

1. Seller's Property Disclosure Statement

Property Address: 1195 Mondale Road, Upper Leacock Township, Lancaster County, Pennsylvania

Seller(s): Lantoga Farms

A seller 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 condition 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. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal useful life is not by itself a material defect.

1. Seller's Expertise. The seller does not possess expertise in contracting, engineering, architecture or other areas related to the construction and condition of the property and its improvements, except listed below.

Seller has managed the property since November, 2011 and does not have repair records prior to early that year. Prior tenant had primary responsibility for repairs.

2. Occupancy. Do you, the seller, currently occupy this property?

Yes No

If "no," when did you last occupy the property? Never. Property was leased to an Amish farmer.

3. Roof.

(a) Date roof was installed: Unknown

Documented? Yes No Unknown

(b) Has the roof been replaced or repaired during your ownership?

Yes No

If "yes," were the existing shingles removed?

Yes No Unknown

(c) Has the roof ever leaked during your ownership?

Yes No

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

Yes No

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

A section of the barn roof was damaged a storm in May, 2018. A section of tin blew off and was replaced. The porch roof was replaced approximately four years ago by the tenant.

4. Basements and Crawl Spaces (Complete only if applicable).

(a) Does the property have a sump pump?

Yes No Unknown

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

Yes No

If "yes," describe in detail:

A section of the basement has a dirt floor which gets wet in times of heavy rain.

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

Yes No

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.

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

Yes No

(b) Are you aware of any damage to the property caused by termites/wood destroying insects, dry rot or pests?

Yes No

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

Yes No

(d) Are you aware of any termite/pest control reports or treatments for the property in the last five years?

Yes No

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

6. Structural Items.

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

Yes No

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

Yes No

(c) 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:

Silo walls are bulging.

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:

Tenant arranged for strapping by his silo company.

7. Additions/Remodeling. Have you made any additions, structural changes or other alterations to the property?

Yes No

If "yes," please describe:

Prior tenant replaced the siding and roof in the front of the house and renovated porch. Owner had new electrical panel installed.

8. Water and Sewage.

(a) What is the source of your drinking water?

Public Community System Well on Property Other

If "other," please explain:

(b) If your drinking water source is not public:

(i) When was your water last tested?

unknown

(ii) What was the result of the test?

(iii) Is the pumping system in working order?

Yes No

If "no," please explain:

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

Yes, all of the above No

If "yes," is the system:

Leased Owned

(d) What is the type of sewage system?

Public Sewer Private Sewer Septic Tank

Cesspool Other

If "other," please explain:

(e) Is there a sewage pump?

Yes No

If "yes," is it in working order?

Yes No

(f) If applicable, when was the septic system or cesspool last serviced?

May, 2018

(g) Is either the water or sewage system shared?

Yes No

If "yes," please explain:

(h) 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:

There have been a number of plumbing repairs done over the last 8 years as would be expected of a property of this age. Water softener was repaired approximately 3 years ago due to over frequent recycling.

9. Plumbing System.

(a) Type of plumbing:

Copper Galvanized Lead PVC

Unknown Other

If "other," please explain:

Plumbing system is primarily a mix of galvanized and copper.

(b) 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:

10. Heating and Air Conditioning.

(a) Type of air conditioning:

Central Electric Central Gas Wall None

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

- (c) Type of heating:
 Electric Fuel Oil Natural Gas Other

If "other," please explain:

- (d) _____
List any areas of the house that are not heated:

Radiator in one bedroom is not working properly.

- (e) Type of water heating:

Electric Gas Solar Other

If "other," please explain:

Heated by boiler.

- (f) Are you aware of any underground fuel tanks on the property?

Yes No

If "yes," please describe:

- (g) Are you aware of any problems with any item in this section?

Yes No

If "yes," please explain:

Heating system is old and several radiators have required repairs over the last two years.

11. Electrical System. Are you aware of any problems or repairs needed in the electrical system?

Yes No

If "yes," please explain:

12. _____
Equipment and Appliances.

The following items included in the sale are in need of repair or replacement:

13. Land (soils, drainage and boundaries).

(a) Are you aware of any fill or expansive soil on the property?

Yes No

(b) 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

NOTE TO BUYER: Some properties 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 the Department of Environmental Protection, Mine Subsidence Insurance Fund.

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

Yes No

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

Yes No

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

Yes No

During a heavy rain (6" in a matter of hours) in 2013 or 2014, there was some runoff from the driveway into the first floor. Additional gravel has been added to the driveway; problem has not reoccurred.

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

Yes No

NOTE TO 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.

- (g) Are you aware of any shared or common areas (for example, driveways, bridges, docks, walls, etc.) or maintenance agreements?

Yes No

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

Property is subject to the Lancaster Farmland Trust Grant of Conservation Easement dated January 2, 2018 and recorded in the Lancaster County Recorder of Deeds Office to Document Number 6375721

14. Hazardous Substances.

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

Yes No

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

Yes No

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

Yes No

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

15. Condominiums and Other Homeowners Associations (complete only if applicable).

Type: Condominium Planned Community Cooperative
 Homeowners Association Other

If "other," please explain:

NOTICE REGARDING CONDOMINIUMS, PLANNED COMMUNITIES, AND COOPERATIVES:

According to section 3407 of the Uniform Condominium Act (68 Pa.C.S. §3407) (relating to resales of condominium units), Section 5407 of the Uniform Planned Community Act (68 Pa. C.S. §5407) (relating to resales of planned community units), and 68 Pa.C.S. § 4409 (relating to resales of cooperative interests), a buyer of a resale unit in a condominium, planned community or cooperative must receive a certificate of resale issued by the association in the condominium, planned community or cooperative. The buyer will have the option of canceling the agreement with return of all deposit moneys until the certificate has been provided to the buyer and for 5 days thereafter or until conveyance, whichever occurs first.

16. Miscellaneous.

- (a) Are you aware of any existing or threatened legal action affecting the property?

Yes No

- (b) Do you know of any violations of Federal, State or local laws or regulations relating to this property?

Yes No

- (c) 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

- (d) 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

- (e) 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

- (f) Are you aware of any material defects to the property, dwelling or fixtures which are not disclosed 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:

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

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 that is rendered inaccurate by a change in the condition of the property following the completion of this form.

Lantoga Farms

By: Marolyn Davenport Date: 6/5/18
Seller's Signature

Marolyn Davenport
Seller's Printed Name

Mary S. Blakinger Date: June 5, 2018
Seller's Signature

Mary S. Blakinger
Seller's Printed Name

EXECUTOR, ADMINISTRATOR, TRUSTEE

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

Signature Date: _____

Printed Name

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Lantoga Farms

By: _____
Seller's Signature

Date: _____

Seller's Printed Name

Seller's Signature

Date: _____

Seller's Printed Name

EXECUTOR, ADMINISTRATOR, TRUSTEE

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

John P. Gatto
Signature

Date: 6/5/18

John P. Gatto
Printed Name

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 stated 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's Signature

Date: _____

Buyer's Printed Name

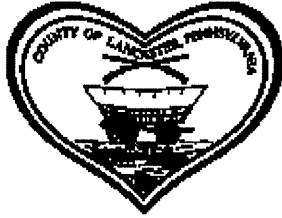
Buyer's Signature

Date: _____

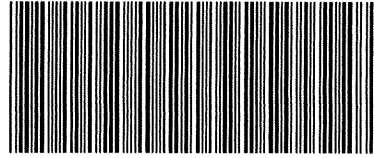
Buyer's Printed Name

Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6375721
 RECORDED DATE: 01/03/2018 02:08:57 PM



3923605-0017T

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 30

Document Type: EASEMENT/RIGHT OF WAY
Transaction Reference: eSecureFile : 7059294
Document Reference:

Transaction #: 3785250 - 1 Doc(s)
Document Page Count: 29
Operator Id: dixonj2

RETURN TO: (Ingeo)
 Lancaster Farmland Trust

SUBMITTED BY:
 Lancaster Farmland Trust

*** PROPERTY DATA:**

Parcel ID #: 360
 Municipality: UPPER LEACOCK TOWNSHIP
 (100%)
 School District: CONESTOGA VALLEY SD

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

| | |
|-----------------------|-----------------|
| RECORDING FEE: | |
| EASEMENT/RIGHT OF WAY | \$13.00 |
| CRC #6544 | \$2.00 |
| RIF #6543 | \$3.00 |
| WRIT TAX | \$0.50 |
| PA SURCHARGE #6548 | \$40.25 |
| EXTRA PAGE FEE | \$50.00 |
| Total: | \$108.75 |

INSTRUMENT # : 6375721
 RECORDED DATE: 01/03/2018 02:08:57 PM

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



Ann M. Hess
 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.

PREPARED BY: LANCASTER FARMLAND TRUST
RETURN TO: LANCASTER FARMLAND TRUST
125 LANCASTER AVENUE
STRASBURG, PA 17579
TELEPHONE: (717) 687-8484

PARCEL ID#: 360-05647-0-0000

LANCASTER FARMLAND TRUST GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement") in the nature of a restriction on the use of land for the purpose of preserving productive agricultural land is made by and between **LANTOGA FARMS**, a Pennsylvania general partnership, 1195 Mondale Road, Bird-In-Hand, Pennsylvania 17505 ("GRANTOR"), and **LANCASTER FARMLAND TRUST**, its successors, nominees or assigns, a qualified non-profit corporation created and organized under the laws of the Commonwealth of Pennsylvania, and being tax exempt under Section 501(c)(3) of the Internal Revenue Code, with an address at 125 Lancaster Avenue, Strasburg, Pennsylvania 17579 ("GRANTEE").

WHEREAS, GRANTOR is the owner in fee of a farm located in Upper Leacock Township, Lancaster County, Pennsylvania, being part of Account Number 360-05647-0-0000 and being land depicted as Lot 2 on the Final Subdivision Plan for Lantoga Farms, prepared by David Miller/Associates, Inc. and recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania on September 6, 2017 as Document No. 2017-0302-J and being more fully described in a deed dated December 15, 2008 and recorded December 22, 2008 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania to Instrument No. 5750999 and being part of the same premises described in a deed dated December 30, 1991 and recorded December 30, 1991 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Record Book 339, Page 0024 and a deed dated December 28, 1978 and recorded January 8, 1979 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Record Book D, Volume 76, Page 349 and in Exhibit "A", Exhibit "B", and Exhibit "C" attached hereto (the "Property"). The Property consists of 99.7 acres, more or less. One single-family detached dwelling unit is presently situated on the Property; and

WHEREAS, the Pennsylvania General Assembly, in enacting the Conservation and Preservation Easements Act, has recognized the importance and significant public and economic benefits of conservation easements; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania ("Legislature") authorizes the Commonwealth of Pennsylvania and counties thereof, as well as non-profit conservancies, to preserve, acquire, or hold lands for open space uses, and to preserve land in or acquire land for open space uses, which specifically includes farmland; and that actions pursuant to these purposes are for the public health, safety, and general welfare of the citizens of the Commonwealth of Pennsylvania and for the promotion of sound land development by preserving suitable open spaces; and

WHEREAS, the Legislature has declared that public open space benefits result from the protection and conservation of farmland, including the protection of scenic areas for public visual enjoyment from public rights-of-way; that the conservation and protection of agricultural lands as valued natural and ecological resources provide needed open spaces for clean air, as well as for aesthetic purposes; and that public benefit will result from the conservation, protection, development and improvement of agricultural lands for the production of food and other agricultural products; and

WHEREAS, the Property is located within the Chesapeake Bay Watershed, which is identified as a national treasure constituting the largest estuary in the United States and one of the largest and most biologically productive estuaries in the world; and

WHEREAS, Executive Order No. 13508 of 2009 was issued to promote the protection and restoration of the Chesapeake Bay; and

WHEREAS, the Executive Order Strategy for Protecting and Restoring the Chesapeake Bay Watershed includes a goal of protecting an additional two million acres of high-priority conservation lands by 2025; and

WHEREAS, the Chesapeake Bay Watershed Action Plan, in response to Executive Order No. 13508 of 2009, has declared specific goals to conserve land within the Chesapeake Bay Watershed. These goals include conserving landscapes treasured by citizens to maintain water quality and habitat; sustaining working farms, forests, and maritime communities; and minimizing conversion of forest, wetlands, and working farms to impervious surface cover. Furthermore, the plan sets forth goals to conserve lands of cultural, indigenous, and community value; and

WHEREAS, the Chesapeake Bay Commission and Chesapeake Conservancy, in a 2010 report, "*Conserving Chesapeake Landscapes: Protecting Our Investments, Securing Future Progress*," recommends focusing on working lands by having states and localities continue and expand programs and advance new policy initiatives to conserve a critical mass of well-managed working farms and forests to ensure their economic viability into the future; and

WHEREAS, the Policy Plan of the Lancaster County Comprehensive Plan, adopted in 1999, and subsequently amended, sets forth county-wide community goals which include permanently preserving prime agricultural land for agricultural use; and

WHEREAS, the growth management element ("*Balance*") of the Lancaster County Comprehensive Plan, adopted in 2006, includes a goal of sustaining a rural way of life by maintaining the integrity of agricultural, natural, and historic lands and resources and the viability of the rural economy by protecting agricultural, natural, historic, and scenic resources within designated rural areas; and

WHEREAS, the cultural heritage element ("*Heritage*") of the Lancaster County Comprehensive Plan, adopted in 2006, includes a goal to identify, conserve and preserve Lancaster County's heritage resources as a basis for retaining and enhancing strong community character and sense of place by developing new and enhancing existing tools and strategies for the conservation

and preservation of Lancaster County's most significant tangible and intangible heritage resources;
and

WHEREAS, *Heritage* also includes a goal to integrate the conservation and preservation of heritage resources in the economic development and revitalization of Lancaster County's towns, villages and rural working landscapes by identifying and implementing conservation models and actions that will sustain the economic vitality of Lancaster County's important rural, agricultural, and cultural "working" landscapes; and

WHEREAS, the Conestoga Valley Regional Comprehensive Plan ("CV Plan"), adopted in 2003, establishes a vision for the region's growth, development, and land use where farmlands will be protected and growth directed to suitable areas through the continued use of growth boundaries, land use regulations to implement these boundaries, and public dialogue to gain and retain support for these policies; and

WHEREAS, the CV Plan includes a goal of introducing a multi-faceted approach to growth management, with a strategy of educating farmers on agricultural security areas, conservation easements, and other related programs as important measures for the protection and preservation of agricultural lands; and

WHEREAS, the CV Plan also includes a goal to protect natural features and conserve natural resources through education, efforts of property owners, and land use management, with a strategy of protecting and expanding the protection of prime agricultural soils in farming use; and

WHEREAS, the Land Use Initiative of the CV Plan, recognizes the economic value of agriculture as the primary industry in the region with some of the richest soils in the Commonwealth of Pennsylvania, and that farmland represents a significant cultural landscape which is integrated within the lifestyle of the plain sect community, and therefore, sets forth goals to protect agricultural use, and to promote the enrollment of agricultural land into preservation programs; and

WHEREAS, the Property is zoned agriculture by the Upper Leacock Township Zoning Ordinance; and

WHEREAS, GRANTEE has declared that the preservation of prime agricultural land is vital to the public interest of Lancaster County, the region, and the nation through its economic, environmental, cultural, and productive benefits; and

WHEREAS, GRANTOR, as owner in fee of the Property, intends to identify and preserve the agricultural and open space values of the Property; and

WHEREAS, the Property contains open space including approximately seventy-six (76) acres of tillable farmland; and

WHEREAS, the Property contains greater than two thousand nine hundred thirteen (2,913) feet of frontage along the west side of Bridge Road, greater than one thousand five hundred sixty-

five (1,565) feet of frontage along the east side of Bridge Road, greater than one thousand five hundred (1,500) feet of frontage along the west side of Mondale Road, greater than two thousand four hundred ninety (2,490) feet of frontage along the east side of Mondale Road, and the public traveling this road is afforded scenic views of the agricultural lands, whose beauty and open character shall be protected by this Easement; and

WHEREAS, the Property contains greater than six thousand four hundred ten (6,410) feet of stream frontage on the Conestoga River, that flows through or originates on the Property; and

WHEREAS, sixty-four percent (64%) of the Property consists of Class I and II prime agricultural soils, Hagerstown silt loam (HaA, HaB), Linden silt loam (Lg), Lindside silt loam (Ln), and an additional thirty-six percent (36%) consists of soils of statewide importance, Hagerstown silty clay loam (HbC), according to the Lancaster County Soil Survey published by the Natural Resource Conservation Service; and

WHEREAS, there are twenty-four (24) preserved farms, consisting of a total of one thousand three hundred forty-five (1,345) acres, within a two-mile radius of the Property; and one (1) of these farms is adjacent to the Property, thereby strengthening the concentration of permanent agricultural lands; and

WHEREAS, the specific agricultural and open space values of the Property are documented in an inventory of relevant features of the Property, dated December 13, 2017 on file at the offices of the GRANTEE and incorporated herein and made a part hereof by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, the value of this Easement is defrayed by consideration to the GRANTOR of ~~one Hundred Forty-Nine Thousand Five Hundred Fifty Dollars~~ and GRANTOR believes said consideration is below the current fair market value of the Easement, as stated in the Baseline Documentation. The GRANTOR intends that the difference between the consideration and current fair market value of the Easement be a charitable gift to the GRANTEE; and

WHEREAS, GRANTOR desires and intends to transfer those rights and responsibilities of protection and preservation of the Property to the GRANTEE in perpetuity; and

WHEREAS, GRANTOR desires and intends that the agricultural and open space character of the Property be preserved, protected and maintained, and further desires to conserve and protect the Property from soil erosion, water pollution, and other man-induced disturbance of the Property and its resources; and

WHEREAS, GRANTEE is a qualified conservation organization under Pennsylvania Acts and the Internal Revenue Code, whose primary purposes are the preservation and protection of land in its agricultural and open space condition; and

WHEREAS, GRANTEE agrees by acquiring this Easement to honor and defend the mutually agreed to intentions stated herein and to preserve and protect in perpetuity the agricultural and open space values of the Property for the benefit of this generation and the generations to come; and

NOW THEREFORE, in consideration of the foregoing and intending to be legally bound, the GRANTOR grants and conveys to GRANTEE an easement on the Property for which the purpose is to assure that the Property's present agricultural, scenic, natural, wildlife habitat, open space and water resource values will be retained forever and to prevent any use that will impair the aforementioned values of the Property (the "Purpose"). To carry out this Purpose the following deed restrictions are recorded.

I. COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

With the preceding Background paragraphs incorporated by reference and intending to be legally bound, GRANTOR declares, makes known, and covenants for itself, its successors, and assigns, that the Property shall be restricted to agricultural and directly associated uses as hereafter defined. However, more restrictive applicable state and local laws shall prevail in the determination of permitted uses of land subject to these restrictions.

1. Agricultural uses of land are defined for the purposes of this instrument as:

The use of land for the production of plants and animals useful to man, including, without limitation, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; other livestock and fowl and ancillary livestock and fowl products, including the breeding and grazing of any or all such animals; bees and apiary products; fruits and vegetables of all kinds; nursery, floral and greenhouse products; tobacco; silviculture; aquaculture; and the primary processing and storage of the agricultural production of the Property.

2. Directly associated uses are defined as customary, supportive and agriculturally compatible uses of farm properties in Lancaster County, Pennsylvania, and are limited to the following:

- a. The direct sale to the public of agricultural products produced principally on the Property;
- b. Any and all structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property;
- c. Structures associated with the production of energy for use principally on the Property including wind, solar, hydroelectric, methane, wood, alcohol fuel, and fossil fuel systems and structures and facilities for the storage and treatment of animal waste produced on the Property;
- d. The provision of services or production and sale, by persons in residence, of agricultural goods, services, supplies and repairs and/or the conduct of on-farm businesses and traditional trades and the production and sale of home occupation goods, arts and crafts, as well as the accommodation of tourists and visitors within principally residential and/or agricultural structures, so long as:

- (1) these uses remain incidental to the agricultural and open space character of the Property,
and

- (2) the total gross floor space and any related impervious surface coverage of the Property associated with the uses permitted under this Paragraph 2.d. does not exceed six thousand (6,000) square feet;
- e. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property;
- f. Other similar uses considered upon written request to the GRANTEE.

All structures permitted under this Paragraph 2 are subject to the restrictions imposed by Article I, Paragraph 5. Furthermore, all structures permitted under Article I, Paragraph 2.d. are subject to the further restrictions set forth in such Paragraph.

- 3. Dwellings permitted on the Property.** GRANTOR and GRANTEE acknowledge that one (1) single-family detached dwelling unit ("Existing Dwelling") currently exists on the Property.
- a. GRANTOR reserves the right to construct one (1) single-family detached dwelling ("Farmhouse Dwelling") on the Property. Such Farmhouse Dwelling shall be utilized by members of the owner's or operator's family and may be constructed on either subdivided portion of the Property that will result after a subdivision under Article I, Paragraph 4.a.
 - b. GRANTOR also reserves the right to construct two (2) additional single-family detached dwelling units ("Reserved Dwellings"). To accommodate the Reserved Dwellings, GRANTOR may subdivide the Property in accordance with Article I, Paragraph 4.b.
 - c. Prior to the undertaking of construction of the Farmhouse Dwelling or Reserved Dwellings, GRANTOR shall provide written notice to the GRANTEE and seek written approval of the GRANTEE as to the location of the Farmhouse Dwelling or Reserved Dwellings on the Property.
 - d. GRANTOR shall hereafter be permitted to maintain, repair and expand the Existing Dwelling and Farmhouse Dwelling so that multiple generations of the owner's or operator's family may live and work together on the Property.
 - e. In the event the Existing Dwelling, Farmhouse Dwelling or Reserved Dwellings are destroyed or substantially damaged, GRANTOR may construct a replacement Existing Dwelling, Farmhouse Dwelling or Reserved Dwellings, as improved, at the location of the Existing Dwelling, Farmhouse Dwelling or Reserved Dwellings, or in an alternative location with written approval by GRANTEE.
 - f. The construction, reconstruction or expansion of the Existing Dwelling, Farmhouse Dwelling or Reserved Dwellings, as permitted under this Paragraph 3, is subject to the impervious surface restrictions imposed by Article I, Paragraph 5.
 - g. Other residential uses of the Property are prohibited.
- 4. Subdivision of the Property.** It is the intention of the GRANTOR to promote agricultural production. No subdivisions of the Property shall be permitted except as provided for in Article I, Paragraphs 4.a. and 4.b.
- a. **General Subdivision.** This Paragraph 4.a. shall permit only one (1) subdivision of the Property subject to the following criteria:
 - (1) Each subdivided portion of the Property shall consist of more than ten (10) acres, and
 - (2) All terms set forth in this Easement shall continue to apply in all respects to the subdivided portions of the Property.

GRANTOR shall obtain the written approval of GRANTEE prior to filing any sketch, preliminary plan or final plan (as the case may be) for such subdivision. GRANTEE expressly reserves the right to refuse such written approval if GRANTEE determines (in GRANTEE's sole and absolute discretion) that the subdivision of the Property is inconsistent with or potentially detrimental to the expressed purposes of this Easement.

- b. Subdivision of Reserved Dwellings.** In addition to the subdivision permitted by Article I, Paragraph 4.a., the Property may be subdivided to provide for a lot for each of the Reserved Dwellings ("Lots") which the GRANTOR may construct under Article I, Paragraph 3. The Lot size shall not be in excess of one (1) acre. Furthermore, in the event GRANTOR desires to subdivide the Property to provide for a Lot for a Reserved Dwelling, GRANTOR shall provide written notice to GRANTEE of GRANTOR's intent to subdivide the Property, and shall provide written notice to GRANTEE when GRANTOR have obtained all necessary final municipal approvals for such subdivision.

In the event that the one (1) acre maximum lot size set forth herein conflicts with the minimum lot size requirement set forth in any then applicable state, county or municipal statute, ordinance or regulation, GRANTOR shall obtain the written approval of GRANTEE prior to filing any sketch, preliminary plan or final plan (as the case may be) for a subdivision of a Lot in excess of one (1) acre. GRANTEE expressly reserves the right to refuse such written approval if GRANTEE determines (in GRANTEE's sole and absolute discretion) that the subdivision of the Property to provide for a Lot in excess of one (1) acre is inconsistent with or potentially detrimental to the expressed purposes of this Easement.

- c. Subdivision Plan Notes.** It is the intent of the GRANTOR and GRANTEE that the rights reserved by the GRANTOR under Article I, Paragraph 3 and the impervious surface restrictions imposed by Article I, Paragraphs 2.d and 5 shall, after a subdivision under Article I, Paragraph 4.a. or 4.b., continue to apply to the Property as a whole and not independently to each subdivided portion of the Property. Therefore, GRANTOR and GRANTEE agree that:
- (1) The subdivision plan notes for any subdivision under Article I, Paragraph 4.a. shall specify which subdivided portion retains the right to construct the Farmhouse Dwelling or any Reserved Dwelling if it has not yet been constructed;
 - (2) The subdivision plan notes for any subdivision under Article I, Paragraph 4.a. or 4.b. shall specify how the impervious surface restrictions under Article I, Paragraphs 2.d. and 5 shall be apportioned among the subdivided portions of the Property, and
 - (3) The subdivision plan notes for any subdivision under Article I, Paragraph 4.a. or 4.b shall state that the subdivided portions of the Property shall be subject to this Easement and shall contain the recording reference to this Easement.

- 5. Maximum Impervious Surface Coverage.** The total surface coverage of the Property by impervious surfaces for existing and all other permitted structures, walkways, driveways, parking areas, etc., constructed hereafter shall not exceed five percent (5%) of the Property. For purposes of this Paragraph 5, impervious surfaces shall be defined as any material which covers land which prohibits the percolation of stormwater directly into the soil, including, without limitation, buildings, structures without permanent foundations and the area covered by the roofs of nonpermanent structures.

6. **Non-Agricultural Uses.** Institutional, industrial, and commercial uses other than those uses described in Article I, Paragraphs 1 and 2 are prohibited.
7. **No Build Area.** In order to preserve and protect the Purpose of this Easement, a portion of the Property described in Exhibit "A", and depicted as the "No Build Area" in Exhibit "C" is strictly prohibited from permitting any structure within this area, including agricultural structures, except underground utility lines and appurtenant structures, as permitted pursuant to this Easement or as approved, in writing, by GRANTEE.
8. **Recreation.** Non-commercial, passive recreational uses (e.g., hiking, hunting and fishing, picnicking, birdwatching, cross-country skiing) are permitted on the Property. Passive recreational uses shall be defined as those recreational pursuits that do not leave evidence that the activity has taken place and/or require trails or allow trails to be created on the Property. Non-passive and/or commercial recreational development and use of the Property, including, without limitation, uses involving structures or extensive commitment of land resources (e.g., golf courses, racetracks for uses other than equestrian use, tennis clubs, baseball, soccer and other ball fields, and similar uses), shall be prohibited. Equine breeding and training facilities shall be interpreted to be non-commercial passive recreational uses for purposes of this Paragraph 8.
9. **Removal of Natural Resources.** The extraction of minerals by surface mining and/or the removal of topsoil from the Property by methods including, without limitation, bulk or sod-farming practices shall be prohibited. The extraction of subsurface or deep-mined minerals, including, without limitation, gas and oil, shall be permitted; provided, however, that (a) the surface footprint of the extraction of such subsurface or deep-mined minerals may occupy, at any time, no more than one percent (1%) of the total surface acreage of the Property and (b) GRANTOR shall promptly repair any damage to the Property caused by the extraction of subsurface or deep mined minerals and replace the surface of the ground to the state that existed immediately prior to the mining so as not to affect the agricultural viability and uses of the Property.
10. **Hazardous Wastes.** Use of the Property for dumping, storing, processing or landfill of solid or hazardous wastes produced on-site or off-site is prohibited, except when such solid wastes are used as an integral part of the farm operation and the use receives prior written approval by the GRANTEE.
11. **Signs and Advertising.** Signs, billboards, and outdoor advertising structures may not be displayed on the Property; however, signs, the combined area of which may not exceed twenty-five (25) square feet, may be displayed to state only the name of the Property and the name and address of the occupant, to advertise an on-site activity permitted herein, and to advertise the Property for sale or rent.
12. **Utilities.** Notwithstanding any other provision of this Easement, no private or public utilities including, without limitation, sewerage pumping stations, pipelines, electrical transmission lines and free-standing communication towers are permitted on the Property, or any part thereof, without the prior written consent of the GRANTEE, except that utilities located on, under or above the Property on the date of this Easement and utilities that are proposed to

serve the uses and structures now or hereafter located on the Property are permitted on the Property without the prior written consent of GRANTEE.

13. Laws Governing Agricultural Production. GRANTOR and GRANTEE acknowledge that there are existing Pennsylvania laws and regulations governing agricultural operations, including, without limitation, accelerated soil erosion, nutrient management, the application of restricted-use pesticides and the application of treated municipal sewage sludge. These laws include, without limitation, the Pennsylvania Clean Streams Law (35 P.S. §§691.1 et seq.), the Nutrient Management Act (3 Pa C.S.A. §§501 et seq.), the Solid Waste Management Act of 1980, as amended (35 P.S. §§6018.101 et seq.) and the regulations promulgated thereunder in Title 25 of the Pennsylvania Code, and the Pennsylvania Pesticide Control Act of 1973 (3 P.S. §§111.21 et seq.). GRANTOR, its heirs, successors and assigns agree to conduct all agricultural operations on the Property in compliance with the above-mentioned laws, as amended and superseded, and the regulations promulgated thereunder, and such similar or related laws, statutes, ordinances and regulations which may be enacted from time to time. All agricultural production on the Property shall be conducted in a manner that will not destroy or substantially and irretrievably diminish the productive capability of the Property.

II. GENERAL PROVISIONS

1. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
2. **Rights of GRANTEE.** To accomplish the Purpose of this Easement the following rights are conveyed to GRANTEE by this Easement:
 - a. To preserve and protect the conservation values of the Property;
 - b. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Article II, Paragraph 3; provided that, except in cases where GRANTEE determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to GRANTOR, and GRANTEE shall not in any case unreasonably interfere with GRANTOR's use and quiet enjoyment of the Property; and
 - c. To prevent any activity on, or use of, the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Article II, Paragraph 3.
3. **GRANTEE's Remedies.**
 - a. **Notice of Violation; Corrective Action.** If GRANTEE determines that a violation of the terms of this Easement has occurred or is threatened, GRANTEE shall give written notice to GRANTOR of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by GRANTEE.
 - b. **Injunctive Relief.** The GRANTEE, its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, without limitation, the right to require the GRANTOR to restore the Property to

- the condition existing at the time of this Easement in order to correct any violation(s) of this Easement.
- c. **Costs of Enforcement.** All reasonable costs incurred by GRANTEE in enforcing the terms of this Easement against GRANTOR, including, without limitation, costs of suit and attorneys' fees, and any cost of restoration necessitated by GRANTOR's violation of the terms of this Easement shall be borne by the GRANTOR; provided, however, that if the GRANTOR ultimately prevails in a judicial enforcement action each party shall bear its own costs.
 - d. **Forbearance.** Forbearance by GRANTEE to exercise its rights under this Easement in the event of any breach of any term of this Easement by GRANTOR shall not be deemed or construed to be a waiver by GRANTEE of such term or of any subsequent breach of the same or any other term of this Easement or of any of GRANTEE's rights under this Easement. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver.
4. **Acts Beyond GRANTOR's Control.** Nothing contained in this Easement shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, without limitation, fire, flood, storm, earth movement, and acts of trespassers that GRANTOR could not reasonably have anticipated or prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that GRANTOR could not reasonably have anticipated or prevented, GRANTOR agrees that GRANTEE has the right to pursue enforcement action against the responsible parties.
5. **Successors.** The restrictions contained herein shall apply to the land as an open space easement in gross in perpetuity. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "GRANTOR" and "GRANTEE," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named GRANTOR and its legal representatives, successors and assigns, and the above-named GRANTEE and its successors and assigns.
6. **Extinguishment and Condemnation.**
- a. **Extinguishment.** If circumstances arise in the future that render some or all of the purposes of this Easement impossible to accomplish, this Easement or any part thereof can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which GRANTEE shall be entitled, after the satisfaction of prior claims, from any sale, exchange or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with Article II, Paragraph 6.b.
 - b. **Valuation.** This Easement constitutes a real property interest immediately vested in GRANTEE, which for the purposes of Article II, Paragraph 6.a. the GRANTOR and GRANTEE stipulate to have a fair market value determined by multiplying:

- (1) the fair market value of the Property at the time of sale, exchange or involuntary conversion, unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by
- (2) the ratio x/y , where x is the value of the Easement as stated in the Baseline Documentation and y is the value of the Property, unencumbered by the Easement, as stated in the Baseline Documentation.

For the purposes of this Paragraph 6.b., the ratio in Paragraph 6.b.(2) shall remain constant. The provisions of this Paragraph 6.b. are illustrated by the following example. The example is for illustration purposes only.

Example: Assume that the fair market value of the Property, at the time of sale, exchange or involuntary conversion, unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) is \$500. Furthermore, assume that the value of the Easement at the time of the grant was \$10 and the value of the Property, unencumbered by the Easement, at the time of the grant was \$100. Based on these assumptions, the ratio in Paragraph 6.b.(2) is 10/100. Therefore, the stipulated fair market value of the Easement is \$50 and the GRANTEE will be entitled to \$50 of the proceeds from the sale or exchange of the Property.

- c. **Change in Economic Condition.** In making this grant, GRANTOR has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. GRANTOR believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and GRANTOR and GRANTEE intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Article II, Paragraph 6.a.
 - d. **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, GRANTOR and GRANTEE shall act jointly to recover the full value of the interests in the Property subject to the taking or the purchase in lieu thereof and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by GRANTOR and GRANTEE in connection with the taking or purchase in lieu thereof shall be paid out of the amount recovered. GRANTEE's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Article II, Paragraph 6.b.(2).
7. **Application of Proceeds.** GRANTEE shall use any proceeds received under the circumstances described in Article II, Paragraph 6 in a manner consistent with its conservation purposes, which are exemplified by this Easement.
 8. **Subsequent Transfers of Property.** GRANTOR and each subsequent owner of the Property shall incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. GRANTOR and future owners further agree to give written notice to GRANTEE of the transfer of any interest at least ten (10) days prior to the date of such transfer. The failure of GRANTOR or any future owner of the Property to perform any

act required by this Paragraph 8 shall not impair the validity of this Easement or limit its enforceability in any way; provided, however, nothing contained herein shall be deemed to require the joinder of the GRANTEE in any instrument by which GRANTOR transfers an interest in the Property.

9. **Hold Harmless.** GRANTOR and its legal representatives, successors and assigns shall hold harmless, indemnify and defend GRANTEE and its members, directors, officers, employees, agents and contractors and their respective heirs, legal representatives, successors and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with (a) the result of a violation or alleged violation of, the enforcement of and/or any contribution action relating to any state or federal environmental statute or regulation including, without limitation, the Hazardous Sites Cleanup Act (35 P.S. §§6020.101 et seq.) and statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials; (b) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of costs, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection; (c) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties and only that negligent party shall be deprived of this protection; and (d) the obligations, covenants, representations, and warranties of Article II, Paragraphs 10 and 11.
10. **Costs, Legal Requirements, and Liabilities.** GRANTOR, its heirs, legal representatives, successors and assigns, retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage and payment, as and when due, of all real estate taxes.
11. **Control.** Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in GRANTEE to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§9602 et seq.) and the Hazardous Sites Cleanup Act (35 P.S. §§6020.101 et seq.).
12. **Recordation.** GRANTEE shall record this instrument in a timely fashion in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, and may re-record it at any time as may be required to preserve its rights in this Easement.
13. **Estoppel Certificates.** Upon request by GRANTOR, GRANTEE shall within thirty (30) days execute and deliver to GRANTOR, or to any party designated by GRANTOR, any document, including an estoppel certificate, which certifies, to the best of GRANTEE's knowledge, GRANTOR's compliance with any obligation of GRANTOR contained in this Easement or

otherwise evidencing the status of this Easement. Such certification shall be limited to the condition of the Property as of GRANTEE's most recent inspection. If GRANTOR requests more current documentation, GRANTEE shall conduct an inspection and provide a certification, at GRANTOR's expense, within thirty (30) days of receipt of GRANTOR's written request therefor.

14. **Amendment.** If circumstances arise under which an amendment to, or modification of, this Easement would be appropriate, GRANTOR and GRANTEE are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of GRANTEE under any applicable laws or Section 170(h) of the Internal Revenue Code, and any amendment shall be consistent with the Purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania.
15. **Transfer of Easement.** This Easement is transferable, but GRANTEE agrees that it will hold this Easement exclusively for conservation purposes and that it will not transfer its rights and obligations under this Easement except to an entity (a) qualified, at the time of the subsequent transfer, as an eligible donee under then applicable state and federal statutes and regulations to hold and administer this Easement, and (b) which has the commitment, resources and ability to monitor and enforce this Easement so that the purposes of this Easement shall be preserved and continued. GRANTEE further agrees to obtain as part of such a transfer the new entity's written commitment to monitor and enforce this Easement.
16. **Subdivision.** The GRANTOR, its successors and assigns, hereby surrender their right that the subject land may ever be subdivided, except in conformity with the terms hereof.
17. **Termination of Obligations.** It is the intent of the parties to this Easement that the personal liability of GRANTOR for compliance with these restrictions, for restoration of the Property and for indemnification shall pass to subsequent title owners upon change in ownership of the Property, and such subsequent owners shall assume all personal liability for compliance with the provisions of this Easement.
18. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
19. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
20. **Construction.** This Easement is constructed with the intention of conforming with the requirements for conservation easements under the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, and as amended thereafter.
21. **Authorization.** GRANTOR has all requisite power and authority to enter into this Easement and the execution, delivery and performance of this Agreement on behalf of GRANTOR by the

three authorized general partners executing this Easement has been duly and validly authorized and approved by all necessary action by the general partners of GRANTOR in accordance with that certain Partnership Agreement dated January 1, 2009.

[Signatures on the following pages]

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal this 2 day of January, 2018.

WITNESS:

GRANTOR:

By: *Mary S. Blakinger*
Mary S. Blakinger,
Authorized General Partner

COMMONWEALTH OF PENNSYLVANIA)
)
)
COUNTY OF LANCASTER)
_{2nd}

ON THIS, the ^{2nd} day of January, 2018, before me, the undersigned Notary Public, personally appeared MARY S. BLAKINGER, who acknowledged herself to be an Authorized Partner of Lantoga Farms, a Pennsylvania general partnership, and that she as such Authorized Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by the signing the name of the general partnership as an Authorized Partner.

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

Jordan M. Tuscar
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jordan M. Tuscar Notary Public
City of Lancaster Lancaster County
My Commission Expires May 22, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal this 2 day of January, 2018.

WITNESS:

GRANTOR:

By: Marolyn S. Davenport
Marolyn S. Davenport,
Authorized General Partner

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)
^{2nd}

ON THIS, the ^{2nd} day of January, 2018, before me, the undersigned Notary Public, personally appeared MAROLYN S. DAVENPORT, who acknowledged herself to be an Authorized Partner of Lantoga Farms, a Pennsylvania general partnership, and that she as such Authorized Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by the signing the name of the general partnership as an Authorized Partner.

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

Jordan M. Tuscan
Notary Public

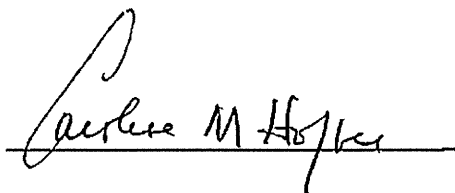
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jordan M. Tuscan, Notary Public
City of Lancaster, Lancaster County
My Commission Expires May 22, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, forever.

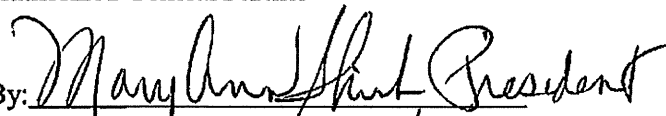
IN WITNESS WHEREOF, the GRANTOR has set its hand and seal this 18th day of December, 2017.

WITNESS:



GRANTOR:
LANTOGA FARMS

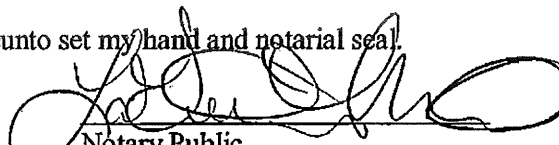
By: Tipararee, LLC,
Authorized General Partner

By: 
Mary Ann Shirk, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

ON THIS, the 18th day of December, 2017, before me, the undersigned Notary Public, personally appeared MARY ANN SHIRK, who acknowledged herself to be the President of Tipararee, LLC, a Pennsylvania limited liability company, an Authorized Partner of Lantoga Farms, a Pennsylvania general partnership, and that she, on behalf of Tipararee, LLC, as such Authorized Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by the signing the name of the general partnership on behalf of Tipararee, LLC as an Authorized Partner.

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


Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LaTricia E. Morris, Notary Public
City of Lancaster, Lancaster County
My Commission Expires May 5, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Exhibit "A"

ALL THAT CERTAIN tract of improved farmland situated along the easterly and westerly sides of Bridge Road (T-620), and along the northerly and southerly sides of Mondale Road (T-757) in the Township of Upper Leacock, County of Lancaster and Commonwealth of Pennsylvania, being in accordance with a survey completed on September 20, 2017, prepared for Lancaster Farmland Trust by LAND GRANT SURVEYORS, Columbia, PA, Project No. 17872-03, and all the same being more fully bounded and described as follows:

BEGINNING at the southwesterly corner of the herein-described farm, a 5/8-inch rebar found near the southeasterly side of a bend in Mondale Road (T-757), the said rebar being in line of lands now or formerly of Emanuel L. and Sarah Ann Stoltzfus (Subd. Document No. 2014-0199-J) and the said rebar also being the southeasterly corner of other lands now or formerly of Lantoga Farms (Lot No. 1, Subd. Document No. 2017-0302-J); thence from the point of beginning, extending along in Mondale Road, along aforesaid Lot No. 1 of Lantoga Farms, North 18 degrees 47 minutes 57 seconds West (N18°47'57"W), a distance of 570.70 feet to a 5/8-inch rebar found near the westerly side of Mondale Road and being near the top of the bank of the Conestoga River; thence extending along at or near the top bank of the Conestoga River by the following thirty-one courses and distances (the title of Lantoga Farms follows the river bank): (1) North 03 degrees 48 minutes 44 seconds East (N03°48'44"E), a distance of 223.39 feet to a point; thence (2) North 14 degrees 28 minutes 23 seconds West (N14°28'23"W), a distance of 333.25 feet to a point; thence (3) North 24 degrees 20 minutes 03 seconds West (N24°20'03"W), a distance of 373.66 feet to a point; thence (4) North 15 degrees 55 minutes 35 seconds West (N15°55'35"W), a distance of 201.11 feet to a point; thence (5) North 28 degrees 50 minutes 49 seconds West (N28°50'49"W), a distance of 343.11 feet to a point; thence (6) North 31 degrees 33 minutes 09 seconds West (N31°33'09"W), a distance of 226.82 feet to a point; thence (7) North 37 degrees 15 minutes 22 seconds West (N37°15'22"W), a distance of 156.94 feet to a point; thence (8) North 27 degrees 49 minutes 55 seconds West (N27°49'55"W), a distance of 197.78 feet to a point; thence (9) North 17 degrees 41 minutes 28 seconds West (N17°41'28"W), a distance of 483.74 feet to a point; thence (10) North 16 degrees 44 minutes 42 seconds West (N16°44'42"W), a distance of 461.46 feet to a point; thence (11) North 15 degrees 40 minutes 36 seconds West (N15°40'36"W), a distance of 238.22 feet to a point; thence (12) North 05 degrees 59 minutes 18 seconds West (N05°59'18"W), a distance of 133.17 feet to a point; thence (13) North 08 degrees 03 minutes 01 second East (N08°03'01"E), a distance of 131.15 feet to a point; thence (14) crossing Bridge Road (T-620), North 26 degrees 04 minutes 50 seconds East (N26°04'50"E), a distance of 124.73 feet to a point; thence (15) North 29 degrees 36 minutes 55 seconds East (N29°36'55"E), a distance of 179.44 feet to a point; thence (16) North 33 degrees 02 minutes 34 seconds East (N33°02'34"E), a distance of 225.95 feet to a point; thence (17) North 39 degrees 39 minutes 11 seconds East (N39°39'11"E), a distance of 128.54 feet to a point; thence (18) North 48 degrees 34 minutes 43 seconds East (N48°34'43"E), a distance of 148.28 feet to a point; thence (19) North 58 degrees 26 minutes 33 seconds East (N58°26'33"E), a distance of 135.44 feet to a point; thence (20) North 71 degrees 38 minutes 34 seconds East (N71°38'34"E), a distance of 138.59 feet to a point; thence (21) North 85 degrees 09 minutes 55 seconds East (N85°09'55"E), a distance of 140.76 feet to a point; thence (22) South 75 degrees 53 minutes 16 seconds East (S75°53'16"E), a distance of 149.25 feet to a point; thence (23) South 54 degrees 04 minutes 43 seconds East (S54°04'43"E), a distance of 112.78 feet to a point; thence (24) South 38 degrees 36 minutes 01 second East (S38°36'01"E), a

distance of 110.32 feet to a point; thence (25) South 34 degrees 44 minutes 01 second East (S34°44'01"E), a distance of 135.88 feet to a point; thence (26) South 26 degrees 12 minutes 05 seconds East (S26°12'05"E), a distance of 244.09 feet to a point; thence (27) South 21 degrees 39 minutes 55 seconds East (S21°39'55"E), a distance of 102.14 feet to a point; thence (28) South 38 degrees 01 minute 03 seconds East (S38°01'03"E), a distance of 317.65 feet to a point; thence (29) South 37 degrees 13 minutes 11 seconds East (S37°13'11"E), a distance of 241.97 feet to a point; thence (30) South 32 degrees 48 minutes 19 seconds East (S32°48'19"E), a distance of 128.02 feet to a point; thence (31) South 29 degrees 21 minutes 52 seconds East (S29°21'52"E), a distance of 175.76 feet to a point at or near the northeasterly corner of lands now or formerly of Benuel Esh and Katie Ann Stoltzfus (Subd. Plan Book J-217, Page 42); thence extending along said lands of Esh and Stoltzfus, passing over an iron pipe found 18.34 feet from the beginning of this course and a rebar found by a fallen tree 218.28 feet from the iron pipe found and extending along lands now or formerly of Henry E. and Katie Mae Stoltzfus (Subd. Document No. 2014-0105-J), respectively, South 80 degrees 26 minutes 21 seconds West (S80°26'21"W), a distance of 863.22 feet to a railroad spike found near the easterly edge of cartway of Bridge Road and having passed over a concrete monument set 10.73 feet from the end of this course; thence extending along in Bridge Road, South 19 degrees 29 minutes 48 seconds East (S19°29'48"E), a distance of 1,422.10 feet to a rebar found near the southerly edge of cartway of Mondale Road; thence extending along near the southerly side of Mondale Road, North 83 degrees 30 minutes 13 seconds East (N83°30'13"E), a distance of 427.59 feet to a railroad spike found near the southerly edge of cartway of said road and the said spike being a corner of aforesaid lands now or formerly of Henry E. and Katie Mae Stoltzfus; thence extending along said lands of Stoltzfus the following two courses and distances: (1) passing over a capped rebar found 7.12 feet from the beginning of this course, South 10 degrees 02 minutes 21 seconds East (S10°02'21"E), a distance of 420.61 feet to a 1-inch iron pin found by a corner fence post; thence (2) South 77 degrees 32 minutes 31 seconds West (S77°32'31"W), a distance of 396.26 feet to a capped rebar found; thence continuing along aforesaid lands of Stoltzfus and extending along lands now or formerly of Henry S. and Linda K. Glick, respectively, passing over a ¾-inch iron pipe found 145.66 feet from the beginning of this course, South 12 degrees 22 minutes 28 seconds East (S12°22'28"E), a distance of 305.14 feet to a point by a corner fence post, a corner of lands now or formerly of Henry E. and Katie Mae Stoltzfus; thence extending along said lands of Stoltzfus, South 13 degrees 33 minutes 25 seconds East (S13°33'25"E), a distance of 655.99 feet to a concrete monument set in line of lands now or formerly of Emanuel L. and Sarah Ann Stoltzfus; thence extending along said lands of Stoltzfus, South 54 degrees 10 minutes 05 seconds West (S54°10'05"W), a distance of 682.54 feet to a 5/8-inch rebar found, the **POINT OF BEGINNING**.

AND the aforesaid tract is also depicted as Lot 2 on the Final Subdivision Plan for Lantoga Farms, prepared by David Miller/Associates, Inc. and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania on September 6, 2017 as Document No. 2017-0302-J.

ALSO BEING a part of the same premises which John O. Shirk, Marolyn Davenport, Mary Blakinger and Arthur O. Shirk, by deed dated December 15, 2008 and recorded December 22, 2008 in the Recorder of Deeds Office in and for Lancaster County to Instrument No. 5750999 granted and conveyed unto Lantoga Farms, a general partnership.

ALSO BEING, a part of the same premises which John S. Shirk, by Deed dated December 30, 1991 and recorded December 30, 1991 in the Recorder of Deeds Office aforesaid in Record Book 339, Page 0024, granted and conveyed unto Lantoga Farms, a general partnership.

ALSO BEING, a part of the same premises which John S. Shirk, by deed dated December 28, 1978 and recorded January 8, 1979 in the Recorder of Deeds Office aforesaid in Record Book D, Volume 76, Page 349, granted and conveyed unto Lantoga Farms, a general partnership.

CONTAINING: 99.7 acres to deed line

THE PROPERTY is subject to a "No Build Area" as referenced in Section 7 of the Easement which is located along the westerly side of Bridge Road (T-260) and depicted on Exhibit "C" hereof; such No Build Area being more fully bounded and described as follows:

BEGINNING at the southeasterly corner of the herein described no build zone, a mag nail set in Bridge Road (T-620), near the centerline thereof and the said mag nail being located 193.67 feet northerly of a rebar found near the southerly side of Mondale Road (T-757); thence from the point of beginning, extending from Bridge Road, South 56 degrees 40 minutes 08 seconds West (S56°40'08"W), a distance of 725.14 feet to a point at or near the top of bank of the Conestoga River; thence extending along at or near the top of bank of the Conestoga River the following four courses and distances: (1) North 15 degrees 55 minutes 35 seconds West (N15°55'35"W), a distance of 50.90 feet to a point; thence (2) North 28 degrees 50 minutes 49 seconds West (N28°50'49"W), a distance of 343.11 feet to a point; thence (3) North 31 degrees 33 minutes 09 seconds West (N31°33'09"W), a distance of 226.82 feet to a point; thence (4) North 37 degrees 15 minutes 22 seconds West (N37°15'22"W), a distance of 22.92 feet to a point; thence North 46 degrees 19 minutes 26 seconds East (N46°19'26"E), a distance of 889.04 feet to a mag nail set near the easterly side of Bridge Road; thence extending along in Bridge Road, South 19 degrees 29 minutes 48 seconds East (S19°29'48"E), a distance of 823.76 feet to a mag nail set, the **POINT OF BEGINNING**.

CONTAINING: 12.851 Acres

Exhibit "B"

(Site Plan of Property)

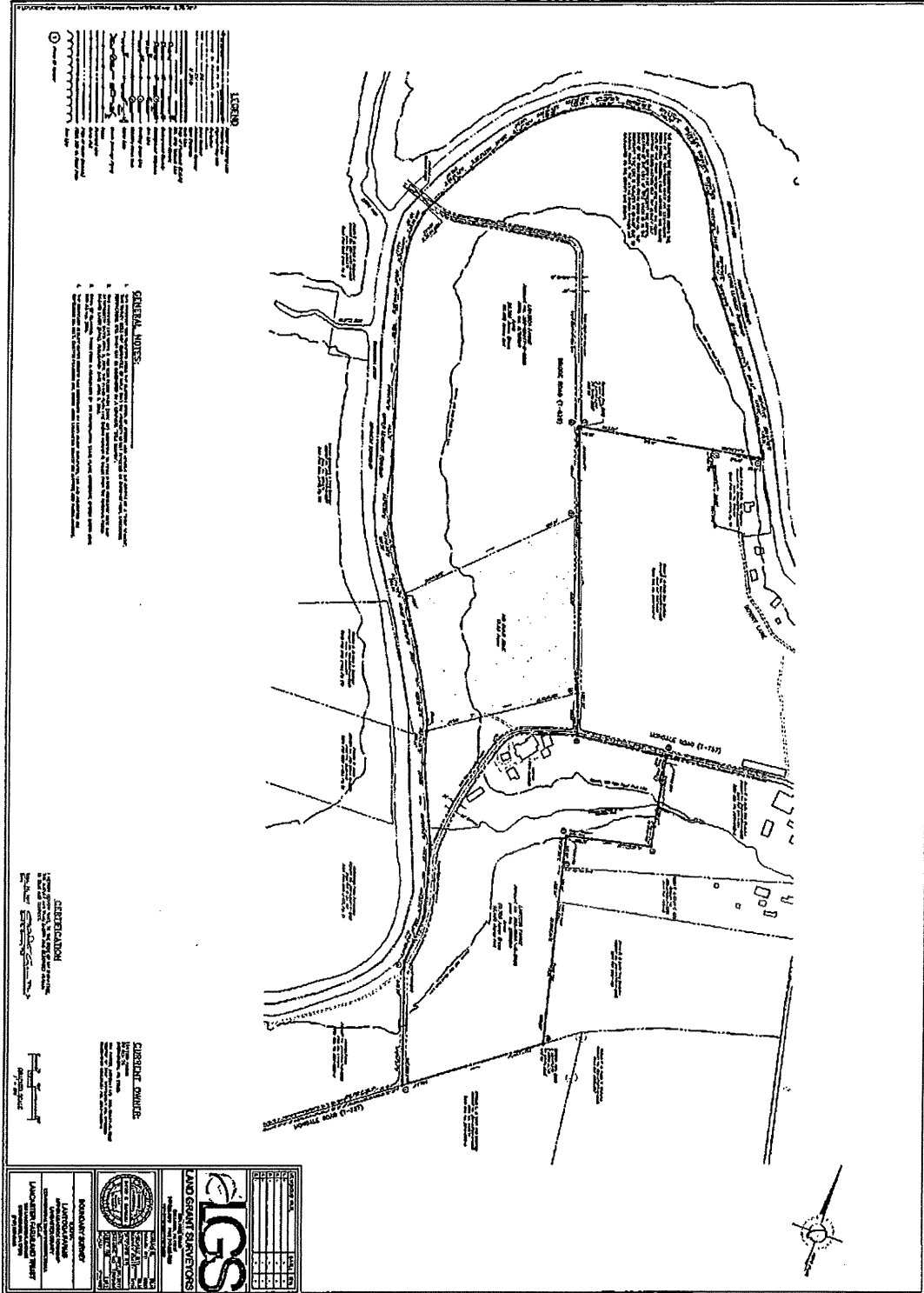
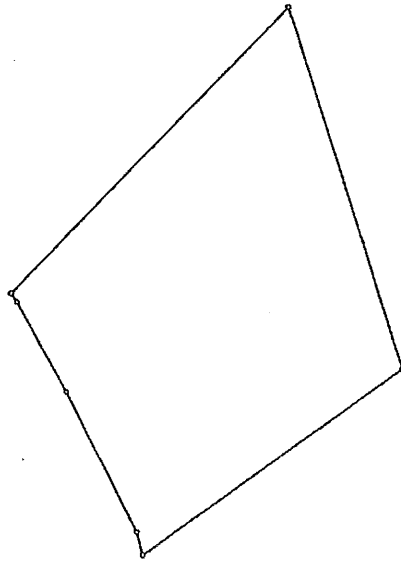


Exhibit "C"

(No Build Area)



| | | |
|--|----------------------|----------------------|
| Title: | | Date: 11-14-2017 |
| Scale: 1 inch = 260 feet | File: | |
| Tract 1: 12.851 Acres: 559790 Sq Feet: Closure = n39.3425w 0.09 Feet: Precision = 1/33096: Perimeter = 3082 Feet | | |
| 001=s56.4008w 725.14 | 004=n31.3309w 226.82 | 007=s19.2948e 823.76 |
| 002=n15.5535w 50.90 | 005=n37.1522w 22.92 | |
| 003=n28.5049w 343.11 | 006=n46.1946e 889.04 | |

LANCASTER FARMLAND TRUST

Conservation Easement Enforcement Guidelines

General Policy Statement

Lancaster Farmland Trust is responsible for monitoring all conservation easements held by the organization and enforcing the provisions of those easements. It is the intention of the Trust to maintain regular contact with landowners so as to identify potential problems and, whenever possible, avoid the need to take enforcement action. Easements will be monitored annually to ensure accurate representation of easement conditions.

If a violation occurs, Lancaster Farmland Trust is committed to upholding the easement and will implement the procedures outlined in this policy. The purpose of the procedures is to correct the action and, therefore, the Trust will first seek to negotiate a voluntary solution. Legal action will be taken only as a last resort.

Lancaster Farmland Trust recognizes that proper enforcement of all conservation easements is necessary to maintain its status as a 501(c)3 organization and to uphold the trust and confidence of the public and the landowners it serves.

Procedures for Enforcement

1. If a violation of an easement is observed during monitoring, the violation will be documented on the monitoring report and will be reported to the Deputy Director immediately. The Deputy Director or his designee will visit the property to determine if a violation has occurred.
2. If a violation is reported by an external source, the Deputy Director or his designee will visit the property to determine if a violation has occurred and will document the conditions observed at the time of the visit.
3. The Board of Trustees will be notified that a violation has occurred and that corrective measures are being initiated.
4. If a violation of the easement has occurred, the landowner will be notified by certified letter. The letter shall clearly describe the violation and shall require compliance or a response from the landowner within 30 days.
5. The letter of notification will be followed by a request to meet to discuss the observed violation. Staff will schedule a meeting in a timely fashion.

Lancaster Farmland Trust Board of Trustees approved on April 17, 2008

S:\Land Preservation\Land Preservation Policies & Procedures\Easement Enforcement Policy_approved 4-17-2008.doc

6. Staff will attempt to reach a mitigation solution with the landowner. If such a solution is agreed to, it must be documented and must include a detailed description of the work to be done to correct the violation and the date by which the work must be completed. The mitigation agreement must be signed by the landowner and the Executive Director of Lancaster Farmland Trust.
7. When a landowner is unresponsive or uncooperative, legal counsel will be consulted. When counsel determines that legal action is warranted, the Board of Trustees will be notified. Any legal action must be approved by the Board of Trustees.
8. The Board of Trustees may suspend legal action at any time.
9. A copy of this policy will be provided to the landowner at the time an agreement of sale is signed and will be attached to the easement.

LANCASTER FARMLAND TRUST CONSERVATION EASEMENT AMENDMENT POLICY

General Policy Statement

Lancaster Farmland Trust acquires and holds conservation easements to protect the agricultural, scenic, and/or open space values of the property and surrounding areas in perpetuity. Landowners, who choose to preserve their land, as well as those who support the Trust, must be confident that the easement is permanent and that Lancaster Farmland Trust can meet its obligation to monitor and enforce the easement.

It is the policy of Lancaster Farmland Trust to hold and enforce conservation easements as written. Amendments to conservation easements will be authorized only in exceptional circumstances.

Conservation easement amendments are considered appropriate only in the most limited circumstances. Any request for amendment shall be reviewed in accordance with the procedures set forth in this policy. In order for an amendment to be granted it must meet all of the following principles:

1. It must be consistent with the overall purposes of the conservation easement and the documented intent of the donor or grantor.
2. It must serve the public interest.
3. It must be consistent with the mission of Lancaster Farmland Trust.
4. It must comply with all local, state and federal laws.
5. It must enhance the conservation value of the easement or have a neutral effect.
6. It must not provide private inurement or impermissible private benefit.
7. It must be the minimum change necessary to satisfy the request.
8. It must be consistent with any intent of the original funder.
9. It must not create an unacceptable precedent.
10. It must not adversely affect the Trust's 501(c) 3 status nor impugn its public reputation in any way.
11. It must be considered by the Board of Trustees at a regularly scheduled meeting at which a quorum is present and must be approved by two-thirds of the Trustees present and voting.

Failure to comply with all of the aforementioned principles will result in an immediate rejection of the amendment proposal.

Because every property is unique, no decision by Lancaster Farmland Trust with respect to an amendment of a conservation easement shall form a precedent with respect to any other request for an amendment.

A copy of this policy shall be provided to all landowners when an agreement of sale is signed and shall be attached to the conservation easement.

Reasons for amending an easement

Lancaster Farmland will consider amendments to conservation easements only in the following circumstances:

1. **Prior Agreement.** In a few cases, a conservation easement may have a specific provision allowing modification of the easement at a future date under specified circumstances. Such agreements must be set forth in the conservation easement document or in a separate document signed by both parties at the time the conservation easement was executed. The amendment must be consistent with the terms and conservation intent of the original agreement.
2. **Upgrade Standard Language and Format.** The standard language and format of conservation easements are periodically revised to reflect new standard clauses, statutory changes, changes in policy, or to improve enforcement and administration, or enhance the protection of the conservation values of the protected property, or consolidate the legal documents in order to simplify the protection regime. Amendments for any of these purposes will be recommended so long as the changes are consistent with the intent and objectives of the original conservation easement.
3. **Correction of an Error or Ambiguity.** Lancaster Farmland Trust may authorize an amendment to correct an obvious error or oversight made at the time the conservation easement was executed. This may include correction of a legal description, inclusion of standard language that was unintentionally omitted, or clarification of an ambiguity in the terms of the restrictions in order to avoid litigation over the interpretation of the document in the future.
4. **Settlement of Condemnation Proceedings.** Conservation easements and other interests Lancaster Farmland Trust holds in land use are subject to condemnation for public purposes, such as highways and schools. Where it appears that the condemnation power will be properly exercised, Lancaster Farmland Trust may enter into a settlement agreement with the condemning authority in order to avoid the expense of litigation. In reaching such an agreement, Lancaster Farmland Trust shall attempt to preserve the intent of the original conservation agreement to the greatest extent possible.
5. **Amendments to Leverage Additional Conservation.** Requests which add additional land to a conservation easement and requests which remove reserved rights from a conservation easement.
6. **Amendments to Reconfigure Conservation Easements.** Modifications or addition of reserved rights in exchange for additional land conservation may be recommended provided that the above principles and other considerations are substantially met.
7. **Amendments Consistent with Conservation Purpose and Enhancing Conservation Values.** Lancaster Farmland Trust may authorize other modifications of a conservation easement if the modification is consistent with the intent of the original parties and with the statement of purpose contained in the easement document, and if the new level of protection of resource values provided by the amended easement is greater than that provided by the easement before the amendment or if the amendment has a neutral effect on the resources values.

Procedure for Requesting an Amendment

1. Requests to modify an existing conservation easement must be filed in writing stating the change that is sought and the reason the change is warranted. Where appropriate, the request shall be accompanied by appropriate maps and other documentation.
2. Requests will be reviewed by the Deputy Director who will determine whether or not the amendment request meets the criteria outlined in this policy.
3. If the Deputy Director determines the request for amendment meets the principles, the request will be sent to legal counsel for review.
4. Once the request has been reviewed by the Deputy Director and by legal counsel, the information, along with the recommendations of legal counsel and staff, will be presented to the Land Preservation Committee. If the Committee finds that the amendment is legally permissible, consistent with the terms of this policy, and clearly warranted by the circumstances, the Committee will forward the request and recommendation of the Committee to the Board of Trustees for consideration.
5. The Board of Trustees will consider the request at a regularly scheduled meeting. The Board may approve, reject, or approve with modifications. Two-thirds of the Trustees present and voting must agree to approve or approve with modification in order for an amendment to be granted. A decision by the Land Preservation Committee to disapprove the amendment will be final, unless the landowner presents a written request for review by the Board of Trustees, with his reasons for requesting Board review.
6. The landowner will be notified in writing of the Board of Trustees' decision and will have 30 days to notify the Trust of his intention to proceed.

Fees

1. A payment of \$750 must accompany the original request for amendment. No action on the amendment will be taken until this payment is received. The payment covers review of the request by staff and legal counsel. If any of the funds are not used during the initial review, and if the request is denied, any unexpended funds will be returned to the landowner. If the landowner proceeds with the amendment, any unexpended funds will be applied to the fees incurred during the amendment process.
2. If the request for amendment receives approval from the Board of Trustees, and the landowner decides to pursue the amendment, all costs incurred in the amendment process will be borne by the landowner. This includes, but is not limited to: staff time, legal fees and costs, surveys, appraisals, Baseline Documentation Report updates, document and recording fees. The Board of Trustees will require the landowner to make a cash contribution to the Amos Funk Land Stewardship Fund for the long-term stewardship and enforcement obligations incurred by the amendment.
3. The Board of Trustees may waive the fees related to amending an easement. Request for waiving the fees must be received in writing.
4. All fees must be paid before the amendment is recorded with the Recorder of Deeds.

REV-183 EX (11-04)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

| | |
|----------------|------------------------|
| State Tax Paid | \$0.00 |
| Book Number | 6375721 |
| Page Number | |
| Date Recorded | 01/03/2018 02:08:57 PM |

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 Jordan M. Tuscan | | Telephone Number: (717) 687-8484 | | |
| Street Address 125 Lancaster Ave. | | City Strasburg | State PA | Zip Code 17579 |

B. TRANSFER DATA

Date of Acceptance of Document

| | | | | | |
|---------------------------------------|-------------|-------------------|--|-------------|-------------------|
| Grantor(s)/Lessor(s) Lantoga Farms | | | Grantee(s)/Lessee(s) Lancaster Farmland Trust | | |
| Street Address P.O. Box 70 | | | Street Address 125 Lancaster Ave. | | |
| City Brownstown | State PA | Zip Code 17508 | City Strasburg | State PA | Zip Code 17579 |

C. PROPERTY LOCATION

| | | | | | |
|-------------------------------------|-------------------------------------|---|--|--|--|
| Street Address 1195 Mondale Road | | City, Township, Borough Upper Leacock Township | | | |
| County Lancaster | School District Conestoga Valley | Tax Parcel Number 3600564700000 | | | |

D. VALUATION DATA

| | | |
|--|--|--|
| 1. Actual Cash Consideration 149,550.00 | 2. Other Consideration + 0.00 | 3. Total Consideration = 149,550.00 |
| 4. County Assessed Value 0.00 | 5. Common Level Ratio Factor X 1.36 | 6. Fair Market Value = 0.00 |

E. EXEMPTION DATA

| | |
|---|---|
| 1a. Amount of Exemption Claimed 100.00 | 1b. Percentage of Interest Conveyed Conservation Easement Only |
|---|---|

2. Check Appropriate Box Below for Exemption Claimed

- Will or Intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) _____

Transfer to a Nature Conservancy or similar organization having its primary purpose the preservation of land for scenic, agricultural, or open space uses. 72.P.S. 8101-C; also 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 <i>Jordan M. Tuscan</i> | Date 1/2/2018 |
|--|------------------|

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

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

Address of Real Estate 1195 Mondale Road, Upper Leacock Township, Lancaster County, Pennsylvania

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 or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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 one below):

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).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGEMENT (initial)

- (c) Purchaser has read the information above and understands its contents, and has received copies of all information listed above, if any.

- (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

- (e) Purchaser has (check one below):

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

CERTIFICATION OF ACCURACY

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

SELLER:
LANTOGA FARMS

By: Marolyn Davenport
Signature

Marolyn Davenport, Authorized Partner

Date:

Marolyn Davenport
Print Name

2/9/18

PURCHASER:

Signature

Print Name

Date: