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EXHIBIT "B"

3.58 P

Sale
Perpetual



LANCASTER COUNTY PENNSYLVANIA
AGRICULTURAL LAND PRESERVATION
GRANT OF EASEMENT

Page 1 of 10

This grant of easement in the nature of a Restriction on the use of land for the purpose of preserving productive agricultural land is made this 2nd day of November, 1990 by and between

PAUL H. AND EUNICE M. HERR

(hereafter "GRANTORS"), of the Township of Drumore and the LANCASTER COUNTY AGRICULTURAL PRESERVE BOARD, its successor, nominee or assign, an agency of LANCASTER COUNTY, a third class county, created and organized under the laws of the Commonwealth of Pennsylvania, with its offices at 50 North Duke Street, P.O. Box 3480, Lancaster, Pennsylvania (hereafter "GRANTEE").

WHEREAS, GRANTORS are the owners in fee of a farm located in Drumore Township, Lancaster County, Pennsylvania, more fully described in a deed recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Deed Book L-66, Page 436 (Exhibit "A"). The property consists of 51.38 acres on which is located one dwelling unit; and

WHEREAS, the value of this grant of easement is defrayed by consideration to the GRANTORS of (\$53,700.00) or Fifty-Three Thousand Seven Hundred Dollars and No Cents; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania (hereafter LEGISLATURE) authorizes the Commonwealth of Pennsylvania and counties thereof to preserve, acquire, or hold lands for open space uses, and to preserve land in or acquire land for open space uses, which specifically include farmland; and that actions pursuant to these purposes are for public health, safety, and general welfare of the citizens of the Commonwealth 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, GRANTEE has declared that the preservation of prime agricultural land is vital to the public interest of the County, the region, and the nation through its economic, environmental, cultural and productive benefits; and

WHEREAS, GRANTORS desire and intend that the agricultural and open space character of the Property be preserved, protected, and maintained; and

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WHEREAS, GRANTORS, as owners in fee of the Property, intend to identify and preserve the agricultural and open space values of the Property; and

WHEREAS, GRANTORS desire and intend to transfer those rights to the GRANTEE in perpetuity; and

WHEREAS, GRANTEE is a public agency of the County of Lancaster, qualified under Pennsylvania Acts and 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 grant of easement to honor and defend the intentions of GRANTORS 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;

NOW THEREFORE, in consideration of the sum of Fifty-Three Thousand Seven Hundred Dollars and No Cents (\$53,700.00), the receipt and sufficiency of which is hereby acknowledged, GRANTORS do voluntarily grant, bargain and sell, and convey to the GRANTEE, its successors and assigns, and GRANTEE voluntarily accepts, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

DEED RESTRICTIONS

GRANTORS declare, make known, and covenant for themselves, their heirs, successors, and assigns, that the land described in the deed book and page mentioned above 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. Permitted Acts - During the term of the agricultural conservation easement conveyed here, the subject land shall be used solely for the production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of such crops, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purposes of this Deed, "crops, livestock and livestock products" include, but are not limited to:
 - a. Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
 - b. Fruits, including apples, peaches, grapes, cherries and berries;
 - c. Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions and mushrooms;
 - d. Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees, and flowers;
 - e. Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;

- f. Timber, wood and other wood products derived from trees; and
- g. Aquatic plants and animals and their byproducts.

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

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:
 - a. The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
 - b. The construction of one additional residential structure is permitted if;
 - (i) The construction and use of the residential structure is limited to providing housing for persons employed in farming the subject land on a seasonal or full-time basis,
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,
 - (iii) The residential structure and its curtilage occupy no more than two acres of the subject land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production.
 - c. The construction or use of any building or other structure for agricultural production is permitted.
 - d. The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted.
3. Subdivision - The subject land may be subdivided if subdividing will not harm the economic viability of the subject land for agricultural production. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.
4. Utilities - The granting of rights-of-way by the GRANTORS, their heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through GRANTORS in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.
5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and

gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.
7. Soil and Water Conservation - All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall require that:
 - a. The use of the land for growing sod, nursery stock, ornamental trees, and shrubs does not remove excessive soil from the subject land, and
 - b. The excavation of soil, sand, gravel, stone or other materials for use in agricultural production on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production.
8. Responsibilities of GRANTORS Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the GRANTEE, its successors or assigns. GRANTORS shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. GRANTORS shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. GRANTORS acknowledge that GRANTEE has no knowledge or notice of any hazardous waste stored on or under the subject land. GRANTEE'S exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

GRANTORS, their heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend GRANTEE, its successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorney's fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.
9. Enforcement - Annually, GRANTEE, its successors, assigns, or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written

notice of such an annual inspection shall be mailed to the GRANTORS, their heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the County and the landowner.

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

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

10. Duration of Easement - The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Deed applicable to GRANTORS shall apply to GRANTORS' heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through GRANTORS.
11. Conveyance or Transfer of the Subject Land - GRANTORS, their heirs, executors, administrators, successors or assigns, and any person, partnership, corporation or other entity claiming title under or through GRANTORS, shall notify GRANTEE in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the GRANTORS and the party or parties to whom ownership of the subject land has been conveyed or transferred. This obligation shall apply to any change in ownership of the subject land.

The restrictions set forth in this Deed shall be included in any Deed purporting to convey or transfer an ownership interest in the subject land.

12. Applicability - Every provision of this Deed applicable to GRANTORS shall apply to GRANTORS' heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through GRANTORS.
13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

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

AND the GRANTORS, for themselves, their heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

GENERAL PROVISIONS

1. No right of public access is provided for, nor will result from, the recordation of these restrictions.
2. Annually, GRANTEE, its successor, assign, or designee shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to the GRANTORS, its heir, executor, administrator, successor or assign at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the County and the landowner.

GRANTEE, its successor, assign or designee shall also have the right to inspect the subject land at any time, without prior notice, if it has reasonable cause to believe the provisions of this Deed have been or are being violated.

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

3. The Restrictions contained herein shall apply to the land as an agricultural conservation 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 personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
4. If the easement is taken, in whole or in part, by the exercise of the power of eminent domain, GRANTEE shall be entitled to compensation in accordance with applicable law.
5. GRANTORS agree to include verbatim the "Deed Restrictions" and "General Provisions" sections of this easement in any deed or other legal instrument by which they convey, in any manner, themselves or any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

Conveyance or Transfer of the Subject Land - GRANTORS, their heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through GRANTORS, shall notify GRANTEE in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the GRANTORS and the party or parties to whom ownership of the subject land has been conveyed or transferred. This obligation shall apply to any change in ownership of the subject land. GRANTORS further agree to give written notice to GRANTEE of any conveyance of any interest or of a subdivision permitted herein at least ten (10) days prior to the date of such transfer or subdivision.

The restrictions set forth in this Deed shall be included in any Deed purporting to convey or transfer an ownership interest in the subject land.

6. GRANTORS and their assigns shall hold harmless, indemnify, and defend GRANTEE and its assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damage, or injury, of whatever nature, resulting from the violation of any State or Federal environment statute, including but not limited to, hazardous substances statutes.
7. GRANTEE shall record this instrument in timely fashion in the official records of Lancaster County, Pennsylvania, and may re-record it at any time as may be required to preserve its rights in this easement.
8. This grant of easement in the nature of a restriction is intended to be an easement in gross so as to qualify for a Qualified Conservation Contribution under the applicable provisions of the Internal Revenue Code.
9. If any provisions of this easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this easement, or the applications 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.
10. This easement shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party of this easement shall be considered to be the drafter of this easement. All provisions of this easement are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act of June 30, 1981 P.L. 128, No. 43 as amended 1988, December 14, P.L. 1202, No. 149 (3 P.S. 903 et.seq.).

To have and to hold this Deed of Agricultural Conservation Easement unto the GRANTEE, its successor and assign in perpetuity.

AND the GRANTORS, for themselves, their heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

On motion of Commissioner Fischer, seconded by Commissioner Huber, it was agreed for the County of Lancaster to enter into a Contract of Sale of an Agricultural Conservation Easement with the following property owners:

<u>Name/Township</u>	<u>Type of Easement</u>	<u>County Share</u>	<u>State Share</u>
Paul and Eunice Herr 51 acres	Perpetual	\$ 53,700.00	None
Charles and Gladys Craig, Jr. 412 acres	Perpetual	\$350,000.00	None

The Commissioners also certify that the Paul and Eunice Herr farm is located in an Agricultural Security Area in Drumore Township, and that the Charles and Gladys Craig, Jr., farm is located in an Agricultural Security Area in Little Britain Township.

Motion passed unanimously.

I, Doris S. Kiehl, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 31st day of October, 1990.

ATTEST:



Chief Clerk
County of Lancaster, Pennsylvania

DATE: Oct. 31 1990

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EXHIBIT A

ALL THAT CERTAIN message, farm and tract of land, with improvements thereon erected, situated in the Townships of Drumore and Providence, County of Lancaster and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone, a corner of land of Edward Rankin and in line of land of the John D. Penny estate; thence along land of the John D. Penny estate, South 12 degrees East, 45.25 chains to a point; thence along the same, South 22 3/4 degrees East, 10.25 chains to a stone, a corner of land of the William C. Penny estate; thence along the same, South 57 1/4 degrees West, 5.88 chains to a post, a corner of land of H. W. Graybill; thence along the same North 22 3/4 degrees West, 56.96 chains to a point in line of land of Edward Rankin; thence along land of Edward Rankin, the following courses and distance: North 81 1/4 degrees East, 61.8 chains; North 59 degrees East, 4.80 chains; North 77 degrees East, 3.50 chains to a stone, the place of beginning.

CONTAINING 51 acres and 61 square perches, according to a survey made by J. G. Clark on March 3, 1939.

RECORDED
90 NOV - 5 PM 3:58
1939
LANCASTER, PA.

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

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	-0-
Book Number	3029
Page Number	470
Date Recorded	11-2-80

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

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

Name	James H. Thomas, Esquire	Telephone Number:	Area Code (717) 299-1100
Street Address	28 Penn Square	City	Lancaster
		State	PA
		Zip Code	17603

B TRANSFER DATA				Date of Acceptance of Document	
Grantor(s)/Lessor(s)			Grantee(s)/Lessee(s)		
Paul H. Herr and Eunice M. Herr			Lancaster County Agricultural Preserve Board		
Street Address			Street Address		
-50 North Duke Street			-50 North Duke Street		
City	State	Zip Code	City	State	Zip Code
Lancaster	PA	17603	Lancaster	PA	17603

C PROPERTY LOCATION		
Street Address		City, Township, Borough
51 acres 61 perches along PA 372		Drumore and Providence
County	School District	Tax Parcel Number
Lancaster	Solanco	20L-1-2

D VALUATION DATA		
1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$53,700.00	+ 0	= \$53,700.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
\$20,000.00	x 5.46	= \$109,200.00

E EXEMPTION DATA	
1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
	100%

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) _____ (Estate File Number) _____
- Transfer to Industrial Development Agency.
- Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective deed (Attach copy of the prior deed).
- Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above.) Exempt as transfer to a nature conservancy or similar organization having as its primary purpose the preservation of land for scenic, agricultural or open space opportunities, 72 P.S. 8101-C; 61 Pa Code 91.193(18).

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

Signature of Correspondent or Responsible Party <i>James H. Thomas</i>	Date 11-2-80
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(SEE REVERSE)

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