parties of the First Part, have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

~~Judith A. Apische~~ ~~Judith A. Apische~~ SEAL  
JUDITH A. APSCHÉ, INDIVIDUALLY  
AND AS EXECUTRIX OF THE ESTATE OF  
ESTHER A. WOLSTENHOLME, DECEASED

*B. Kemp*  
*Kathryn*

*Susan L. Yenser* SEAL  
SUSAN L. YENSER, INDIVIDUALLY  
AND AS EXECUTRIX OF THE ESTATE OF  
ESTHER A. WOLSTENHOLME, DECEASED

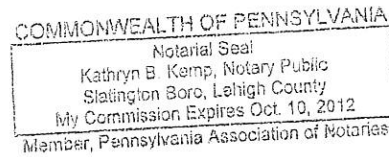
*Michael R. Yenser* SEAL  
MICHAEL R. YENSER

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) : ss.  
 )  
COUNTY OF LEHIGH )

On this 7 day of November, 2008, before me, the undersigned officer, personally appeared JUDITH A. APSCHE, widow, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF ESTHER A. WOLSTENHOLME, DECEASED, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Indenture, and acknowledged that she executed the same for the purpose therein contained.

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

Kathryn B. Kemp

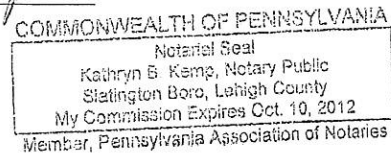


COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) : ss.  
 )  
COUNTY OF LEHIGH )

On this 7 day of November, 2008, before me, the undersigned officer, personally appeared SUSAN L. YENSER, married, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF ESTHER A. WOLSTENHOLME, DECEASED, and her husband, MICHAEL R. YENSER known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Indenture, and acknowledged that they executed the same for the purpose therein contained.

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

Kathryn B. Kemp



I HEREBY CERTIFY that the precise residence/post office address of the Grantees herein is:  
6023 Route 100, New Tripoli, PA 18066

Charles W. Stopp/ck  
Agent for Grantees



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
POST OFFICE BOX 3910  
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX  
STATEMENT OF VALUE

See Reverse for Instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	7505506
Page Number	
Date Recorded	11-10-08

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name: Steckel and Stopp, Esquires Telephone Number: \_\_\_\_\_  
 Area Code ( 610 ) 760-1645  
 Street Address: 125 S. Walnut Street, Suite 210 City: Slatington State: PA Zip Code: 18080

**B. TRANSFER DATA**

Grantor(s)/Lessor(s): Judith A. Apsche & Susan L. Yenser, Executrices, Estate of Esther A. Wolstenholme, Deceased, and Individually  
 Street Address: C/O 6023 Route 100 City: New Tripoli State: PA Zip Code: 18066  
 Date of Acceptance of Document: \_\_\_\_\_  
 Grantee(s)/Lessee(s): Judith A. Apsche and Susan L. Yenser  
 Street Address: 6023 Route 100 City: New Tripoli State: PA Zip Code: 18066

**C. PROPERTY LOCATION**

Street Address: 6319 Route 309 County: Lehigh School District: Northwestern City, Township, Borough: Heidelberg Township Tax Parcel Number: 543977072710-1, and four others, see attachment

**D. VALUATION DATA**

1. Actual Cash Consideration 1.00	2. Other Consideration + -0-	3. Total Consideration = 1.00
4. County Assessed Value See Schedule attached for	5. Common Level Ratio Factor x the five (5) parcels	6. Fair Market Value = See attached

**E. EXEMPTION DATA**

1a. Amount of Exemption Claimed: 100%  
 1b. Percentage of Interest Conveyed: 100%

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession (Name of Decedent) \_\_\_\_\_ (Estate File Number) \_\_\_\_\_
  - Transfer to Industrial Development Agency.
  - Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
  - Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_
  - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
  - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
  - Corrective deed (Attach copy of the prior deed).
  - Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
  - Other (Please explain exemption claimed, if other than listed above.) Transfer between siblings

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: Charles W. Stopp /kk Date: 11/7/08

REALTY TRANSFER TAX  
STATEMENT OF VALUE

D. VALUATION DATA

5. Common Level Ratio Factor: 3.70

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<u>PIN Number</u>	4. <u>County Assessed Value</u>	6. <u>Fair Market Value</u>
543977072710 1	121,400.00	449,180.00
543987912721 1	25,600.00	94,720.00
543996356132 1	13,200.00	48,840.00
543997021746 1	12,000.00	44,400.00
543976664482 1	117,950.00	436,415.00





EXHIBIT B

Search Result Print View - Public

Street View



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**Property Overview**

	2019		
<b>Owner Name</b>	APSCHE JUDITH A & SUSAN L YENSER		
<b>Owner Address</b>	6023 PA ROUTE 100 NEW TRIPOLI PA 18066-2034		
<b>Property Address</b>	6319 PA ROUTE 309 NEW TRIPOLI PA 18066		
<b>Parcel Viewer</b>	<b>View in Parcel Viewer</b>		
<b>Low Number</b>	6319		
<b>High Number</b>	6319		
<b>Unit/Lot</b>			
<b>Sub Division</b>			
<b>Tax Authority</b>	HEIDELBERG TOWNSHIP		
<b>School District</b>	NORTHWESTERN SCHOOL DISTRICT		
<b>Parcel Id</b>	543977072710 1		
<b>Old Parcel Id</b>	10 E05 007 006 319		
<b>Tile</b>	495317		
<b>Acres/Dimension</b>	33.4 ACRES		
<b>Lot Sq Ft</b>	1454904		
<b>Utilities</b>	NONE		
<b>Class</b>	RESIDENTIAL		
<b>Land Use</b>	SINGLE FAMILY - DETACHED		
<b>Living Units</b>	1		
<b>Zoning</b>	AP		
<b>Homestead Act 72</b>	You may apply if it is your permanent primary residence.		
<b>Preferential Land Act</b>	ACT 319		
<b>Agricultural Easement</b>	AGRICULTURAL EASEMENT		
<b>Assessment Base Year</b>	2013		
	Exempt Land	274,100	
	Exempt Building	0	
	Taxable Land	25,200	
	Taxable Building	60,300	
	Total	359,600	
	Taxable Total	85,500	
		<b>Mills</b>	<b>Taxes</b>
	County	3.640000	\$ 311.22
<b>Taxes</b>	School	16.613800	\$ 1,420.48

	2019		
	Municipality	1.400000	\$ 119.70
	Total		\$ 1,851.40
<b>Bill Number</b>	1000026		
<b>LC_PropertyAddress</b>	6319 PA ROUTE 309 NEW TRIPOLI PA 18066		

**Basic Residential Profile**

	2019
Type of Residence	SINGLE FAMILY - DETACHED
Number of Stories	2 STORY
Type of Construction	ALUMINIUM/VINYL
Type of Basement	FULL
Type of Heating/Cooling	BASE
Type of Garage	NONE
Number of Full Bathrooms	1
Number of Half Bathrooms	0
Fireplaces	0
Square Feet	2352
Year Built	1867
Pool	NO POOL
Implement Buildings	(2) OUTBUILDINGS

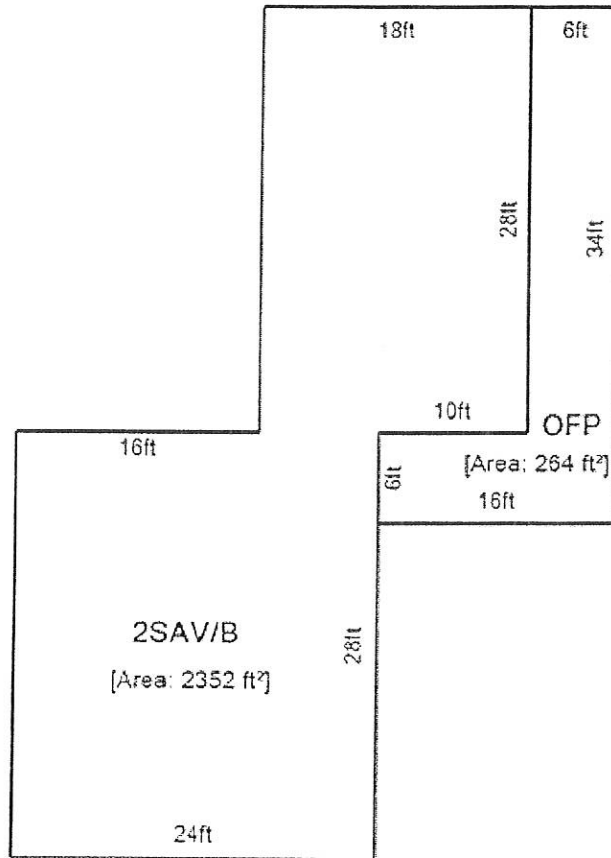
**Residential Profile Data With No Influence on Assessment Value**

	2019
Total Rooms	7
Number of Bedrooms	3
Family Rooms	0

**Sales History**

Sale Date	Owner Name	Document Id	Sale Price
11/2008	APSCHE JUDITH A & SUSAN L YENSER	7505506	\$ 1
02/2008	APSCHE JUDITH A & SUSAN L YENSER	7466277	\$ 1
08/1997	WOLSTENHOLME ESTHER A ET AL	1590/0418	\$ 1
04/1997	WOLSTENHOLME ESTHER A ET AL	1583/0104	\$ 1
00/0000	WOLSTENHOLME GEORGE C & ESTHER A	0612/0381	\$ 0

**Footprint**



The building sketch represents the actual exterior measurement of the structure as measured from the outside. The sketch will show any attached areas and will be labeled with a descriptive code. Measurements are rounded to the nearest foot. Certain sketch dimensions and angles are drawn in approximation to their actual measurements.

The total square-foot area includes only the assessed living area of a residential structure, generally areas that are heated and/or cooled. Living area does not include porches, decks, patios, or garages.

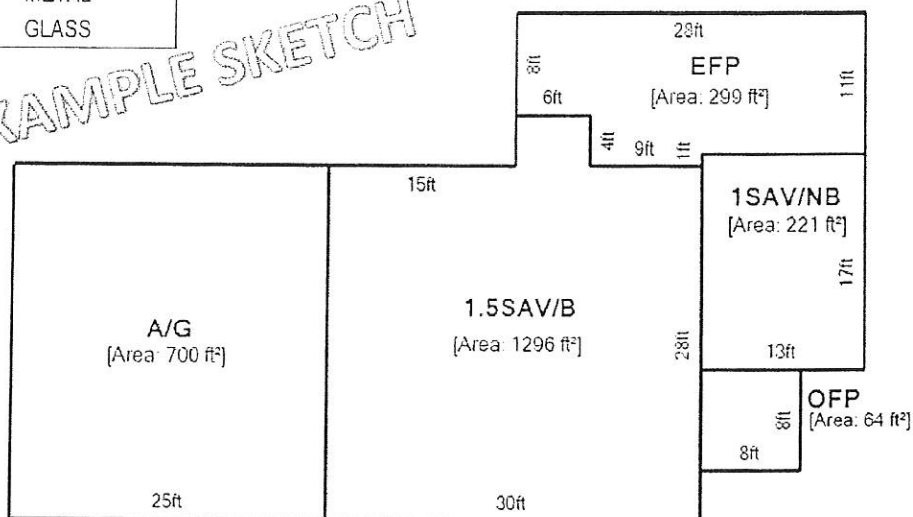
Some of the common abbreviations are listed below for reference:

BUILDING STYLE	
CODE	DESCRIPTION
1S	1 STORY
1.5S	1½ STORY
2S	2 STORY
2.5S	2½ STORY
3S	3 STORY
3.5S	3½ STORY
B-L	BI-LEVEL
S-L	SPLIT-LEVEL

CODE	DESCRIPTION	CODE	DESCRIPTION
A	ATTIC	IGP	INGROUND POOL
BAL	BALCONY	LD	LOADING DOCK
B	BASEMENT	MP	MASONRY PATIO
BAY	BAY	MS	MASONRY SLAB
BSG	BASEMENT GARAGE	NB	NO BASEMENT
BW	BREEZEWAY	NA	NOT ADDED
BLT	BUILT	NI	NOT INCLUDED
CP	CARPORT	OFP	OPEN FRAME PORCH
CPY	CANOPY	OMP	OPEN MASONRY PORCH
CC	CATHEDRAL CEILING	OH	OVERHANG
CRLS	CRAWL SPACE	PB	PART BASEMENT
DECK	DECK	PW	PARTY WALL
EFP	ENCLOSED FRAME PORCH	RECRM	RECREATION ROOM
EMP	ENCLOSED MASONRY PORCH	S	SHED
FB	FINISHED BASEMENT	SQFT	SQUARE FOOT
FDN	FOUNDATION	STRG	STORAGE
G	GARAGE	UFB	UNFINISHED BASEMENT
GH	GREENHOUSE	WD	DECK

EXTERIOR	
CODE	DESCRIPTION
AV, A, V	ALUMINUM OR VINYL
B	BRICK
B&F	BRICK & FRAME
BFR	BRICK FRONT
BTR	BRICK TRIM
C	CONCRETE
CB	CONCRETE BLOCK
F, FR	FRAME
ST	STONE
SD	STUCCO OR DRYVIT
MTL	METAL
GL	GLASS

EXAMPLE SKETCH

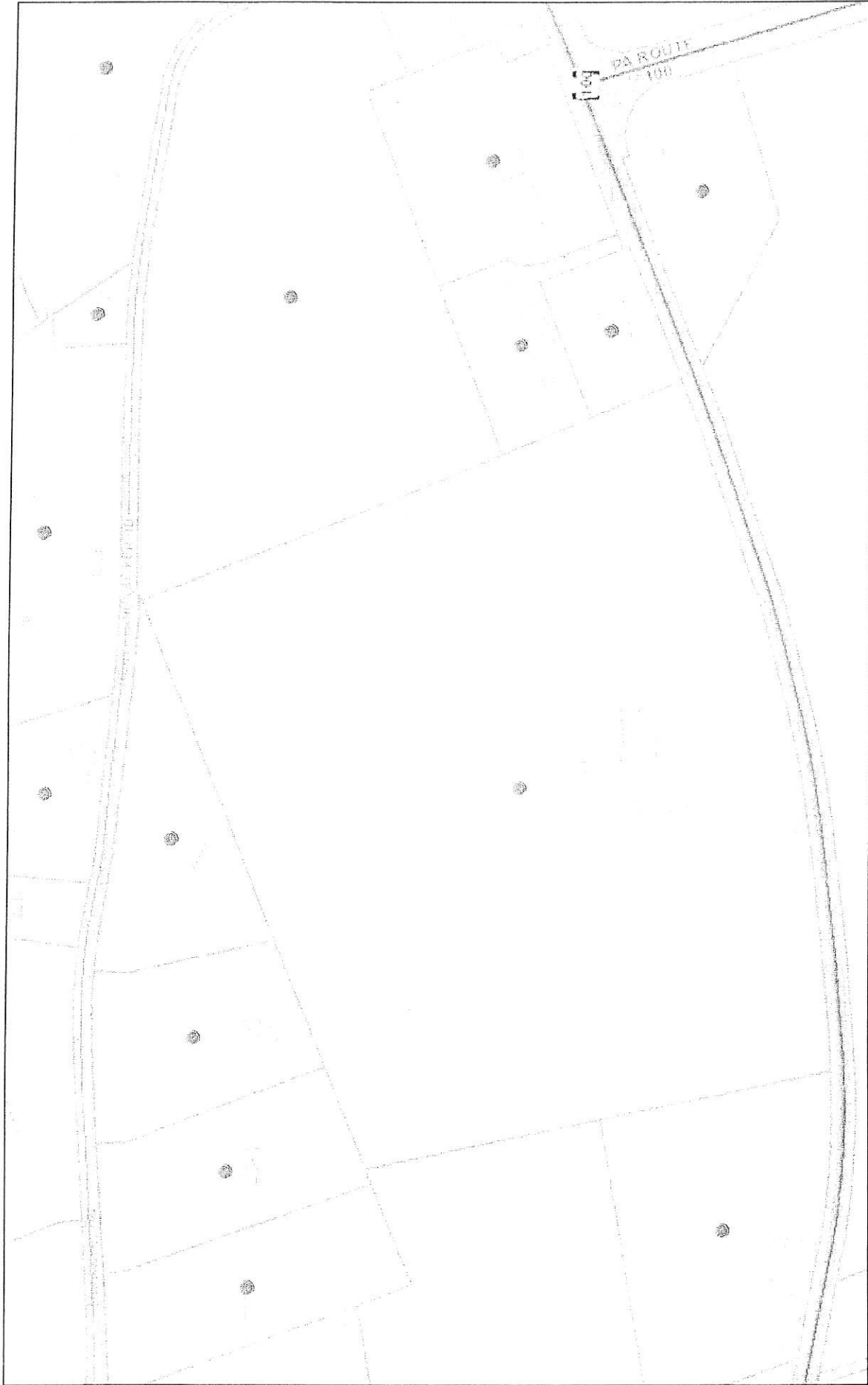


Information on this site is used for tax assessment purposes only and is subject to change without prior notice. The County of Lehigh Assessment Office assumes no responsibility for the use of the information for any other purpose. The use of information for any other purpose other than for tax assessment purposes is the sole and exclusive responsibility of the individual or entity using the information.

EXHIBIT C



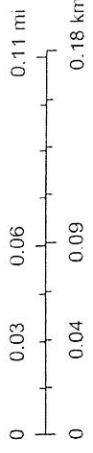
# Lehigh County Parcel Viewer



February 14, 2019

- Parcels - Owner Data
- Parcels - Site Data

1:4,514



Lehigh County GIS, Lehigh County IT, Sources: Esri, HERE, Garmin.

EXHIBIT D

# LEASE AGREEMENT

This lease effective the 1st day of January, 2018 by and between Judith Apsche of Bittersweet Road, Levittown, PA and Susan Yenser of Route 100, New Tripoli, PA 18066 LESSORS, party of the first part, and Heidel Hollow Farm, Inc. of P0 Box 87, Germansville, PA 18053, LESSEE, party of the second part, WITNESSETH:

The LESSORS agree to lease that tract of land located 1/2 mile north of the Village of Pleasant Comers, Heidelberg Township, Lehigh Comity, Pa. along Route 309. It is approximately 25 acres of tillable ground. The term of this lease is for (5) years beginning with the 2018 crop year through the 2022 crop year for the sum of \$2,075.00 yearly. Rent payable by April 1st of each year.

The LESSEE does covenant and agrees as follows:

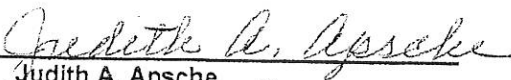
- (1) To use proper crop rotation methods, to exercise good farm husbandry methods, to apply fertilizer and lime in such amounts as the soil may require and to provide the necessary seed for the growing of crops.
- (2) To comply with crop allotment requirements and regulations regarding contour and strip farming that may be hereafter established by the U.S. Dept. of Agriculture.
- 3) To utilize the soil in conformity with the present established contours in order to keep erosion to a minimum.

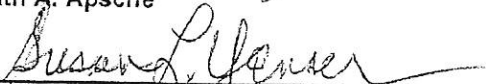
Also on an annual basis, the LESSEE shall provide certificate of insurance covering their liability in the operation of the property contained in the lease, and that the LESSORS be named as additional insured on said policy.

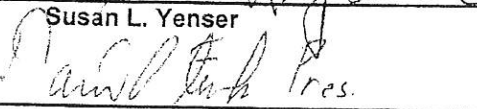
During the term of this lease, the LESSEE shall be entitled to all crops grown on the premises. The LESSEE assumes full responsibility for any injuries that may occur on the leased premises to any employees or agents, and agrees to save the LESSOR harmless from any suits for any such injuries that may occur during the term of this tenancy.

The LESSOR shall have the privilege to cancel this lease prior to the expiration of the term providing that the LESSEE shall be permitted to harvest any crops which were planted prior to notification to cancel

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

  
\_\_\_\_\_  
Judith A. Apsche

  
\_\_\_\_\_  
Susan L. Yenser

  
\_\_\_\_\_  
Daniel H. Pres.

Heidel Hollow Farm, Inc.


  
\_\_\_\_\_  
WITNESS:

EXHIBIT E

# WATER WHEEL FARM MARKET STAND LEASE

This lease made this 30th day of March, 2019 by and between Judith Apsche of Bittersweet Road, Levittown, PA and Susan Yenser of Route 100, New Tripoli, PA 18066 LESSORS, party of the first part, and Michael A. Fink of P0 Box 87, Germansville, PA 18053, LESSEE, agree to the following:

The LESSOR agrees to lease Water Wheel Farm Market Stand located on the east side of Route 309, one quarter mile north of the Junction of Route 309 and Route 100. The LESSOR agrees to furnish electricity at no additional charge.

Any and all requested improvements by the LESSEE to the Farm Market Stand must be approved by the LESSOR with all costs incurred being the responsibility of the LESSEE.

The term of this lease is for the year of 2019. Rent is for the period of July 1 thru October 31, for \$3,200.00 payable December 1 of each year. Rent for days prior to July 1 is on a \$25.00 per day basis for the stand use; is also payable by December 1 of each year. Any rent due for days open after October 31 is due by December 1 of each year.

Also on an annual basis, the LESSEE shall provide certificate of insurance covering their liability in the operation of the property contained in the lease, and that the LESSORS be named as additional insured on said policy.

In the event of sale by the LESSORS, the LESSEE shall be responsible for removing their property from the Farm Market Stand prior to the communicated closing date of said sale agreement.

IN WITNESSES WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

\_\_\_\_\_  
Judith A. Apsche

WITNESS: \_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Susan L. Yenser

WITNESS: \_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Michael A. Fink

WITNESS: \_\_\_\_\_  
Print name: \_\_\_\_\_

EXHIBIT F

LEAD BASED PAINT ADDENDUM TO AGREEMENT OF SALE

Disclosure of Information on Lead-Based Paint and/or Lead Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment for inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
Lead on walls
- (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
- (i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). \_\_\_\_\_
- (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing.

Purchaser's Acknowledgment (Initial) \_\_\_\_\_

- (c)  Purchaser has received copies of all information listed above.
- (d)  Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home."
- (e)  Purchaser has (check (i) or (ii) below):
- (i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial) \_\_\_\_\_

- (e)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

<u>Susan Yensen</u>	<u>4/29/19</u>	_____	_____
Seller	Date	Seller	Date
<u>Judith A. Apsoke</u>	<u>5/16/19</u>	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____	_____	_____
Agent	Date	Seller	Date

EXHIBIT G



SELLER'S PROPERTY DISCLOSURE STATEMENT

PROPERTY ADDRESS: 6319 Route 309, New Tripoli, PA 18066

SELLERS: Susan L. Yenser and Judith A. Apsche

Pursuant to Act No. 84 of 1996, a seller of real estate within the Commonwealth of Pennsylvania must disclose to a buyer all known material defects about property being sold that are not readily observable. This disclosure statement is designed to assist the seller in complying with disclosure requirements and to assist the buyer in evaluating the property being considered.

This statement discloses the Seller's knowledge of the condition of the property as of the date signed by the Seller and is not a substitute for any inspections or warranties that the buyer may wish to obtain. This statement is not a warranty of any kind by the seller or a warranty or representation by any listing real estate broker, any selling real estate broker or their agents. The buyer is encouraged to address concerns about the conditions of the property that may not be included in this statement. This statement does not relieve the seller of the obligation to disclose a material defect that may not be addressed on this form.

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that involves an unreasonable risk to people on the land.

1. Seller's expertise.

The seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and conditions of the property and its improvements, except as follows:

2. Occupancy.

Do you, the seller, currently occupy this property?

Yes \_\_\_\_\_ No X

If "no," when did you last occupy the property? only a couple weekends in 2017

3. Roof.

Date roof was installed: \_\_\_\_\_

Documented? Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown X

Has the roof been replaced or repaired during your ownership?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes," were the existing shingles removed?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown X

Has the roof ever leaked during your ownership?

Yes  No

Do you know of any problems with the roof, gutters, or downspouts?

Yes  No

Explain any "yes" answers that you give in this section:

Roof was damaged by fallen tree

4. Basements and crawl spaces (Complete of applicable).

Does the property have a sump pump?

Yes  No  Unknown

Are you aware of any water leakage, accumulation or dampness within the basement or crawl space?

Yes  No  If "yes," describe in detail:

There is a spring that comes up through the ground floor in the basement

Do you know of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?

Yes  No  I'm not sure

If "yes," describe the location, extent, date and name of the person who did the repair or control effort:

\_\_\_\_\_

5. Termites/wood destroying insects, dry rot, pests.

Are you aware of any termites/wood destroying insects, dry rot or pests affecting the property?

Yes  No  not that I'm aware of

Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests? Yes  No  not that I'm aware of

Is your property currently under contract by a licensed pest control company?

Yes  No  not that I'm aware of

Are you aware of any termite/pest control reports or treatments for the property in the last five years? Yes  No  not that I'm aware of

Explain any "yes" answer that you give in this section:

\_\_\_\_\_

6. Structural items.

Are you aware of any past or present water leakage in the house or other structures?

Yes  No

Are you aware of any past or present movement, shifting, deterioration or other problems with walls, foundations or other structural components?

Yes  No

Are you aware of any past or present problems with driveways, walkways, patios or retaining walls on the property? Yes  No

Explain any "yes" answers that you give in this section. When explaining efforts to control or repair, please describe the location and extent of the problem and the date and person by whom the work was done, if known:

*Water damage due to fallen tree on roof and frozen pipes inside house. Water damage to driveway in front (driveway passes over creek)*

7. Additions/remodeling.

Have you made any additions, structural changes or other alterations to the property?

Yes  No

If "yes," please explain:

\_\_\_\_\_  
\_\_\_\_\_

8. Water and sewage.

What is the source of your drinking water?

Public  Community system

Other  Well on property

If "other," please explain:

\_\_\_\_\_  
\_\_\_\_\_

If your drinking water source is not public:

When was your water last tested? *I have no knowledge*

Is the pumping system in working order? Yes  No

If "no," please explain: *I have no knowledge at this time*

Is the pumping system in working order? Yes  No

If "no," please explain: *I have no knowledge at this time*

Do you have a softener, filter or other purification system?

Yes \_\_\_\_\_ No

If "yes," is the system: Leased \_\_\_\_\_ Owned \_\_\_\_\_

What is the type of sewage system?

Public sewer \_\_\_\_\_ Private sewer \_\_\_\_\_

Septic tank  Cesspool \_\_\_\_\_ Other \_\_\_\_\_

If "other," please explain: \_\_\_\_\_

Is there a sewage pump? Yes \_\_\_\_\_ No *I have no knowledge*

If "yes," is it in working order? Yes \_\_\_\_\_ No \_\_\_\_\_

When was the septic system or cesspool last serviced?

*I have no knowledge*

Is either the water or sewage system shared?

Yes \_\_\_\_\_ No

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

Are you aware of any leaks, backups or other problems relating to any of the plumbing, water and sewage-related items?

Yes  No \_\_\_\_\_

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

*frozen pipes*

9. Plumbing system.

Type of plumbing: Copper \_\_\_\_\_ Lead \_\_\_\_\_

Galvanized \_\_\_\_\_ PVC \_\_\_\_\_

Unknown  Other \_\_\_\_\_

If "other," please explain: \_\_\_\_\_

Are you aware of any problems with any of your plumbing fixtures including, but not limited to: Kitchen, laundry or bathroom fixtures, wet bars, hot water heater, etc.?

Yes  No \_\_\_\_\_

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

*frozen pipes*

10. Heating and air conditioning.

Type of air conditioning:

Central electric \_\_\_\_\_ Central gas \_\_\_\_\_

Wall \_\_\_\_\_ None X

Number of window units included in sale: \_\_\_\_\_

Location: \_\_\_\_\_

List any areas of the house that are not air conditioned:

\_\_\_\_\_  
\_\_\_\_\_

Type of heating:

Electric \_\_\_\_\_ Fuel oil X

Natural gas \_\_\_\_\_ Other \_\_\_\_\_

If "other," please explain:

List any areas of the house that are not heated:

\_\_\_\_\_  
\_\_\_\_\_

Type of water heating:

Electric \_\_\_\_\_ Gas \_\_\_\_\_

Solar \_\_\_\_\_ Other \_\_\_\_\_

If "other," please explain:

I have no knowledge - I think oil

\_\_\_\_\_

Are you aware of any underground fuel tanks on the property?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes," please explain:

I have no knowledge - possibly oil

\_\_\_\_\_

Are you aware of any problems with any item in this section?

Yes \_\_\_\_\_ No X

If "yes," please explain:

not to my knowledge

\_\_\_\_\_

11. Electrical system.

Are you aware of any problems or repairs needed in the electrical system?

Yes \_\_\_\_\_ No X

If "yes," please explain:

not to my knowledge

\_\_\_\_\_

12. Other equipment and appliances included in sale (complete only if applicable).

Electric garage door opener \_\_\_\_\_  
Number of transmitters \_\_\_\_\_

Smoke detectors \_\_\_\_\_  
How many? \_\_\_\_\_  
Location: \_\_\_\_\_  
\_\_\_\_\_

Security Alarm System \_\_\_\_\_  
Owned \_\_\_\_\_ Leased \_\_\_\_\_  
Lease information: \_\_\_\_\_

Lawn sprinkler \_\_\_\_\_  
Number \_\_\_\_\_  
Automatic timer \_\_\_\_\_  
Swimming pool \_\_\_\_\_  
Pool heater \_\_\_\_\_  
Spa/Hot tub \_\_\_\_\_  
List all pool/spa equipment: \_\_\_\_\_  
\_\_\_\_\_

Refrigerator \_\_\_\_\_ Range \_\_\_\_\_  
Microwave Oven \_\_\_\_\_ Dishwasher \_\_\_\_\_  
Trash Compactor \_\_\_\_\_ Garbage Disposal \_\_\_\_\_  
Washer \_\_\_\_\_ Dryer \_\_\_\_\_  
Intercom \_\_\_\_\_ Ceiling fans \_\_\_\_\_ No. \_\_\_\_\_  
Location of Fans \_\_\_\_\_

Other: All appliances exposed to weather

Are any items in this section in need of repair or replacement:  
Yes  No \_\_\_\_\_

13. Land (soils, drainage and boundaries).

Are you aware of any fill or expansive soil on the property?  
Yes \_\_\_\_\_ No not to my knowledge

Are you aware of any sliding, settling, earth movement, upheaval, subsidence or earth stability problems that have occurred on or that affect the property?  
Yes \_\_\_\_\_ No not to my knowledge

NOTE TO THE BUYER: Your property may be subject to mine subsidence damage. Maps of the counties and mines where mine subsidence damage may occur and mine subsidence insurance are available through:

Department of Environmental Protection  
Mine Subsidence Insurance Fund  
3913 Washington Road  
McMurray, PA 15317  
(412) 941-7100

Are you aware of any existing or proposed mining, strip mining or any other excavations that might affect this property?

Yes \_\_\_\_\_ No X

To your knowledge, is this property, or part of it, located in a flood zone or wetlands area?

Yes X No \_\_\_\_\_

Do you know of any past or present drainage or flooding problems affecting the property?

Yes X No \_\_\_\_\_

Do you know of any encroachments, boundary line disputes or easements?

Yes \_\_\_\_\_ No X

NOTE TO THE BUYER: Most properties have easements running across them for utility services and other reasons. In many cases, the easements do not restrict the ordinary use of the property, and the seller may not be readily aware of them. Buyers may wish to determine the existence of easements and restrictions by examining the property and ordering an abstract of title or searching the records in the Office of the Recorder of Deeds for the County before entering into an agreement of sale.

Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements? Yes \_\_\_\_\_ No X

Explain any "yes" answers that you give in this section:

---

---

14. Hazardous substances.

Are you aware of any underground tanks or hazardous substances present on the property (structure or soil), including, but not limited to, asbestos, polychlorinated biphenyls (PCBs), radon, lead paint, urea-formaldehyde foam insulation (UFFI), etc.?

Yes \_\_\_\_\_ No not to my knowledge

To your knowledge, has the property been tested for any hazardous substances?

Yes \_\_\_\_\_ No not to my knowledge

Do you know of any other environmental concerns that might impact upon the property?

Yes \_\_\_\_\_ No not to my knowledge

Explain any "yes" answers given in this section:

15. Condominiums and other homeowners associations (complete only if applicable).

Type: Condominium \_\_\_\_\_ Cooperative \_\_\_\_\_  
Homeowners  
Association \_\_\_\_\_ Other \_\_\_\_\_

If "other," please explain:

NOTICE REGARDING CONDOMINIUMS AND COOPERATIVES: According to Section 3407 of the uniform Condominium Act (68 PA.C.S. Section 2407 (relating to resales of units) and 68 PA.C.S. Section 4409 relating to resales of cooperative interests) a buyer of a resale unit in a condominium or cooperative must receive a certificate of resale issued by the association in the condominium or cooperative. The Buyer will have the option of canceling the agreement with return of all deposit monies until the certificate has been provided to the buyer and for five days thereafter or until conveyance, whichever occurs first.

16. Miscellaneous.

Are you aware of any existing or threatened legal action affecting the property?

Yes \_\_\_\_\_ No

Do you know of any violations of Federal, State or local laws or regulations relating to this property? Yes \_\_\_\_\_ No

Are you aware of any public improvement, condominium or homeowner association assessments against the property that remain unpaid or of any violations of zoning, housing, building, safety or fire ordinances that remain uncorrected? Yes \_\_\_\_\_ No

Are you aware of any judgment, encumbrance, lien (for example, comaker or equity loan) or other debt against this property that cannot be satisfied by the proceeds of this sale?

Yes \_\_\_\_\_ No

Are you aware of any reason, including a defect in title, that would prevent you from giving a warranty deed or conveying title to the property?

Yes \_\_\_\_\_ No

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

Yes \_\_\_\_\_ No

A material defect is a problem with the property or any portion of it that would have a significant adverse impact on the value of the residential real property or that INVOLVES AN UNREASONABLE RISK TO PEOPLE ON THE LAND.



Explain any "yes" answers that you give in this section:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER-OCCUPANT**

The undersigned seller represents that the information set forth in this disclosure statement is accurate and complete to the best of the seller's knowledge. The seller hereby authorizes any agent for the seller to provide this information to prospective buyers of the property and to other real estate agents. The seller alone is responsible for the accuracy of the information contained in this statement. The seller shall cause the buyer to be notified in writing of any information supplied on this form which is rendered inaccurate by a change in the condition of the property following the completion of this form.

SELLER *Susan Yenser* DATE 4/29/19  
SELLER *Judith D. Apsake* DATE 5/16/19  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**EXECUTOR, ADMINISTRATOR, TRUSTEE, OR GOVERNMENTAL BODY**

The undersigned has never occupied the property and lacks the personal knowledge necessary to complete this disclosure statement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_

*COPY*

**RECEIPT AND ACKNOWLEDGMENT BY BUYER**

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

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

EXHIBIT H

Prepared By: Lehigh Co. Ag. Land Pres. Bd.  
4184 Dorney Park Road., Ste. 102  
Allentown, PA 18104  
610-391-9583

Return To: Lehigh Co. Ag. Land Pres. Bd.  
4184 Dorney Park Road., Ste. 102  
Allentown, PA 18104  
610-391-9583

UPI#  
543977072710 543976664482

RECORDED  
04/07/2009 3:17:35 PM  
RECORDER OF DEEDS  
LEHIGH COUNTY  
PENNSYLVANIA  
Inst Num: 2009012194

DPERCOUNTY-ONLY (6-2006)

DEED OF AGRICULTURAL CONSERVATION EASEMENT  
TO A COUNTY IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made  
this 7<sup>th</sup> day of April, 2009, by and between Judith A. Apsche and  
Susan L. Yenser (hereinafter, "Grantor") and the County of  
Lehigh, Pennsylvania by and through its Agricultural Land Preservation Board  
(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  
Heidelberg Township, Lehigh County, Pennsylvania more  
particularly described in Exhibit "A" attached hereto consisting of 103.4530 acres and all  
buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the said County Agricultural Land Preservation Board has determined  
to 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 \$ 600,027.40 dollars, the receipt  
and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and  
sell, and convey to the County of Lehigh, Pennsylvania (through its  
Agricultural Land Preservation Board), its successors and assigns (hereinafter, "Grantee") and  
Grantee voluntarily accepts, an agricultural conservation easement in the subject land, under and  
subject to the Act and to 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 ACTIVITIY 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 any 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.

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.

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 Lehigh, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on May 23, year of 1996, 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 activity 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 Grantees, their 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 Grantees have 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 Grantees, their 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, Grantees, their 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 the 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.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have 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 Grantees, their 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 perpetual in duration. 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 Grantees, their 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.

Exhibit "A"  
DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT  
JUDITH A. APSCHE & SUSAN L. YENSER  
HEIDELBERG TOWNSHIP  
LEHIGH COUNTY, PA

JANUARY 16, 2009

ALL THAT CERTAIN tract or parcel of land situate in the Township of Heidelberg, the County of Lehigh and Commonwealth of Pennsylvania, being shown on a plan titled "Plan Of Agricultural Conservation Easement - Survey Plan, "Judith A. Apsche & Susan L. Yenser", dated January 16, 2009, prepared by Arthur A. Swallow Associates, Allentown, PA, being bounded and further described as follows, to wit:

BEGINNING at a railroad spike set at the intersection of Werleys Corner Road (S.R. 4019) and PA Route 100 (S.R. 0100) said point being the most southeasterly corner of the premises described herein;

Thence (1) along the centerline of Werleys Corner Road (S.R. 4019) South  $57^{\circ}30'54''$  West a distance of 435.54 feet to a railroad spike set;

Thence (2) along lands now or formerly of Frederick and Rhonda Duld North  $35^{\circ}32'15''$  West a distance of 218.09 feet to an iron pin found;

Thence along lands now or formerly of David and Pamela Kerschner the following four (4) courses:

- (3) North  $29^{\circ}38'37''$  West a distance of 805.20 feet to a rebar and cap set,
- (4) South  $74^{\circ}48'18''$  West a distance of 532.95 feet to a concrete monument set,
- (5) South  $71^{\circ}17'36''$  West a distance of 763.91 feet to a concrete monument set,
- (6) North  $77^{\circ}02'17''$  West a distance of 561.39 feet to an triple oak tree,

Thence (7) along lands now or formerly of Paul and Linda Kovalchik, lands now or formerly of Tim and Tammy Wessner and lands now or formerly of Gary and Cheryl Mengel North  $22^{\circ}57'15''$  West (passing over an iron pin found at a distance of 564.75 feet) a total distance of 1,034.16 feet to a mag spike set on the north side of PA Route 309 (S.R. 0309);

Thence along PA Route 309 (S.R. 0309) the following two (2) courses:

(8) South  $79^{\circ}35'32''$  East a distance of 44.43 feet to a point,

(9) along a curve to the left having a radius of 1,724.00 feet, (a central angle of  $13^{\circ}46'20''$ , a chord bearing of South  $86^{\circ}24'22''$  East and a chord distance of 413.40 feet) an arc length of 414.40 feet to a mag spike set on the north side of PA Route 309;



Thence (10) along lands now or formerly of David A. and Karen F. Bivans and lands now or formerly of Julius V. Dobranski North  $13^{\circ}06'32''$  West (passing over an iron pin found at a distance of 493.50 feet) a total distance of 989.39 feet to an iron pin found;

Thence (11) partially along lands now or formerly of Reynold P. Gabel Jr. and Dena J. Gabel, lands now or formerly of Edward M. Mish Jr. and Kathy L. Mish and lands now or formerly of Blaine S. and Mary E. Dellecker North  $66^{\circ}48'31''$  East (passing over an iron pin found at a distance of 493.50 feet) a total distance of 1261.80 feet to an iron pin found;

Thence (12) along lands now or formerly of Bobby Simock, lands now or formerly of Blue Mountain View Properties, lands now or formerly of Lee R. and Ruth R. Miller and crossing PA Route 309 (S.R. 309) South  $23^{\circ}27'34''$  East (passing over an iron pin found at a distance of 793.48 feet and an iron pin found at a distance of 993.53 feet) a total distance of 1,240.83 feet to a rebar and cap set;

Thence (13) along lands now or formerly of First Star Bankcorp Inc. South  $64^{\circ}10'52''$  East (passing over an iron pin found at a distance of 12.64 feet) a total distance of 361.46 feet to an iron pin found;

Thence (14) continuing along lands now or formerly of First Star Bankcorp Inc North  $71^{\circ}49'04''$  East (passing over an iron pin found at a distance of 335.34 feet) a total distance of 381.74 feet to a railroad spike found in the centerline of PA Route 100;

Thence (15) along the centerline of PA Route 100 (S.R. 0100) South  $18^{\circ}08'41''$  East a distance of 23.81 feet to a point,

Thence (16) continuing along the centerline of Route 100 (S.R. 0100) South  $17^{\circ}42'35''$  East a distance of 1,446.31' feet to a point;

Thence partially along a Bell Atlantic- PA (Verizon) Easement the following three (3) courses:

(17) South  $72^{\circ}17'25''$  West a distance of 67.71 feet to a rebar and cap set,

(18) South  $17^{\circ}42'35''$  East a distance of 27.00 feet to a rebar and cap set,

(19) North  $72^{\circ}17'25''$  East a distance of 67.71 feet to a point,

Thence (20) along the centerline of PA Route 100 (S.R. 0100) South  $17^{\circ}42'35''$  East a distance of 168.74 feet to the PLACE OF BEGINNING.

CONTAINING approximately 4,506,413 square feet or 103.4530 acres.

Prepared by:

Arthur A. Swallow, PLS  
Arthur A. Swallow Associates

Commonwealth of Pennsylvania  
County of Lehigh

Conservation Plan Agreement

Landowner Judith A. Apsche & Susan L. Yenser

Address: J: 41 Bittersweet Rd., Levittown, PA 19057  
S: 6023 Route 100, New Tripoli, PA 18066

Telephone: J: 215-943-8983 ; S: 610-767-1496

Township: Heidelberg Easement Acreage: 103.4530

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;

WHEREAS, Conservation Plans for the subject land have been prepared by William McFadden, dated March 11, 2009, and identified as plan Tracts 1672 & 1673, or as amended, located on file in the Lehigh County Conservation District office and a copy of which is maintained in the landowner's file documentation in both the County Agricultural Land Preservation Board and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation Office, as required by Act 43 and Chapter 138e. Rules and Regulations:

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) 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 schedules as written and agreed upon prior to settlement of the easement, as indicated in the Conservation Plans Tracts 1672 & 1673. If the management or operation of this property changes, I/We will contact the County Board and/or the conservation planner to modify the Conservation Plan as necessary. I/We hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

[Signature] 4/7/09  
Witness Date

[Signature] 4/7/09  
Witness Date

[Signature] 4/4/09  
Owner Date

[Signature] 4/2/09  
Owner Date

Conservation Plan approved by the Lehigh County Conservation District as prepared by William McFadden.

[Signature]  
County Board Representative

4/7/09  
Date

ADDENDUM #1

IT IS AGREED THAT THE DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 7th day of April, 2009, by and between (hereinafter, "Grantor") and the County of Lehigh, Pennsylvania (hereinafter "Grantee") IS HEREBY MODIFIED TO PROVIDE AS FOLLOWS:

Building Coverage

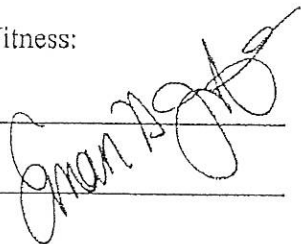
No more than ten percent (10%) of the total conservation easement area shall be covered by permanent buildings for any purpose. Temporary agricultural buildings that do not have permanent foundations will not be considered as permanent buildings. The spaces between buildings, such as yard areas, driveways, and parking areas, shall not be included in the calculation of building coverage. Buildings that are present on the restricted land on the date of the granting of the conservation easement shall be included in the calculation of building coverage.

Subdivision Guidelines

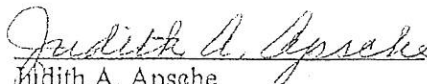
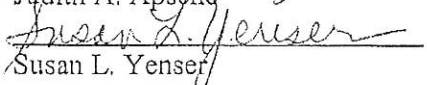
SUBJECT, ALSO, to the Subdivision Guidelines of the County of Lehigh Agricultural Land Preservation Program as recorded in the land records of Lehigh County at Miscellaneous Book Volume 830, Page 907.

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

Witness:

  
\_\_\_\_\_

GRANTOR

 [Seal]  
Judith A. Apsche  
 [Seal]  
Susan L. Yenser  
\_\_\_\_\_  
[Seal]  
\_\_\_\_\_  
[Seal]

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

GRANTOR

Witness:

*Eman*  
\_\_\_\_\_  
*7/20/15*  
\_\_\_\_\_

*Judith A. Apsche* [Seal]  
\_\_\_\_\_  
Judith A. Apsche

*Susan L. Yenser* [Seal]  
\_\_\_\_\_  
Susan L. Yenser

\_\_\_\_\_ [Seal]

\_\_\_\_\_ [Seal]

ACKNOWLEDGMENT


COUNTY OF Lehigh

SS:

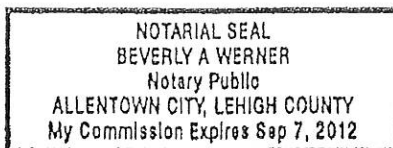
COMMONWEALTH OF PENNSYLVANIA

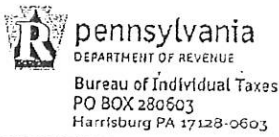
On this 7th day of April, 2009,  
before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in  
the City of Allentown personally appeared the above  
named Judith A. Apsche and Susan L. Yenser, and in due  
form of law acknowledged the above Deed of Agricultural Conservation 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

My Commission expires:





# REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	2009012194
Page Number	
Date Recorded	4/7/09

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. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

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

Name Eman H. Jarrah, Esquire		Telephone Number: (610) 782-3180	
Street Address 17 South Seventh Street		City Allentown	State PA
		ZIP Code 18101	

**B. TRANSFER DATA**

Grantor(s)/Lessor(s) Judith A. Apsche & Susan L. Yenser		Date of Acceptance of Document	
Street Address See Attached		Grantor(s)/Lessee(s) Lehigh County	
City		Street Address 17 South Seventh Street	
State	ZIP Code	City Allentown	State PA
			ZIP Code 18101

**C. REAL ESTATE LOCATION**

Street Address 6319 Route 309		City, Township, Borough New Tripoli, Heidelberg Township	
County Lehigh	School District Northwestern Lehigh	Tax Parcel Number 543977072710, 543976664482	

**D. VALUATION DATA**

1. Actual Cash Consideration 600,027.40	2. Other Consideration + 0.00	3. Total Consideration = 600,027.40
4. County Assessed Value n/a	5. Common Level Ratio Factor X	6. Fair Market Value =

**E. EXEMPTION DATA**

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

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (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, if other than listed above.) Transfer is exempt as a conveyance of an

Agricultural Conservation Easement under Agricultural Area Security Law.

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 <i>Eman H. Jarrah</i>	Date 4/7/09
--	----------------

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

Realty Transfer Tax Statement of Value  
Attachment to Item B – Transfer Data: Grantors/Lessors

<u>Grantor/Lessors</u>	<u>Street Address</u>	<u>City, State, Zip Code</u>
Judith A. Apsche Susan Yenser	41 Bittersweet Road 6023 Route 100	Levittown, PA 19057 New Tripoli, PA 18066-2034

ANDREA E. NAUGLE  
LEHIGH COUNTY CLERK OF JUDICIAL RECORDS



Recorder of Deeds Division  
Deborah A. Casciotti, Chief Deputy  
Lehigh County Government Center  
17 S. Seventh Street - Room 350  
Allentown, PA 18101-2400  
610-782-3162

\*RETURN DOCUMENT TO:

WILLIAM F JR KOCHER  
509 LINDEN ST  
ALLENTOWN, PA 18101

Instrument Number - 2009012194  
Recorded On 4/7/2009 At 3:17:35 PM

\* Instrument Type - EASEMENT

Invoice Number - 12102      User ID: LSA

\* Grantor - APSCHE, JUDITH A

\* Grantee - LEHIGH COUNTY OF

\* Customer - WILLIAM F JR KOCHER

\*Total Pages - 14

\* FEES

STATE WRIT TAX	\$0.50
STATE JCS	\$10.00
RECORDING FEES	\$31.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$46.50

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
of Lehigh County, Pennsylvania



*Andrea E. Naugle*  
Andrea E. Naugle  
Clerk of Judicial Records  
Recorder of Deeds Division

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

INSTRUMENT NUMBER - 2009012194





TERMS AND CONDITIONS FOR SALE OF CERTAIN REAL ESTATE  
OWNED BY SUSAN L. YENSER AND JUDITH A. APSCHE, HEIDELBERG TOWNSHIP,  
LEHIGH COUNTY, PENNSYLVANIA

Vacant Land - Approximately 67.6289 Acres: Tax Parcel ID # 543976664482 1

1. The highest bidder shall be deemed the Buyer at the option of the Auctioneer. Should a dispute arise as to the bidding, the property may be immediately offered again at Public Auction between the disputing bidders only, at the option of the Auctioneer.
2. This shall be an auction with reserve, whereby the Seller(s) reserves the right to accept or reject any or all bids received, except as otherwise expressly stated by the Auctioneer at the time of the auction.
3. Neither the Seller(s) nor the Auctioneer make any warranties whatsoever concerning the condition of this property. The Buyer is buying this property based on his/her/their own inspection of the property and not based on any printed or verbal descriptions or representations made by the Seller(s) or the Auctioneer.
4. No bidder shall advance the bidding in an amount less than is acceptable to the Auctioneer.
5. The Seller(s) will produce a special warranty deed, at the time of settlement. The Seller(s) will convey the property by reference to the Assessment Parcel ID noted above, namely Tax Parcel 543976664482 1, and the metes and bounds description thereof which begins at the bottom of Document Number 7505506 Page 5 of 11 which continues through Document Number 7505506 Page 7 of 11 which is noted as containing 67.6289 acres set forth on the deed dated November 7, 2008 from Judith A. Apsche et. al. to Judith A. Apsche a fifty percent (50%) interest as a tenant in common with Susan L. Yenser, the owner of the other fifty percent (50%) interest as a tenant in common. A copy of said deed is attached hereto as Exhibit A. Should the Buyer desire a survey, the Buyer may enter upon the land prior to the date of settlement for the purpose of performing a survey, however, any such survey is to be at the expense of the Buyer. All representations of actual acreage are approximate and are not guaranteed.
6. The Auctioneer reserves the right to declare a recess at any time during the proceeding of the auction that he deems necessary or appropriate. The auctioneer reserves the right to continue said bidding process upon return from recess conference with Seller(s). The bidder(s) acknowledge that the person with the high bid (either before recess or after) shall be responsible for executing the Sales Agreement document, attached hereto, should the bid be acceptable to the Seller(s).

7. These "Terms and Conditions" shall become a part of the "Sales Agreement" attached hereto.

8. The premises are known as SS Route 309, Heidelberg Township, Lehigh County, Pennsylvania. Lehigh County Tax Assessment information pages for the premises are attached as Exhibit B. Seller(s) make no warranty as to the accuracy of the Tax Assessment information.

9. Five percent (5%) of the purchase price shall be paid at the signing of the Agreement to Steckel & Stopp, Attorneys at Law, attorney for the Seller(s), and the balance shall be due and payable on or before December 18, 2019, at a settlement (sometimes referred to as "Settlement", "Final Settlement", or "Closing" or words of such import) which shall be held at the Lehigh Settlement Services Title Insurance Company office at 4331 Route 309, Schnecksville, PA 18078, or at its office at 125 S. Walnut Street, Suite 280, Slatington, PA 18080, at the option of the Seller(s). Lehigh Settlement Services shall conduct the closing for the Buyer in its role as settlement agent. All deposits and other payments required to be made by the Buyer shall be made by confirmed wire funds, Cashier's Check or certified check. If the Buyer pays in any other fashion, or if any other charges are imposed for handling, processing, or collecting payments made otherwise, such shall be the responsibility of and be paid for by the Buyer. Should the Buyer default, the said deposit shall be paid to Seller(s) as liquidated damages and the real estate may be re-offered for public or private sale. Buyer acknowledges that he/she/they shall not transfer or assign this Agreement without the written consent of the Seller(s). If Buyer assigns the Agreement, Buyer shall be responsible for any additional transfer taxes resulting from the assignment. THIS AGREEMENT IS NOT CONTINGENT UPON THE BUYER'S ABILITY TO PROCURE FINANCING.

10. The premises, components, and appurtenants are being sold subject to recorded building restrictions, easements, and rights of way, if any, existing zoning regulations and other governmental regulations.

11. The premises shall be free and clear of all liens and encumbrances, except that Buyer agrees to accept title to the premises under and subject to all on record or visible easements, rights of way, roads, public utilities and restrictions against the premises and similar items.

12. The title to the premises shall be good and marketable or such as shall be insured by a reputable title insurance company at regular rates.

13. Should there be any damage or destruction to the premises between the date of the acceptance of the bid and the date of closing, any proceeds of insurance with respect to any such loss or damage shall be turned over to the Buyer at closing, to the extent that damages will not have otherwise been remediated by such time and, all parties shall complete their respective closing obligations. Buyer(s) are notified that they may insure their equitable interest in this property as of the time of the acceptance of this Agreement.

14. Possession shall be delivered at Final Settlement, subject however to the tenant farmer's rights to enter onto the premises to harvest and tend any crops planted on the premises prior to the date of the auction sale. The premises are currently subject to a farmland lease with David P. Kerschner. If the tenant farmer David P. Kerschner does plant crops on the premises prior to the date of this auction sale, then, all rents to be paid by the current agricultural tenant, with respect to the current term of the agricultural tenant's rights to use the premises, shall be retained by the Seller(s). To the extent the current tenant farmer plants crops on the premises on or after the date of this auction sale, then rents shall be apportioned to the date of settlement. The Buyer is free to contact the current agricultural tenant, namely David P. Kerschner if the Buyer chooses to do so, to make arrangements on a going forward basis with respect to the continuation or a new or changed arrangement with respect to the lease of the premises. Buyer is also notified that per the terms of the current lease with David P. Kerschner, the Buyer shall have the privilege of cancelling the lease prior to the expiration of the term of the lease provided that the lessee David P. Kerschner shall be permitted to harvest any crops which are planted prior to the notice to cancel. A copy of said farmland lease is attached as Exhibit C.

15. Real estate taxes, municipal and/or other utilities, if applicable, shall be apportioned as of the date of settlement.

16. The expenses of the conveyance shall be paid as follows:
- a. Preparation of deed and acknowledgement by the Seller(s).
  - b. State and local transfer taxes by the Seller(s) and Buyer (s) equally.
  - c. All other expense shall be borne by the Buyer(s).

17. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and/or assigns. Should the Buyer fail to perform as provided, the sum paid on account shall be retained by the Seller(s) as liquidated damages and all rights of the Buyer herein shall cease and determine. Should no reputable title insurance company agree to insure the title to said premises as good and marketable at regular rates, the Seller(s) may refund the sum paid on account by the Buyer or, at Seller(s)' option, and at Seller(s)' expense, may take the necessary action to make the title insurable, as aforesaid. THIS AGREEMENT IS NOT CONTINGENT UPON THE BUYER'S ABILITY TO PROCURE FINANCING.

18. As a condition of these Terms and Conditions of Sale and the attached Sales Agreement, the Seller(s) require that Buyer uses Lehigh Settlement Services as the Buyer's closing agent.

\* NOTICE: Should an individual become the Buyer with religious principals against insurance, particularly title insurance, then, the settlement shall be conducted through the law office of Steckel and Stopp which shall issue an opinion of title in lieu of title insurance at the Buyer's request.

19. MISCELLANEOUS PROVISIONS: Even though this Agreement is **not** contingent upon or subject to the Buyer's ability to achieve financing, should the Buyer elect to apply for financing, any inspections required by Buyer's lender shall be done at the expense of Buyer. The inclusion of this paragraph in the Agreement shall not alter the fact that the Buyer's obligation to complete closing is not subject to the Buyer's ability, or inability to procure financing. Furthermore, the Buyer acknowledges that should any lending institution require a termite, radon, water, septic or electrical inspection, any inspection or recommended correction shall be at the expense of the Buyer. Should any local governing body require a pre-occupancy permit, or similar permit, any requirements and costs related thereto shall be the responsibility of the Buyer.

20. Under the provisions of the PA Sewage Facilities Act, the following paragraph is included in these Terms and Conditions/Agreement of Sale as required by law:

NOTICE TO BUYER REQUIRED BY GENERAL ASSEMBLY ACT NO. 280 (1976) AMENDING 35 P.S. 750, et seq. There is no community sewage system available and a permit for an individual sewage system will have to be obtained pursuant to Section 7, Act of 1966, Jan. 24, P.L. (1965) 1535, as amended by Act of 1974, July 22, P.L. 621. The Buyer(s) shall contact the local agency charged with administering this Act before signing the contract to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained.

21. THE PROPERTY IS SUBJECT TO AND WILL BE CONVEYED UNDER AND SUBJECT TO THE NOTED RESTRICTIONS.

The subject premises are being sold under and subject to the following preferential agricultural covenants and assessments:

a. The premises are currently under and subject to preferential tax assessment pursuant to Pennsylvania Act 319 (often referred to as "Clean and Green"). This results in favorable tax assessment of all or portions of the property for agricultural purposes. If the premises are used or developed in such a fashion as to violate the terms of the preferential tax assessment, breaches of the applicable agricultural covenant(s) as may be determined and rollback taxes as defined by the Farmland Assessment Act 72 P.S. § 5490.3 et seq. ("Act 319") or 72 P.S. § 5511.10 et seq. ("Act 515"), or their successor or similar laws may occur.

b. To the extent the Buyer uses or develops the land in violation of the preferential agricultural covenants and assessments as mentioned, or otherwise fails to maintain the premises' eligibility for the identified preferential treatment, or acts otherwise for which penalties or breach amount may or will occur, Buyer agrees to indemnify and hold Seller(s) and Seller(s)' heirs, executors, administrators, successors and/or assigns, harmless from any and all liability, negative impact, back taxes, rollback taxes, or any liability whatsoever created as a result of the Buyer's breach. Buyer's obligation to indemnify Seller(s) shall extend to Buyer paying for any attorney fees that the Seller(s) may incur in enforcing this provision or otherwise defending Seller(s) from

assessment of additional taxes or liabilities as a result of Buyer's breach. The Buyer shall be responsible for maintaining the property in compliance with the referenced preferential agricultural covenants and assessments.

22. The parties hereby bind themselves, their heirs, executors, administrators, successors and/or assigns to the faithful performance of the Agreement by the date of Closing aforesaid, said time to be of the essence of this Agreement unless extended by mutual consent in writing.

23. Tender of an executed deed and purchase money is hereby waived.

24. This Agreement shall not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record and if recorded by the Buyer without the Seller(s)' written consent, that shall be deemed a default on the part of the Buyer.

25. This Agreement contains the whole agreement between the Seller(s) and the Buyer(s) and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. All provisions are included in this Agreement and no modifications or changes or alterations shall apply except by a written document entered into by all applicable parties.

26. Notwithstanding any presumption to the contrary, all covenants, conditions and representations contained in this Agreement which, by their nature, impliedly or expressly involve performance in any particular, after settlement, or which cannot be ascertained to have been fully performed until after settlement, shall survive settlement.

27. NOTIFICATION TO BUYER(S): The Seller(s) wish to advise Buyer(s) that the premises have been used for farming and agricultural activities likely including the use of various chemicals and/or other substances used in agricultural business. Furthermore, certain farm and other agricultural equipment customarily used in agricultural business has been or, has likely been, used on the subject property which equipment uses, contains and/or requires gasoline, petroleum, and/or other products which likely have been stored and/or used on the premises. The Seller(s) make no warranties or representations concerning the matters noted in this paragraph, only to advise and inform the Buyer(s).

28. Should the Buyer under this Agreement also be a Buyer in any other collateral Agreement for premises offered for sale at the same auction sale, and should Buyer default on one Agreement, at Seller(s)' option, such may be treated as a default upon all Agreements entered into by Buyer. Closing for any Agreement on the various parcels being offered for sale at the noted auction sale shall be such that should one Buyer be the Buyer under more than one Agreement for more than one of the various parcels offered for sale, the closing/settlement shall occur simultaneously.

29. LIKE-KIND EXCHANGE: Seller(s), either of them or both of them, may decide to effect an Internal Revenue 1031 Like-Kind Exchange. Buyer agrees to cooperate with the Seller(s) in effecting a Like-Kind Exchange, so long as Buyer will not incur any additional costs pertaining to same. If requested by Seller(s), either of them or both of them, the parties shall enter into a Novation Agreement identical to this Agreement (if needed to effect the 1031 Exchange) or as necessary to limit transfer taxes.

30. Inheritance Tax Note – The Estates of prior owners, George Wolstenholme and/or Esther Wolstenholme may have elected certain Inheritance Tax reduction options typically known as Special Farmland valuation. The last of Esther Wolstenholme and George Wolstenholme to die was Esther Wolstenholme's death on May 21, 2007. Buyer(s) are advised that the recapture period for breach for these specific special inheritance tax elections expired as of May 21, 2014 and therefore such is not an issue with respect to this sale. This paragraph is not meant to limit any other provisions of this Agreement with respect to other such provisions relating to the real estate.

31. The premises are subject to a certain Agricultural Conservation Easement dated April 7, 2009 filed at Instrument #2009012194, a copy of which is attached to this Agreement as Exhibit D. The Buyer agrees to accept title subject to the provisions of said Agricultural Conservation Easement. The ability to establish a residential dwelling under the provisions of the Agricultural Conservation Easement is hereby allocated by the Seller(s) to the parcel which is the subject of these conditions of sale. A provision to this effect shall be included in the Deed of Conveyance.

COPY

SALES AGREEMENT BETWEEN:

By: \_\_\_\_\_ (Seller)  
Susan L. Yenser

By: \_\_\_\_\_ (Seller)  
Judith A. Apsche

SALES AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
between Susan L. Yenser and Judith A. Apsche hereinafter called "Sellers";  
and \_\_\_\_\_,  
hereinafter called "Buyer" \_\_\_\_\_ of

\_\_\_\_\_  
(Phone) (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

(Buyer's SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).

WITNESS THAT the Sellers agree to sell and convey and Buyer agrees to purchase all that certain property described in the attached Terms and Conditions of Sale for Parcel ID #543976664482 1 (approximately 67.6289 acres), under the Terms and Conditions referred to in the attached Terms and Conditions of Sale together with the following additional terms:

The purchase price is \_\_\_\_\_, five percent (5%) of which has been paid at or before the signing of this document and the balance of which shall be due at the time of settlement.

\_\_\_\_\_(Buyer) \_\_\_\_\_(Buyer)

The Sellers' signature on the Terms and Conditions For Sale are incorporated in this Agreement.

EXHIBIT A



AS PREPARED BY AND RETURN TO:  
STECKEL AND STOPP  
125 SOUTH WALNUT STREET  
SLATINGTON PA 18080  
PHONE: 610-767-2757  
Our File: E07-33  
CWS/kbk/lg

MAIL

## CONSOLIDATION DEED

THIS INDENTURE made this 7 day of November, 2008.

### BETWEEN

JUDITH A. APSCHÉ, widow; and SUSAN L. YENSER and MICHAEL R. YENSER, her husband, and JUDITH A. APSCHÉ AND SUSAN L. YENSER, EXECUTRICES OF THE ESTATE OF ESTHER A. WOLSTENHOLME, Deceased, Parties of the First Part;  
GRANTORS,

### A N D

JUDITH A. APSCHÉ, a fifty (50%) interest, and as a tenant in common with SUSAN L. YENSER, a fifty (50%) interest, Parties of the Second Part; GRANTEES,

### WITNESSETH

That for and in consideration of the sum of ONE AND 001/00 (\$1.00) DOLLAR, lawful money of the United States of America, unto them well and truly paid by the Parties of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and



confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said Parties of the Second Part, their heirs and assigns, as follows:

PARCEL NO. 1

ALL THOSE CERTAIN messuages, tenements, and three (3) tracts of land situate in the Township of Heidelberg, County of Lehigh, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

ALL THAT CERTAIN tract or piece of land, BEGINNING at a stone; thence by land now or late of Michael Wehr, North seventy-seven (77) degrees West, thirty-five and three-tenths (35.3) perches to a stone, and North three (03) degrees East, nineteen (19) perches to a cherry tree, and North eighty-six and one-half (86-1/2) degrees East, sixty-two and five-tenths (62.5) perches to a post, and North nineteen and one-half (19-1/2) degrees East, twelve and four-tenths (12.4) perches to a post; thence by land now or late of Abraham Rex, North sixty-two (62) degrees East, six and five-tenths (6.5) perches to a stone, and South eighty-six and one-half (86-1/2) degrees West, five (05) perches to a post, and South four (04) degrees East, two (02) perches to a post, and South eighty-seven (87) degrees West, three (03) perches to a stone, and North one (01) degree West, two (02) perches to a post, South eighty-six and one-half (86-1/2) degrees West, twenty-three (23) perches; thence by land now or late of Michael Wehr, South seventy-five (75) degrees West, fifty-three and seven-tenths (53.7) perches to a post, and South eighty-two (82) degrees West, forty-one (41) perches to a stone, and North seventy-five (75) degrees West, twenty-one (21) perches to a stone; thence by land now or late of Daniel Schneider, South twenty and three-fourths (20-3/4) degrees East, sixty-two and four-tenths (62.4) perches to a post; thence by land now or late of Jacob Gressley, South seventy-five (75) degrees East, thirty-three and seven-tenths (33.7) perches to a stone; thence by land now or late of John Kressley, North seventy-three (73) degrees East, forty-six and four-tenths (46.4) perches to the place of beginning.

CONTAINING thirty-three (33) acres and one hundred fifty-two (152) perches strict measure.

TRACT NO. 2

On which the builds are erected BEGINNING at a stone; thence by land now or late of Alvin B. Peter, South nine and three-quarters (9-3/4) degrees East, sixty-two and one-tenth (62.1) perches to a post; thence by land now or late of George A. Wehr, North eighty-two and one-half (82-1/2) degrees East, thirty-eight and five-tenths (38.5) perches to a post, by the same, North seventy-five (75) degrees East, fifty and two-tenths (50.2) perches to a post; thence by land now or late of Joel A. Wehr, North twenty-one (21) degrees West, seventy-five and two-tenths (75.2) perches to a post; thence by land now or late of Isadore Hamm, South sixty-nine (69) degrees West, seventy-six and four-tenths (76.4) perches to the place of beginning.

CONTAINING thirty-five (35) acres and one hundred twenty-five (125) perches, be the same, more or less.

TRACT NO. 3

BEGINNING at a stone; thence by land now or late of George A. Wehr, South three (03) degrees West, nineteen (19) perches to a post; thence by the same, South twenty-six and three-quarters (26-3/4) degrees East, thirty-six (36) perches to a post; thence by land now or late of Lewis P. German, North seventy-nine and three-quarters (79-3/4) degrees East, thirty-two and three-tenths (32.3) perches to a stone; thence by the same, South twenty-eight (28) degrees East, sixty and nine-tenths (60.9) perches to a corner; thence by land now or late of Edwin B. Snyder, North sixty-two and one-half (62-1/2) degrees East, twenty-one (21) perches to a stone; thence by the same, North three and three-quarters (3-3/4) degrees West, forty-eight and two-tenths (48.2) perches to a stone; thence by the same, North eighty-five (85) degrees East, twenty and five-tenths (20.5) perches to a stone; thence by the same, South eight and one-half (8-1/2) degrees East, twenty-seven and one-tenth (27.1) perches to a stone; thence by the same, South twenty-nine and three-quarters (29-3/4) degrees West, twenty (20) perches to a stone; thence by land now or late of Franklin Kocher, North sixty-one and one-quarter (61-1/4) degrees East, sixteen and three-tenths (16.3) perches to a stone; thence by the same, South two and one-half (2-1/2) degrees East, nine and three-tenths (9.3) perches to a stone; thence by land now or late of Henry Sittler, North nineteen (19) degrees East, thirty-three and eight-tenths (33.8) perches to a post; thence by land now or late of Phaon W. Bittner, North eighty-nine (89) degrees West, five and five-tenths (5.5) perches to a stone; thence by the same, North three and three-quarters (3-3/4) degrees East, thirty-three and nine-tenths (33.9) perches to a black oak; thence partly by the same and land now or late of Joel Wehr, North sixty-two and one-quarter (62-1/4) degrees West, sixty-eight (68) perches to a stone; thence by land now or late of George A. Wehr, South twenty (20) degrees West, twelve and six-tenths (12.6) perches to a stone; thence by the same, South eighty-six and one-quarter (86-1/4) degrees West, sixty-two and five-tenths (62.5) perches to the place of beginning.

CONTAINING forty-seven (47) acres and one hundred thirty-seven (137) perches, more or less.

LESS AND EXCEPTING:

A conveyance to Albert V. Rauch and Helen M. Rauch, his wife, by deed dated August 7, 1954 and recorded in Deed Book Volume 832, page 581 for 1.31 acres.

A conveyance to Harold Geiger and Ruth Geiger, husband and wife, by deed dated March 31, 1961 and recorded in Deed Book Volume 986, page 452, for 32,198 square feet.

A conveyance to Helen M. Rauch by deed dated June 8, 1967 and recorded in Deed Book Volume 1098, page 640 for 20,100 square feet.

A conveyance to Michael R. Yenser and Susan L. Yenser, his wife, by deed dated July 19, 1972 and recorded in Deed Book Volume 1164, page 256 for 1.398 acres.

PARCEL NO. 2

ALL THAT CERTAIN messuage, tenement, and lot or piece of ground situate in the Township of Heidelberg, County of Lehigh, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of the intersection of State Highway Legislative Route 39062 and Route 309; thence in a northerly direction along Route 309, a distance of approximately three hundred fifty (350') feet; thence in a northerly direction along lands now or late of George C. and Esther A. Wolstenholme, a distance of approximately three hundred (300') feet, more or less; thence in an easterly direction to a point on the State Highway Legislative Route 39062, said point being a distance of approximately eight hundred ten (810') feet from the intersection of Route 309 and said Legislative Route 39062; thence in a southerly direction along said Legislative Route 39062, a distance of approximately eight hundred ten (810') feet to the intersection or place of beginning.

CONTAINING four (4) acres, more or less.

PARCEL NO. 3

Lehigh County Tax Map Parcel 10 E05-008-004 in the Township of Heidelberg, consisting of 2.4 acres, in the County of Lehigh, and Commonwealth of Pennsylvania.

BEING PART OF THE SAME PREMISES which the Lehigh County Assessment Office believes is derived from Deed Book Volume 244, page 50.

BEING THE SAME PREMISES which were conveyed to Esther A. Wolstenholme, Judith A. Apsche, and Susan L. Yenser by deed dated August 5, 1997 and recorded August 8, 1997 in Lehigh County Deed Book Volume 1590, page 0418.

ALSO, BEING THE SAME PREMISES wherein Judith A. Apsche and Susan L. Yenser, Executrices of the Estate of Esther A. Wolstenholme, deceased, granted and conveyed the entire remaining interest held by the Estate of Esther A. Wolstenholme to Judith A. Apsche and Susan L. Yenser (by document 7466277), and which the effect of both noted deeds is that a 50% interest is now held by Judith A. Apsche, as a tenant in common with Susan L. Yenser, a 50% interest, and which said deed is dated February 19, 2008 and recorded February 25, 2008 in Document Identification Number 7466277. In this deed it was noted that upon the death of George C. Wolstenholme on September 23, 1995 the absolute fee simple title vested in Esther A. Wolstenholme, as surviving tenant by the entireties, which survivorship feature applied to the interest of Esther A. Wolstenholme not disclaimed as referred to in the disclaimer and renunciation language referred to in Deed Book Volume 1590, page 418.

LESS AND EXCEPTING THE FOLLOWING:

Tract of land containing 75,381.93 square feet, or 1.7305 acres, conveyed by deed dated June 23, 2006 from Esther A. Wolstenholme, widow, by her Agent, Michael R. Yenser, appointed by Power of Attorney, dated April 27, 2004 and Judith A. Apsche, widow; and Susan L. Yenser, married, each with a one-third interest, as tenants-in-common, to First Star Bancorp, Inc, a Pennsylvania corporation, said deed recorded June 30, 2006 in Document Identification Number 7351089.

ALSO, BEING THE SAME PREMISES which Esther A. Wolstenholme, widow, by her Agent, Michael R. Yenser, appointed by Power of Attorney dated April 27, 2004 and Judith A. Apsche, widow; and Susan L. Yenser, married, each with a one-third interest, as tenants-in-common, granted and conveyed to Esther A. Wolstenholme, widow; Judith A. Apsche, widow; and Susan L. Yenser, married, each with a one-third interest as tenants-in-common, by deed dated June 23, 2006 and recorded June 30, 2006 in the Office for the Recording of Deeds in and for Lehigh County in Document Identification Number 7351090. Said deed/transfer conveyed 2,945,914.18 square feet, or 67.6289 acres "from three individuals to themselves for the purposes of clarifying the remaining parcel property."

THE EFFECT OF THE WITHIN DEED, therefore, is to consolidate into one deed, the entire ownership, and the entire premises as stated in the grantee clause herein, and as conveyed in Document Identification Number 7466277 recorded February 25, 2008, less and excepting the adverse as conveyed in Document Identification Number 7351089 recorded June 30, 2006 together with other noted conveyances referred to herein, and which new legal description as described in Document Identification Number 7351090 recorded June 30, 2006, for the portion of the premises affected by the noted subdivision plan for this "Consolidated Deed" is described as follows:

ALL THAT CERTAIN tract of land situate in the Township of Heidelberg, County of Lehigh, and the Commonwealth of Pennsylvania (as shown on a final minor subdivision plan entitled "Esther A. Wolstenholme," prepared by Lehigh Engineering, dated 04/03/06 and recorded as Document ID #7347522 on 06/14/06), bounded and described as follows, to wit:

BEGINNING at a point along the centerline of S. R. 100, said point being located at the intersection of the centerline of Werley's Corner Road (S. R. 4019) and the lands herein described; thence

1. South sixty-three (63) degrees twenty-two (22) minutes fifty (50) seconds West, four hundred thirty-five and fifty-four hundredths (435.54') feet in and along the centerline of Werley's Corner Road (S. R. 4019) to a point; thence

2. North twenty-nine (29) degrees thirty-two (32) minutes fifty-four (54) seconds West, two hundred seventeen and eighty hundredths (217.80') feet along lands now or formerly of Frederick H. Duld and David Rhonda to a concrete monument; thence
3. North twenty-four (24) degrees twelve (12) minutes one (01) second West, seven hundred seventy-nine and five hundredths (779.05') feet along lands now or formerly of David P. and Pamela A. Kerschner to a concrete monument; thence
4. South eighty-three (83) degrees forty-one (41) minutes twenty-eight (28) seconds West, five hundred thirty-two and ninety-five hundredths (532.95') feet along the same lands to a concrete monument; thence
5. South seventy-six (76) degrees fifty-six (56) minutes twenty-eight (28) seconds West, seven hundred sixty-five and sixty hundredths (765.60') feet along the same lands to a concrete monument; thence
6. North seventy-one (71) degrees three (03) minutes thirty-two (32) seconds West, five hundred sixty-three and eleven hundredths (563.11') feet along the same lands to a concrete monument; thence
7. North seventeen (17) degrees four (04) minutes five thousand one hundred thirty-six (5,136) seconds West, one thousand thirty-four and fourteen hundredths (1,034.14') feet along lands now or formerly of the following: Paul J. and Linda M. Kovalchik, Timothy S. and Tammy S. Wessner, and Gary C. and Cheryl A. Mengel, and crossing the paved roadway of S. R. 309 to a point; thence
8. South seventy-three (73) degrees forty-three (43) minutes thirty-six (36) seconds East, forty-four and forty-six hundredths (44.46') feet along north side of the paved roadway and lands now or formerly of David A. and Karen F. Bivans to a point; thence
9. Along an arc curving to the left having a radius of one thousand seven hundred twenty-four (1,724.00') feet, and an arc length of two hundred eight and twenty hundredths (208.20') feet, a tangent of two hundred eight and twenty hundredths (208.20') feet, and a delta angle of thirteen (13) degrees – forty-six (46) minutes – twenty (20) seconds (long chord South eighty (80) degrees thirty-two (32) minutes twenty-six (26) seconds East, four hundred thirteen and forty hundredths (413.40') feet) along the same to a point; thence
10. South seven (07) degrees fourteen (14) minutes thirty-six (36) seconds East, thirty-five and eight hundredths (35.08') feet crossing the paved roadway of S. R. 309 to a point; thence

11. North eighty-six (86) degrees fifty-six (56) minutes forty-one (41) seconds East, five hundred eighty-three and thirty-three hundredths (583.33') feet in and along the paved roadway of S. R. 309 to a point; thence
12. North seventy-eight (78) degrees twenty-three (23) minutes fifty-four (54) seconds East, eight hundred eighty-six and five hundredths (886.05') feet in and along the paved roadway to S. R. 309 to a point; thence
13. South fifty-eight (58) degrees eighteen (18) minutes fifty-six (56) seconds East, three hundred sixty-one and forty-six hundredths (361.46') feet along lot 2 of the above mentioned subdivision to a concrete monument; thence
14. North seventy-seven (77) degrees forty-one (41) minutes zero (00) seconds East, three hundred eighty-one and seventy-one hundredths (381.71') feet along the same lot to a point; thence
15. South twelve (12) degrees sixteen (16) minutes forty-five (45) seconds East, twenty-three and eighty-one hundredths (23.81') feet in and along the centerline of S.R. 100 to the aforementioned point; thence
16. South eleven (11) degrees fifty (50) minutes thirty-nine (39) seconds East, one thousand six hundred forty-two and five hundredths (1,642.05') feet in and along the same centerline to the aforementioned point and place of beginning.

CONTAINING 2,945,914.18 square feet, or 67.6289 acres.

**TRANSFER TAX EXEMPT:**

This is a transaction between siblings, and is also a consolidation deed to establish in one deed the acquisition of title in the grantees by several prior deeds.

**TOGETHER** with all and singular, the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever in law, equity, or otherwise howsoever, of, in, to, or out of the same.

**TO HAVE AND TO HOLD** the said hereditaments and premises hereby granted and conveyed, or mentioned and intended so to be, with the appurtenances, unto the said Parties of the Second Part, their heirs and assigns, to and for the only proper use and behoof of the said Parties of the Second Part, their heirs and assigns, forever.

**AND** the said Parties of the First Part, as aforesaid, do covenant, promise and agree, to and with the said Parties of the Second Part, their heirs and assigns, that they the said Parties of the First Part have not done committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall, or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

**IN WITNESS WHEREOF** the said Parties of the First Part, have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Judith A. Apse

Judith A. Apse SEAL  
JUDITH A. APSCHÉ, INDIVIDUALLY  
AND AS EXECUTRIX OF THE ESTATE OF  
ESTHER A. WOLSTENHOLME, DECEASED

B. Kemp

Susan L. Yenser SEAL  
SUSAN L. YENSER, INDIVIDUALLY  
AND AS EXECUTRIX OF THE ESTATE OF  
ESTHER A. WOLSTENHOLME, DECEASED

Kathryn

Michael R. Yenser SEAL  
MICHAEL R. YENSER

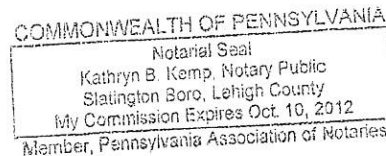


COMMONWEALTH OF PENNSYLVANIA )  
 : ss.  
COUNTY OF LEHIGH )

On this 7 day of November, 2008, before me, the undersigned officer, personally appeared JUDITH A. APSCHE, widow, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF ESTHER A. WOLSTENHOLME, DECEASED, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Indenture, and acknowledged that she executed the same for the purpose therein contained.

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

Kathryn B. Kemp

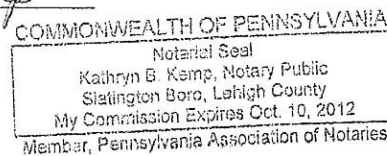


COMMONWEALTH OF PENNSYLVANIA )  
 : ss.  
COUNTY OF LEHIGH )

On this 7 day of November, 2008, before me, the undersigned officer, personally appeared SUSAN L. YENSER, married, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF ESTHER A. WOLSTENHOLME, DECEASED, and her husband, MICHAEL R. YENSER known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Indenture, and acknowledged that they executed the same for the purpose therein contained.

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

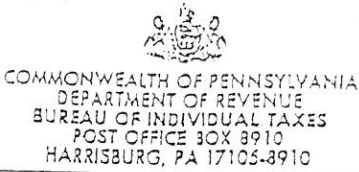
Kathryn B. Kemp



I HEREBY CERTIFY that the precise residence/post office address of the Grantees herein is:  
6023 Route 100, New Tripoli, PA 18066

Charles W. Stopp/ck  
Agent for Grantees





# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions.

RECORDER'S USE ONLY	
State Tax Paid	0
Book Number	7505506
Page Number	
Date Recorded	11-10-08

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name: Steckel and Stopp, Esquires Telephone Number: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: Slatington Area Code: 610 ) 760-1645  
 State: PA Zip Code: 18080

### B. TRANSFER DATA

Grantor(s)/Lessor(s): Judith A. Apsche & Susan L. Yenser Date of Acceptance of Document: \_\_\_\_\_  
 Executrices, Estate of Esther A. Wolstenholme, Grantee(s)/Lessee(s): Judith A. Apsche and Susan L. Yenser  
 Street Address: Deceased, and Individually Street Address: 6023 Route 100  
 City: New Tripoli State: PA Zip Code: 18066 City: New Tripoli State: PA Zip Code: 18066

### C. PROPERTY LOCATION

Street Address: 6319 Route 309 City, Township, Borough: Heidelberg Township  
 County: Lehigh School District: Northwestern Tax Parcel Number: 543977072710-1, and four others, see attachment

### D. VALUATION DATA

1. Actual Cash Consideration <u>1.00</u>	2. Other Consideration <u>+ -0-</u>	3. Total Consideration <u>= 1.00</u>
4. County Assessed Value <u>See Schedule attached for</u>	5. Common Level Ratio Factor <u>x the five (5) parcels</u>	6. Fair Market Value <u>= See attached</u>

### E. EXEMPTION DATA

1a. Amount of Exemption Claimed: 100%  
 1b. Percentage of Interest Conveyed: 100%

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession (Name of Decedent: \_\_\_\_\_ (Estate File Number: \_\_\_\_\_))
  - Transfer to Industrial Development Agency.
  - Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
  - Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_.
  - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
  - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.
  - Corrective deed (Attach copy of the prior deed).
  - Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
  - Other (Please explain exemption claimed, if other than listed above.) Transfer between siblings

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: Charles W. Stopp /pk Date: 11/7/08

REALTY TRANSFER TAX  
STATEMENT OF VALUE

D. VALUATION DATA

5. Common Level Ratio Factor: 3.70

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<u>PIN Number</u>	4. <u>County Assessed Value</u>	6. <u>Fair Market Value</u>
543977072710 1	121,400.00	449,180.00
543987912721 1	25,600.00	94,720.00
543996356132 1	13,200.00	48,840.00
543997021746 1	12,000.00	44,400.00
543976664482 1	117,950.00	436,415.00



EXHIBIT B

Search Result Print View - Public

Street View



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**Property Overview**

	2019	
<b>Owner Name</b>	APSCHE JUDITH A & SUSAN L YENSER	
<b>Owner Address</b>	6023 PA ROUTE 100 NEW TRIPOLI PA 18066-2034	
<b>Property Address</b>	* PA ROUTE 309 NEW TRIPOLI PA 18066	
<b>Parcel Viewer</b>	<b>View in Parcel Viewer</b>	
<b>Low Number</b>	*	
<b>High Number</b>	*	
<b>Unit/Lot</b>		
<b>Sub Division</b>		
<b>Tax Authority</b>	HEIDELBERG TOWNSHIP	
<b>School District</b>	NORTHWESTERN SCHOOL DISTRICT	
<b>Parcel Id</b>	543976664482 1	
<b>Old Parcel Id</b>	10 E05 013 002 319	
<b>Tile</b>	495317	
<b>Acres/Dimension</b>	67.6289 ACRES	
<b>Lot Sq Ft</b>	2945914	
<b>Utilities</b>	NONE	
<b>Class</b>	AGRICULTURAL	
<b>Land Use</b>	VACANT LAND - AGRICULTURAL 50 ACRES AND UP	
<b>Living Units</b>	0	
<b>Zoning</b>	AP	
<b>Homestead Act 72</b>	You may apply if it is your permanent primary residence.	
<b>Preferential Land Act</b>	ACT 319	
<b>Agricultural Easement</b>	AGRICULTURAL EASEMENT	
<b>Assessment Base Year</b>	2013	
	Exempt Land	480,400
	Exempt Building	0
<b>Total Assessment</b>	Taxable Land	46,300
	Taxable Building	0
	Total	526,700
	Taxable Total	46,300
	<b>Mills</b>	<b>Taxes</b>
	County	3.640000 \$ 168.53

		2019	
<b>Taxes</b>	School	16.613800	\$ 769.22
	Municipality	1.400000	\$ 64.82
	Total		\$ 1,002.57
<b>Bill Number</b>	1000025		
<b>LC_PropertyAddress</b>	* PA ROUTE 309 NEW TRIPOLI PA 18066		

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**Sales History**

Sale Date	Owner Name	Document Id	Sale Price
11/2008	APSCHE JUDITH A & SUSAN L YENSER	7505506	\$ 1
02/2008	APSCHE JUDITH A & SUSAN L YENSER	7466277	\$ 1
06/2006	WOLSTENHOLME ESTHER A ET AL	7351090	\$ 1
08/1997	WOLSTENHOLME ESTHER A ET AL	1590/0418	\$ 1
04/1997	WOLSTENHOLME ESTHER A ET AL	1583/0104	\$ 1

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The building sketch represents the actual exterior measurement of the structure as measured from the outside. The sketch will show any attached areas and will be labeled with a descriptive code. Measurements are rounded to the nearest foot. Certain sketch dimensions and angles are drawn in approximation to their actual measurements.

The total square-foot area includes only the assessed living area of a residential structure, generally areas that are heated and/or cooled. Living area does not include porches, decks, patios, or garages.

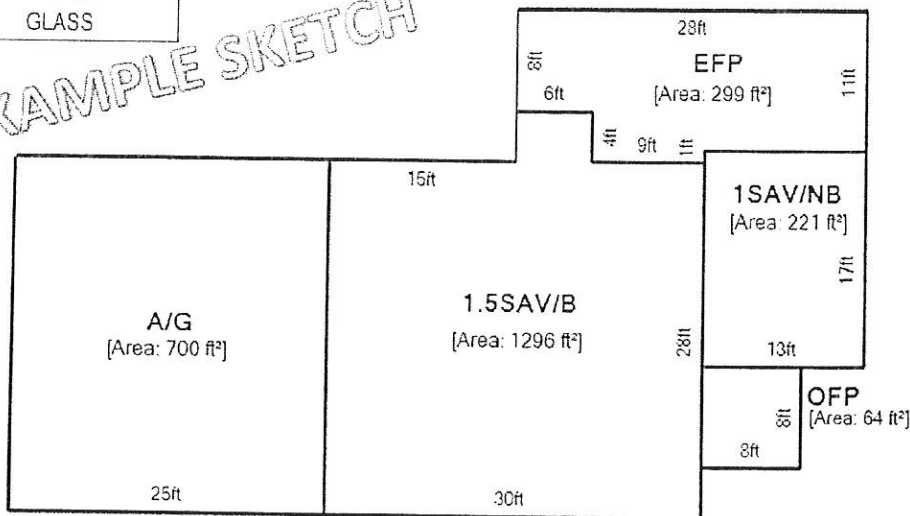
Some of the common abbreviations are listed below for reference:

BUILDING STYLE	
CODE	DESCRIPTION
1S	1 STORY
1.5S	1½ STORY
2S	2 STORY
2.5S	2½ STORY
3S	3 STORY
3.5S	3½ STORY
B-L	BI-LEVEL
S-L	SPLIT-LEVEL

EXTERIOR	
CODE	DESCRIPTION
AV, A, V	ALUMINUM OR VINYL
B	BRICK
B&F	BRICK & FRAME
BFR	BRICK FRONT
BTR	BRICK TRIM
C	CONCRETE
CB	CONCRETE BLOCK
F, FR	FRAME
ST	STONE
SD	STUCCO OR DRYVIT
MTL	METAL
GL	GLASS

CODE	DESCRIPTION	CODE	DESCRIPTION
A	ATTIC	IGP	INGROUND POOL
BAL	BALCONY	LD	LOADING DOCK
B	BASEMENT	MP	MASONRY PATIO
BAY	BAY	MS	MASONRY SLAB
BSG	BASEMENT GARAGE	NB	NO BASEMENT
BW	BREEZEWAY	NA	NOT ADDED
BLT	BUILT	NI	NOT INCLUDED
CP	CARPORT	OFP	OPEN FRAME PORCH
CPY	CANOPY	OMP	OPEN MASONRY PORCH
CC	CATHEDRAL CEILING	OH	OVERHANG
CRLS	CRAWL SPACE	PB	PART BASEMENT
DECK	DECK	PW	PARTY WALL
EFP	ENCLOSED FRAME PORCH	RECRM	RECREATION ROOM
EMP	ENCLOSED MASONRY PORCH	S	SHED
FB	FINISHED BASEMENT	SQFT	SQUARE FOOT
FDN	FOUNDATION	STRG	STORAGE
G	GARAGE	UFB	UNFINISHED BASEMENT
GH	GREENHOUSE	WD	DECK

EXAMPLE SKETCH



Information on this site is used for tax assessment purposes only and is subject to change without prior notice. The County of Lehigh Assessment Office assumes no responsibility for the use of the information for any other purpose. The use of information for any other purpose other than for tax assessment purposes is the sole and exclusive responsibility of the individual or entity using the information.

EXHIBIT C

# FARMLAND LEASE

This lease effective the 1<sup>st</sup> day of January 2018 by and between Judith Apsche of Bittersweet Road, Levittown, PA and Susan Yenser of Route 100, New Tripoli, PA 18066 LESSOR, party of the first part, and David P. Kerschner of 5902 Kerschner Road, New Tripoli, PA 18066, LESSEE, party of the second part, WITNESSETH:

The LESSOR agrees to lease that tract of land located 1/2 mile north of the Village of Pleasant Corners, Heidelberg Township, Lehigh Comity, Pa. along Route 309 and Route 100. It is approximately 55 acres of tillable ground. The term of this lease is for (5) years beginning with the 2018 crop year through the 2022 crop year for the sum of \$4,125.00 (\$75.00 per acre) yearly. Rent payable by December of each year.

The LESSEE does covenant and agrees as follows:

(1) To use proper crop rotation methods, to exercise good farm husbandry methods, to apply fertilizer and lime in such amounts as the soil may require an to provide the necessary seed for the growing of crops.

(2) To comply with crop allotment requirements and regulations regarding contour and strip farming that may be hereafter established by the U.S. Dept. of Agriculture.

3) To utilize the soil in conformity with the present established contours in order to keep erosion to a minimum.

During the term of this lease, the LESSEE shall be entitled to all crops grown on the premises. The LESSEE assumes full responsibility for any injuries that may occur on the leased premises to any employees or agents, and agrees to save the LESSOR harmless from any suits for any such injuries that may occur during the term of this tenancy.

Also on an annual basis, the LESSEE shall provide certificate of insurance covering their liability in the operation of the property contained in the lease, and that the LESSORS be named as additional insured on said policy.

The LESSOR shall have the privilege to cancel this lease prior to the expiration of the term providing that the LESSEE shall be permitted to harvest any crops which were planted prior to notification to cancel.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

Judith A. Apsche 12-17-18  
Judith A. Apsche Date

Susan L. Yenser 1-31-18  
Susan L. Yenser Date

David P. Kerschner 1-31-18  
David P. Kerschner Date

WITNESS

[Signature]

EXHIBIT D

Prepared By: Lehigh Co. Ag. Land Pres. Bd.  
4184 Dorney Park Road., Ste. 102  
Allentown, PA 18104  
610-391-9583

Return To: Lehigh Co. Ag. Land Pres. Bd.  
4184 Dorney Park Road., Ste. 102  
Allentown, PA 18104  
610-391-9583

UPI# 543977072710 543976664482

RECORDED  
04/07/2009 3:17:35 PM  
RECORDER OF DEEDS  
LEHIGH COUNTY  
PENNSYLVANIA  
Inst Num: 2009012194

DPERCOUNTY-ONLY (6-2006)

DEED OF AGRICULTURAL CONSERVATION EASEMENT  
TO A COUNTY IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made  
this 7th day of April, 2009, by and between Judith A. Apsche and  
Susan L. Yenser (hereinafter, "Grantor") and the County of  
Lehigh, Pennsylvania by and through its Agricultural Land Preservation Board  
(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  
Heidelberg Township, Lehigh County, Pennsylvania more  
particularly described in Exhibit "A" attached hereto consisting of 103.4530 acres and all  
buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the said County Agricultural Land Preservation Board has determined  
to 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 \$ 600,027.40 dollars, the receipt  
and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and  
sell, and convey to the County of Lehigh, Pennsylvania (through its  
Agricultural Land Preservation Board), its successors and assigns (hereinafter, "Grantee") and  
Grantee voluntarily accepts, an agricultural conservation easement in the subject land, under and  
subject to the Act and to 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 ACTIVITIY 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 any 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.

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.

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 Lehigh, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on May 23, year of 1996, 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 activity 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 Grantees, their 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 Grantees have 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 Grantees, their 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, Grantees, their 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 the 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.

Grantees, their successors, assigns or designees shall also have the right to inspect the subject land at any time, without prior notice, if Grantees have 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 Grantees, their 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 perpetual in duration. 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 of 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 Grantees, their 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.

Exhibit "A"  
DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT  
JUDITH A. APSCHE & SUSAN L. YENSER  
HEIDELBERG TOWNSHIP  
LEHIGH COUNTY, PA

JANUARY 16, 2009

ALL THAT CERTAIN tract or parcel of land situate in the Township of Heidelberg, the County of Lehigh and Commonwealth of Pennsylvania, being shown on a plan titled "Plan Of Agricultural Conservation Easement - Survey Plan, "Judith A. Apsche & Susan L. Yenser", dated January 16, 2009, prepared by Arthur A. Swallow Associates, Allentown, PA, being bounded and further described as follows, to wit:

BEGINNING at a railroad spike set at the intersection of Werleys Corner Road (S.R. 4019) and PA Route 100 (S.R. 0100) said point being the most southeasterly corner of the premises described herein;

Thence (1) along the centerline of Werleys Corner Road (S.R. 4019) South  $57^{\circ}30'54''$  West a distance of 435.54 feet to a railroad spike set;

Thence (2) along lands now or formerly of Frederick and Rhonda Duld North  $35^{\circ}32'15''$  West a distance of 218.09 feet to an iron pin found;

Thence along lands now or formerly of David and Pamela Kerschner the following four (4) courses:

- (3) North  $29^{\circ}38'37''$  West a distance of 805.20 feet to a rebar and cap set,
- (4) South  $74^{\circ}48'18''$  West a distance of 532.95 feet to a concrete monument set,
- (5) South  $71^{\circ}17'36''$  West a distance of 763.91 feet to a concrete monument set,
- (6) North  $77^{\circ}02'17''$  West a distance of 561.39 feet to an triple oak tree,

Thence (7) along lands now or formerly of Paul and Linda Kovalchik, lands now or formerly of Tim and Tammy Wessner and lands now or formerly of Gary and Cheryl Mengel North  $22^{\circ}57'15''$  West (passing over an iron pin found at a distance of 564.75 feet) a total distance of 1,034.16 feet to a mag spike set on the north side of PA Route 309 (S.R. 0309);

Thence along PA Route 309 (S.R. 0309) the following two (2) courses:

- (8) South  $79^{\circ}35'32''$  East a distance of 44.43 feet to a point,
- (9) along a curve to the left having a radius of 1,724.00 feet, (a central angle of  $13^{\circ}46'20''$ , a chord bearing of South  $86^{\circ}24'22''$  East and a chord distance of 413.40 feet) an arc length of 414.40 feet to a mag spike set on the north side of PA Route 309;

Thence (10) along lands now or formerly of David A. and Karen F. Bivans and lands now or formerly of Julius V. Dobranski North  $13^{\circ}06'32''$  West (passing over an iron pin found at a distance of 493.50 feet) a total distance of 989.39 feet to an iron pin found;

Thence (11) partially along lands now or formerly of Reynold P. Gabel Jr. and Dena J. Gabel, lands now or formerly of Edward M. Mish Jr. and Kathy L. Mish and lands now or formerly of Blaine S. and Mary E. Dellecker North  $66^{\circ}48'31''$  East (passing over an iron pin found at a distance of 493.50 feet) a total distance of 1261.80 feet to an iron pin found;

Thence (12) along lands now or formerly of Bobby Simock, lands now or formerly of Blue Mountain View Properties, lands now or formerly of Lee R. and Ruth R. Miller and crossing PA Route 309 (S.R. 309) South  $23^{\circ}27'34''$  East (passing over an iron pin found at a distance of 793.48 feet and an iron pin found at a distance of 993.53 feet) a total distance of 1,240.83 feet to a rebar and cap set;

Thence (13) along lands now or formerly of First Star Bankcorp Inc. South  $64^{\circ}10'52''$  East (passing over an iron pin found at a distance of 12.64 feet) a total distance of 361.46 feet to an iron pin found;

Thence (14) continuing along lands now or formerly of First Star Bankcorp Inc North  $71^{\circ}49'04''$  East (passing over an iron pin found at a distance of 335.34 feet) a total distance of 381.74 feet to a railroad spike found in the centerline of PA Route 100;

Thence (15) along the centerline of PA Route 100 (S.R. 0100) South  $18^{\circ}08'41''$  East a distance of 23.81 feet to a point,

Thence (16) continuing along the centerline of Route 100 (S.R. 0100) South  $17^{\circ}42'35''$  East a distance of 1,446.31' feet to a point;

Thence partially along a Bell Atlantic- PA (Verizon) Easement the following three (3) courses:

(17) South  $72^{\circ}17'25''$  West a distance of 67.71 feet to a rebar and cap set,

(18) South  $17^{\circ}42'35''$  East a distance of 27.00 feet to a rebar and cap set,

(19) North  $72^{\circ}17'25''$  East a distance of 67.71 feet to a point,

Thence (20) along the centerline of PA Route 100 (S.R. 0100) South  $17^{\circ}42'35''$  East a distance of 168.74 feet to the PLACE OF BEGINNING.

CONTAINING approximately 4,506,413 square feet or 103.4530 acres.

Prepared by:

Arthur A. Swallow, PLS  
Arthur A. Swallow Associates

Commonwealth of Pennsylvania  
County of Lehigh

Conservation Plan Agreement

Landowner Judith A. Apsche & Susan L. Yenser

Address: J: 41 Bittersweet Rd., Levittown, PA 19057

S: 6023 Route 100, New Tripoli, PA 18066

Telephone: J: 215-943-8983 ; S: 610-767-1496

Township: Heidelberg Easement Acreage: 103.4530

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;

WHEREAS, Conservation Plans for the subject land have been prepared by William McFadden, dated March 11, 2009, and identified as plan Tracts 1672 & 1673, or 'as amended, located on file in the Lehigh County Conservation District office and a copy of which is maintained in the landowner's file documentation in both the County Agricultural Land Preservation Board and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation Office, as required by Act 43 and Chapter 138e. Rules and Regulations:

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) 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 schedules as written and agreed upon prior to settlement of the easement, as indicated in the Conservation Plans Tracts 1672 & 1673. If the management or operation of this property changes, I/We will contact the County Board and/or the conservation planner to modify the Conservation Plan as necessary. I/We hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

John W. J. 4/7/09  
Witness Date

Susan Yenser 4/7/09  
Owner Date

John W. J. 4/7/09  
Witness Date

Judith Apsche 4/7/09  
Owner Date

Conservation Plan approved by the Lehigh County Conservation District as prepared by William McFadden.

John W. J.  
County Board Representative

4/7/09  
Date

ADDENDUM #1

IT IS AGREED THAT THE DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 7th day of April, 2009, by and between (hereinafter, "Grantor") and the County of Lehigh, Pennsylvania (hereinafter "Grantee") IS HEREBY MODIFIED TO PROVIDE AS FOLLOWS:

Building Coverage

No more than ten percent (10%) of the total conservation easement area shall be covered by permanent buildings for any purpose. Temporary agricultural buildings that do not have permanent foundations will not be considered as permanent buildings. The spaces between buildings, such as yard areas, driveways, and parking areas, shall not be included in the calculation of building coverage. Buildings that are present on the restricted land on the date of the granting of the conservation easement shall be included in the calculation of building coverage.

Subdivision Guidelines

SUBJECT, ALSO, to the Subdivision Guidelines of the County of Lehigh Agricultural Land Preservation Program as recorded in the land records of Lehigh County at Miscellaneous Book Volume 830, Page 907.

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

Witness:

[Signature]  
\_\_\_\_\_

GRANTOR

Judith A. Apsche [Seal]  
Judith A. Apsche  
Susan L. Yenser [Seal]  
Susan L. Yenser  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [Seal]  
\_\_\_\_\_ [Seal]

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

GRANTOR

Witness:

Erin 7/20/15

Judith A. Apsche [Seal]  
Judith A. Apsche

Susan L. Yenser [Seal]  
Susan L. Yenser

[Seal]

[Seal]

ACKNOWLEDGMENT


COUNTY OF Lehigh

SS:

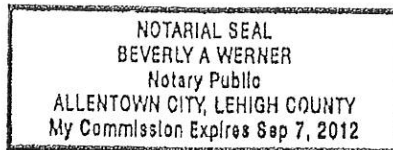
COMMONWEALTH OF PENNSYLVANIA

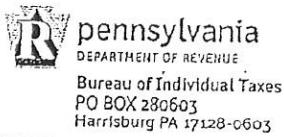
On this 7th day of April, 2009,  
before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in  
the City of Allentown personally appeared the above  
named Judith A. Apsche and Susan L. Yenser, and in due  
form of law acknowledged the above Deed of Agricultural Conservation 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

My Commission expires:





# REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	2009012194
Page Number	
Date Recorded	4/7/09

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. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

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

Name Eman H. Jarrah, Esquire		Telephone Number: (610) 782-3180	
Street Address 17 South Seventh Street		City Allentown	State PA
		ZIP Code 18101	

**B. TRANSFER DATA**

Grantor(s)/Lessor(s) Judith A. Apsche & Susan L. Yenser		Date of Acceptance of Document	
Street Address See Attached		Grantee(s)/Lessee(s) Lehigh County	
City		Street Address 17 South Seventh Street	
State	ZIP Code	City Allentown	State PA
			ZIP Code 18101

**C. REAL ESTATE LOCATION**

Street Address 6319 Route 309		City, Township, Borough New Tripoli, Heidelberg Township	
County Lehigh	School District Northwestern Lehigh	Tax Parcel Number 543977072710, 543976664482	

**D. VALUATION DATA**

1. Actual Cash Consideration 600,027.40	2. Other Consideration + 0.00	3. Total Consideration = 600,027.40
4. County Assessed Value n/a	5. Common Level Ratio Factor X	6. Fair Market Value =

**E. EXEMPTION DATA**

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

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (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, if other than listed above.) Transfer is exempt as a conveyance of an Agricultural Conservation Easement under Agricultural Area Security Law.

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 <i>Eman H. Jarrah</i>	Date 4/7/09
--	----------------

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



Realty Transfer Tax Statement of Value  
Attachment to Item B – Transfer Data: Grantors/Lessors

<u>Grantor/Lessors</u>	<u>Street Address</u>	<u>City, State, Zip Code</u>
Judith A. Apsche Susan Yenser	41 Bittersweet Road 6023 Route 100	Levittown, PA 19057 New Tripoli, PA 18066-2034

ANDREA E. NAUGLE  
LEHIGH COUNTY CLERK OF JUDICIAL RECORDS



Recorder of Deeds Division  
Deborah A. Casciotti, Chief Deputy  
Lehigh County Government Center  
17 S. Seventh Street - Room 350  
Allentown, PA 18101-2400  
610-782-3162

\*RETURN DOCUMENT TO:  
WILLIAM F JR KOCHER  
509 LINDEN ST  
ALLENTOWN, PA 18101

Instrument Number - 2009012194  
Recorded On 4/7/2009 At 3:17:35 PM

\* Instrument Type - EASEMENT  
Invoice Number - 12102      User ID: LSA  
\* Grantor - APSCHE, JUDITH A  
\* Grantee - LEHIGH COUNTY OF  
\* Customer - WILLIAM F JR KOCHER

\*Total Pages - 14

\* FEES

STATE WRIT TAX	\$0.50
STATE JCS	\$10.00
RECORDING FEES	\$31.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$46.50

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
of Lehigh County, Pennsylvania



*Andrea E Naugle*  
Andrea E. Naugle  
Clerk of Judicial Records  
Recorder of Deeds Division

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

INSTRUMENT NUMBER - 2009012194

