



TASB

Cribbs Corner Rd

Cocks Landing Rd



## CONDITIONS OF SALE

The Conditions of this public sale are as follows:

1. The property to be sold is as described on Exhibit "A" attached hereto and made a part hereof.

2. The Lancaster County Court of Common Pleas, Orphans' Court Division, by Order dated March 10, 2017, authorized Patricia A. Maisano and IKOR, Plenary Guardians of the Estate of Merlin Louise Groff, to sell the property at public sale. A copy of the said Order is attached hereto as Exhibit "B." This sale is subject to the approval of and confirmation by the Lancaster County Court of Common Pleas, Orphans' Court Division. Seller will submit the Return to Order of Sale within two (2) business days following the date of the sale.

3. The highest bidder shall be the Purchaser upon the property being struck off to him; and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale, and pay down one hundred thousand and 00/100 (\$100,000) dollars--or furnish sureties satisfactory to the Seller--as security for performance of this Agreement. If any dispute arises among bidders, the property shall immediately be put up for renewal of bidding.

4. BALANCE OF PURCHASE MONEY shall be paid at SETTLEMENT to be held at the office of BLAKINGER THOMAS, PC, 28 Penn Square, Lancaster, Pennsylvania 17603, on or before \_\_\_\_\_ (45 days after the date of sale), (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by DEED prepared at the Purchaser's expense, good and marketable title to said property, free and clear of all liens and encumbrances not noted in these Conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways.

If the Purchaser desires a survey for any reason, the cost for such survey shall be paid by Purchaser; provided, however, Purchaser will take title subject to any restrictions or objections to title disclosed by the survey.

At settlement, the property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

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

6. (a) ACKNOWLEDGMENTS to deed shall be paid by Seller. All required state and local REALTY TRANSFER TAXES, and any and all fees incurred at settlement, including disbursement charges, tax certification fees, service fees, and any other fees attempted to be charged against the Seller by the attorney or title company holding settlement for the Purchaser, shall be paid by Purchaser.

(b) REAL ESTATE TAXES shall be apportioned to date of settlement or prior delivery of possession on a fiscal year basis.

(c) WATER and SEWER RENT, if any, shall be paid by Seller to date of settlement or prior delivery of possession.

7. POSSESSION shall be given to the Purchaser at settlement.

8. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting, water, water softening and central air conditioning fixtures and systems; cook stoves attached to gas systems, and built-in ovens; laundry tubs; radio and television aerials, masts and rotor equipment; storm doors and windows, screen doors and fitted window screens; roller and venetian blinds, curtain and drapery rods and hardware; radiator covers; and any articles permanently affixed to the property.

9. Seller will continue in force the present fire insurance on the dwelling (and other structures) until delivery of deed or possession to the Purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected or collectible (--either by Seller or any mortgagee or other loss-payee--) therefor.

10. Zoning is Agricultural according to the Fulton Township Zoning Ordinance and Map.

11. Seller makes no warranty as to the condition of the property as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including but not limited to radon, asbestos, underground storage tanks and urea formaldehyde insulation.

12. Seller's Disclosure Form and Seller's Lead-Based Paint Disclosure and Warning Statement are attached as Exhibit "C" and Exhibit "D" and made a part hereof. The Seller's Disclosure Statements attached hereto notwithstanding, by execution of these Conditions of Sale the Purchaser acknowledges that Purchaser has either inspected the property and found it to be acceptable or, by signing these Conditions of Sale, waives any right to do so, except as provided in these conditions. **The property is being sold unto Purchaser "AS IS" with no representation, guarantee or warranty regarding the condition of the Property or any improvement or structure erected on the Property, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.**

13. If Seller is unable to give title as provided in Paragraph 4, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any note(s) theretofore made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of deed, mortgage and other settlement papers which Purchaser reasonably may have incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.

14. If Purchaser shall default in performing any act herein required of him by the date(s) specified therefor, the Seller, by written notice to him at or after such default, may fix a deferred time, not less than fourteen (14) days distant, for performance of defaulted act, and may make performance by such deferred date "of the essence of the contract."

15. 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 and to retain any advance in price, or hold the present Purchaser 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.

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

17. By signing these Conditions, Buyer hereby releases, quitclaims and forever discharges **SELLER, ALL AUCTIONEERS, AGENTS, their SUBAGENTS, EMPLOYEES, ATTORNEYS, and any OFFICER or PARTNER** of any one of them and any other **PERSON, FIRM, or CORPORATION** who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, which may arise from the presence of termites or other woodboring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release shall survive settlement.

Dated: \_\_\_\_\_

SELLER

MERLIN LOUISE GROFF

By: IKOR

By: \_\_\_\_\_  
Patricia A. Maisano, Plenary  
Guardian of the Estate of  
Merlin Louise Groff

## BUYER'S ACCEPTANCE

I/We, \_\_\_\_\_

the undersigned Buyer(s), having agreed to purchase the real estate mentioned in the foregoing Conditions subject to said Conditions, execute the Buyer's Acceptance and agree that it shall be binding upon Buyer(s) and the heirs, legal representatives, successors and assigns, of Buyer.

### **BUYER(S) ACKNOWLEDGE(S) RECEIPT OF SELLER'S PROPERTY DISCLOSURE STATEMENT AND LEAD PAINT NOTICE BEFORE SIGNING THIS AGREEMENT, IF REQUIRED BY LAW.**

I/We agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00).

Buyer, by bidding at the sale, has agreed that Buyer has made any and all inspections prior to purchase which Buyer deems necessary or desirable.

Witness my/our hand/s and seal/s this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Signed in the presence of:

PURCHASER:

\_\_\_\_\_

\_\_\_\_\_  
Name (print)

\_\_\_\_\_

\_\_\_\_\_  
Name (print)

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

## RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** on behalf of Seller.

Date: \_\_\_\_\_

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Township of Fulton, County of Lancaster and Commonwealth of Pennsylvania, bounded and described according to a survey made by W. H. Bosley and W. B. Feller, R.S., on October 22, 1955, as follows:

BEGINNING at a spike in or near the middle of a road to Old Haines Station, near the north line of a road which intersects the last named road leading from Pleasant Grove to New Haines Station; thence in or near the middle of the first mentioned road and by land of Grayson M. Cooper and wife, and land of Charles Ressler, North 8 degrees, 10 minutes West, 1884.3 feet to an iron pipe in or near the middle of said road to Old Haines Station; thence in or near the middle of said road and by land of Charles Ressler, North 5 degrees 38 minutes East, 488.4 feet to a point in said road; thence in or near the middle of said road for the greater part of this line, by land of Charles Ressler, North 6 degrees 8 minutes East, 851.4 feet to an iron pin in an old road which continues through lands of Ellsworth Smith; thence in said old road, along land of Charles Ressler, North 10 degrees 7 minutes West, 297 feet to a stone in said road; thence in and along said road, by lands of Charles Ressler, North 19 degrees 22 minutes West, 220.21 feet to an iron pin near the west side of said road thence crossing said road and along lands of Ellsworth Smith, North 71 degrees, 44 minutes East, 255.73 feet to a stone thence along lands of Charles Tindall, the following three courses and distances: South 17 degrees, 31 minutes East, 1,183 feet to a stone; North 68 degrees 5 minutes East, 731.31 feet to a stone, and South 20 degrees 53 minutes East, 1155.24 feet to an iron pipe; thence along lands herein conveyed to Grayson M. Cooper and wife, the following two courses and distances, viz: South 82 degrees 53 minutes West, 1078.95 feet to a point, and South 7 degrees 17 minutes East, 1583.66 feet to a point in line of land of W. Carroll, North of the North side of the road leading from Pleasant Grove to New Haines Station; thence along lands of W. Carroll, South 63 degrees, 36 minutes West, 199.65 feet to a point in said road; thence leaving the line of W. Carroll, in and along said road, South 82 degrees 47 minutes West, 390.46 feet to the place of BEGINNING.

CONTAINING 65.413 acres.

TRACT NO. 2 – ALL THAT CERTAIN tract of land with improvements thereon, situate in Township of Fulton, County and Commonwealth aforesaid, bounded and described as follows:

BEGINNING at a stone set in the south side of the public road leading from Pleasant Grove to Haines' Station, a corner of land now or late of the Estate of Stephen J. Towson; thence by said land, North 72 degrees West, 19.4 perches to a stone; thence by the same in and along said public road, North 88 degrees West, 18 perches; thence by the same land and land now or late of the Estate of James H. Kidd, South 66 degrees West, 45 perches; thence by land now or late of H. Harry Good, North 55 ½ degrees East, 12 perches to a stone; thence by the same, North 12 ¾ degrees West, 95.3 perches to a post; thence by the same, North 77 ½ degrees East, 65.2 perches to a stone; thence by land now or late of Silas S. Herr and Annie E. Wood, respectively, South 26 ½ degrees East, 105.4 perches to a pin in the center of the public road; thence by land now or late of Annie E. Wood, North 46 ¾ degrees East, 1.1 perches to a pin in the center of the public road; thence by land now or late of James K. Drennen, South 38 ¾ degrees East, 7.8 perches; thence by land now or late of Nettie Moore, South 64 ½ degrees West, 22.6 perches to a stone; thence by land now or late of the Estate of Stephen J. Towson, North 26 ½ degrees West, 8 perches to a stone; thence by the same, South 64 ½ degrees West, 2.4 perches to the place of BEGINNING.

CONTAINING 48 acres and 17 perches, more or less.

EXCEPTING AND RESERVING out of Tract No. 2, the following described tract of land:

BEGINNING at a point in the center line of Township Road T-301 (33 feet wide) leading from Pleasant Grove to Cook's Landing; thence leaving said road and extending by land now or late of Grayson Cooper the two following courses and distances, viz: North 30 degrees, 19 minutes West, crossing a stone located the distance of 16.5 feet from the point of beginning, the distance of 332.70 feet to a stone, and North 56 degrees, 00 minutes East, the distance of 317.13 feet to a stone; thence extending along land now or late of William C. Crouse, South 26 degrees 30 minutes East, the distance of 425.94 feet to a stake near the southwesterly side of, or in, said Township Road T-301, having crossed a stone located the distance of 21 feet from said stake; thence extending partly in, and partly along the center line of said Township Road T-301, South 73 degrees, 44 minutes West, the distance of 297 feet to the point and place of BEGINNING.

CONTAINING 2.636 acres.

ALSO EXCEPTING AND RESERVING out of Tract No. 2 so much of the following described tract of land which is included in the description of Tract No. 2, which excepted tract is bounded and described as follows:

BEGINNING at an iron pin on the West side of a public road leading from Pleasant Grove to Pilot Town; thence in and along said public road by land now or late of Jesse Osborne, South 38 degrees 30 minutes West, 216.5 feet to an iron pin; thence by land now or late of Earl Caldwell, North 33 degrees, 19 minutes West, 144.2 feet to a stone, and South 69 degrees 35 minutes West, 385 feet to a stone; thence by land now or late of the Towson Estate, North 20 degrees 41 minutes West, 132 feet to a stone, and North 5 degrees 41 minutes West, 39.6 feet to a stone in a public road leading from Pleasant Grove to Haines' Station; thence in and along said public road, by land now or late of Grayson Cooper and William G. Krauss, North 77 degrees 23 minutes East, 368.65 feet to an iron pin, North 52 degrees 11 minutes East, 18.15 feet to an iron pin, and North 50 degrees 30 minutes East, 153.45 feet to an iron pin; thence by land now or late of George Fry, South 47 degrees 14 minutes East, 221.1 feet to an iron pin in the first mentioned public road, the place of BEGINNING.

CONTAINING 2.31 acres of land

EXCEPTING a tract of land containing 0.626 acres as set forth in the deed from Robert W. McCauley et ux, et al., to Dwight H. Crowl and Norma F. Crowl, husband and wife, dated March 24, 1969, and recorded in Lancaster County Deed Book T, Volume 58, Page 770.

EXCEPTING AND RESERVING, from Tract No. 2, to Robert W. and Marguerite M. McCauley, the following tract of land:

ALL THAT CERTAIN tract of land situated on the north side of Township Road T-301 in the Township of Fulton, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, according to survey of F. B. Cassel, R.E., dated March 14, 1970:

BEGINNING at a point in Township Road T-301, also known as Cooks Landing Road, a corner of Dwight Crowl's land; thence in and along the road, South 77 degrees 26 minutes West, a distance of 157.2 feet to a point in the center line of the road; thence through lands now or late of Robert W. McCauley, and along the existing fence line, North 14 degrees 52 minutes West, a distance of 132.1 feet to an iron pin and fence corner post; thence through same and



along existing fence line, North 67 degrees East, a distance of 115.5 feet to an iron pin on the East side of the fence and in line of lands of Dwight Crowl; thence by the same South 30 degrees 19 minutes East, a distance of 160.5 feet to the place of BEGINNING, said line passing over a slate stone located 16.5 feet from the point of BEGINNING.

CONTAINING 0.449 acres.

EXCEPTING a lot of ground conveyed by John C. Groff et al. to Judy K. Gambill by deed dated December 10, 1992, and recorded in the Recorder's Office in and for Lancaster County, PA, in Record Book 3767, Page 0329.

BEING THE SAME PREMISES which John C. Groff and M. Louise Groff, his wife, by their deed dated August 29, 1994 and recorded August 30, 1994 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania in Record Book 4435, Page 401, granted and conveyed unto John C. Groff and M. Louise Groff, husband and wife, their heirs and assigns, as tenants by the entireties.

AND THE SAID John C. Groff died November 12, 2015, whereupon title vested in M. Louise Groff, also known as Merlin Louise Groff, by right of survivorship.

## ARTICLE 2 - ZONE REGULATIONS

### SECTION 201 - AGRICULTURAL ZONE (A)

**201.1. Purpose** - The purpose of the Agricultural Zone is to promote the continuation of agricultural activities and the protection of agricultural land in those areas most suitable for farming. Areas included in the Zone have been specifically identified as possessing valuable and nonrenewable natural and cultural resources. This Zone also intends to protect and stabilize the Township's viable agricultural economy by eliminating uses that are incompatible with farming, but permitting farm occupations and limited agricultural support businesses. Consequently, residential uses are limited and any future inhabitants in this Zone must be willing to accept the impacts associated with normal farming practices, and related businesses. Finally, the provisions of this Zone have been specifically formulated to further the objectives of the Municipalities Planning Code which provides that local zoning ordinances shall be designed "to preserve prime agriculture and farmland considering topography, soil type and classification, and present use." Lands within the Agricultural Zone are not suitable for the provision of public sewer or water.

**201.2. Permitted Uses**

1. Agricultural, horticultural and forestry-related uses, including timber harvesting;
2. Farm dwellings when in accordance with the provisions of Section 201.5.;
3. Public and non-profit parks and playgrounds;
4. Conservation or natural areas;
5. Wildlife refuges or fish hatcheries;
6. Public utilities structures, with the exception of public sewer and water plants and lines;
7. Alternative wastewater and community water systems;
8. One-room schoolhouses;
9. Family day-care facilities as defined herein; and,
10. Accessory uses customarily incidental to the above permitted uses, including, but not limited to, the following:
  - A. Roadside stands for the sale of agricultural products, subject to the following:
    - a. All structures used to display goods shall be no more than five hundred (500) square feet in size and shall maintain a twenty-five (25) foot setback from all property and street right-of-way lines;

- b. At least half of the products displayed for sale shall have been produced on the premises;
  - c. Off-street parking shall be provided at the rate of one (1) space per each one hundred fifty (150) square feet of sale display area; and,
  - d. Such facilities shall be permitted one sign not to exceed ten (10) square feet in size nor to exceed a maximum height of fifteen (15) feet.
- B. Manure storage facilities, if located on a farm, and subject to the following:
  - a. All manure storage facilities shall be designed in compliance with the guidelines outlined in the publication Manure Management for Environmental Protection, Bureau of Water Quality Management Publication No. 43, and any revisions, supplements, and replacements thereof, published by the Pennsylvania Department of Environmental Protection;
  - b. All waste storage facilities' designs shall be reviewed by the Lancaster County Conservation District. The applicant shall furnish a letter from the Conservation District attesting to approval of the design of the proposed facility; and,
  - c. Construction and subsequent operation of the waste storage facility shall be in accordance with the permit and the approved design. Any design changes during construction or subsequent operation will require the obtainment of another review by the Lancaster County Conservation District.
- C. Beekeeping, where accessory to an existing or approved single-family detached farm or nonfarm dwelling, subject to the following:
  - a. It shall be the duty of the applicant to maintain each colony so as not to create a public nuisance;
  - b. Colonies shall be maintained in movable frame hives;
  - c. Bee hives shall be located no fewer than one hundred (100) feet from any property line;
  - d. All hives shall have access to an on-site water supply; and,
  - e. All beehives shall be maintained in a healthy condition using locally-accepted beekeeping management practices.
- D. ECHO housing, as defined herein, subject to the following:

- a. The elder cottage shall be of portable construction and may not exceed nine hundred (900) square feet of floor area;
- b. The total building coverage for the principal dwelling, any existing accessory structures and the elder cottage together shall not exceed the maximum lot coverage requirement for the respective zone;
- c. The elder cottage shall be occupied by no more than two (2) people, at least one of whom must be both related to the occupants of the principal dwelling by blood, marriage or adoption, and is either (a) 50 years of age or older, (b) handicapped, or (c) disabled;
- d. Utilities:
  - i. For sewage disposal and water supply and all other utilities, the elder cottage shall be physically connected to those systems serving the principal dwelling; no separate utility systems or connections shall be constructed or used, unless required by the PA DER. All connections shall meet the applicable utility company standards; and,
  - ii. If on-site sewer or water systems are to be used, the applicant shall submit evidence to the Zoning Officer showing that the total number of occupants in both the principal dwelling and the elder cottage will not exceed the maximum capacities for which the one-unit systems were designed, unless those systems are to be expanded, in which case the expansion approvals are to be submitted. Any connection to or addition to an existing on-site sewer system shall be subject to the review and approval of the sewage enforcement officer;
- e. A minimum of one (1) all-weather, off-street parking space, with unrestricted ingress and egress to the street, shall be provided for the elder cottage, in addition to that required for the principal dwelling;
- f. The elder cottage shall be installed and located only in the side or rear yards, and shall adhere to all side and rear yard setback requirements for principal uses;
- g. The elder cottage shall be removed from the property within three (3) months after it is no longer occupied by a person who qualifies for the use; and,

- h. Upon the proper installation of the elder cottage, the Zoning Officer shall issue a temporary zoning permit. Such permit shall be reviewed every twelve (12) months until such time as the elder cottage is required to be removed. A fee, in the amount to be set by the Board of Supervisors, shall be paid by the landowner upon each renewal of the temporary zoning permit. Such fee shall be based upon the cost of the annual review of the permit.
- E. Noncommercial keeping of livestock on lots smaller than ten (10) acres, where accessory to an existing or approved single-family detached nonfarm dwelling, subject to the following:
  - a. Minimum Lot Area - One (1) acre; additionally, the following list specifies additional area requirements by size of animals kept:
    - GROUP 1 - Animals whose average adult weight is less than fifteen (15) pounds shall be permitted at an animal density of twelve (12) per acre, with a maximum number of fifty (50) animals;
    - GROUP 2 - Animals whose average adult weight is between fifteen (15) and two hundred (200) pounds shall be permitted at an animal density of two (2) per acre, with a maximum number of twenty (20) animals; and,
    - GROUP 3 - Animals whose average adult weight is greater than two hundred (200) pounds shall be permitted at an animal density of one (1) per acre, with a maximum number of five (5) animals.

The keeping of a combination of animal types (Group 1, 2 and 3) shall require an animal density equal to the ratio of the number of animals, by type. In no case shall a lot contain more than fifty (50) total animals. Should one structure be used to house a combination of animal types, the most restrictive setback shall apply;

- b. The following lists minimum setbacks (from all property lines) imposed upon the placement of any structure used to house noncommercial livestock:

GROUP 1 Animals

Up to 25 animals, a 25-foot setback;

Above 25 animals, a 50-foot setback;



GROUP 2 Animals

Up to 2 animals, a 50-foot setback;

Above 2 animals, a 100-foot setback; and,

GROUP 3 Animals

1 animal, a 50-foot setback;

Above 1 animal, a 100-foot setback;

- c. All structures used to house noncommercial livestock shall be prohibited from placement in the front yard;
  - d. All outdoor pasture/recreation areas shall be enclosed with fencing to prevent the escape of the animals; such fencing must be set back at least ten (10) feet from all property lines; and,
  - e. All animal wastes shall be properly stored and disposed of: so as not to be objectionable at the site's property line. All animals, their housing, and their outdoor pasture/recreation areas shall be properly maintained so as not to become a nuisance to adjoining properties;
- F. Farm occupations, subject to the following:
- a. A farm occupation may involve any one of a wide range of uses, so long as it remains secondary to and compatible with the active farm use. Some examples of farm occupations include, but need not be limited to:
    - i. Contractors (plumbing, electrical, building, etc.);
    - ii. Woodworking and furniture production;
    - iii. Metal or machine work;
    - iv. Repair/service;
    - v. Jewelry/crafts/textile production;
  - b. Information shall be provided describing the nature of the farm occupation, materials used in the process and waste products generated;
  - c. Evidence shall be provided indicating that the disposal of materials and wastes associated with the farm occupation will be accomplished in a manner that complies with State and Federal regulations. Such evidence shall, at a minimum, include copies of contracts with waste haulers licensed to operate within Lancaster County which have been contracted to dispose of any hazardous materials or wastes used or generated on-site as identified in (b.) above. The zoning permit for this use shall remain valid only so long as such

contracts remain in effect and all materials and wastes are properly disposed of on a regular basis. Should the nature of the farm occupation change in the future such that the materials used or wastes generated change significantly, either in type or amount, the owner of the farm operation shall so inform the Zoning Officer, and shall provide additional evidence demonstrating continued compliance with the requirements of this section;

- d. No more than the equivalent of six (6) nonresidents shall be employed on site by the farm occupation, and at least one owner of the farm occupation must reside on the site;
  - e. The use must be conducted within one completely enclosed building. Where practicable the farm occupation shall be conducted within an existing farm building. However, any new building constructed for use by the farm occupation shall be located behind the farm's principal buildings, or must be no less than one hundred (100) feet from any adjoining roads or properties;
  - f. Any new building constructed for use by the farm occupation shall be of a design so that it can be readily converted to agricultural use, or removed, if the farm occupation is discontinued;
  - g. No part of a farm occupation shall be located within one hundred (100) feet of any side or rear lot line, nor three hundred (300) feet of any land within a residential zone. Such distances shall be measured as a straight line between the closest points of any physical improvement associated with the farm occupation and the property/zoning line;
  - h. The farm occupation shall occupy no more than four thousand (4,000) square feet of gross floor area, nor more than one (1) acre of lot area. However, any access drive serving the farm occupation and the farm shall not be calculated as land serving the farm occupation;
  - i. No more than fifty percent (50%) of the land devoted to a farm occupation shall be covered by buildings, structures, parking or loading areas, or any other impervious surfaces; and,
  - j. Any sign used for a farm occupation shall not exceed ten (10) square feet in size.
- G. Manure Digester (Farm) subject to the requirements of sub section 10.

- H. Solar Energy System (Small) subject to the requirements of Section 453.
- I. Solar Energy System (Medium), both rooftop and free-standing, subject to the requirements of Section 453 and provided that no more than one (1) acre of Prime Agricultural Soils may be utilized for such a system.
- J. Wind Energy System (Small) subject to the requirements of Section 453.

**201.3. Special Exception Uses** (Subject to the review procedures of Section 604.3.)

- 1. Temporary farm employee housing (see Section 447);
- 2. Two-family conversions (see Section 449);
- 3. Home occupations (see Section 424);
- 4. Bed and breakfasts (see Section 407);
- 5. Riding schools and/or horse boarding stables (see Section 440);
- 6. Kennels (see Section 404);
- 7. Private clubs (see Section 435);
- 8. Hunting, fishing, skiing, and boating lodges (see Section 427);
- 9. Group day-care facilities (see Section 422); and,
- 10. Communication antennas, towers and equipment (see Section 416).

**201.4. Conditional Uses** (Subject to the review procedures of Section 704.)

Only the following uses are permitted by conditional use upon approval by the Board of supervisors after a public hearing and recommendation by the Commission. Uses by conditional use shall be subject to all applicable requirements set forth in this chapter.

- 1. Single-family detached nonfarm dwellings and accessory uses (see Section 445);
- 2. Campgrounds (see Section 410);
- 3. Public and private schools (see Section 436);
- 4. Airports or heliports (see Section 402);
- 5. Spent mushroom compost processing and/or commercial mushroom operations (see Section 446);
- 6. Golf courses (see Section 421);
- 7. Farm-related businesses (see Section 419);
- 8. Shooting ranges (see Section 443);
- 9. Sawmills (see Section 441);
- 10. Junkyards (see Section 429); and,
- 11. Manure Digester (Community) subject to the requirements of Section 452.
- 12. Solar Energy System (Large) subject to the requirements of Section 453 and provided that such a system is mounted on the roof of an approved building and is not free standing.

**201.5. Maximum Number of Permitted New Dwellings or Lots**

1. For each tract of contiguous land in single ownership (parent tract) as of July, 1980, there may be one (1) lot utilized or subdivided for either a single-family detached nonfarm dwelling or a farm dwelling and farm use, according to the following schedule:

Acreage of Parent Tract	Maximum Number of New Dwellings/Lots
2-25	1
Greater than 25 and up to 60	2
Greater than 60 and up to 100	3
Greater than 100 and up to 150	4
Greater than 150 and up to 225	5
Greater than 225	6

2. The number of permitted new dwellings shall not include ECHO housing, two-family conversions, or temporary farm employee housing, provided no new lots are created for such uses;
3. Lot add-ons involving agricultural land in which no new lots are created shall not be counted against the number of lots permitted to be created;
4. Regardless of size, no tract of land subdivided from its parent tract shall qualify for additional single-family detached dwellings or lots pursuant to this section. Similarly, any subsequent owner of any portion of the parent tract legally existing on July 24, 1980, shall be bound by the actions of previous owners in that such current owner may only subdivide for purposes of additional single-family dwellings the number of lots, if any, remaining from the original number permitted by this section. Any subdivision or land development plan hereafter filed for a tract of land in the Agricultural Zone shall specify which lot or lots shall carry with them the right to erect or place thereon any unused quota of single-family detached dwellings as determined by the provisions of this section; and,
5. In the event a tract of land which was not classified as part of the Agricultural Zone on July 24, 1980, is hereafter classified as part of the Agricultural Zone, the size and ownership of such tract shall be determined as of the effective date of the change in the zoning classification.

**201.6. Lot Area Requirements**

1. Agricultural, horticultural and forestry-related uses, including farm dwellings- The minimum lot area (including parent tract remainders) shall be ten (10) acres;

2. Single-family detached nonfarm dwelling - The minimum lot area for single-family detached nonfarm dwellings and lots is one (1) acre and the maximum is two (2) acres. However, the minimum required lot size may be required to be increased to accommodate an on-lot sewage disposal site, as determined by the PA DER, as well as an alternate site as required by Section 317 of this Ordinance; and,
3. Other uses - One (1) acre, unless otherwise specified in Article 4 of this Ordinance.

**201.7. Minimum Lot Width** -One hundred (100) feet at the building setback line and sixty (60) feet at the street right-of-way line.

**201.8. Minimum Setback and Maximum Height Requirements**

1. Agricultural, horticultural and forestry-related structures (other than farm dwellings):
  - A. Front yard - Fifty (50) feet from street right-of-way line;
  - B. Side yard - Fifty (50) feet on each side (100 feet total);
  - C. Rear yard - Fifty (50) feet;
  - D. Intensive agricultural operations - Except as provided for in the following paragraph, no new slaughter area, area for the storage or processing of manure, garbage, or the housing of commercial livestock or poultry shall be permitted within two hundred (200) feet of a street right-of-way line, three hundred (300) feet of any property line, or five hundred (500) feet of any land within the Rural Residential or Village Residential zones;

The Zoning Hearing Board may as a special exception, however, reduce the above special setback requirements where it is shown that because of prevailing winds, unusual obstructions, topography, or other conditions, a lesser distance would protect adjoining lands from odor, dust, or other hazards. In no case, however, shall the Zoning Hearing Board reduce the special setback requirement to fewer than one hundred (100) feet. The burden shall be upon the applicant to prove that a lesser distance would protect the health, safety, and general welfare of the community and adjoining lands to the same extent as the greater applicable setback;

- E. These setbacks shall not apply to agricultural fences that are used to contain agricultural livestock. Such fences shall not extend into any adjoining street right-of-way; and,
- F. Maximum permitted height - One hundred fifty (150) feet, provided all structures are set back a distance at least equal to their height from all property lines.



2. Single-family detached dwellings (including farm dwellings):
  - A. Front yard - Fifty (50) feet from street right-of-way line;
  - B. Side yards - Fifteen (15) feet on each side (30 feet total);
  - C. Rear yard - Thirty-five (35) feet; and,
  - D. Maximum permitted height - Thirty-five (35) feet.
  
3. Other permitted, special exception or conditional uses - Unless otherwise specified, the following requirements shall apply to all other principal uses permitted within the Agricultural Zone:
  - A. Front yard - Fifty (50) feet from street right-of-way line;
  - B. Side yards - Fifty (50) feet on each side (100 feet total);
  - C. Rear yard - Fifty (50) feet; and,
  - D. Maximum permitted height - Thirty-five (35) feet.
  
4. Residential accessory uses - Unless otherwise specified, the following requirements shall apply to accessory uses:
  - A. Front yard - No accessory use (except roadside stands and permitted signs) shall be located within the front yard;
  - B. Side yards - Fifteen (15) feet on each side;
  - C. Rear yard - Fifteen (15) feet; and,
  - D. Maximum permitted height - Twenty (20) feet.
  
5. Trees on nonfarm parcels - On any separate nonfarm parcel, no tree shall be planted within thirty (30) feet of any land used for agricultural purposes.

**201.9. Maximum Lot Coverage**

1. Agricultural, horticultural and forestry-related uses - Ten percent (10%);
2. Single-family dwellings - Twenty percent (20%); and
3. Other uses (unless otherwise specified) - Twenty percent (20%).

**201.10. Driveways and Access Drives** - All driveways serving single-family dwellings shall be in accordance with Section 310 of this Ordinance. All access drives serving other uses shall be in accordance with Section 311 of this Ordinance. All lanes exclusively serving agricultural, horticultural and/or forestry-related activities shall be exempt from driveway and access drive requirements. However, all farm lanes shall be located, designed and maintained so as to prevent the collection of mud on public roads.

**201.11. Well Drilling Requirement** - All applicants for subdivisions, land developments or building permits on properties intended to be served with on- lot or community water systems shall first demonstrate compliance with Section 323 of this Ordinance.

**201.12. Waste Products** - All trash dumpsters shall be located within a side or rear yard, set back at least fifty (50) feet from all property lines and screened from adjoining roads and properties.

**201.13. 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 Pennsylvania Act 58 of 1998 "The Right to Farm Law" may bar them from obtaining a legal judgment against such normal agricultural operations.

Applicants for the subdivision of land for nonfarm residential purposes shall include the foregoing paragraph "Agricultural Nuisance Disclaimer" as a plan note on all subdivision plans. Similarly, the issuance of building permits for nonfarm residential purposes shall be conditioned on the applicant's signing of a statement that he/she has read Section 201 of this Ordinance, including the foregoing disclaimer.

**201.14. Required Nutrient Management Plans** - All intensive agricultural animal operations with more than two thousand (2,000) pounds live weight of livestock or poultry per acre shall comply with the Pennsylvania Nutrient Management Act of 1993, as may be amended, as well as with Fulton Township Resolution 4-93.

**201.15.** All uses permitted within this Zone shall also comply with the General Provisions contained within Article 3 of this Ordinance.