

CONDITIONS OF SALE

The conditions of the present public sale are as follows:

1. The property to be sold is a tract of improved farmland consisting of approximately 99.707 gross acres (96.490 net acres, exclusive of road rights-of-way), which is known and addressed as 1195 Mondale Road (and identified as Parcel ID No. 360-00505-0-0000), situate in the Township of Upper Leacock, Lancaster County, Pennsylvania, as more fully described on Exhibit A, attached hereto and incorporated herein by reference, and is shown as "Proposed Lot 2" on the Final Subdivision Plan for Lantoga Farms, prepared by David Miller/Associates, Inc., dated April 5, 2017, and recorded on September 6, 2017 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania ("Recorder's Office") to Instrument No. 2017-0302-J, pertinent excerpts of which are attached hereto and incorporated herein by reference as Exhibit B ("Property"). The Property is improved with a two and one-half (2.5) story farm house, a two (2) story bank barn, a heifer barn, and related farm structures (such as sheds and silos).

2. The highest approved bidder shall be the Purchaser upon the Property being struck off to him; and the Purchaser shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down One Hundred Thousand and no/100 Dollars (\$100,000.00) as security for the performance of this Agreement. If any dispute arises among bidders, the Property shall immediately be put up for renewal of bidding. The Auctioneer may recess the auction and may use discretion with respect to the minimum amount by which the bidding may advance. The Seller reserves the right to withdraw the Property from sale for want of a sufficient bid equal to a reserve price, and without declaring the amount of such reserve price.

3. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held in Lancaster County, Pennsylvania at the office of the Purchaser's attorney or title company on December 11, 2018 (unless some other time or place shall hereafter be agreed upon by the Seller and the Purchaser), upon which payment the Seller shall convey to the Purchaser by deed prepared by Seller's attorney but at the Purchaser's expense, title to said Property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to enrollment in the Clean and Green Program (see paragraph 5 below), any existing easements, both visible and recorded (see paragraph 4 below), building or use restrictions (see paragraph 4 below), zoning or land subdivision ordinances, other municipal ordinances, encroachments of any kind within the legal width of public highways, or public utility rights-of-way. Time is of the essence in this Agreement.

4. Seller discloses that the Property is subject to (a) certain restrictions as noted in the aforesaid Final Subdivision Plan (and as described in Exhibit B) and (b) that certain conservation easement as set forth in the Lancaster Farmland Trust Grant of Conservation Easement, dated January 2, 2018, and recorded on January 3, 2018 in the Recorder's Office as Instrument No. 6375721, which contains, among other things, a "no build area" in which placement of any structure, including agricultural structures but specifically excluding underground utility lines and appurtenant structures, is prohibited. A copy of said conservation easement has been received by Purchaser for review. **Seller further discloses that at or before Settlement, Seller intends to subject the Property to a Declaration of Restrictive Covenant, to be prepared by Seller in Seller's sole discretion, which shall prohibit maintaining more than three (3) adult dogs (adult dog meaning one that is more than six (6) months of age) on the Property and which will be recorded in the Recorder's Office. Purchaser shall purchase the Property subject to the aforementioned restrictions, conservation easement, and restrictive covenant.**

Purchaser's Initials: _____

5. Seller further discloses that the Property is presently enrolled in the preferential agricultural tax assessment Clean and Green Program (also known as "Act 319" and "The Pennsylvania Farmland and Forest Land Assessment Act of 1974," 72 P.S. §5490.1 et seq.), pursuant to an application on file with the Lancaster County Property Assessment Office and recorded in the Recorder's Office on July 17, 1996 in Record Book 5041, Page 181, which enrollment has been acknowledged and continued pursuant to a continuation statement on file with the Lancaster County Property Assessment Office and recorded in the Recorder's Office on July 5, 2018 to Instrument No. 6406242. Copies of both the application and the continuation statement are attached hereto and incorporated herein by reference as Exhibit C. Purchaser shall take title to the Property subject to the restrictions imposed by such program and shall be solely responsible for all rollback taxes if the Property is removed from such program for any reason, and Purchaser agrees to indemnify, defend and hold harmless Seller from and against any and all such rollback taxes and losses, expenses (including reasonable attorneys' fees and other potential fees), costs, damages, liabilities, demands, suits and claims in connection with or arising out of the imposition, or attempted imposition, of any rollback taxes against Seller or Purchaser. Purchaser shall execute the Notice of Transfer of Land under Act 319 at least thirty (30) days prior to Settlement and file an Acknowledgement of Continuation of Preferential Assessment under Act 319 to continue enrollment of

the Property in the Clean and Green Program at Settlement, with the applicable filing fees and recording costs of such notice and acknowledgement to be borne entirely by Purchaser.

Purchaser's Initials: _____

6. At Settlement, the Property shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage which occurs after possession has been given to the Purchaser, or (c) any taking by eminent domain, provided however that Purchaser shall be entitled to any proceeds received by Seller for such taking.

7. The Property is zoned Agricultural and has been used for agricultural purposes.

8. Formal tender of deed and purchase money are waived.

9. Acknowledgments to deed shall be paid by the Seller, and all required state and local realty transfer taxes shall be paid by the Purchaser.

a. Real estate taxes shall be apportioned to date of Settlement or prior delivery of possession on a fiscal year basis.

b. Purchaser shall pay all expenses related to title insurance and all other expenses of the conveyances.

10. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances, gas, electric, heating, plumbing, lighting and water fixtures and systems, and any articles permanently affixed to the Property, including an eight hundred ninety-five (895) gallon milk tank.

11. Possession shall be given to the Purchaser at Settlement.

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

13. The Property being sold at this public sale is being sold "AS IS" in its present condition with all faults and without any representations, warranty, express or implied, with respect to the condition thereof, unless otherwise specified herein. This sale is not contingent upon desire of the Purchaser, or requirement of the Purchaser's mortgagee that there be satisfactory inspections made prior to Settlement. If any corrections are determined to be advisable, or required by any lender, such corrections shall be made at the expense of the Purchaser. No agent or representative of the Seller is authorized to make any statement or representation as to quality, character, or condition of any property offered at this sale, and any representation or statement made by any agent or representative of the Seller will not be binding on the Seller or considered as grounds for any claim, adjustment or rescission of any sale.

a. The Seller has not had the Property or the interior of any improvements thereon, including the farm house, tested for the presence of radon gas or asbestos and as a result makes no representations as to the presence or absence of such gas or material in acceptable or unacceptable levels or quantities. This sale is not conditioned in any way upon satisfactory tests having been made prior to Settlement.

b. It is understood that the Purchaser has inspected the Property, or hereby waives the right to do so, and has agreed to purchase it as a result of such inspection and not because of or in reliance upon any representation not included herein, whether made by the Seller or any other officer, partner, or employee of the Seller, or by an agent, if any, of the Seller or the Purchaser or both.

14. The Purchaser hereby releases, quitclaims and forever discharges the Seller from any and all claims, losses or demands, including, but not limited to personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects or deficiencies in the sewer or water service system, any code violations, or any defects or conditions on the Property. This release shall survive Settlement.

15. The Seller has completed a Seller's Property Disclosure Statement and a Lead-Based Paint Disclosure Statement with respect to the farm house, and has made them available prior to this sale. The Purchaser acknowledges receipt of a copy of these Disclosure Statements.

16. There is currently no public water and no public sewer serving the Property.

- a. Seller discloses that the farm house is served by an individual, on-lot sewage disposal system. Please see notice below:

There is no currently existing community sewage system available for the subject Property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Purchaser is advised by this notice that, before signing these Conditions of Sale, Purchaser should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Purchaser's Initials: _____

17. The Purchaser shall be responsible for any written notice served upon the Seller, and for any work done or ordered to be done upon or about the Property, after the date of the Purchaser's Agreement on these Conditions of Sale by any municipal or other public authority. In addition, the Purchaser shall be responsible for obtaining any certifications, inspections or licenses from the appropriate municipal departments that may be required by law, any fees or costs in connection therewith, and any corrections or improvements to the Property required in order to obtain such certifications, inspections or licenses.

18. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Purchaser or the present Purchaser's sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

SELLER:

LANTOGA FARMS

By: _____
Marolyn Davenport, Authorized Partner

PURCHASER'S AGREEMENT

I/We, _____, intending to be legally bound, agree to purchase the real estate described in the foregoing Conditions, subject to said Conditions, for the sum of _____ (\$ _____) Dollars.

Witness my/our hand/s and seal/s this _____ day of _____, 2018.

Signed in the presence of:

Purchaser(s):

_____ (SEAL)

Print name: _____

_____ (SEAL)

Print name: _____

RECEIPT

Received of the Purchaser on above date, as down money on account of the above purchase price, the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00).

LANTOGA FARMS

By: _____
Marolyn Davenport, Authorized Partner

EXHIBIT A

Legal Description for Property

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 Benueal 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

Exhibit A

(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**.

CONTAINING: 99.707 acres to deed line 96.490 acres excluding road rights-of-ways, more or less.

EXHIBIT B

Final Subdivision Plan

NOTES

GENERAL DESIGN NOTES:

1. THE PURPOSE OF THIS PLAN IS TO SUBDIVIDE THE LAND INTO TWO LOTS. NO IMPROVEMENTS ARE PROPOSED AT THIS TIME.
2. BOUNDARY AND EXISTING FEATURES SURVEY PREPARED BY MAGNORTH, LEBANON, PA FOR THE PROPOSED LOT 1. GIS AND DEED PLOTTINGS HAS BEEN USED FOR THE BALANCE OF THE PROPERTY.
3. DEVELOPER SHALL ENGAGE THE SERVICES OF A PROFESSIONAL LAND SURVEYOR TO PLACE PERMANENT MONUMENTS AND MARKERS AS SHOWN ON THE PLAN FOLLOWING PLAN RECORDATION.
4. THE EXISTING DWELLING ON LOT 2 HAS TWO (2) EXISTING OFF-STREET PARKING SPACES AS REQUIRED BY THE UPPER LEACOCK ZONING ORDINANCE FOR DWELLINGS. LOT 1 SHOULD BE IMPROVED IN THE FUTURE, SHALL PROVIDE PARKING IF AND WHEN IT IS IMPROVED.
5. NO WALL, FENCE, OR OTHER STRUCTURE SHALL BE ERECTED, ALTERED OR MAINTAINED, AND NO HEDGE, TREE OR GROWTH SHALL BE PLANTED OR MAINTAINED WHICH EXCEEDS 30 INCHES OR AS MAY RESULT IN A VISUAL OBSTRUCTION WITHIN THE CLEAR SIGHT TRIANGLES AT STREET INTERSECTIONS.
6. ANY REVISIONS TO THIS PLAN AFTER THE DATE OF PLAN PREPARATION OR THE LATEST REVISION SHALL NOT BE THE RESPONSIBILITY OF DAVID MILLER/ASSOCIATES, INC. SUBSTITUTIONS FOR ANY MATERIAL NOTED ON THESE PLANS REQUIRES PRIOR WRITTEN APPROVAL OF DAVID MILLER/ASSOCIATES, INC. AND UPPER LEACOCK TOWNSHIP.
7. THESE PLANS HAVE BEEN PREPARED AS AN INSTRUMENT OF SERVICE FOR THE CLIENT OF RECORD OF DAVID MILLER/ASSOCIATES, INC. DAVID MILLER/ASSOCIATES, INC. ASSUMES NO LIABILITY FOR THE USE OR REUSE OF THESE PLANS BY ANY INDIVIDUAL OR ENTITY OTHER THAN THE CLIENT, OR FOR THE USE OF THESE PLANS FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THEY HAVE BEEN PREPARED.
8. NO ONE SHALL SCALE FROM THESE PLANS FOR CONSTRUCTION PURPOSES.
9. ALL DIMENSIONS SHOWN ON THE PLANS ARE TAKEN FROM THE FACE OF CURB AND EXTERIOR FACE OF BUILDINGS UNLESS OTHERWISE NOTED ON THE PLAN.
10. SLANTED TEXT REPRESENTS EXISTING INFORMATION AND FEATURES. UPRIGHT TEXT REPRESENTS PROPOSED INFORMATION AND FEATURES.
11. THE MUNICIPALITY IS NOT RESPONSIBLE FOR CONSTRUCTION OR MAINTENANCE OF ANY FACILITY NOT DEDICATED FOR PUBLIC USE.

MISCELLANEOUS NOTES:

1. AGRICULTURAL NUISANCE DISCLAIMER - ALL LANDS WITHIN THE AGRICULTURAL ZONE ARE LOCATED WITHIN AN AREA WHERE LAND IS USED FOR COMMERCIAL AGRICULTURAL PRODUCTION. OWNERS, RESIDENTS AND OTHER USERS OF THIS PROPERTY MAY BE SUBJECTED TO INCONVENIENCE, DISCOMFORT AND THE POSSIBILITY OF INJURY TO PROPERTY AND HEALTH ARISING FROM NORMAL AND ACCEPTED AGRICULTURAL PRACTICES AND OPERATIONS INCLUDING BUT NOT LIMITED TO NOISE, ODORS, DUST THE OPERATION OF MACHINERY OF ANY KIND INCLUDING AIRCRAFT, THE STORAGE AND DISPOSAL OF MANURE, THE APPLICATION OF FERTILIZERS, SOIL AMENDMENTS, HERBICIDES AND PESTICIDES. OWNERS, OCCUPANTS AND USERS OF THIS PROPERTY SHOULD BE PREPARED TO ACCEPT SUCH INCONVENIENCES, DISCOMFORT AND POSSIBILITY OF INJURY FROM NORMAL AGRICULTURAL OPERATIONS, AND ARE HEREBY PUT ON OFFICIAL NOTICE THAT SECTION 4 OF THE PENNSYLVANIA ACT 133 OF 1962 "THE RIGHT TO FARM LAW" MAY BAR FROM OBTAINING A LEGAL JUDGEMENT AGAINST SUCH NORMAL AGRICULTURAL OPERATIONS.
2. IN ACCORDANCE WITH SECTION 200M OF THE UPPER LEACOCK ZONING ORDINANCE BOTH PROPOSED LOTS 1 AND 2 SHALL RETAIN DEVELOPMENT RIGHTS TO ERECT A FUTURE FARMHOUSE, DWELLING OR PRINCIPAL USE (ONE REMAINING FOR EACH LOT FOLLOWING APPROVAL/RECORDATION OF THIS PLAN.)
3. AS OF THE DATE OF THIS DEED/PLOT RECORDING, THE PROPERTY/SUBDIVISION DESCRIBED HEREIN IS AND SHALL BE DEDICATED FOR THE EXPRESS PURPOSE OF AGRICULTURAL USE. NO PORTION OF THIS PROPERTY/SUBDIVISION ARE APPROVED BY UPPER LEACOCK TOWNSHIP (MUNICIPALITY) OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR THE INSTALLATION OF ANY SEWAGE DISPOSAL FACILITY. NO PERMIT WILL BE ISSUED FOR THE INSTALLATION, CONSTRUCTION, CONNECTION TO OR USE OF ANY SEWAGE COLLECTION, CONVEYANCE, TREATMENT OR DISPOSAL SYSTEM (EXCEPT FOR REPAIRS TO EXISTING SYSTEMS) UNLESS THE MUNICIPALITY AND DEP HAVE BOTH APPROVED SEWAGE FACILITIES PLANNING FOR THE PROPERTY/SUBDIVISION DESCRIBED HEREIN IN ACCORDANCE WITH THE PENNSYLVANIA SEWAGE FACILITIES ACT (35 P.S. §750.1 et seq.) (ACT) AND REGULATIONS PROMULGATED THEREUNDER. PRIOR TO SIGNING, EXECUTING, IMPLEMENTING OR RECORDING ANY SALES CONTRACT OR SUBDIVISION PLAN, ANY PURCHASER OR SUBDIVIDER OF ANY PORTION OF THIS PROPERTY SHOULD CONTACT APPROPRIATE OFFICIALS OF UPPER LEACOCK TOWNSHIP (MUNICIPALITY), WHO ARE CHARGED WITH ADMINISTERING THE ACT TO DETERMINE THE FORM OF SEWAGE FACILITIES PLANNING REQUIRED AND THE PROCEDURE AND REQUIREMENTS FOR OBTAINING APPROPRIATE PERMITS OR APPROVALS.
4. THIS PLAN RESERVES ADDITIONAL RIGHT-OF-WAY ALONG PORTIONS OF THE EXISTING ROAD FRONTAGE OF THE SUBJECT PROPERTY. THIS ADDITIONAL RIGHT-OF-WAY IS HEREBY RESERVED FOR POSSIBLE FUTURE USE BY UPPER LEACOCK TOWNSHIP FOR FUTURE ROADWAY AND RELATED IMPROVEMENTS.

STORMWATER MANAGEMENT NOTES:

1. NO STORMWATER IMPROVEMENTS ARE PROPOSED. A STORMWATER MANAGEMENT PLAN MUST BE PREPARED AND APPROVED BY UPPER LEACOCK TOWNSHIP PRIOR TO CONSTRUCTION OF IMPROVEMENTS ON LOT 1.

FLOOD PLAINS / WETLANDS:

1. THE 100-YEAR AND 500-YEAR FLOODPLAIN SHOWN ARE PER FEMA FLOODPLAIN INSURANCE RATE MAP NUMBER 42071C0376F, DATED APRIL 5, 2006.
2. FLOODPLAIN AREAS SHALL BE KEPT FREE OF STRUCTURES, FILL OR OTHER ENCROACHMENTS, UNLESS APPROPRIATE APPROVALS HAVE BEEN OBTAINED.
3. MINIMUM FLOOR ELEVATIONS FOR ALL STRUCTURES ADJACENT TO 1 FLOODPLAIN SHALL BE A MINIMUM OF ONE AND ONE HALF (1 1/2) FT ABOVE THE 100-YEAR FLOODPLAIN ELEVATION.

UTILITY NOTE:

1. EXISTING UNDERGROUND UTILITIES HAVE BEEN SHOWN IN ACCORDANCE WITH THE BEST AVAILABLE INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR LOCATION.

SANITARY SEWER NOTES:

1. THE EXISTING DWELLING/PROPOSED LOT 2 HAS ON-LOT SEWER. PROPOSED LOT 1 WILL BE SERVICED WITH PUBLIC SEWER (LASA). SHOULD IT BE IMPROVED, NO IMPROVEMENTS OR CONNECTIONS ARE CURRENTLY PROPOSED AND NOTES 2-6 BELOW ARE FOR FUTURE REFERENCE ONLY.
2. ALL SANITARY SEWER LINE CONNECTIONS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS AND IN COMPLIANCE TO THE RULES AND REGULATIONS OF THE LANCASTER AREA SEWER AUTHORITY (LASA).
3. ALL SANITARY SEWER MANHOLES SHALL BE BITUMASTIC COATED. MANHOLE LIDS' OUTSIDE DIAMETER MUST MATCH LASA STOCKED RISERS.
4. ALL MANHOLE FRAMES MUST BE BOLTED TO THE MANHOLE BY FOUR (4) 3/4" STAINLESS STEEL BOLTS SPACED EVENLY AROUND THE FRAME AND BEDDED AT LEAST 3" INTO THE MANHOLE. MANHOLE AND SANITARY SEWER LINES MUST BE AT LEAST FIVE (5') FEET FROM THE FACE OF CURB.
5. SANITARY SEWER PIPE SHALL BE MANUFACTURED TO MEET ASTM SPECIFICATIONS D-3084-SDR35. SANITARY SEWER PIPE SHALL HAVE A MINIMUM OF 4'-0" COVER.
6. MAXIMUM SPACING BETWEEN CLEAN-OUTS IS SEVENTY FIVE (75) FEET. CLEANOUTS SHOULD BE LOCATED AS CLOSE TO SEWER MAIN AS POSSIBLE. ALL TRENCHES WITHIN FIVE (5) HORIZONTAL FEET OF PAVED ROAD MUST BE COMPACTED WITH 2RC STONE OR EQUAL.

WATER SUPPLY NOTES:

1. THE EXISTING DWELLING/PROPOSED LOT 2 HAS ON-LOT WELL WATER. PROPOSED LOT 1 WILL BE SERVED BY ON-LOT WELL WATER. SHOULD IT BE IMPROVED, NO IMPROVEMENTS ARE CURRENTLY PROPOSED.

UTILITY LIST

BUCKETE PARTNERS
FIVE TEK PARK
4000 WASHINGTON BLVD
BETHLEHEM, PA 18021
DAVE JONES
djohn@buckete.com

COMCAST CABLEVISION
131 S. DUKE STREET
LANCASTER, PA 17602
MARK DEATHE
mark_death@comcast.com

FRONTIER COMMUNICATIONS OF PA INC
67 S MAIN ST
LEBOURNE, PA 19059
JOHN RUSSELL/OTCI
john.russell@otci.com

LANCASTER AREA SEWER AUTHORITY
80 CENTERVILLE ROAD
LANCASTER, PA 17609
JOHN VILGA
jvilga@lasa.org

PPL ELECTRIC UTILITIES CORPORATION
480 LYCOTING HALL
MONTICELLO, PA 17754
PATRICK REITZER
patrickr@ppluea.com

USE UTILITIES INC
1501 APT DRIVE
MIDDLETON, PA 17057
JOANNE ARCHFIELD
jarchfield@ui.com



ACT NO. 287 / 121

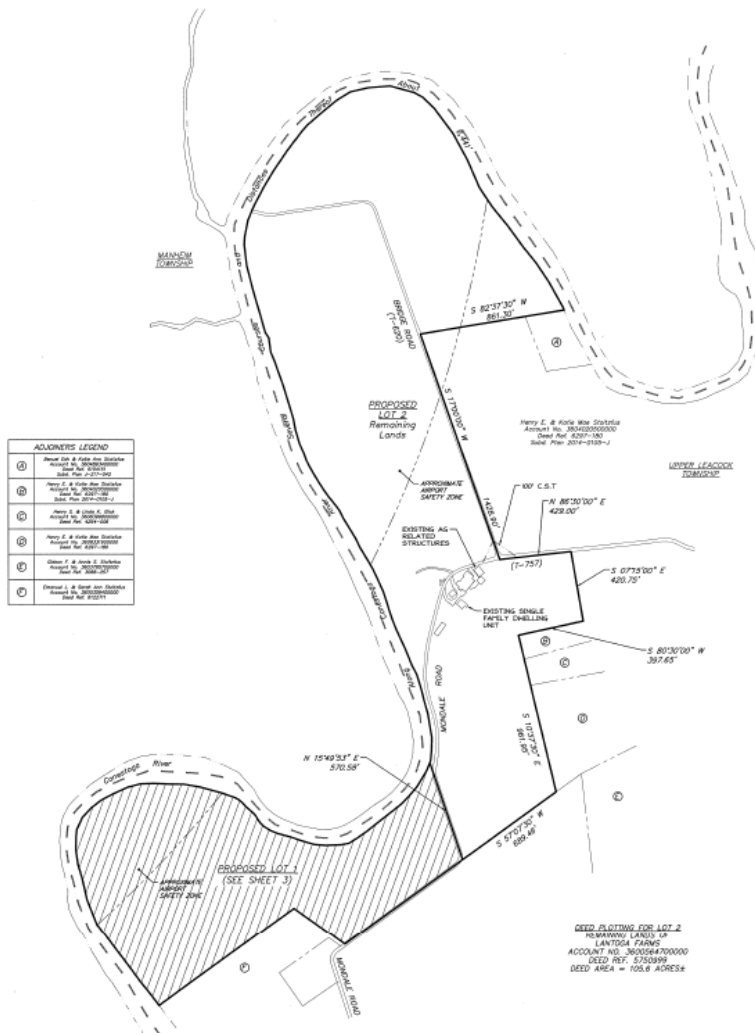


Exhibit B

EXHIBIT C

Clean and Green Program Application and Continuation Statement

46730

J.P. E. M.

JUL 17 1996

LANCASTER COUNTY APPLICATION FOR ACT 319 (CLEAN AND GREEN) USE VALUE ASSESSMENT OF LAND			
Application is hereby made for preferential assessment of land under the Pennsylvania Farmland and Forest Land Assessment Act of 1974 (72 P.S. Sections 5490.1 - 5490.13) for the tax year beginning 1995. "PLEASE TYPE OR PRINT"			
1. Legal ownership <u>LANTOGA FARMS (PARTNERSHIP)</u> <u>717-658-9124</u>			
Last	First	Middle Initial	Phone #
Last	First	Middle Initial	Phone #
Last	First	Middle Initial	Phone #
2. Location of Property		Mailing address (to where tax notices are mailed)	
Road/Street <u>1195 MONDALE ROAD</u>		Street, RD or Box # <u>3000 BUTTER RID</u>	
Township/Borough <u>UPPER LEACOCK TWP.</u>		City, State, Zip <u>LITITZ, PA, 17543</u>	
3. Parcels to be considered: Map Nos. <u>104 18</u> , <u>12</u> , <u>1</u> Acres <u>139</u>			
4. Check box for predominate use: Agricultural Use <input checked="" type="checkbox"/> Agricultural Reserve <input type="checkbox"/> Forest Reserve <input type="checkbox"/>			
5. a) Is this parcel 10 contiguous acres or more in size? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
b) Does this application represent the total acres in the parcel? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
c) If this parcel is less than 10 acres, can you verify that the land is now devoted to Agricultural Use and that the land will be used to generate \$2,000 annual gross income? N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>			
d) If this parcel has open tillable land, is it now devoted to Agricultural Use, and has it been so for the preceding three years? N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>			
e) If this parcel has Forest Land, is the land stocked with trees of any size, and is it capable of producing wood products in excess of 25 cubic feet per acre each year? N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>			
f) Do you or anyone else currently conduct any non-agricultural commercial business on this land parcel? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If the answer is yes, list or describe those activities here:			
g) If this parcel is found not eligible under Agricultural Use or Forest Reserve, do you want it considered under Agricultural Reserve Land, when you understand that this category requires that the land be non-commercial, open to the public for recreation, at no charge or fee, and with no discrimination against any person using the land? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If your answer is yes to "g," do you agree to these stated conditions? N/A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>			
h) Do you understand that if this application is approved, it will remain in effect continuously until the land owner changes its Agricultural Use from the approved category? At that time a roll-back tax, plus interest, must be paid for a period not to exceed seven (7) years. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
6. Have the mineral rights previously been sold or leased? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Completed applications for enrolling in Act 319 must be received in the Lancaster County Assessment Office on or before June 1 to be considered for tax assessment under the Act for the next year.			
If we hereby accept the provisions of the Pennsylvania Farmland and Forest Land Assessment Act of 1974, Act 319, and agree to be bound by the provisions set therein. / The applicant, approved for preferential assessment, agrees to provide 30 days notice to the County Assessor of any proposed change in land use, split-off or conveyance of the land. / The undersigned declares this application and accompanying schedules and statements have been examined and by best knowledge and belief is true and correct.			
Signature(s) of owners or corporation name <u>John H. Shick</u>		Date <u>MAR 24 1995</u>	
Signature(s) of owners or corporation name		Date	
Signature(s) of owners or corporation name		Date	
Accepted into program as:		Forest Reserve	
Agreement # <u>002459</u>	Date <u>5/26/95</u>	Recorded #	Date
"APPLICATION CANNOT BE ACCEPTED UNLESS NOTARIZED ON THE REVERSE SIDE"			
NOTE: ASSESSED VALUES ARE NOT FIXED BY THIS APPLICATION AND MAY VARY FROM TIME TO TIME.			

5041 0101

07/16/96

LANCASTER COUNTY ASSESSMENT OFFICE
50 NORTH DUKE STREET, PO BOX 83480
LANCASTER, PA. 17608-3480
717-299-8381

LANTOGA FARMS
3000 BUTTER RD
LITITZ PA 17543

Ref: 360 10L 8 2

Your application (#002459), for participation in Lancaster County's Act 319, Preferential Assessment Program, has been approved and processed. You will receive an assessment change notice for properties enrolled reflecting your preferential assessment value by separate mailing.

As a participant in the Act 319 Program, you have agreed to use your property to grow an agricultural commodity or to maintain it in woodland. If you change the use of your property otherwise, you might be responsible for the payment of rollback taxes plus 6% interest per year on your property for up to a seven year period. I have enclosed a copy of the procedure you are required to follow if you plan to change the use of your property to an ineligible use.

Enclosed is an aerial photograph providing you with the details of your property.

Please feel free to contact the Assessment Office if you have any questions in regard to this matter.

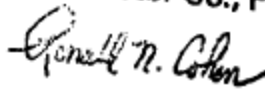
Very truly yours,



Leo C. Grasser, CPE
Director of Assessment

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




Recorder of Deeds

RECORDED OR FILED
96 JUL 17 AM 11:08
RECORDS
LANCASTER, PA.

LCG:1ct
Enclosure

cc: UPPER LEACOCK TWP

CONESTOGA VALLEY SCH

5041 0183

Exhibit C

Acknowledgement of Continuation of Preferential Assessment under Act 319, the Clean and Green Program for Lancaster County, Pennsylvania.

Tax Parcel/Account Number(s): 360-00505-0-0000 98.17 acres

Application number: 002559

Effective date: 2018

Pursuant to 137b.61, 137b.108 of Act 319, a Revision is required due to split off, separation, transfer or change of ownership of land enrolled in Act 319 and receiving preferential assessment. All owners of land previously enrolled in the Clean and Green program and receiving preferential assessment must complete an Acknowledgement of Continuation of Preferential Assessment (AOC) for their resultant or remaining lands. This is most conveniently accomplished at settlement, as all deeded owners need to sign the Acknowledgement, and it must be notarized.

PLEASE ENCLOSE YOUR \$18.50 PAYMENT OF THE RECORDER OF DEEDS FEE WHEN YOU RETURN THIS COMPLETED DOCUMENT

Please do not write above this line. Print or Type clearly in black ink.

Land Use Category	Acreage	Tax Parcel/Account Number	Additional Account Number(s)
Agricultural Use:	<u>105.6</u>	<u>360-00505-0-0000</u>	
Agricultural Reserve:			
Forest Reserve:			
Total Application Acreage:			

Location of Property to be enrolled:

Address: 1195 Mondale Rd
 Township/Borough: Upper Leacock School District: Conestoga Valley SD

Ownership Information Ownership must match your deed. Please complete either

Section 1. If the land represented on this application is owned by one or more individuals, ENTER ALL NAMES in the spaces indicated. If not, please GO TO SECTION 2.

Last Name/Suffix	First Name	Middle Initial	Daytime Phone No.

Section 2. (IMPORTANT: If you completed Section 1, SKIP this section and go to OWNER'S MAILING ADDRESS.)
 Check the appropriate box for the type of entity that owns the land represented on this application.

Partnership	<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Trust	<input type="checkbox"/>	Co-op	<input type="checkbox"/>
Other	<input type="checkbox"/>	Please explain:					

Name of Entity: Lantoga Farms

Name of authorized agent(s) and relationship to entity, and contact information:
Marolyn S. Davenport Gen. Partner

Owner's Mailing address for the Tax Notice(s) for this property: (917) 969-3234

Street or Box No: PO Box 70

City, State, Zip: Brownstown, PA 17508

Rural Enterprise/Direct Commercial Activity Declaration:
None

Signature Page

This is a revision reflecting current ownership, acreage and/or land use category. All restrictions, requirements and qualifications for preferential assessment of this land continue. Current owners hereby agree to submit 30 days notice to the county assessor of a proposed change in use of the land, ownership of all or a portion of the land or of any type of division or conveyance of the land, and hereby acknowledge that roll-back taxes and interest under the act in 72P.S. 5490.5a may be due as a result.

This application must be notarized prior to submission for enrollment. All deeded property owners must sign and date this application in the presence of a Notary Public or their legal counsel.

Instructions for the Notary: All names in this document need to be consistent for it to be recorded. Please make sure that the owner information on page 1, their signature(s) and your declaration are identical. Thank you for your service.

The undersigned declares that this application, including all accompanying schedules and statements, has been examined by him/her, and to the best of his/her knowledge and belief, is true and correct.

Signature	date	Signature	date
<i>Marolyn S. Davenport</i>	10/10/17		

For Individual(s):

Commonwealth of Pennsylvania:
County of Lancaster : ss

On this _____ day of _____, 20____, before me,

the undersigned Notary Public, personally appeared (please print name(s) here) _____

known to me or satisfactorily proven to be the person(s) described herein, and whose name(s) is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes intended.

IN WITNESS THEREOF, I hereunder set my hand and official seal.

Notary Stamp:

Signature of Notary Public

For Other Legal Entities:

Commonwealth of Pennsylvania:
County of Lancaster : ss

On this 10 day of October, 2017, before me, Charmayne Bloom,

the undersigned Notary Public, personally appeared (please print name(s) here) _____

Marolyn S. Davenport
General Partner

of (insert entity name here)

Lantoga Farms

and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing the name of the entity by him/herself as such agent.

IN WITNESS THEREOF, I hereunder set my hand and official seal.

Charmayne Bloom
Signature of Notary Public

Notary Stamp:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CHARMAYNE BLOOM, Notary Public
City of Lancaster, Lancaster County
My Commission Expires June 11, 2020