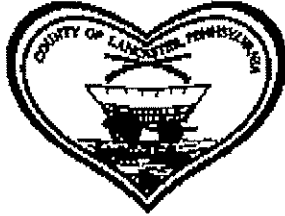
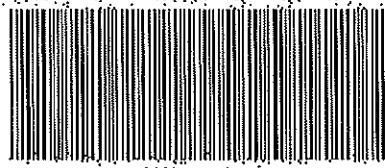


**Lancaster County**

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



INSTRUMENT # : 6247828  
 RECORDED DATE: 01/27/2016 02:16:35 PM



3767958-00443

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 28

**Document Type:** DEED  
**Transaction Reference:**  
**Document Reference:**

**Transaction #:** 3664536 - 1 Doc(s)  
**Document Page Count:** 27  
**Operator Id:** armers

**RETURN TO: (Email)**  
 Courtney Davis  
 635 N. 12th Street  
 Suite 101  
 Lemoyne, PA 17043  
 (717) 724-9821

**SUBMITTED BY:**  
 Courtney Davis  
 635 N. 12th Street  
 Suite 101  
 Lemoyne, PA 17043

**\* PROPERTY DATA:**

Parcel ID #: 380-4065300000  
 Municipality: LITTLE BRITAIN TOWNSHIP  
 (100%)  
 School District: SOLANCO SD

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

|                     |                 |
|---------------------|-----------------|
| RECORDING FEE: DEED | \$13.00         |
| CRC #6544           | \$2.00          |
| RIF #6543           | \$3.00          |
| WRIT TAX            | \$0.50          |
| AFF HSG #6557       | \$11.50         |
| PA SURCHARGE #6548  | \$35.50         |
| EXTRA PAGE FEE      | \$46.00         |
| <b>Total:</b>       | <b>\$111.50</b> |

INSTRUMENT # : 6247828  
 RECORDED DATE: 01/27/2016 02:16:35 PM

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



*Bonnie L. Bowman*

**Bonnie L. Bowman**  
 Recorder of Deeds

**PLEASE DO NOT DETACH**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Schedule B

21

Prepared By: Maurine Smith

This Document Recorded  
 03/30/2007 State RTT: 0.00 Doc Id: 5606255  
 10:18AM Local RTT: 0.00 Receipt #: 673452  
 Doc Code: 05 Lancaster County, Recorder of Deeds Office Rec Fee: 10.50

Return To:  
 Agricultural Preserve Board  
 2005-017

5606255  
 Page: 1 of 21  
 03/30/2007 10:18AM

UPI# 380-93668-0-0000  
 DPERSF (6-2006)

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

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 20<sup>th</sup> day of March, 2007, by and between Joseph L. and Ruth Ann DeLong (hereinafter, "Grantor") and the Commonwealth of Pennsylvania (hereinafter "Grantee") is made pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in Little Britain Township, Lancaster County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of 210.84 acres and all buildings and improvements erected thereon ("the subject land");

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

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

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

NOW THEREFORE, in consideration of the sum of \$ 698,934.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Grantee, its successors and assigns and the Grantee voluntarily accepts, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

Schedule B

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

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

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

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

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

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

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Lancaster, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on December 13, year of 2001, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GRANTOR

Witness:

George F. Clark  
George F. Clark  
\_\_\_\_\_

Joseph L. De Long [Seal]  
Ruth Ann De Long [Seal]  
\_\_\_\_\_ [Seal]  
\_\_\_\_\_ [Seal]

ACKNOWLEDGMENT

COUNTY OF Lancaster

SS:

COMMONWEALTH OF PENNSYLVANIA

On this 20<sup>th</sup> day of March, 2007, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Lancaster personally appeared the above named Joseph L. DeLong and Ruth Ann DeLong, 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.

Maurine G. Smith  
Notary Public

My Commission expires:





WE, THE UNDERSIGNED, respectively being the Chairman of the Lancaster County Agricultural Preserve Board and the duly elected Commissioners of the County of Lancaster, hereby accept and approve the foregoing Deed of Easement in the nature of a restriction on the use of land.

ACCEPTED AND APPROVED this 25<sup>th</sup> day of October, 2004.

[Signature]  
Chairman  
Lanc. Co. Agricultural Preserve Board

[Signature]  
Chairman  
Lancaster County Commissioners

[Signature]  
Commissioner  
Lancaster County Commissioners

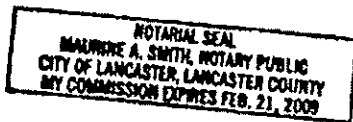
[Signature]  
Commissioner  
Lancaster County Commissioners

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA )  
 )SS:  
COUNTY OF LANCASTER )

On this 25<sup>th</sup> day of October, 2004, before me, the undersigned Notary Public, personally appeared El. Eugene Garber, Dick Shellensberger, Molly S. Hardman + Howard + Pete Shurb known to me (or satisfactorily proven) to be the person or persons whose names are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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



Maurine A. Smith  
Notary Public

On motion of Commissioner Shaub, seconded by Commissioner Henderson, it was agreed for the County of Lancaster to enter into Contracts of Sale of Agricultural Conservation Easements with the following property owners:

| <u>Name/Township</u>                                  | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|-------------------------------------------------------|-------------------------|---------------------|--------------------|
| Levi F. & Katie Z. Stoltzfus<br>West Donegal Township | Perpetual               | \$232,435.00        | \$0.00             |

The Commissioners also certify that the Stoltzfus property, consisting of 80.15 acres, is located in an Agricultural Security Area in West Donegal Township.

| <u>Name/Township</u>                        | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|---------------------------------------------|-------------------------|---------------------|--------------------|
| Clair H. & Anne B. Hershey<br>Penn Township | Perpetual               | \$84,943.00         | \$0.00             |

The Commissioners also certify that the Hershey property, consisting of 49.53 acres, is located in an Agricultural Security Area in Penn Township.

| <u>Name/Township</u>                        | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|---------------------------------------------|-------------------------|---------------------|--------------------|
| Barbara E. Witmer<br>West Lampeter Township | Perpetual               | \$239,960.00        | \$0.00             |

The Commissioners also certify that the Witmer property, consisting of 119.98 acres, is located in an Agricultural Security Area in West Lampeter Township.

| <u>Name/Township</u>                                | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|-----------------------------------------------------|-------------------------|---------------------|--------------------|
| Robert A. & Mabel I. Breneman<br>Strasburg Township | Perpetual               | \$0.00              | \$362,443.00       |

The Commissioners also certify that the Breneman property, consisting of 107.55 acres, is located in an Agricultural Security Area in Strasburg Township.

"continued"

**Agricultural Conservation Easements**

Page 2

| <u>Name/Township</u>                                  | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|-------------------------------------------------------|-------------------------|---------------------|--------------------|
| Willis B. & Miriam A. Krantz<br>East Drumore Township | Perpetual               | \$0.00              | \$267,857.00       |

The Commissioners also certify that the Krantz property, consisting of 102.08 acres, is located in an Agricultural Security Area in East Drumore Township.

| <u>Name/Township</u>                                   | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--------------------------------------------------------|-------------------------|---------------------|--------------------|
| Joseph L. & Ruth Ann DeLong<br>Little Britain Township | Perpetual               | \$0.00              | \$698,934.00       |

The Commissioners also certify that the DeLong property, consisting of 210.84 acres, is located in an Agricultural Security Area in Little Britain Township.

Motion passed unanimously.

I, Andrea McCue, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 25th day of October, 2006.

ATTEST

*Andrea McCue*  
 \_\_\_\_\_  
 Chief Clerk  
 County of Lancaster, Pennsylvania  
 Date: October 25, 2006

10/25/06

**Exhibit "A"**

**ALL THAT CERTAIN** tract of agricultural land to be preserved situate in a northerly direction from School House Road (T-349) and said tract being located in a southerly direction from Shady Lane (T-337) in the Township of Little Britain, County of Lancaster and Commonwealth of Pennsylvania, being shown on a Lancaster County Agricultural Land Preservation Survey, prepared by Saxinger & Black, Inc., Land Surveyors and Landscape Architects, dated October 10, 2006, bearing job number 06431-04, and said tract being more fully bounded and described as follows:

**BEGINNING** at a point, said point being a railroad spike located in or near the intersection of King Pen Road (T-490) and Oak Road (T-341); thence continuing along the south side of Oak Road (T-341) N 67° 29' 27" E, 231.99' to a point, said point being a railroad spike set in or near the centerline of Oak Road (T-341), and said point being in line with lands of, now or formerly, Samuel F. and Barbara E. Smucker; thence continuing along lands of said Smucker S 46° 09' 14" E, 2,364.23' to a point, said point being a stone found in line with lands of, now or formerly, Darrell A. and Maryann Holcombe; thence continuing along lands of said Holcombe and along lands of, now or formerly, Martin E. and Norine G. Reinhardt, Robert F. and Kathleen M. Hall, Robert J. and Adele E. Hall, and along two tracts of lands of, now or formerly, Ronald L. and M. Christine Ulrich, respectively, S 46° 01' 14" W, 1,135.93' to a point, said point being an axel found in line with lands of, now or formerly, Daniel R. and Kathleen W. Roberts; thence continuing along lands of said Roberts S 80° 20' 29" W, 272.87' to a point, said point being a railroad spike set in or near the center of Ashville Road (S.R. 2006); thence continuing along the center of Ashville Road (S.R. 2006) S 27° 58' 31" E, 160.00' to a point, said point being a railroad spike set in or near the centerline of Ashville Road (S.R. 2006); thence leaving the center of Ashville Road (S.R. 2006) in a westerly direction and continuing along the northerly side of School House Road (T-349) and along lands of, now or formerly, Enos K. and Elizabeth F. Lapp, and crossing King Pen Road (T-490), and continuing along lands of Little Britain Amish School and along lands of said Lapp S 47° 08' 31' W, 1,105.76' to a point, said point being a concrete monument set in line with lands of said Lapp; thence continuing along lands of said Lapp S 43° 14' 43" W, 777.10' to a point, said point being a concrete monument found, and said point being a corner of lands of, now or formerly, Robert E. and Joyce D. Wagner, and said point being a corner of lands of, now or formerly, H. Landis and Pauline Z. Weaver; thence continuing along lands of said Weaver N 30° 25' 26" W, 2,790.46' to a point, said point being a railroad spike set on the west side of Ashville Road (S.R. 2006); thence crossing Ashville Road (S.R. 2006) and continuing along lands of, now or formerly, Noah N. Sensenig N 08° 53' 26" E, 759.65' to a point, said point being an PK nail set in or near the center of Oak Road (T-341); thence continuing in and along the center of Oak Road N 69° 11' 03" E, 499.98' to a point, said point being a PK nail set, and said point being in line with lands of Neil L. and Donna M. Wiker; thence continuing along lands of said Wiker N 20° 48' 57" W, 307.00' to a point, said point being a rebar pin set; thence continuing along the same and along lands of, now or formerly, D. Michael and Dawn M. Kreider, respectively, S 69° 11' 03" W, 300.00' to a point, said point being in line with lands of, now or formerly, James A. and Heather L. Constein; thence continuing along lands of said Constein N 20° 48' 57" W, 89.86' to a point, said point being an iron pipe found in line with lands of, now or formerly, J. David and Beverly J. Hess; thence continuing along lands of said Hess N 54° 51' 34" W, 187.20' to a point, said point being a railroad spike set in or near the center

of Shady Lane (T-337), and the last course having crossed an iron pipe on the southerly side of Shady Lane (T-337); thence continuing in and along Shady Lane (T-337) N 28° 40' 50" E, 283.29' to a point, said point being a rebar set in or near the northerly side of Shady Lane (T-337), and said point being in line with lands of, now or formerly, Aaron S. and Sadie S. Kinnsinger; thence continuing in and along Shady Lane (T-337) and along lands of said Kinnsinger, respectively, N 57° 03' 54" E, 1,277.05' to a point, said point being a stone found in line with lands of said Kinnsinger; thence continuing along lands of said Kinnsinger and crossing King Pen Road (T-490), and continuing along lands of, now or formerly, Robert B. and Emily L. Reath, respectively, N 21° 28' 43" E, 602.63' to a point, said point being an iron pipe found at a corner of lands of David L. and Carol L. Fite, and said point being in line with lands of, now or formerly, Glen D. and Doris E. Fite; thence continuing along lands of said Glen D. and Doris E. Fite S 62° 21' 13" E, 676.00' to a point, said point being in line with lands of, now or formerly, John L. and Annie B. Smoker; thence continuing along lands of said Smoke the following two (2) courses: 1) S 40° 45' 47" W, 424.00' to a rebar pin set; 2) S 82° 41' 41" W, 344.21' to a point, said point being in line with lands of the same; thence continuing along the same and crossing King Pen Road (T-490), and along lands of, now or formerly, Robert F. and Connie W. O'Connor, and Christopher Potchak, respectively, S 43° 42' 03" W, 696.22' to a point, said point being an iron pipe found at a corner of lands of said Potchak; thence continuing along lands of said Potchak S 67° 26' 58" E, 132.00' to a point, said point being a rebar pin set in line with lands of said Potchak; thence continuing along lands of said Potchak, and along lands of, now or formerly, Eileen Gannon and David R. Garman, respectively S 34° 41' 57" E, 435.79' to a point, said point being a rebar set in line with the north side of Oak Road (T-341); thence continuing along the north side of Oak Road (T-341) N 67° 29' 27" E, 200.63' to a point, said point being a rebar pin set in or near the north side of Oak Road (T-341); thence crossing Oak Road (T-341) and continuing along lands of, now or formerly, Clarence M. Wright, respectively, S 43° 54' 34" E, 288.00' to a point, said point being a rebar pin set in or near the north side of King Pen Road (T-490); thence continuing along the north side of King Pen Road (T-490) N 23° 35' 16" E, 386.69' to a point the Place of BEGINNING.

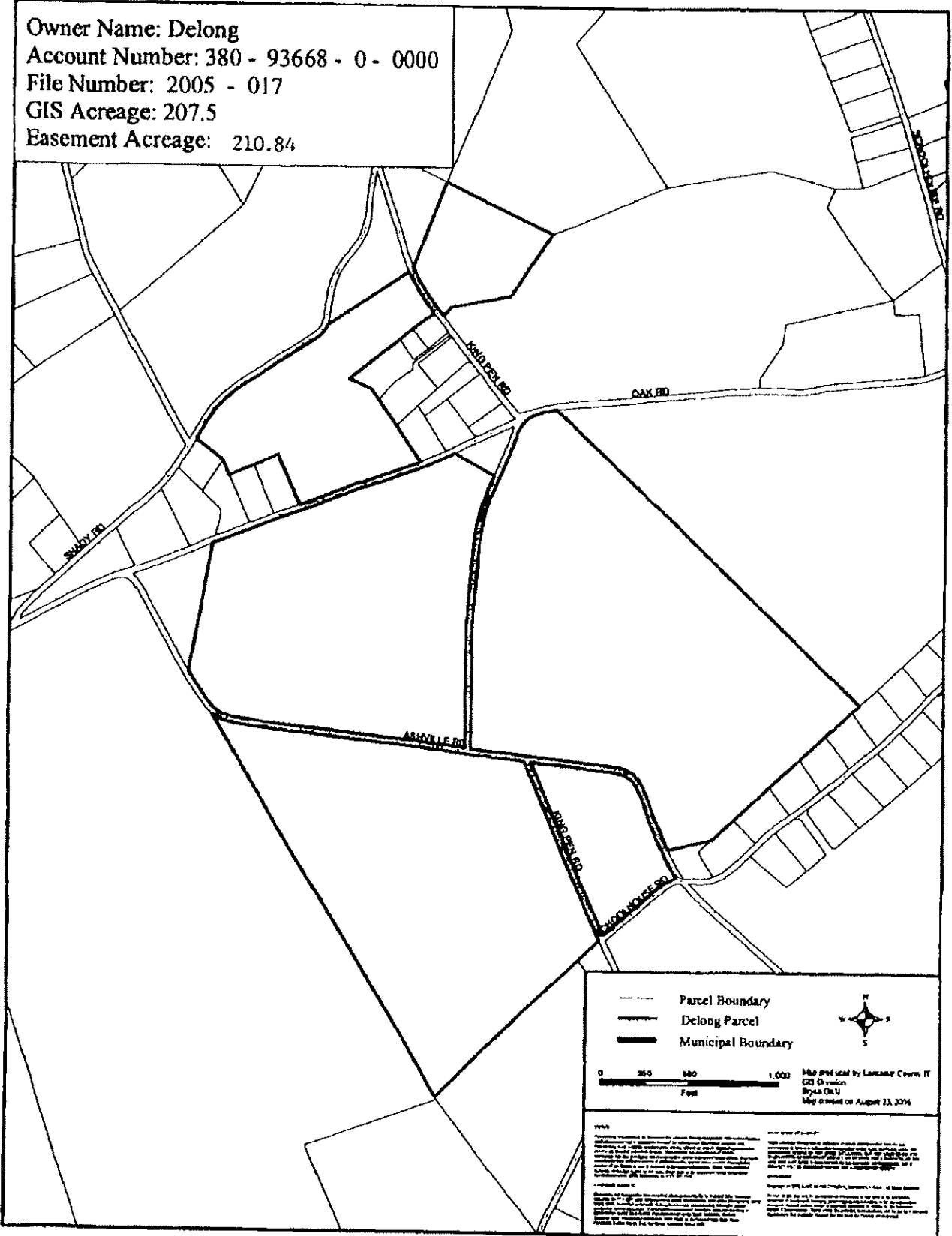
**CONTAINING: 210.841 acres**

**BEING THE REMAINING PREMISES** which Joseph L. DeLong and Ruth A. DeLong, husband and wife, by their Deed dated September 14, 1989 and recorded September 20, 1989 in the Lancaster County Office of the Recorder of Deeds in Record Book 2734, Page 242, granted and conveyed unto Joseph L. DeLong and Ruth A. DeLong, husband and wife, each as to an undivided one-half (1/2) interest as tenants in common, the Grantor(s) herein.

**ALSO BEING THE SAME PREMISES** which Joseph L. DeLong and Ruth A. DeLong, husband and wife, by their Deed of Correction dated even date herewith and intended to be recorded immediately prior hereto in the Lancaster County Office of the Recorder of Deeds, granted and conveyed unto Joseph L. DeLong and Ruth A. DeLong a/k/a Ruth Ann DeLong, husband and wife, each as to an undivided one-half (1/2) interest as tenants in common, the Grantor(s) herein.

**BEING** Lancaster County Tax Account Number 380-93668-0-0000.

Owner Name: Delong  
 Account Number: 380 - 93668 - 0 - 0000  
 File Number: 2005 - 017  
 GIS Acreage: 207.5  
 Easement Acreage: 210.84





Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Joseph L. & Ruth Ann DeLong

Address: 627 King Pen Rd City: Quarryville State: PA Zip: 17566

Telephone: on-file

Township: Little Britain Easement Acreage: 210.84

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, a Conservation Plan for the subject land has been prepared by Lancaster County Conservation District, dated 11-22-05, and identified as plan number 380-93668-0-0000, or as amended, is located on file in the Lancaster County Conservation District office and a copy of which is maintained in the landowners file documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138c. Rules and Regulations;

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the 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 on the easement, as indicated in the Conservation Plan identified as Plan No. 380-93668-0-0000 for Tract(s) No. 3511.

If the management or operation of this property changes, I/We will contact the County Board and/or conservation plan preparer 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.

Joseph L. DeLong 3-28-07 Margaret A. Smith 3-20-07  
Operator/Owner Date Witness Date

Ruth Ann DeLong 3-20-07 Margaret A. Smith 3-20-07  
Operator/Owner Date Witness Date

Conservation Plan approved by the Lanc. Co. Conservation District as prepared by Lanc. Co. Conservation District

Janey C. Ambler 3-20-07  
Board Representative Date



This Document Recorded  
64/23/2002 State RTT: 0.00 Doc Id: 6670013  
11:09AM Local RTT: 0.00 Receipt #: 83728  
Doc Code: 06 Lancaster County, Recorder of Deeds Office Rec Fee: 0.50

## THE LANCASTER COUNTY AGRICULTURAL PRESERVATION PROGRAM

### CORRECTIVE SUBDIVISION GUIDELINES FOR LAND SUBJECT TO AN AGRICULTURAL CONSERVATION EASEMENT

Subdivision Guidelines were adopted by the Agricultural Preserve Board on February 24, 1995 and apply to all farms preserved *subsequent* to this date. The Subdivision Guidelines were recorded in the Lancaster County Recorder of Deeds Office on November 1, 1995 in Deed Book 4788, Page 637.

These Corrective Subdivision Guidelines are to serve as a Correction to the Subdivision Guidelines as previously adopted on February 24, 1995, as recorded in the Lancaster County Recorder of Deeds Office on November 1, 1995 in Deed Book 4788, Page 637. Furthermore, these Corrective Subdivision Guidelines are considered retroactive to February 24, 1995. General Criteria, Section 4 (b) of the Subdivision Guidelines as previously adopted and subsequently recorded on the aforementioned dates is deleted. The intention of this section runs contrary to the Board's intent of permitting an additional residential dwelling and the subdivision that is permitted with the additional dwelling and/or existing dwelling pending all other requirements are met.

Specific easement language must be referred to for farms preserved *prior* to this date (2/24/95). All subdivisions require Agricultural Preserve Board review and approval. State Agricultural Land Preservation Board approval is required if the subject property was preserved with any State funding *subsequent* to the adoption of the original Subdivision Guidelines as heretofore mentioned.

#### Subdivision Guidelines

For a farm with a conservation easement that involved state funds, subdivision will be permitted subject to the limitations established in sections 138e.224 and 128e.225 and other applicable provisions of the Interim Guidelines for Implementation of the Agricultural Area Security Law (25 Pa. Bulletin 5253, November 25, 1995). In most cases, a farm preserved with State funds shall not be subdivided into parcels of less than fifty (50) acres, except no more than two (2) acres may be subdivided for the landowner's principal residence or housing for farm employees.

#### Purpose:

The purpose of the Lancaster County Agricultural Preserve Board ("County Board") Subdivision Guidelines are to implement the subdivision provisions of Pennsylvania's "Agricultural Area Security Law" (the "Act") (P.S. S.S. 901-915), as amended, and the Regulations promulgated there under by the Pennsylvania Department of Agriculture (the "Regulations"), to provide for the administration of such Act and Regulations, in conjunction with the present Subdivision Guidelines, as appropriated for Lancaster County, Pennsylvania.

Intent:

The Subdivision Guidelines are intended to preserve as much farmland as possible in integral tracts and to promote viable agricultural enterprises. The Board on a case-by-case basis, depending on the size of the subdivided tract, township zoning, neighborhood characteristics, and other pertinent factors, will consider special exceptions to the guidelines.

General Provisions:

Land subject to an agricultural conservation easement may be subdivided, provided the owner(s) meet(s) the criteria contained in these guidelines. All expenses incurred for such sub-division shall be the sole responsibility of the landowner(s). The burden of proof that any proposed subdivision of land subject to an Agricultural Conservation Easement conforms to and complies with the Act, the Regulations and the present Subdivisions Guidelines shall be upon the applicant(s)/landowner(s).

General Criteria:

The owner(s) of a tract of land subject to an Agricultural Conservation Easement "Property" that involved county funds or was donated to the County or involved county and private funds, may subdivide such Property, provided that:

1. All farm tracts created by the subdivision are and will remain economically viable for agricultural production, (i.e. capable of producing \$25,000.00 a year in gross sales of agricultural products); and
2. The subdivision is consistent with the Statement of Purpose of the Lancaster County Agricultural Preservation Board Program Guidelines, as amended; and
3. The subdivision conforms to County and Municipal planning, zoning and subdivision requirements. The subdivision has been reviewed and recommended for approval by the Lancaster County Planning Commission, the appropriate Township Planning Board and the Townships Board of Supervisors, pursuant to Pennsylvania's Municipalities Planning Code (Act 170), as amended; and
4. If the "Property" is one hundred (100) acres or less, subdivision shall be approved by the County Board only if:
  - a. The subdivision involves subdividing an existing dwelling and no more than two (2) acres; and
5. If the preserved parent tract is greater than one hundred (100) acres, the subdivision shall be permitted only if:
  - a. No new tracts below fifty (50) acres are created and the parent tract remains greater than fifty (50) acres in size; and

- b. The number of subdivided tracts per "Property" does not exceed the number allowed by the following schedule:

| Area Subject To The Agricultural Conservation Easement | Number of Farm Tracts Permitted |
|--------------------------------------------------------|---------------------------------|
| 100-200 Acres                                          | 2                               |
| 201-400 Acres                                          | 3                               |
| 401-600 Acres                                          | 4                               |
| 601-1,000 Acres                                        | 5                               |

- 6. Once a preserved farm has been subdivided, the new parcels and remaining parent parcel may not be further subdivided. The new deeds must reference the Regulations and present Subdivision Guidelines so that the landowner(s) can avoid unnecessary expenses. In this regard, landowner(s) is/are advised to carefully consider, prior to the submission of an application for the purchase by the County and/or Commonwealth of the original agricultural conservation easement, the exclusion from the proposed coverage of the easement of any land, which the landowner(s) may wish to develop for non-farm purposes in the future.

The applicant(s) shall submit the following information to the Lancaster County Agricultural Preserve Board:

- a. A letter of intent signed by the landowner(s) requesting the subdivision review and explaining the reasons for such a subdivision.
  - b. Include a demonstration based on crop and animal production and capacity that the agricultural economic viability of the resulting parcels will not be diminished as a result of the proposed subdivision.
  - c. Size and soils information for the proposed parcels, which information should be obtained from the Lancaster County Conservation District/Soil Conservation Service Offices.
- 7. The applicant(s) shall have the burden of demonstrating, by preponderance of evidence, that the criteria set out in these Subdivision Guidelines, as well as the requirements of the Act and Regulations, have been satisfied. If the applicant fails to do so, the Board shall not approve the application.
  - 8. Upon receipt of the application, the County Board shall cause to be forwarded written notification thereof to the County Zoning Office, County Planning Office and County Farmland Preservation Office, herein referred to as the "Reviewing Agencies".



- 9. Each Reviewing Agency shall have 60 days from receipt of such notification to review, comment and make recommendations on the proposed application to the County Board.
- 10. After reviewing the application and the comments and recommendations submitted by the reviewing agencies, the County Board shall approve or reject the application to subdivide within 120 days after the date of its filing unless the time is extended by mutual agreement of the landowner and Reviewing Agencies.
- 11. If the application to subdivide the land is approved by the County Board, a copy of the application, along with the comments and recommendations of the Reviewing Agencies, shall be forwarded to the State Board for review and approval or disapproval. When reviewing an application to subdivide land subject to an agricultural conservation easement, the State Board shall consider only whether the application complies with the conditions under which subdivisions are permitted by the approved County program. The State Board shall notify the County Board of its decision regarding the application.
- 12. If the application to subdivide is rejected by the County Board, the application shall be returned to the landowner with a written statement of the reasons for such rejection. Within 30 days after the receipt of the statement of rejection, the landowner may appeal the rejection in accordance with 2 Pa. C.C. Ch. 5, Subch. B (relating to practice and procedure of local agencies) and Ch. 7 Subch. B (relating to judicial review of local agency action).

Adopted in the COUNTY OF LANCASTER AGRICULTURAL PRESERVE BOARD  
PROGRAM GUIDELINES (Revised - 9/27/01)

Approved by Agricultural Preserve Board:  
September 27, 2001

Approved by the County Commissioners:  
November 27, 2001

Approved by the State Agricultural Land Preservation Board:  
December 13, 2001




5070013  
Page: 4 of 11  
04/23/2002 11:09AM

I, THE UNDERSIGNED, respectively being the Director of the Lancaster County Agricultural Preserve Board and a duly appointed representative of the Lancaster County Agricultural Preserve Board and the Lancaster County Commissioners, hereby acknowledge that the foregoing Subdivision Guidelines were adopted as incorporated in the County of Lancaster Agricultural Preserve Board Program Guidelines by the Agricultural Preserve Board on September 27, 2001, by the Lancaster County Commissioners on November 27, 2001 and by the State Agricultural Land Preservation Board on December 13, 2001.

IN WITNESS WHEREOF, I set my hand and seal this 22<sup>nd</sup> day of April, 2002.

WITNESS:




  
June L. Mengel, Director  
Agricultural Preserve Board

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

ON THIS, the 22<sup>nd</sup> day of April, 2002, before me, the undersigned Notary Public, personally appeared June L. Mengel known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for purposes therein contained.

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

  
Maurice A. Smith  
Notary Public

 5070013  
Page: 5 of 11  
04/23/2002 11:55AM

Notarial Seal  
Maurice A. Smith, Notary Public  
Lancaster, Lancaster County  
My Commission Expires Feb. 21, 2005

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



  
STEVE McDONALD  
Recorder of Deeds

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Individual Taxes  
Dept. 280603  
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX  
STATEMENT OF VALUE

See Reverse for Instructions

| RECORDER'S USE ONLY |                    |
|---------------------|--------------------|
| State Tax Paid      | <i>[Signature]</i> |
| Book Number         |                    |
| Page Number         |                    |
| Date Recorded       |                    |

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

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

Name: Nancy L. Ambler      Lancaster County Agricultural Preserve Board      Telephone Number: (717) 299-8355

Street Address: 50 N. Duke St, P.O. Box 83480      City: Lancaster      State: PA      Zip Code: 17608-3480

**B TRANSFER DATA**

|                                                      |                                                   |                                                                      |
|------------------------------------------------------|---------------------------------------------------|----------------------------------------------------------------------|
| Grantor(s)/Lessor(s)<br>Joseph L. and Ruth A. DeLong | Date of Acceptance of Document                    | Grantee(s)/Lessee(s)<br>Lancaster County Agricultural Preserve Board |
| Street Address<br>627 King Pen Road                  | Street Address<br>50 N. Duke St, P.O. Box 83480   |                                                                      |
| City, State, Zip Code<br>Quarryville, PA 17566       | City, State, Zip Code<br>Lancaster, PA 17608-3480 |                                                                      |

**C PROPERTY LOCATION**

Street Address: 627 King Pen Road      City, Township, Borough: Little Britain Township

County: Lancaster      School District: Solanco      Tax Parcel Number(s): 380-93668-0-0000

**D VALUATION DATA**

|                                                       |                                         |                                                     |
|-------------------------------------------------------|-----------------------------------------|-----------------------------------------------------|
| 1. Actual Cash Consideration<br>\$698,934.00          | 2. Other Consideration<br>+ \$0.00      | 3. Total Consideration<br>= \$698,934.00            |
| 4. County Assessed Value<br>\$417,000.00      Act 319 | 5. Common Level Ratio Factor<br>x 1.22% | 6. Fair Market Value<br>= \$508,740.00      Act 319 |

**E EXEMPTION DATA**

|                                         |                                             |
|-----------------------------------------|---------------------------------------------|
| 1a. Amount of Exemption Claimed<br>100% | 1b. Percentage of Interest Conveyed<br>100% |
|-----------------------------------------|---------------------------------------------|

2. Check Appropriate Box Below For Exemption Claimed

- Will or Intestate succession \_\_\_\_\_ (Name of Decedent; Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries).
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement).
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.
- Corrective or confirmatory deed (Attach complete copy of the prior deed being corrected or confirmed).
- Statutory corporate consolidation, merger or division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above) Exempt as a transfer to a nature conservancy or similar organization having its primary purpose the preservation of land for scenic, agricultural, or open space opportunities. 72 P.S. 8101-C; also 61 PA Code 91.193(18).

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

|                                                                           |                 |
|---------------------------------------------------------------------------|-----------------|
| Signature of Correspondent or Responsible Party<br><i>Nancy L. Ambler</i> | Date<br>3-20-07 |
|---------------------------------------------------------------------------|-----------------|

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