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**DECLARATION OF HISTORIC PRESERVATION AND OPEN-SPACE  
CONSERVATION EASEMENT**

**STEVE McDONALD**  
Recorder of Deeds

**Bowmansville Roller Mill and Related Property**

THIS DECLARATION, made this 13th day of November, 2003, by the **Historic Preservation Trust of Lancaster County**, a nonprofit corporation in the Commonwealth of Pennsylvania with offices at 123 North Prince Street Lancaster, Pennsylvania 17603, hereinafter referred to as "Declarant",

**WITNESSETH:**

WHEREAS, the Historic Preservation Trust of Lancaster County holds legal and equitable fee simple title to certain real property located in **Brecknock Township, Lancaster County**, Pennsylvania, described in a deed recorded in the Office of the Recorder of Deeds of Lancaster County and Lancaster County, Document ID #5254609, and more particularly described in **Exhibit A** attached hereto (hereinafter "the Property"), which is situated on both sides of Pa. Route 625, Reading Road, at Von Neida Street at the southern end of the village of Bowmansville; the Property includes the historic Bowmansville Roller Miller, a grist mill also known as one of two Von Neida mills in the area, a headrace and tailrace, a pond with a modern, seasonal, recreational cottage, an historic water-powered sawmill (and the cottage and sawmill are on the east side of Pa. Route 625) and a miller's house with bank barn and machinery shed (and the house, barn and shed are on the west side of Pa. Rt. 625 );

WHEREAS, Declarant is authorized to hold preservation and open-space conservation easements to protect property significant in national, Pennsylvania, and Lancaster County history and culture;

WHEREAS, Declarant is a publicly supported, tax-exempt, nonprofit organization with purposes that include the preservation and conservation of sites, buildings, and objects of historic and architectural significance;

WHEREAS, because of the Property's architectural, historic, and cultural significance it was accepted and certified by the Keeper of the National Register of Historic Places on December 21, 1987 as a National Register Historic District and is further documented by the Pennsylvania Historical and Museum Commission, Office of Historic Preservation as a listing on the Pennsylvania Historic Resource Survey, which documentation is filed in the offices of Declarant;

WHEREAS, Declarant recognizes the architectural, historic, and cultural values (hereinafter "conservation and preservation values") and significance of the Property, and have the common purpose of conserving and preserving the conservation and preservation values and significance of the Property;



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WHEREAS, the Property's conservation and preservation values are documented in Baseline Documentation retained by Declarant, which Baseline Documentation provides an accurate representation of the Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation consists of the following: photographs, tax map copy, Geographic Information System aerial photogrammetry, property description, National Register of Historic Places Inventory-Nomination Form, Pennsylvania Historic Resource Survey Form and Comprehensive Historic Sites Survey Form, and shall be maintained at the office of the Declarant;

WHEREAS, the creation of a preservation and conservation easement on the Property will assist in preserving and maintaining the Property and its architectural, historic, and cultural features for the benefit of the people of the County of Lancaster, the Commonwealth of Pennsylvania and the United States of America;

WHEREAS, Declarant, the present owner, intends to convey the Property as one or more parcels (and the owner of the Property and the owner of each parcel into which the Property may be divided and their successors and succeeding owners of the Property each are referred to herein as "Owner");

NOW, THEREFORE, Declarant, hereby voluntarily does declare that the Property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to a preservation and conservation easement in gross in perpetuity, subject to the following provisions.

1. **Purposes.** The Purposes of this Easement are to assure that the distinctive architectural, historic and cultural features, both exterior facades and interior features and major 19<sup>th</sup> century milling equipment, finishes and construction techniques and examples of craftsmanship that characterize the Bowmansville Roller Mill, the Sawmill, the Miller's House and the Bank Barn of the Property will be substantially retained forever for conservation and preservation purposes, to maintain the historic, 19<sup>th</sup> century agrarian and open space character of the Property, and to prevent any incompatible land use and incompatible landscape, architectural or environmental design changes of the Property which would significantly impair or interfere with the Property's conservation and preservation values.

2.1 **Owner's Reserved Rights.** The following rights, uses, and activities of or by Owner (and Owner's successors, as provided in paragraph 13, below) on, over, or under the Property are permitted by this Easement and by the Owner of the Property without other approval but in accordance with all public laws and regulations:

- (a) The right to engage in activities and uses of the Property as follows:
  - (i) Use of the Miller's House as a single-family residence;
  - (ii) Conversion of the Miller's House to a bed and breakfast;
  - (iii) Use of the Miller's House for home occupations;
  - (iv) Use of the Roller Mill and the Sawmill as working industrial or commercial mills;
  - (v) Use of the Roller Mill for the sale of antiques, arts or crafts;



- (vi) Use of the Roller Mill for community meeting space, educational activities, studios for the arts, office space, historic or scientific endeavors;
- (vii) Alteration of the Roller Mill to provide for modern plumbing, electrical and security systems;
- (viii) Interior conversion of the Roller Mill to provide for restrooms;
- (ix) Use of the Property and the mills and other buildings as an historical museum;
- (x) Use of the Pond Cottage for seasonal recreation and retreat;
- (xi) Uses within the Bank Barn and Machinery Shed accessory to the applicable principal uses including, with the approval of the Declarant, the retail sale of antiques, traditional trades, arts and crafts and for historic interpretation and display and other similar, compatible enterprises requiring no outdoor storage;
- (xii) Agricultural, horticultural, botanical, forestal and arboreta uses, including but not limited to productive farming and gardening, and greenhouses;
- (b) The right to construct additional parking to the east of the Roller mill and Sawmill between Von Neida Street and the headrace only, subject to the limitations enumerated in paragraph 2.2 (h);
- (c) The right to erect a sign or signs constructed predominantly of wood or other natural materials, with exterior lighting only, not to exceed a total of forty (40) square feet, to identify permitted uses or activities; and the right to display other signage, also with exterior lighting only, which is directional, instructive or interpretive, none of which individually shall exceed four (4) square feet and the cumulative size of which shall not exceed forty (40) square feet, exclusive of the plaque provided for in paragraph 12.;
- (d) The right to maintain and repair the Residence, Mills and other buildings;
- (e) The right to continue all manner of use and enjoyment of the Property existing on the date hereof;
- (f) The right to expand the Residence only on the west elevation and only in accordance with the Secretary of Interior's Standards for Rehabilitation (Exhibit B) and subject to the review and approval by the Declarant;

**2.2 Covenants Concerning the Property - Prohibited Activities.** The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise permitted in this paragraph:

- (a) Nothing shall be erected on the Property which would impair the visibility of the Miller's Residence, the Bowmansville Roller Mill or the Sawmill from Reading Road or Von Neida Street .
- (b) The legal or defacto subdivision of the Property for any purpose except at the centerline of Rt. 625, Reading Road.
- (c) Any residential, commercial, institutional or industrial use or activity on the Property except for those uses enumerated in paragraph 2.1;
- (d) The construction of any buildings, structures or other improvements including any impervious site coverage, except for those uses enumerated in paragraph 2.1;
- (e) The exploration for or the extraction or removal of minerals, hydrocarbons, soils or sod on or below the surface of the Property;



- (f) Use of the property for storage of any man-made materials, unlicensed non-farm motor vehicles or for the dumping, storage, processing, or landfill of any non-agricultural solid, liquid, hazardous or other waste materials (but this paragraph does not prohibit storage of non-hazardous materials that reasonably are needed for use on the Property for a use permitted by paragraph 2.1);
- (g) The alteration, manipulation or destruction of topography on the Property or surface coverage, perennial cover disturbance of the Property other than during construction or restoration, or any disturbance of the floodplain of Muddy Run on the Property;
- (h) Impervious surface coverage of a total of more than 4% of the site or 50,000 square feet of the site, including all existing and future buildings, structures, and surface pavings and graveled areas for any purpose; On the date of this Declaration on the Property, 2, 925 square feet of impervious coverage exists west of Route 625 and 3, 345 square feet of impervious coverage exists east of Route 625;
- (i) Signs and billboards, except the signs permitted by paragraph 2.1( c ) and paragraph 12;
- (j) The removal of mature trees of a diameter of twelve inches (12") or more unless certified by a qualified arborist to be incurably diseased or of threat to a building or persons on the Property;
- (k) The erection of any utility, signal reception or telecommunications structure or tower on the Property;
- (l) The allowance of noxious weeds or invasive species of plants on the Property as a result of neglect or poor landscape management and maintenance.

**2.3 Covenants Concerning Bowmansville Roller Mill - Prohibited Activities.** The following acts or uses are expressly forbidden on the Property, except as otherwise permitted by this paragraph:

- (a) The Roller Mill on the Property shall not be demolished, removed, or razed except as provided in paragraphs 3 and 4,
- (b) Significant alteration of the existing design, fenestration, porches and materials of the facades of the four ( 4 ) story Mill is prohibited.
- (c) The replacement of roofing materials shall be consonant with existing roofing color and materials;
- (d) Cladding of any part of the existing exterior walls or cornices is prohibited;
- (e) Cladding of any window components is prohibited, except that restoration is permitted;
- (f) Any and all restoration, alteration, extension, or expansion of the Mill shall be accomplished only in accordance with the Secretary of the Interior's Standards for Rehabilitation;
- (g) Interior spatial design and the design and materials of interior features shall be retained;
- (h) Interior equipment essential to the operation of the Bowmansville Roller Mill is herein considered to be part of the protected real property. The following equipment shall not be removed from the Property:
  - (1) 1850 Waterwheels

- (2) Mill gearing
- (3) Millstones
- (4) Elevator boots
- (5) Flour bins and sifting apparatus
- (6) 1895 two-stand gradual reduction roller mills and two sets of millstones
- (7) Miller's office with iron stove
- (8) French burr stones
- (9) Wooden millstone crane
- (10) 1900 corn shelling machine
- (11) Gyrator
- (12) Case Inter-Elevator Flour Dresser
- (13) Grain cleaning machinery, grain hoisting equipment, and grain storage bins and scales
- (14) Smut and separating machine
- (15) 1895 Special Middlings Purifier

**2.4 Covenants Concerning the Saw Mill - Prohibited Activities.** The following acts or uses are expressly forbidden on the Property, except as otherwise permitted by this paragraph:

- (a) The Saw Mill on the Property shall not be demolished, removed, or razed except as provided in paragraphs 3 and 4,
- (b) Significant alteration of the existing design and materials of the facades of the Saw Mill is prohibited.
- (c) The replacement of roofing materials shall be consonant with existing roofing color and materials;
- (d) Any and all restoration, alteration, extension, or expansion of the Mill shall be accomplished only in accordance with the Secretary of the Interior's Standards for Rehabilitation;
- (e) Interior spatial design and the design and materials of interior features shall be retained;
- (f) Interior equipment essential to the operation of the Saw Mill is herein considered to be part of the protected real property. The following equipment shall not be removed from the Property:
  - (1) Waterwheel
  - (2) Wooden driving pulley and gearing



**2.5 Covenants Concerning the Miller's Residence - Prohibited Activities.** The following acts or uses are expressly forbidden on the Property, except as otherwise conditioned in this paragraph:

- (a) The Miller's Residence on the Property shall not be demolished, removed, or razed except as provided in paragraphs 3 and 4,
- (b) Significant alteration of the existing design and materials of the facades of the Miller's Residence is prohibited.
- (c) Any restoration, alteration, extension, or expansion of the Miller's Residence shall be accomplished only in accordance with the Secretary of the Interior's Standards for Rehabilitation (Exhibit B);

**2.6 Covenants Concerning Bowmansville Roller Mill - Required Activities.** Operations of the Bowmansville Roller Mill shall be demonstrated and its interior opened to the public and organized historic appreciation groups no less than four times per year, each time to be not less than five hours in one day.

### **CASUALTY DAMAGE OR DESTRUCTION**

**3. Casualty Damage or Destruction.** In the event that the Roller Mill, Saw Mill or Miller's Residence or any parts thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, the Owner of such damaged or destroyed property (hereafter, "Owner") or parts shall notify Declarant in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No exterior repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the building(s) or to protect public safety, shall be undertaken by Owner or the Owner's successors without Declarant's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Declarant, Owner at its expense shall submit to the Declarant a written report prepared by a registered Pennsylvania architect or a licensed structural engineer who is acceptable to Declarant and Owner, which report shall include the following:

- (a) An assessment of the nature and extent of the damage;
- (b) A determination of the feasibility of the restoration and/or Reconstruction of damaged or destroyed exterior portions of the buildings; and
- (c) A report of such restoration/reconstruction work necessary to return the building(s) to the condition existing at the date hereof.

**4. Review After Casualty Damage or Destruction.** If, after reviewing the report provided in paragraph 3 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lienholder's claims, Declarant and Owner agree that the Purpose of the Easement will be served by such exterior restoration/reconstruction of any improvements, Owner shall complete such restoration/reconstruction in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Owner.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lienholder's claims, Declarant and Owner agree that restoration/reconstruction of any improvement is impractical or impossible, or agree that the Purpose of the Easement would not be served by such restoration/reconstruction, Owner may,

with the prior written consent of Declarant, alter, demolish, remove, or raze such improvement and/or construct new improvements on the Property.

#### **INDEMNIFICATION; TAXES**

5. **Indemnification.** By accepting title to the Property or any part thereof, each person or entity who from time to time is a succeeding owner (and each is referred to herein as "Owner") of any part of the Property thereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Declarant, its agents, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Property, unless such injury or damage is caused by Declarant or any agent, trustee, employee, or contractor of Declarant. In the event that a succeeding owner is required to indemnify Declarant pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien. Provided, however that, in the case of any succeeding owner who owns only part of the Property, the provisions of this paragraph shall be interpreted and applied as if "the Property" were only that part of the Property owned by such succeeding owner. Further provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

6. **Taxes.** The owner of the Property or any portion thereof shall pay all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property or the portion thereof owned by such a owner.

#### **ADMINISTRATION AND ENFORCEMENT**

7. **Written notice.** Any notice which either Declarant or Owner may desire or be required to give to the other party shall be in writing.

8. **Evidence of Compliance.** Upon request by Declarant, Owner shall promptly furnish Declarant with certification that, to the best of Owner's knowledge, Owner is in compliance with the obligations of Owner contained herein, or Owner shall describe noncompliance to the extent of Owner's knowledge thereof.

9. **Inspection.** With the consent of Owner, representatives of Declarant shall be permitted at reasonable times to conduct inspections of the Property. Owner covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

10. **Declarant's Remedies.** Declarant may, following reasonable written notice to Owner, institute suit(s) to enjoin any violation of the terms of this easement by *ex parte*, temporary,



preliminary and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and the improvements protected by this Deed to the condition and appearance that existed prior to the violation complained of. Declarant shall also have available all legal and other equitable remedies to enforce Owner's obligations hereunder.

In the event Owner is found to have violated any of its obligations, Owner shall reimburse Declarant for any costs or expenses incurred in connection with Declarant's enforcement of the terms of this Easement, including all court costs, and reasonable attorney's, architectural, engineering, and expert witness fees.

11. **Notice of Proposed Sale.** Owner shall promptly notify Declarant in writing of any proposed sale of the Property and provide the opportunity for Declarant to explain the terms of this Easement to potential new owners prior to sale closing.

12. **Plaque.** Owner agrees that Declarant may provide and maintain a plaque on the Property, which plaque shall not exceed four (4) square feet in size, giving notice of the significance of the Property and the existence of this Easement.

#### **BINDING EFFECT; ASSIGNMENT**

13. **Runs With the Land.** The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. This Easement shall extend to and be binding upon Declarant and Owner, their respective successors in interest and all persons hereafter claiming under or through Declarant and Owner, and the words "Declarant" and "Owner" when used herein respectively shall include all such respective persons. Any right, title, or interest herein declared or reserved to Declarant also shall be deemed granted to each successor and assign of Declarant and all succeeding successors and assigns thereof, and the word "Declarant" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Property shall have no obligation pursuant to this instrument as an Owner if such owner shall cease to have any ownership interest in the Property (other than as Declarant or a successor or assign of Declarant herein) by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Owner, verbatim or by express reference, in any deed or other legal instrument by which Owner divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property. If Owner holds title to only a part of the Property, however, Owner's rights and obligations concerning the Property shall be limited to that portion of the Property that Owner retains.

14. **Assignment.** Declarant may convey, assign, or transfer this Easement, and may transfer any of Declarant's rights under this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under Section 170(h) or any successor provision of the Internal Revenue Code, whose purposes, *inter alia*, are to promote preservation or conservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the purpose for which the Easement was granted will continue to be carried out.



15. **Recording and Effective Date.** Declarant shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the Recorder of Deeds office of Lancaster County, Pennsylvania. Declarant intends that the restrictions arising under this Easement take effect on the day and year this instrument is recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

16. **Extinguishment.** Declarants hereby recognizes that circumstances may arise that may make impossible or impractical the continued ownership or use of the Property in a manner consistent with the Purpose of this Easement and necessitate extinguishment of the Easement. Such circumstances may include, but are not limited to, partial or total destruction of the Residence resulting from casualty. Extinguishment shall occur only as the result of a judicial proceeding in a court of competent jurisdiction.

17. **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Declarant and Owner shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental direct damages resulting from the taking. After the satisfaction of prior claims and net of expenses reasonably incurred by Declarant and Owner in connection with such taking, Declarant and Owner respectively shall be entitled to compensation from the balance of the condemnation proceeds.

#### AMENDMENT

18. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Declarant and Owner may by mutual written agreement jointly amend this Easement. If the Property is subdivided Declarant may join with only the Owner of a subdivided part to amend this Easement concerning the part held by that Owner, and the joinder of the Owner of the other part or parts of the Property shall not be required. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Property and the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania. Nothing in this paragraph shall require Declarant or Owner to agree to any amendment or to consult or negotiate regarding any amendment.

19. **Conformity.** This Easement is granted with the intention of conforming with the requirements for conservation and preservation easements under the Pennsylvania Conservation and Preservation Easements Act, Act 29 of 2001, and as amended thereafter.

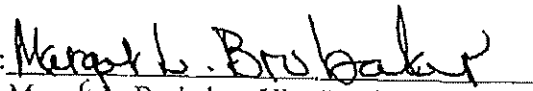
IN WITNESS WHEREOF, and intending to be legally bound, Declarant has executed this instrument.

Historic Preservation Trust of Lancaster County

Attest:



By:

  
Margot L. Brubaker, Vice President

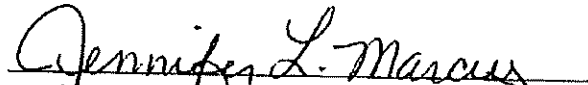
COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF LANCASTER )

SS:

ON THIS, the 13<sup>th</sup> day of November, 2003, before me the subscriber, personally appeared Margot L. Brubaker, who acknowledged herself to be the Vice President of Historic Preservation Trust of Lancaster County, a corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

WITNESS my hand and seal the day and year aforesaid.

  
Notary Public

Notarial Seal  
Jennifer L. Marcus, Notary Public  
Lancaster, Lancaster County  
My Commission Expires Sept. 30, 2004  
Member, Pennsylvania Association of Notaries

**Exhibit A**  
**Property Description**

**TRACT NO. 1**

ALL THAT CERTAIN grist and merchant mill, stone house, bank barn and other improvements and farm land with water privileges, situated along both sides of Route 625 at the southern end of the Village of Bowmansville, in the Township of Brecknock, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone on the south bank of the Mill Race; thence by the same South sixty-four and one-fourth ( $64 \frac{1}{4}$ ) degrees East, seven and one-tenth (7.1) perches to a White Oak Tree; South ten and one-fourth ( $10 \frac{1}{4}$ ) degrees East, seven and eight-tenths (7.8) perches to a stone; South six and one-fourth ( $6 \frac{1}{4}$ ) degrees East, two and five-tenths (2.5) perches to a stone; and South two and three-fourths ( $2 \frac{3}{4}$ ) degrees West, two (2) perches to a stone; South twenty-three and one-half degrees ( $23 \frac{1}{2}$ ) East, eight and two tenths (8.2) perches to a stone on the south bank of said Mill Race; thence by land now or late of Moses Horning, South fourteen (14) degrees West, thirty and five-tenths (30.5) perches to a stone; hence by land now or late of Israel G. Musser; South six (6) degrees West ten (10) perches to a Spanish Oak; South eighty-six (86) degrees West, fifty-five and two-tenths (55.2) perches; North twenty-three and three-fourths ( $23 \frac{3}{4}$ ) degrees West, nine and four-tenths (9.4) perches; North four (4) degrees West, one and five-tenths (1.5) perches; North eleven and three-fourths ( $11 \frac{3}{4}$ ) degrees West, twelve (12) perches; North twenty-four and three-fourths ( $24 \frac{3}{4}$ ) degrees East, nine (9) perches; North twenty-five (25) degrees West, fourteen (14) perches, and South eighty-three (83) degrees West, thirteen (13) perches to a stone; thence by land now or late of Joseph Musser; North eight (8) degrees east, twenty-three and ninety-five hundredths (23.95) perches to a stone; North two and one-half ( $2 \frac{1}{2}$ ) degrees West, three and six-tenths (3.6) perches to a stone; North eighty-nine (89) degrees forty (40) minutes East, four and sixty-six hundredths (4.66) perches to an iron pin in the Highway leading from Bowmansville to Blue Ball; Thence along in the same, South fourteen (14) degrees eighteen (18) minutes East, three and twenty-one hundredths (3.21) perches to an iron pin in said Highway; thence by land now or late of Henry F. VonNeida, and along in another public road leading to Plow Tavern, North eighty-four (84) degrees eighteen (18) minutes East, ten and twenty-five hundredths (10.25) perches to an iron pin in the road; South eighty-five (85) degrees Eight (8) minutes east, ten and sixty-seven hundredths (10.67) perches to an iron pin in the road; thence by the same, North eighty-six (86) degrees thirteen (13) minutes East, twelve (12) perches to an iron pin in the road, thence by land now or late of Joseph Musser, and along in said public road, North eighty-one (81) degrees East, twenty-eight and eight-tenths (28.8) perches to a White Oak; North sixty-one (61) degrees East, fourteen (14) perches to a stone; North sixty-two (62) degrees East, six (6) perches to a stone; thence by land now or late of Moses Horning, South twenty-two (22) degrees West, twenty-one (21) perches to a stake on the north side of the Mill Race; thence by the same, along the water privileges on the north side of said Mill Race; South sixty-four and one-half ( $64 \frac{1}{2}$ ) degrees East, seven and one-tenth (7.1) perches to a White Oak; South ten and one-fourth ( $10 \frac{1}{4}$ ) degrees East, seven and eight-tenths (7.8) perches to a stone; South six and one-fourth ( $6 \frac{1}{4}$ ) degrees East, two and five-tenths (2.5) perches to a stone; South two and three-fourths ( $2 \frac{3}{4}$ ) degrees West, two (2) perches; South twenty-three and one-half ( $23 \frac{1}{2}$ ) degrees East, eight and two-tenths (8.2) perches to a stake; South sixty-four and one-half ( $64 \frac{1}{2}$ ) degrees East, four (4) perches to a stake; North eighty-eight and one-fourth ( $88 \frac{1}{4}$ ) degrees



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East, ten and one-tenth (10.1) perches to a stake; North fifty-seven and one-half ( $57 \frac{1}{2}$ ) degrees East, six and seven-tenths (6.7) perches to a stake; South seventy-nine (79) degrees East, four and nine-tenths (4.9) perches to a stake; South seventy-three and one-half ( $73 \frac{1}{2}$ ) degrees East, ten and nine-tenths (4.9) perches to a stake; South seventy-three and one-half ( $73 \frac{1}{2}$ ) degrees East, ten and four-tenths (10.4) perches to a stake; North eighty-nine and one-half ( $89 \frac{1}{2}$ ) degrees East, eight and three-tenths (8.3) perches to a stake; South forty-nine and one-half ( $49 \frac{1}{2}$ ) degrees East, ten (10) perches to a stake; South eighty-two and three-fourths ( $82 \frac{3}{4}$ ) degrees East, nine and seventy-five hundredths (9.75) perches to a stake; North seventy-two and three-fourths ( $72 \frac{3}{4}$ ) degrees East, eleven and five-tenths (11.5) perches to a stake; North fifty-four and three-fourths ( $54 \frac{3}{4}$ ) degrees East, five and five-tenths (5.5) perches to a stake; North forty-five and one-half ( $45 \frac{1}{2}$ ) degrees East six (6) perches to a stake; North thirty (32) degrees East, five and five-tenths (5.5) perches to a stake; North twelve and one-half ( $12 \frac{1}{2}$ ) degrees East, four and five-tenths (4.5) perches to a stake; North fifty-three and one-half ( $53 \frac{1}{2}$ ) degrees East, four and five-tenths (4.5) perches to a stake; thence by land now or late of Moses Horning, North seventeen and one-half ( $17 \frac{1}{2}$ ) degrees West, one (1) perch to a stone; North fifty-one and one-half ( $51 \frac{1}{2}$ ) degrees East, ten and five-tenths (10.5) perches to a stone; North sixty-seven and one-half ( $67 \frac{1}{2}$ ) degrees east, three and nine-tenths (3.9) perches to a stone; North forty-six and one-fourths ( $46 \frac{1}{4}$ ) degrees East, nine and four-tenths (9.4) perches to a stone; North seventy-one (71) degrees East, seven and eight-tenths (7.8) perches to a stone; South eighty and three-fourths ( $80 \frac{3}{4}$ ) degrees East, nineteen (19) perches to a White Oak; thence by the same and by land now or late of Isaac Good, North seventy-two (72) degrees East, seventeen and six-tenths (17.6) perches to a stone near a White Oak; thence by land now or late of Isaac Good, North forty-three and one-half ( $43 \frac{1}{2}$ ) degrees East, seven and four-tenths (7.4) perches to a stone; South forty-five (45) degrees East, three (3) perches to a stone; South forty-eight (48) degrees West, eight and five-tenths (8.5) perches to a stone; South seventy-four (74) degrees West, eighteen and eight-tenths (18.8) perches to a stone; North eighty-one (81) degrees West, seventeen and nine-tenths (17.9) perches to a Red Oak; South sixty-seven and one-half ( $67 \frac{1}{2}$ ) degrees West, six and four-tenths (6.4) perches to a stone; thence by the same and land now or late of Moses Horning, South forty-five (45) degrees West, eight and eight-tenths (8.8) perches to a stone; thence by land now or late of Moses Horning, South sixty-eight (68) degrees West, four and eight tenth (4.8) perches to a stone; South fifty-one and one-half ( $51 \frac{1}{2}$ ) degrees West, eleven (11) perches to a stone; North seventeen and one-half ( $17 \frac{1}{2}$ ) degrees West, one and two-tenths (1.2) perches to a stake on the south side of said Mill Race; thence by the same and others on the south side of said Mill Race, and along said water privileges, the several courses and distances thereof, parallel with the courses and distances on the north side of said Mill Rice, one hundred twenty-nine and eighty-five hundredths (129.85) perches to the place of Beginning.

CONTAINING thirty-three (33) acres and one hundred forth-seven and one-half ( $147 \frac{1}{2}$ ) perches, as per draft by D. G. Ranck, Registered Surveyor, Bareville, Pennsylvania, February 15, 1946, of the balance of the land belonging to the Mill property after several small tracts were sold off from the whole (the part described by the lines along the water privileges on both sides of the Mill Race is only a water privilege.).

EXCEPTING AND RESERVING THEREFROM all that certain piece, parcel or tract of land situate in Brecknock Township, County of Lancaster, Commonwealth of Pennsylvania, containing .165 acres, more or less, which Henry F. VonNeida by his deed dated July 21, 1953,

and recorded in Record Book U, Volume 42, Page 276, Lancaster County Records, granted and conveyed unto the Pennsylvania Turnpike Commission, in fee.

EXCEPTING AND RESERVING THEREFROM all that certain tract or piece of unimproved land situate in Brecknock Township, County of Lancaster, and Commonwealth of Pennsylvania, containing one (1) acre and one hundred twenty-four and eight-one hundredths (124.81) perches which Henry F. VonNeida by his deed dated November 3, 1956, and recorded in Record Book F, Volume 45, Page 563, granted and conveyed unto A. Harland Good and Esther Mae Good, his wife, in fee.

EXCEPTING AND RESERVING THEREFROM all those two certain tract; or pieces of land situate in Brecknock Township, County of Lancaster, and Commonwealth of Pennsylvania, Tract No. 1 containing two (2) acres and thirty-two and twenty-two hundredths (32.22) perches, and Tract No. 2 containing one (1) acre and thirteen and fourteen hundredths (13.14) perches, which Henry F. VonNeida by his deed dated August 29, 1961, and recorded in Record Book E, Volume 51, Page 219, granted and conveyed unto Clayton M. Good and Esther Good, his wife in fee.

#### TRACT NO. 2

ALL THAT CERTAIN small tract of land situated in the Township of Brecknock, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southernmost corner thereof, at an iron pin on line between lands now or late of J. Mervin Graybill and Tract No. 1 herein, located a distance of two hundred fifty-one and seven-tenths (251.7) feet northward from a corner stone, the southeast corner of land now or late of J. Mervin Graybill; thence extending by land now or late of J. Mervin Graybill, North zero (00) degrees twenty (20) minutes West, one hundred twenty-six (126.00) feet to an iron pin; thence by said land, North eighty-nine (89) degrees forty (40) minutes East, thirty-two (32) feet to an iron pin on line of land of Tract No. 1 herein and seven (7) feet southward from other corner of said properties; thence extending by Tract No. 1 herein, south thirteen (13) degrees West, one hundred twenty-nine and eight-tenths (129.8) feet to the place of Beginning.

CONTAINING seven and four-tenths (7.4) perches.

BEING THE SAME PREEMISES WHICH A. Anthony Kilkuskie, Executor of the Estate of Katherine Kilkuskie, deceased, by deed dated August 11, 2003, and recorded October 27, 2003, in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, at Document ID #5254609, granted and conveyed unto Stewart B. Kean, his heirs and assigns.

## Exhibit B

### *Secretary of the Interior's Standards for Rehabilitation*

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



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AFFIDAVIT

RECORDED  
INDEXED

William B. Achor, Farmland Preservation Specialist, Lancaster County Agricultural Preserve Board, 50 North Duke Street, Lancaster, PA 17603-1881 files this Affidavit pursuant to 21 P.S. 451 et seq., (Act of November 5, 1981, 1981 P.L. 328 No. 118) to describe an Agricultural Security Area established in Brecknock Township, Lancaster County, Pennsylvania.

Affiant, having first been AFFIRMED according to law, deposes and states that:

1. I am William B. Achor, 1020 Simmontown Road, Gap, PA 17527;
2. I am Farmland Preservation Specialist, of the Lancaster County Agricultural Preserve Board, 50 North Duke Street, Lancaster, PA 17603-1881;
3. In May 1988 the Lancaster County Board of Commissioners, by and through the Lancaster County Agricultural Preserve Board created an Agricultural Preserve Area in the Township of Brecknock, Lancaster County, pursuant to the Act of January 19, 1966 1967 P.L. 992, No. 442 (32 P.S. 5001 et. seq.)
4. Pursuant to the Agricultural Area Security Law, Act of June 30, 1981, P.L. 128, No. 43 as amended 1988, December 14, P.L. 1202, No. 149 (3 P.S. 901 et. seq.) the aforesaid Agricultural Preserve Area qualified to be designated an Agricultural Security Area.
5. On November 15, 1989, the Lancaster County Board of Commissioners at a duly convened meeting, declared that the aforesaid Agricultural Preserve Area shall be hereafter designated an Agricultural Security Area;
6. More than 180 days have passed since the effective date of the Agricultural Area Security Law.

3156 0310

7. The description of the Agricultural Security Area is attached hereto showing the name or names of the owner or owners of each parcel of land in the Agricultural Security Area, the deed number, tax parcel number, and approximate number of acres.

8. This Affidavit is filed to record the Agricultural Security Area in the Township of Brecknock, Lancaster County, Pennsylvania.

9. I have personal knowledge of, or have examined official records which record, the actions referred to herein.

IN WITNESS WHEREOF, I have placed by hand and seal this 22nd day of

May, 1991.

Charles M. Gentry  
Witness

William B. Ficker

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER ) SS:

On this 22nd day of May, 1991, before me,  
Doris S. Kiehl

the undersigned officer, personally appeared  
William B. Ficker, known to me (or satisfactorily proven) to be  
the person described herein, and whose name is subscribed to the foregoing  
Affidavit, and acknowledged that she executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

This Document To Be  
Recorded in Lancaster Co., Pa



Donald N. Glick  
Recorder of Deeds

Doris S. Kiehl  
Notary Public

NOTARIAL SEAL  
DORIS S. KIEHL, Notary Public  
Lancaster, Lancaster Co., PA  
My Commission Expires Nov 26 1991

3156 0311



BRECKNOCK TOWNSHIP - LANCASTER COUNTY  
Agricultural Security Area  
Landowners

<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Herbert F. and Lorena B. Ader P.O. Box 303 Bowmansville, PA 17507	L-90-478	5Q-10-13	14.3
Wilmer J. Benner 205 New Street Terre Hill, PA 17581	I-76-126	6Q-13-5	56.5
Robert S. and Mildred J. Brown 1686 Dry Tavern Road Denver, PA 17517	N-68-358	5Q-5-1	92.0
Eli and Mahala Brubacher R.D. 2, Box 2577 Mohnton, PA 19540	L-74-132	4Q-4-6	16.6
Jesse S. and Anna H. Brubacher 1350 Muddy Creek Road Denver, PA 17517	X-90-410	6P-7-4	78.3
John S. and Rachel Brubacher 361 Stavers Road Reinholds, PA 17569	D-77-158	5Q-7-5	53.9
Adin Z. and Laura B. Brubaker R.D. 2 Mohnton, PA 19540	2310-475	5Q-7-8	26.6
Alvin M. and Ella G. Brubaker 333 West Maple Grove Road Denver, PA 17517	K-91-523	6Q-13-16	34.2
David S. and Mary Z. Brubaker 430 Panorama Drive Denver, PA 17517	X-93-687	5Q-10-21	84.6
Edna M. Brubaker 338 Panorama Drive Denver, PA 17517	G-40-199	5Q-10-19	76.2
James H. and Mary A. Brubaker 414 Long Lane Road East Earl, PA 17519	T-42-585	7Q-8-2	68.4

## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

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<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Jesse K. and Lydia M. Brubaker 580 Lambert Road Narvon, PA 17555	T-35-19	7R-10-1	71.1
Noah S. and Martha W. Brubaker R.D. 1, Box 561 Narvon, PA 17555	T-79-253	7R-6-11	71.0
Raymond Z. and Emma N. Brubaker 506 School Road Denver, PA 17517	2288-335	6Q-7-23	22.8
Reuben Z. Brubaker R.D. 2 Mohnton, PA 19540	M-93-91	6Q-7-22	26.4
Luke G. and Eva J. Burkholder 305 Good Road East Earl, PA 17519	K-87-261	7Q-6-1	70.0
Ivan R. and Miriam S. Eberly 1190 Oaklyn Drive Narvon, PA 17555	Y-44-79	6R-8-20	61.8
Robert E. and Marie E. Fisher 254 East Hemlock Road Ephrata, PA 17522	H-94-45	5R-1-15A	28.9
Melvin W. and Lucy M. Fox 215 Spotts Lane Narvon, PA 17555	T-73-288	6R-8-32	19.6
James H. and Cynthia S. Frank 209 Laurel Road East Earl, PA 17519	L-63-299	7R-4-7	15.8
Paul H. and Elizabeth Freeman 418 West Maple Grove Road Denver, PA 17517	S-45-280	6Q-12-13	21.4
Earl H. and Helen H. Gehman R.D. 2, Box 2495 Mohnton, PA 19540	P-81-6	5Q-11-5	22.6
Amos H. and Erza H. Good 503 School Road Denver, PA 17517	N-80-147 N-80-147 N-80-147	6Q-7-21 6Q-12-4 6Q-12-16	102.4 48.7 25.7

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## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

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<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Harold L. and Elva M. Good 377 Stavers Road Reinholds, PA 17569	Q-76-506	5Q-2-3	24.8
Monroe W. and Miriam N. Good 290 Good Road East Earl, PA 17519	A-76-38	6Q-13-15	26.8
Ray E. and C. Mae Good 291 West Maple Grove Road Denver, PA 17517	S-45-262	6Q-13-18	64.4
Goods Greenhouse Partnership R.D. 2, Box 685 Mohnton, PA 19540	Y-78-223	5Q-7-7	30.2
Greenview Bible Camp Association 604 Fivepointville Road Denver, PA 17517	T-59-1083	7Q-2-1	28.3
Ray Groff Box 379 Bowmansville, PA 17507	C-91-528	6Q-12-8	21.7
Groff's Family Farm, Inc. Box 379, School Road Bowmansville, PA 17507	H-76-70	6Q-12-2	26.7
Ronnie L. and Ruth E. Haldeman 345 Long Lane Road East Earl, PA 17519	H-93-406	7Q-13-5	10.8
Marlin L. and Verna L. Hartranft 585 Chestnut Hill Road Denver, PA 17517	M-63-1029	6Q-11-1	12.9
John and Henrietta M. Hashauer R.D. 2, Box 2402 Mohnton, PA 19540	H-77-276	5R-1-11A	10.5
Edna Keft R.D. 2, Box 2583 Mohnton, PA 19540	E-87-448	4Q-4-5	106.5
Henry H. and Kathryn E. High 1055 Reading Road Narvon, PA 17555	C-46-325	7R-2-10	12.8

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## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

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<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Ken L. and Laura S. High 825 Fivepointville Road Stevens, PA 17578	K-67-111	7P-9-1	10.0
Aaron W. & Lizzie S. Hoover 975 Fivepointville Road Stevens, PA 17578	W-85-45	7P-3-3	62.6
Adin M. and Jane M. Hoover 737 North Railroad Avenue New Holland, PA 17557	2808-613 2808-613 2808-613	6Q-6-7 6Q-6-9 6Q-6-10	10.4 12.0 59.4
Amos M. and Beatrice M. Hoover 159 Laurel Road East Earl, PA 17519	Y-88-93	7R-4-2	46.8
Amos Z. and Lena M. Hoover 448 Pleasant Valley Road Denver, PA 17517	G-52-149	7Q-5-7	69.7
Christ M. and Ruth M. Hoover R.D. 4, Box 848 Ephrata, PA 17522	2753-466	7R-3-4	41.8
Daniel M. and Annetta Z. Hoover 431 School Road Denver, PA 17517	Y-88-96	6Q-12-1	35.8
Edwin Z. Hoover 838 Fivepointville Road Stevens, PA 17578	S-80-541	7P-5-1	41.0
Ervin Z. Hoover 328 West Maple Grove Road Denver, PA 17517	2731-397	6Q-12-11	51.1
J. Aaron and Anna M. Hoover 377 West Maple Grove Road Denver, PA 17517	A-63-357	6Q-14-1	46.6
John H. and Esther H. Hoover 1124 East Pieffer Hill Road Stevens, PA 17578	2553-243	6P-6-9	57.4
John J. and Lydia N. Hoover 1420 Dry Tavern Road Denver, PA 17517	X-52-372	6Q-2-4	67.8

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## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

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<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
John W. and Mary A. Hoover 1335 Union Grove Road Terre Hill, PA 17581	X-83-113	6Q-13-14	39.3
Luke M. and Esther Z. Hoover 759 Arthur Henderson Road Elkton, KY 42220	C-81-162	6Q-11-10	49.1
Mabel W. Hoover 411 Black Creek Road East Earl, PA 17519	H-38-302	7Q-13-8	72.9
Paul M. and Mary H. Hoover 172 Black Creek Road East Earl, PA 17519	C-80-260	7R-3-2	50.9
Samuel M. and Minerva H. Hoover 898 Reading Road East Earl, PA 17519	2733-590	7R-8-7	57.7
Harvey W. and Ruth A. Horning 476 Lauschtown Road Denver, PA 17517	I-58-1137	6Q-3-1	25.9
Mahlon W. and Mary M. Horning 627 Turkey Hill Road East Earl, PA 17519	2341-299	7Q-17-1	56.0
Aaron Z. and Loretta Horst 270 Panorama Drive Denver, PA 17517	M-94-86	5Q-10-15	61.7
James Z. and Ada B. Horst 189 Black Creek Road East Earl, PA 17519	W-60-766	7R-7-1	83.8
Amos N. and Clemina H. Hostetter R.D. 2 Mohnton, PA 19540	G-63-701 P-52-569	5Q-11-5A 6Q-4-2	34.2 49.6
Eli N. and Emma N. Huber 1070 Silver Hill Road Narvon, PA 17555	Z-79-178	7R-6-14	87.6
Phares S. and Annie S. Hurst 233 East Maple Grove Road Narvon, PA 17555	C-69-288 K-63-571 E-63-933	6R-3-5 6R-7-3 6R-8-31	60.2 28.3 22.4

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## BRECKNOCK TOWNSHIP -- LANCASTER COUNTY

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<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Stewart B. Kean Box 1 Elizabeth, NJ 07207	Z-60-986	6R-6-4	30.8
Edward E. and Beth A. Kerper 1161 Oaklyn Drive Narvon, PA 17555	M-68-196	6R-7-4	26.3
Benueel S. and Anna E. King 333 Hammertown Road Narvon, PA 17555	S-79-201	7R-1-2	65.6
John D. and Margaret A. Kurtz 358 Kurtz Road Ephrata, PA 17522	M-92-65	7P-3-8	29.3
L & B Land Company P.O. Box 721 Brownstown, PA 17508	2902-411	6P-8-3	96.3
Luke G. Landis 1276 Landis Road Ephrata, PA 17522	N-45-491	7P-3-4	39.5
George and Anna L. Leid 919 Leid Road East Earl, PA 17519	U-52-1003 W-75-195	7Q-13-6 7Q-13-7A	38.5 26.9
George H. and Marian B. Leid 471 Old Road East Earl, PA 17519	2788-695	7Q-13-4	56.7
Willis H. and Mary A. Leid 935 Leid Road East Earl, PA 17519	Z-87-682	7Q-14-5	52.0
Adin M. and Lavina F. Leinbach 1024 Silver Hill Road Narvon, PA 17555	U-59-839	7R-6-13	42.4
Edwin M. and Ella Z. Leinbach 971 Reading Road East Earl, PA 17519	I-73-175	7R-3-5	77.0
Levi M. and Esther M. Leinbach 956 Reading Road East Earl, PA 17519	2695-696 B-73-96	7R-8-1 7R-8-9	62.1 54.5

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## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

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<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Elizabeth J. Lengel 190 Laurel Road East Earl, PA 17519	Y-77-346	7R-8-19	16.3
Ray S. and Edith Lorah 700 Lauschtown Road Denver, PA 17517	H-43-442	6P-3-1	41.8
Aaron Z. and Lizzie M. Martin 1071 Kramer Mill Road Denver, PA 17517	R-76-91 2842-187	6P-7-7 6Q-1-4	19.5 33.1
Alvin F. and Elva K. Martin R.D. 2, Box 2514 Mohnton, PA 19540	H-91-127	5Q-11-3	10.9
Andrew H. Martin 764 Lauschtown Road Denver, PA 17517	B-86-462	6P-3-7	36.7
D. Walter and Anna M. Martin 1011 Oaklyn Drive Narvon, PA 17555	K-59-1039 N-52-680	7R-2-2 7R-4-5	46.9 34.1
Daniel H. and Lydia W. Martin 888 Fivepointsville Road Stevens, PA 17578	O-73-81	7P-4-4	33.4
Daniel S. Martin 1187 Dry Tavern Road Denver, PA 17517	Q-63-817	6Q-12-15	65.4
David B. and Ella M. Martin Lloyd B. Martin R.D. 1 Narvon, PA 17555	A-76-436	7R-6-16	83.1
Earl B. Martin, Etal., Trustees R.D. 1 East Earl, PA 17519	C-91-123	7Q-7-2	44.1
Earl B. and Mary H. Martin 916 Terre Hill Road East Earl, PA 17519	F-68-34	7Q-13-15	80.5
Edwin N. and Emma B. Martin 553 Wentzel Road East Earl, PA 17519	E-43-388 E-43-388	7Q-17-4 7Q-17-4A	49.4 17.5

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## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

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<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Harvey H. Martin 1090 Kramer Mill Road Denver, PA 17517	Z-96-326	6P-12-3	47.7
Harvey H. and Ruth W. Martin 193 Spook Lane East Earl, PA 17519	K-72-317	7Q-15-2	39.9
Ira H. and Anna M. Martin 202 Spook Lane East Earl, PA 17519	U-67-129	7Q-7-3	96.0
Ivan Z. and Ella O. Martin 1357 Kramer Mill Road Denver, PA 17517	X-48-229	6P-6-6	35.5
Jesse H. Martin c/o Refus Martin 1123 Woodlyn Drive Denver, PA 17517	Y-96-234	6Q-10-1	32.3
John M. and Katie Martin 499 West Maple Grove Road Denver, PA 17517	M-43-205	7Q-5-2	53.5
Noah G. and Edna Z. Martin 762 Center Church Road East Earl, PA 17519	W-62-680	7Q-18-2	58.2
Paul G. and Anna Z. Martin 1241 Muddy Creek Road Denver, PA 17517	Q-74-477	6P-6-8	50.0
Rufus Z. and Lydia M. Martin 1105 Kramer Mill Road Denver, PA 17517	U-47-6	6P-7-6	64.1
Weaver W. and Kathryn M. Martin 458 Stavers Road Reinholds, PA 17569	L-56-20	5Q-2-4	14.0
William Z. and Arlene S. Martin 718 Stone Hill Road Denver, PA 17517	G-46-408	5Q-9-8	75.5
Roy R. and Catherine S. Messner 355 Pleasant Valley Road East Earl, PA 17519	Q-53-56 T-82-385 G-46-389	7Q-5-4 7Q-6-4 7Q-14-6	35.0 26.7 52.1

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## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

Page 9

<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Enos G. and Anna G. Musser 423 Panorama Drive Denver, PA 17517	B-57-232	5Q-10-20	36.7
John A. and Anne L. Nolt 492 Stavers Road Reinholds, PA 17569	N-94-656	5Q-2-5	33.2
Ivan W. and Lavina E. Redcay 825 Lauschtown Road Denver, PA 17517	B-91-136	6P-8-1	102.1
Aaron B. and Mary N. Reiff 478 Weaverland Valley Road East Earl, PA 17519	W-61-244	6R-6-3	81.0
Amos K. and Esther O. Ringler 301 Laurel Road East Earl, PA 17519	Y-65-603	7R-8-2	41.1
Christian M. and Virginia W. Rissler 1122 Woodlyn Drive Denver, PA 17517	2567-383	6Q-11-9	20.5
Ivan and Erma S. Rissler R.D. 2, Box 2525 Mohnton, PA 19540	2312-237	5Q-6-4	73.7
Adam M. and Lena E. Sauder 1649 Dry Tavern Road Denver, PA 17517	P-60-465	5Q-5-9	47.2
Melvin K. and Sarah H. Sauder R.D. 1 East Earl, PA 17519	R-92-641	7Q-6-3	65.4
Robert L. and Sandra L. Schnader 420 Stavers Road Reinholds, PA 17569	L-53-32	5Q-7-3A	48.3
William A. and Edna Schonour Mary Ann Schonour 1346 Dry Tavern Road Denver, PA 17517	Q-64-117 P-57-221 P-57-218	6Q-2-3 6Q-6-6 6Q-7-1	14.8 24.4 48.1
Grace E. Seifrit 1133 Dry Tavern Road Denver, PA 17517	L-39-256	6Q-11-8	63.9

3156 0320

## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

Page 10

<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Aaron M. and Amanda B. Shirk 492 Laurel Road Narvon, PA 17555	C-55-405	7R-10-2	38.9
Amos B. and Lizzie B. Shirk 1228 Muddy Creek Road Denver, PA 17517	A-93-387	6P-7-8	66.6
Daniel B. and Loretta S. Shirk 1521 Kilmer Lane Denver, PA 17517	B-82-508	5P-18-1	58.7
Titus M. and Katie N. Shirk 300 East Black Creek Road East Earl, PA 17519	2752-597	7R-9-4	40.7
Raymond E. Shupp and William A. Shupp 1206 Muddy Creek Road Denver, PA 17517	O-54-590	6P-7-9	28.7
John R. Slabach 1069 Red Run Road Stevens, PA 17578	G-37-216	7P-3-1	45.8
Donald M. and Judith A. Stauffer 817 Fivepointville Road Stevens, PA 17578	2394-346	7P-9-2	10.0
Alan J. and Barbara J. Underkofler 877 Martin Church Road New Holland, PA 17557	2357-65	7P-10-5	17.2
C. Irvin and E. Ruth Weaver 1007 Dry Tavern Road Denver, PA 17517	D-71-266	4Q-4-15	24.2
Harvey M. and Anna R. Weaver, Jr. 1179 Dry Tavern Road Denver, PA 17517	I-67-224	6Q-11-7	23.2
Isaac H. and Lizzie T. Weaver R.D. 1, Box 792 New Holland, PA 17557	I-66-169	7P-10-2	51.6
John Z. and Barbara W. Weaver 889 South Muddy Creek Road Stevens, PA 17578	2080-515 C-62-1009	7P-8-2 7P-10-4	40.7 86.3

3156 0321

## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

Page 11

<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Mae S. Weaver R.D. 2, Box 575 Mohnton, PA 19540	P-72-105	5R-1-29	11.6
Aaron I. and Susan Weinhold 253 East Black Creek Road East Earl, PA 17519	S-89-226	7R-8-5	15.2
Joseph M. and Mary W. Wenger 342 East Black Creek Road East Earl, PA 17519	Q-46-595	7R-9-5	75.9
Donald and Magdalene Wenrich R.D. 2, Box 663 Mohnton, PA 19540	Z-62-41	5Q-7-17	11.1
Harold A. and Pauline A. Wentzel 322 Linden Street East Earl, PA 17519	Z-87-261	7Q-13-9	76.8
Lloyd K. and Esther L. Wise 1310 Muddy Creek Road Denver, PA 17517	C-92-449	6P-6-7	87.6
Youndt Brothers 627 Fivepointville Road Denver, PA 17517	U-81-466	7Q-8-10	21.1
Dorothy R. Zerbe, Helen L. Zerbe, and Anna R. Good 2499 Zerbe Road Narvon, PA 17555	A-47-288	5R-1-8	38.6
John L. and Mary E. Zerbe 671 Gehman School Road Denver, PA 17517	L-45-360	5Q-9-1	19.0
Marlin R. and Patricia A. Zerbe 1488 Dry Tavern Road Denver, PA 17517	H-80-226	5Q-10-23	120.2
Raymond H. and Thelma Ziemer 1626 Dry Tavern Road Denver, PA 17517	F-44-108	5Q-5-8	22.8
Aaron W. and Edna H. Zimmerman 1300 Dry Tavern Road Denver, PA 17517	U-58-604	6Q-7-24	41.1

3156, 0322

<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Alvin M. and Ellen M. Zimmerman 496 West Maple Grove Road Denver, PA 17517	W-88-549	6Q-12-14	60.8
Amzie L. and Suzanne Zimmerman R.D. 2, Box 2524 Mohnton, PA 19540	N-56-539	5Q-7-14	55.5
Harold H. and Verna K. Zimmerman R.D. 3, Box T17 Ephrata, PA 17522	2674-377	6Q-1-6	20.4
Harvey R. and Arlene Zimmerman 1081 Oaklyn Drive Narvon, PA 17555	Q-79-414 Q-79-414	6R-6-2A 7R-2-1	14.3 45.4
Harvey S. and Ella Zimmerman 405 North Earl Street East Earl, PA 17519	L-94-528	7R-6-15	76.4
Harvey W. and Irene S. Zimmerman 211 East Black Creek Road East Earl, PA 17519	W-81-231	7R-8-6	73.4
Ivan W. and Ella Z. Zimmerman 680 South Muddy Creek Road Denver, PA 17517	P-56-812	6P-3-3	122.0
John S. and Elizabeth H. Zimmerman 931 Center Church Road East Earl, PA 17519	P-57-501	7Q-14-2	77.2
John W. and Emma F. Zimmerman 884 Center Church Road East Earl, PA 17519	R-68-318	7Q-15-1	31.5
Joseph M. and Anna Zimmerman 698 Wide Hollow Road East Earl, PA 17519	U-58-876	7Q-13-3	40.2
Leon N. and Vera M. Zimmerman 898 Fivepointsville Road Stevens, PA 17578	C-96-308	7P-4-4A	27.1
Marvin W. and Esther R. Zimmerman 1354 Woodlyn Drive Denver, PA 17517	Q-53-730	6Q-6-1	70.8

## BRECKNOCK TOWNSHIP - LANCASTER COUNTY

Page 13

<u>Name and Address</u>	<u>Deed No.</u>	<u>Plat No.</u>	<u>Acres</u>
Melvin R. and Katie L. Zimmerman 1136 Oaklyn Drive Narvon, PA 17555	L-94-537	6R-10-1	29.4
Melvin W. and Lucy B. Zimmerman 587 Wentzel Road East Earl, PA 17519	W-76-589	7Q-17-3	36.6
Raymond S. and Elizabeth H. Zimmerman 1220 Muddy Creek Road Denver, PA 17517	W-64-682	6P-7-10	13.9

3156 0324

# LANCASTER COUNTY

## LANCASTER COUNTY PLANNING COMMISSION

COUNTY COMMISSIONERS  
PAUL THIBAUT, Chairman  
HOWARD "PETE" SHAUB, Vice-Chairman  
RON FORD

50 NORTH DUKE STREET  
PO BOX 83480  
LANCASTER, PA 17608-3480  
TELEPHONE: 717-299-8333  
FAX: 717-295-3659  
RONALD T. BAILEY  
Executive Director

5218-43  
RECORDER OF DEEDS COPY  
FILE COPY

9 October 2003  
02LP

Ms. Carol L. Martin, Secretary  
Brecknock Township Supervisors  
1026 Dry Tavern Road  
Denver, PA 17517



5266992  
Page: 1 of 3  
11/13/2003 02:13PM

Re: Notice of the Lancaster County Planning Commission's  
Receipt of a Lot Centerline Separation  
LCPC File #: 03-94

Dear Ms. Martin:

The application as identified below was received by the Lancaster County Planning Commission on 11 September 2003.

Plan Name: Stewart B. Kean  
Municipality: Brecknock Township  
Project Location: At the Intersection of Reading Road, Von Neida Street and Pleasant Valley Road.

Plan File #: 03-05-02  
Plan Date: 15 July 2003  
Proposed Use: Residential and Agriculture  
Number of Lots/Units: 2/2  
Total Acreage: 27.220

This Document Recorded  
11/13/2003  
02:13PM  
Doc Code: 02

Lancaster County, Recorder of Deeds Office

Doc Id: 5266992  
Receipt #: 288227  
Rec Fee: 15.00

Property Owner: Historic Preservation Trust of Lancaster County  
Address: 123 North Prince Street, Lancaster, PA 17602

Please forward your comments at your earliest convenience. This plan will expire in ninety (90) days (i.e. by 10 December 2003).

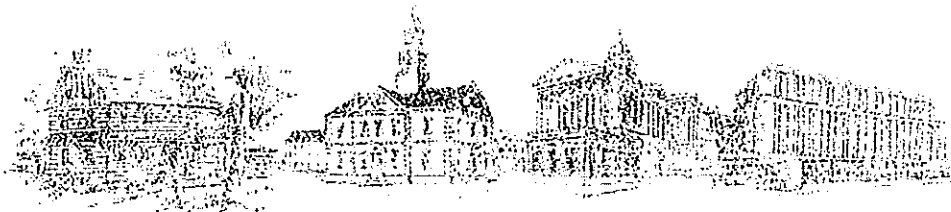
Sincerely,

*James R. Cowhey*  
James R. Cowhey  
Director for Community Planning/  
Chief Land Planner

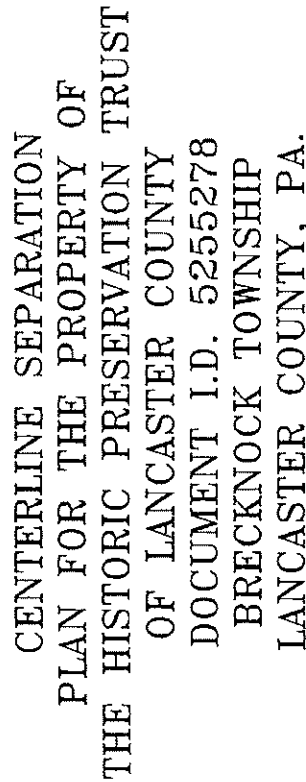
IRC/aes

Copy: Harry Lehman, Brecknock Township Planning Commission Secretary  
Blair W. Fisher, Fuchrer Associates  
Historic Preservation Trust of Lancaster County, Landowner

F:\SHARE-PC\COMMUNPL\SCHEDULE.LTR\Centerline Separation - 03-94.doc



LANCASTER COUNTY • ESTABLISHED 1729

[illegible][illegible][illegible]


26-102



0.05	0.10	0.15	0.20	0.25	0.30	0.35	0.40	0.45	0.50	0.55	0.60	0.65	0.70	0.75	0.80	0.85	0.90	0.95	1.00
0.05	0.10	0.15	0.20	0.25	0.30	0.35	0.40	0.45	0.50	0.55	0.60	0.65	0.70	0.75	0.80	0.85	0.90	0.95	1.00

SOURCE: CENTERLINE SEPARATION  
PLAN FOR THE PROPERTY OF  
THE HISTORIC PRESERVATION TRUST  
OF LANCASTER COUNTY  
DOCUMENT ID. 6266278  
BRECINOCK TOWNSHIP  
LANCASTER COUNTY, PA.

THE HISTORIC PRESERVATION  
TRUST OF LANCASTER COUNTY  
123 NORTH PRINCE STREET  
LANCASTER, PA. 17603  
(717) 382-2563



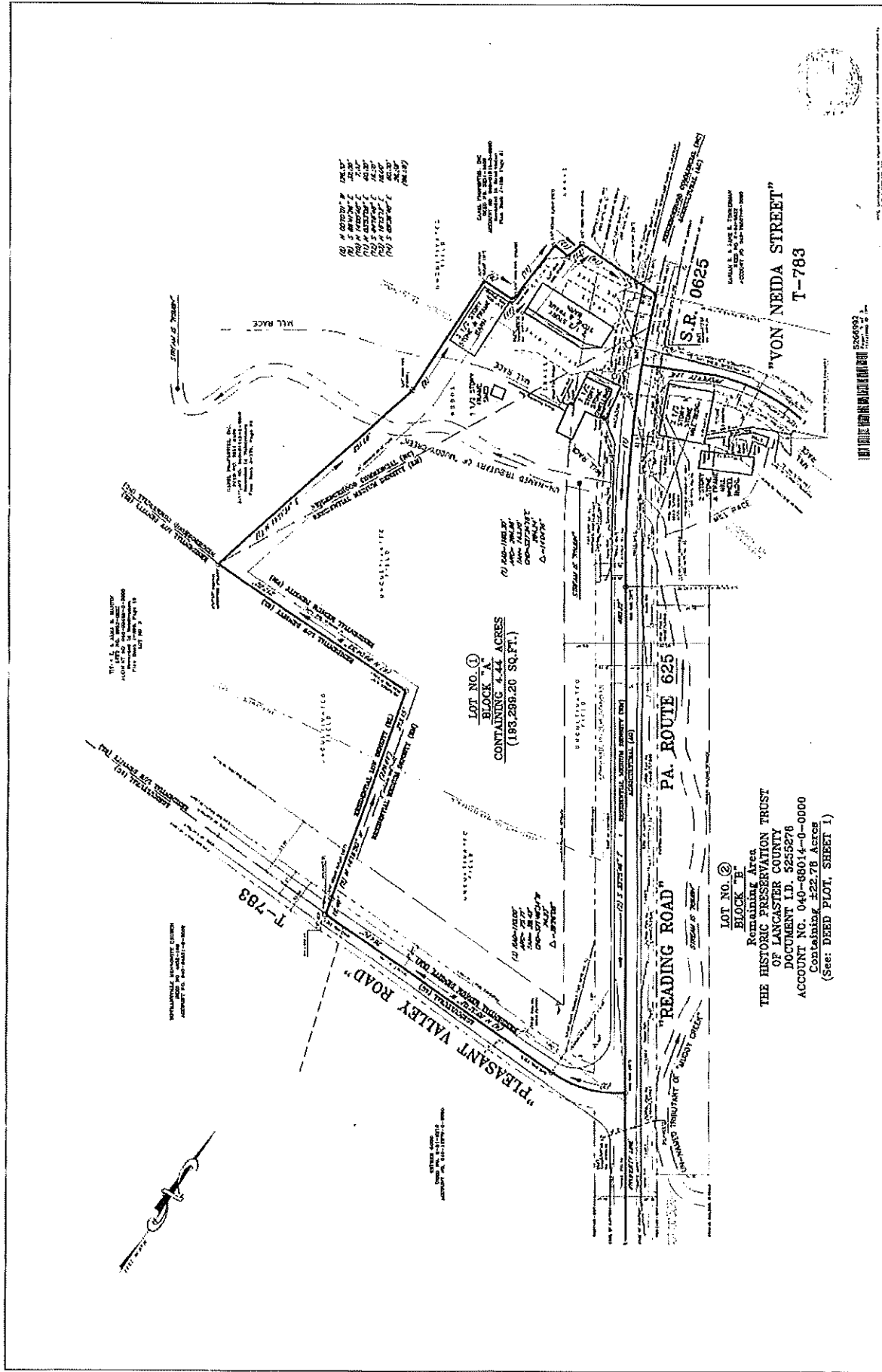
**FUEHRER  
ASSOCIATES  
ENGINEERING & SURVEYING**

1000 W. 10th St., Suite 100, Anchorage, AK 99501  
 Phone: (907) 562-1111 Fax: (907) 562-1112  
 E-mail: [info@fuehrer.com](mailto:info@fuehrer.com) Website: [www.fuehrer.com](http://www.fuehrer.com)

single point in time. As such, we found that the rate of the decline in institutional portfolio liquidation was not significantly different from zero. However, the rate of decline in institutional portfolio liquidation was significantly different from zero for the period of 2000-2001, which is consistent with the findings of prior studies.

[illegible]

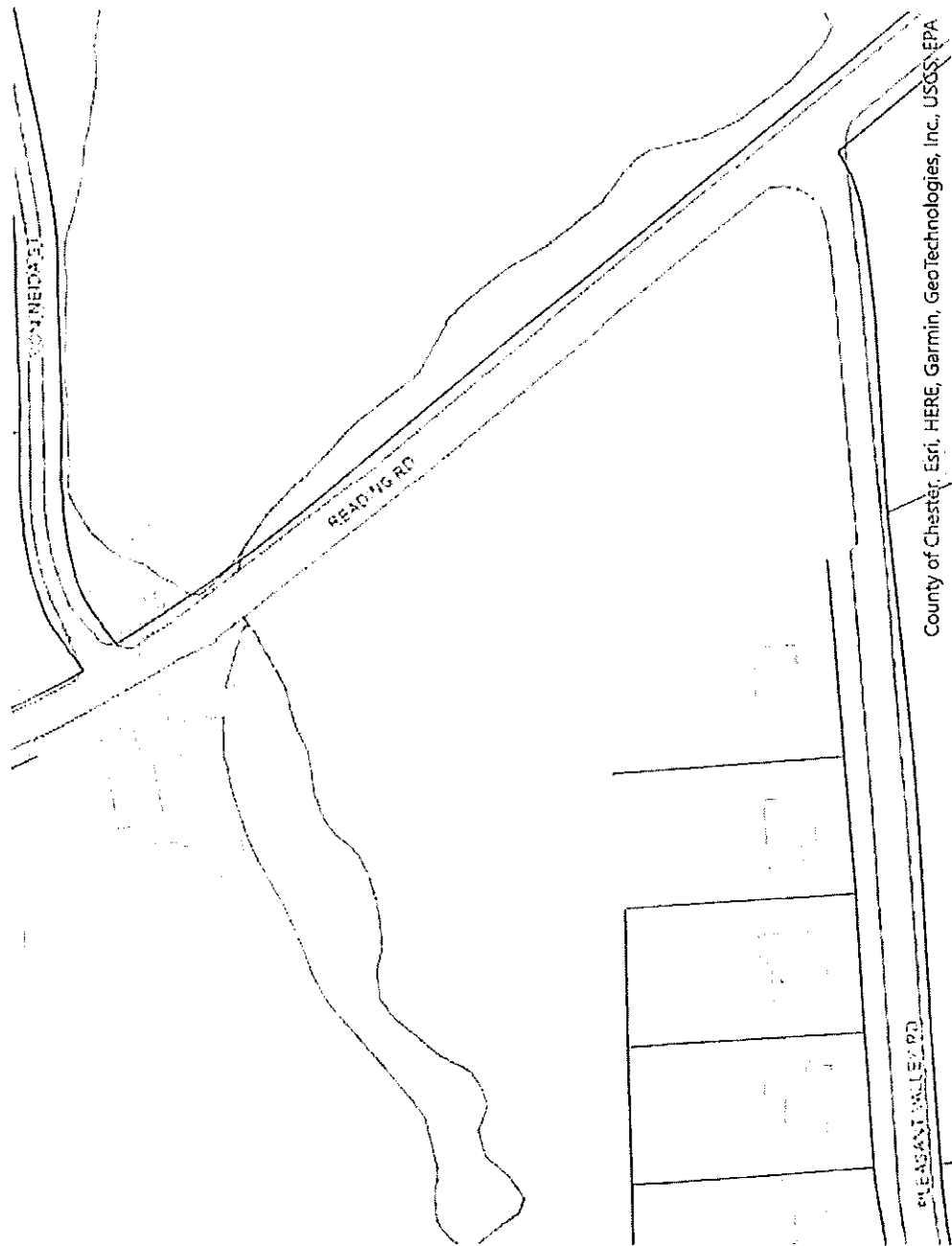
LC # 03-99 JPB:43 M-122



<p><b>THE HISTORIC PRESERVATION TRUST</b> 123 NORTH PRINCE STREET LANCASTER, PA. 17603 (717) 392-6505</p>		<p><b>FUEHRER ASSOCIATES</b> ENGINEERING &amp; SURVEYING BOX 541, 340 WEST MAIN ST., EMERYVALE, PA. 17522</p>	
<p><b>CLIENT:</b> THE HISTORIC PRESERVATION TRUST 123 NORTH PRINCE STREET LANCASTER, PA. 17603 (717) 392-6505</p>		<p><b>PROJECT:</b> CONTRAST REPARATION PLAN FOR THE PROPERTY OF THE HISTORIC PRESERVATION TRUST OF LANCASTER COUNTY DOCUMENT ID: 5255278 ACCOUNT NO. 040-65014-0-0000 Containing 422.78 Acres (See: DEED PLOT, SHEET 1)</p>	
<p><b>DATE:</b> 11/14/03 <b>BY:</b> J. H. FUEHRER <b>SCALE:</b> 1" = 100'</p>		<p><b>DATE:</b> 11/14/03 <b>BY:</b> J. H. FUEHRER <b>SCALE:</b> 1" = 100'</p>	

06/11-B-96-48 11/14/03





County of Chester, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA

Jeffrey A. Bomberger  
108 Bentley Lane  
Lancaster, PA 17603  
Cell: (717) 615-5930  
Fax: 717-399-9784

[jbomberger@realtysettlement.com](mailto:jbomberger@realtysettlement.com)

*We did Settlement  
in April. ~~OK~~  
This search ok or  
do you want an  
update?  
S.*

APPLICANT: Glick, Goodley, Deibler & Fanning, LLP 20916.03401  
JAB-15545  
Cover Date: 3/16/25

CERTIFICATE OF INFORMATION as compiled from the indices of the public records of Lancaster County as to the condition of title to premises as described in Schedule "A".

1. Recorded Title vested in: Jo Beth Jarrett & Anthony Jarrett a/k/a Anthony L. Jarrett

2. Purchaser: Steven Green

3. Short description of Schedule "A": 1145 Reading Road  
Brecknock Township  
Lancaster County, PA

4. Mortgages:

\$242,000.00- Jo Beth Jarrett & Anthony L. Jarrett a/k/a Anthony Jarrett to Navy Federal Credit Union,  
dated 4/8/08 and rec. 4/21/08 in Instrument No. 5699669.

5. Judgments/Municipal Liens: NONE

6. Tax Liens: NONE

7. Tax Claims: NONE (thru 2024)

Parcel No. 040-78939-0-0000 Land: \$116,600 Improvements: \$159,800

Total: \$278,400

Miscellaneous Title Exceptions of Record:

1. Notice of condemnation as set forth in Instrument No. 6374494.
2. Declaration of relinquishment as set forth in Instrument No. 6395078.
3. Declaration of Historic Preservation and Open-Space Conservation Easement as set forth in Instrument No. 5268545.
4. Affidavit as set forth in Record Book 3156, Page 310.
5. Subject to Plan Book J128, Page 43.
6. Public and private rights in and to Reading Road.
7. Schedule "A" same as Instrument No. 5686259.

The Search was conducted between the year 1960 to and including 3/16/25.

This certificate does not cover any issue or claim alleging, based upon, arising out of, or attributable to any oil or gas related title work or to any oil or gas interests of property interests.

Prepared by: Lincoln Land Abstract, Inc.  
Return to: Lincoln Land Abstract, Inc.  
1390 West Main Street  
Ephrata, PA 17522  
Telephone (717) 733-1296

This Document Recorded  
02/26/2008 State RTT: 3,200.00 Doc Id: 5686259  
09:30AM Local RTT: 3,200.00 Receipt #: 767837  
Doc Code: 01 Lancaster County, Recorder of Deeds Office Rec Fee: 40.00



5686259  
Page: 1 of 4  
02/26/2008 09:30AM

Parcel ID #: 040-78939-0-0000

LLA-1903-08

# DEED

Made the 25<sup>th</sup> day of February, in the year

Two Thousand Eight (2008),

**BETWEEN RYAN M. PACKER and FILOMENA C. PACKER**, husband and wife, of the Township of Brecknock, County of Lancaster and Commonwealth of Pennsylvania, hereinafter called the "Grantors",

A  
N  
D

**ANTHONY JARRETT and JO BETH JARRETT**, husband and wife, of the Township of Brecknock, County of Lancaster and Commonwealth of Pennsylvania, hereinafter called the "Grantees",

**WITNESSETH**, That in consideration of the sum of THREE HUNDRED TWENTY THOUSAND and no/100 (\$320,000.00) DOLLARS, in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs and assigns, as tenants by the entireties,

**ALL THAT CERTAIN** tract of land with a 2-1/2 Story Stone Dwelling, and two 2-1/2 Story Stone and Frame Barns erected thereon, shown as Block "A" Lot No. 1, on a Plan of Subdivision for The Historic Preservation Trust of Lancaster County, recorded in Subdivision Plan Book J-218, Page 43, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, situate along the West side of Reading Road, S.R. 0625 in the Township of Brecknock, County of Lancaster and Commonwealth of Pennsylvania, bounded and described according to a Plat of Survey by Fuehrer Associates, Ltd., Job No. 03-05-02, as follows:

**BEGINNING** at the Northeast corner thereof, at a Mag Nail, in the centerline of Reading Road, S.R. 0625, being approximately sixty-nine (69) feet North of the centerline intersection with Von Neida Street, T-783, thence in and along the centerline of Reading Road, S.R. 0625 and along land now or formerly of Harlan R. and Jane B. Zimmerman, Deed Book E, Volume 64, Page 822 and Lot No. 2 Block "B" of the referenced Subdivision, respectively,

Two hundred eighty-four and ninety-six hundredths (284.96) feet along the arc of a curve bearing to the left, having a radius of one thousand one hundred sixty and thirty hundredths (1160.30) feet, a central angle of fourteen (14) degrees, four (04) minutes, sixteen (16) seconds and a chord bearing and distance of South twenty-seven (27) degrees, thirty-four (34) minutes, eighteen (18) seconds East, two hundred eighty-four and twenty-four hundredths (284.24) feet to a Mag Nail,

1. Thence along the same and by the Lot No. 2 Block "B" of the referenced Subdivision, South thirty-three (33) degrees, twenty-five (25) minutes, forty-six (46) seconds East, four hundred ninety and twenty-two hundredths (490.22) feet to a Mag Nail in the centerline intersection of said Reading Road, S.R. 0625 and Pleasant Valley Road, T-783,

2. Thence leaving Reading Road, S.R. 0625 and in and along the centerline of Pleasant Valley Road, T-783, having a right-of-way width of thirty-three and zero hundredths (33.00) feet, and along land now or formerly of Esther Good, Deed Book E, Volume 51, Page 219, seventy-five and seventy-one hundredths (75.71) feet along the arc of a curve bearing to the right, having a radius of one hundred ten and zero hundredths (110.00) feet, a central angle of thirty-nine (39) degrees, twenty-six (26) minutes, eight (08) seconds and a chord bearing and distance of South Seventy-one (71) degrees, forty-six (46) minutes thirty-four (34) seconds West, seventy-four and twenty-three hundredths (74.23) feet to a Mag Nail,

3. Thence by the same, and by Bowmansville Mennonite Church, Deed Book 4832, page 166, respectively, North eighty-eight (88) degrees, thirty-two (32) minutes, two (02) seconds West, two hundred sixty-four and sixty hundredths (264.60) feet to a Mag Nail,

4. Thence leaving Pleasant Valley Road, T-783, and by lands now or formerly of Titus Z. and Alma H. Martin, Deed Book 6952, page 0232, North fourteen (14) degrees, sixteen (16) minutes, fifty (50) seconds West, sixteen and forty-six hundredths (16.46) feet to a 3/4 " Rebar with Cap, thence two hundred thirteen and fifteen hundredths (213.15) feet to a 5/8" Iron Pin (disturbed), making a total distance of two hundred twenty-nine and sixty-one hundredths (229.61) feet,

5. Thence by the same, North eighty-nine (89) degrees, four (04) minutes, fifty-nine (59) seconds West, two hundred seventeen and two hundredths (217.02) feet to a 4" x 7" x 3" Pointed Sandstone,

6. Thence by lands now or formerly of Gabel Properties, Inc., Deed Book 3251, Page 0409, the eight following courses and distances; North fourteen (14) degrees, eleven (11) minutes thirty-four (34) seconds East, two hundred fifty-one and eight hundredths (251.08) feet to a 3/4 " Iron Pipe,

7. North zero (00) degrees ten (10) minutes one (01) second West, one hundred twenty-six and fifty-two hundredths (126.52) feet to a 3/4" Rebar with Cap,

8. South eighty-nine (89) degrees, forty-one (41) minutes, twenty-six (26) seconds East, thirty-two and zero hundredths (32.00) feet to a 3/4" Iron Pipe,

9. North fourteen (14) degrees, five (05) minutes, forty-eight (48) seconds East, seven and seven hundredths (7.07) feet to a 3/4" Iron Pipe,

10. North three (03) degrees, fifty-three (53) minutes, eight (08) seconds East, sixty and zero hundredths (60.00) feet to a 3/4" Rebar with Cap,

11. South eighty-four (84) degrees, sixteen (16) minutes, forty-eight (48) seconds East, sixteen and fifty hundredths (16.50) feet to a 3/4" Iron Pipe,

12. North sixteen (16) degrees, fifteen (15) minutes, twelve (12) seconds East, eighteen and zero hundredths (18.00) feet to a 3/4" Iron Pipe, 13. South eighty-nine (89) degrees, thirty-six (36) minutes, forty-eight (48) seconds East, sixty and zero hundredths (60.00) feet to a 3/4" Rebar, thence twenty-six and fifty-eight hundredths (26.58) feet, making a total distance of eighty-six and fifty-eight hundredths (86.58) feet to the place of **BEGINNING**.

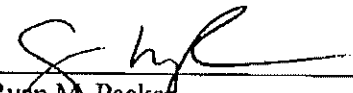
**BEING THE SAME PREMISES** which The Historic Preservation Trust of Lancaster County, a Non-Profit Corporation, by Deed dated November 14, 2003 and recorded November 18, 2003 in Lancaster County Recorder of Deeds Office at Instrument No. 5268546, granted and conveyed unto Ryan M. Packer and Filomena C. Packer, husband and wife, their heirs and assigns, Grantors herein.

**UNDER AND SUBJECT TO** a Declaration of Historic Preservation and Open-Space Conservation Easement dated November 13, 2003, executed by the Historic Preservation Trust of Lancaster County, recorded November 18, 2003 at Instrument No. 5268545.

**AND** the said Grantors do hereby **SPECIALLY WARRANT** the property hereby conveyed.

**IN WITNESS WHEREOF**, said Grantors have hereunto set their hands and seals the day and year first above written.

**Signed, Sealed and Delivered  
in the Presence of:**

  
\_\_\_\_\_(SEAL)  
Ryan M. Packer

  
\_\_\_\_\_(SEAL)  
Filomena C. Packer

COMMONWEALTH OF PENNSYLVANIA )

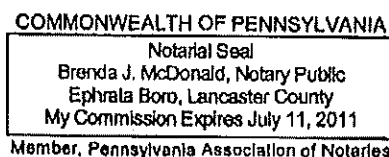
SS:

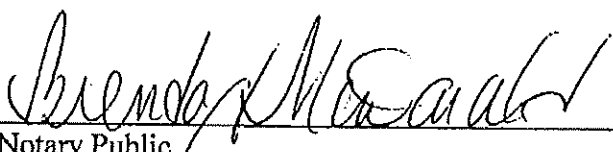
COUNTY OF LANCASTER )

ON THIS, the 15<sup>th</sup> day of February, 2008, before me, a Notary Public, the undersigned officer, personally appeared RYAN M. PACKER and FILOMENA C. PACKER, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


My Commission Expires:



  
\_\_\_\_\_  
Notary Public

I HEREBY CERTIFY that the precise address of the Grantees herein is:

1145 Reading Road  
Narvon, PA 17555

  
\_\_\_\_\_  
Larry H. Maier, Esq., Agent for Grantees

Prepared By:  
Cheryl Williamson  
Navy Federal Credit Union  
P.O. Box 3327

Return to:  
Atapol, Inc.  
700 5<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Pittsburgh PA 15219

(2)  
489350

This Document Recorded  
04/21/2008  
11:14AM  
Doc Code: 99

Lancaster County, Recorder of Deeds Office

Doc Id: 5699669  
Receipt #: 784873  
Rec Fee: 66.00



5699669  
Page: 1 of 12  
04/21/2008 11:14AM

Parcel I.D. No. 040-78939-0-0000

Premises:  
1145 READING ROAD, NARVON, PA  
17555-9488

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 08, 2008 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: \* ANTHONY L JARRETT and JOBETH JARRETT, HUSBAND AND WIFE  
1145 READING RD, NARVON, PA 17555-9488

\* ALSO KNOWN OF RECORD AS ANTHONY JARRETT

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Navy Federal Credit Union, which is organized and existing under the laws of the U.S. Government (12USC1751), and whose address is P.O. Box 3327, Merrifield, Virginia 22119-3327.

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

### PENNSYLVANIA HOME EQUITY LINE OF CREDIT - MORTGAGE

© 1994 Wolters Kluwer Financial Services - Bankers Systems™ Form OCP-REMTG-PA 9/8/2005  
1063203 (09-05)

Page 1 of 9

LOAN #: 8015855268



The property is located in LANCASTER at 1145 READING ROAD  
(County)  
, NARVON , Pennsylvania  
(Address) (City)  
17555-9488 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 242,000.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
  - A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*  
  
HOME EQUITY LINE TRUTH IN LENDING AND AGREEMENT DATED 4/8/2008  
IN THE AMOUNT OF \$242,000.00 PAYABLE TO NAVY FEDERAL CREDIT  
UNION.
  - B. All future advances from Lender to Mortgagor executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
  - C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

21. ☐ **PURCHASE MONEY.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
22. ☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**
23. ☐ **ADDITIONAL TERMS.**

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Witness)

*Anthony L Jarrett by Keith Cotham for*  
*NFRES, LLC as attorney in fact*  
 \* ANTHONY L. JARRETT, ALSO KNOWN OF  
~~RE~~ Record as Anthony Jarrett

(Witness)

*Jobeth Jarrett by Keith Cotham for*  
*NFRES, LLC as attorney in fact*  
 JOBETH JARRETT

By:

*Anthony Jarrett by Keith Cotham for*  
*NFRES, LLC as attorney in fact*  
 \* ANTHONY JARRETT

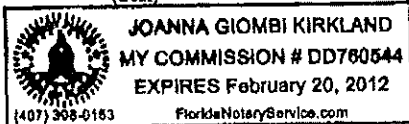
ACKNOWLEDGMENT:  
COMMONWEALTH OF

FLORIDA, COUNTY OF Escambia } ss.  
On this, the 10<sup>th</sup> day of April 2008, before me Anthony L. Jarrett and  
John Jarrett, the undersigned officer, personally appeared BY: Keith Conway for NRES,  
LLC AS ATTORNEY-IN-FACT BY: Keith Conway for NRES, LLC AS ATTORNEY  
IN FACT \* ALSO KNOWN AT READ AS ANTHONY JARRETT  
known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within  
instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: 02/20/2012

(Seal)



Joanna Giombi Kirkland  
Notary Public  
Title of Officer

It is hereby certified that the address of the Lender within named is:

P.O. Box 3327, MERRIFIELD, VIRGINIA 22119

ACKNOWLEDGMENT:  
COMMONWEALTH OF

, COUNTY OF } ss.  
On this, the day of , before me  
, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within  
instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

(Seal)

\_\_\_\_\_  
Title of Officer

It is hereby certified that the address of the Lender within named is:

P.O. Box 3327, MERRIFIELD, VIRGINIA 22119

## OPTION TO CONVERT TO A FIXED EQUITY LOAN RIDER

THIS OPTION TO CONVERT TO A FIXED EQUITY LOAN RIDER is made this 8th of April 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Home Equity Line Truth-in-Lending and Agreement to Navy Federal Credit Union ("Lender") covering the Property described in the Security Instrument and located at:

1145 READING ROAD, NARVON, PA 17555-9488

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. OPTION TO CONVERT TO A FIXED EQUITY LOAN**

The Home Equity Truth-in-Lending and Agreement provides for the option for Borrower to convert to a fixed equity loan as follows:

**1. OPTION TO CONVERT TO A FIXED EQUITY LOAN**

Borrower has agreed to pay according to the loan terms as listed in the Home Equity Line Truth-in-Lending and Agreement. However, unless Borrower is in default or this addendum will not permit it, Borrower has the option to convert their Home Equity Line to the rate and terms of a Fixed Equity Loan. Certain conditions must be met prior to exercising the Option to Convert. Those conditions are: (i) Borrower must give the Lender notice that they want to convert; (ii) at time of conversion Borrower must not be in default, in the Promotional Rate Period or in a Repayment Period under the Home Equity Line Truth-in-Lending and Agreement or the Security Instrument and the loan must be greater than six months old; (iii) by a date specified by the Lender, Borrower must pay the Lender a conversion fee of U.S. \$150; (iv) Borrower must sign and give the Lender any documents the Lender requires to effect the conversion, and (v) the loan must meet other loan qualifications as set forth by the Lender. The rate and terms will be those in effect for the 6 to 20 year Fixed Equity Loan, based on the loans original loan-to-value, at the time the Option to Convert is exercised. Upon Borrower exercising the Option to Convert, the Lender will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal Borrower is expected to owe upon the conversion in full on the Maturity Date at the new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment. Beginning the Borrower's first monthly payment after the Option to Convert has been exercised; Borrower will pay the new amount as the monthly payment until the Maturity Date.

THIS RIDER DOES NOT CONSTITUTE YOUR NOTICE TO CONVERT. THIS IS NOT A MODIFICATION AGREEMENT.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Option to Convert to a Fixed Equity Loan Rider.

Anthony L Jarrett by Keith Cochran  
for NFRES, LLC as attorney in fact  
ANTHONY L JARRETT  
By:

Jobeth L Jarrett by Keith Cochran  
for NFRES, LLC as attorney in fact  
JOBETH JARRETT  
By:

## Schedule A Legal Description

**ALL THAT CERTAIN** tract of land with a 2-1/2 Story Stone Dwelling, and two 2-1/2 Story Stone and Frame Barns erected thereon, shown as Block "A" Lot No. 1, on a Plan of Subdivision for The Historic Preservation Trust of Lancaster County, recorded in Subdivision Plan Book J-218, Page 43, in the Office for the Recording of Deeds in and for Lancaster County, Pennsylvania, situate along the West side of Reading Road, S.R. 0625 in the Township of Brecknock, County of Lancaster and Commonwealth of Pennsylvania, bounded and described according to a Plat of Survey by Fuehrer Associates, Ltd., Job No. 03-05-02, as follows:

**BEGINNING** at the Northeast corner thereof, at a Mag Nail, in the centerline of Reading Road, S.R. 0625, being approximately sixty-nine (69) feet North of the centerline intersection with Von Neida Street, T-783, thence in and along the centerline of Reading Road, S.R. 0625 and along land now or formerly of Harlan R. and Jane B. Zimmerman, Deed Book E, Volume 64, Page 822 and Lot No. 2 Block "B" of the referenced Subdivision, respectively,

Two hundred eighty-four and ninety-six hundredths (284.96) feet along the arc of a curve bearing to the left, having a radius of one thousand one hundred sixty and thirty hundredths (1160.30) feet, a central angle of fourteen (14) degrees, four (04) minutes, sixteen (16) seconds and a chord bearing and distance of South twenty-seven (27) degrees, thirty-four (34) minutes, eighteen (18) seconds East, two hundred eighty-four and twenty-four hundredths (284.24) feet to a Mag Nail,

1. Thence along the same and by the Lot No. 2 Block "B" of the referenced Subdivision, South thirty-three (33) degrees, twenty-five (25) minutes, forty-six (46) seconds East, four hundred ninety and twenty-two hundredths (490.22) feet to a Mag Nail in the centerline intersection of said Reading Road, S.R. 0625 and Pleasant Valley Road, T-783,

2. Thence leaving Reading Road, S.R. 0625 and in and along the centerline of Pleasant Valley Road, T-783, having a right-of-way width of thirty-three and zero hundredths (33.00) feet, and along land now or formerly of Esther Good, Deed Book E, Volume 51, Page 219, seventy-five and seventy-one hundredths (75.71) feet along the arc of a curve bearing to the right, having a radius of one hundred ten and zero hundredths (110.00) feet, a central angle of thirty-nine (39) degrees, twenty-six (26) minutes, eight (08) seconds and a chord bearing and distance of South Seventy-one (71) degrees, forty-six (46) minutes thirty-four (34) seconds West, seventy-four and twenty-three hundredths (74.23) feet to a Mag Nail,

3. Thence by the same, and by Bowmansville Mennonite Church, Deed Book 4832, page 166, respectively, North eighty-eight (88) degrees, thirty-two (32) minutes, two (02) seconds West, two hundred sixty-four and sixty hundredths (264.60) feet to a Mag Nail,

4. Thence leaving Pleasant Valley Road, T-783, and by lands now or formerly of Titus Z. and Alma H. Martin, Deed Book 6952, page 0232, North fourteen (14) degrees, sixteen (16) minutes, fifty (50) seconds West, sixteen and forty-six hundredths (16.46) feet to a 3/4 " Rebar with Cap, thence two hundred thirteen and fifteen hundredths (213.15) feet to a 5/8" Iron Pin (disturbed), making a total distance of two hundred twenty-nine and sixty-one hundredths (229.61) feet,

5. Thence by the same, North eighty-nine (89) degrees, four (04) minutes, fifty-nine (59) seconds West, two hundred seventeen and two hundredths (217.02) feet to a 4" x 7" x 3" Pointed Sandstone,

6. Thence by lands now or formerly of Gabel Properties, Inc., Deed Book 3251, Page 0409, the eight following courses and distances; North fourteen (14) degrees, eleven (11) minutes thirty-four (34) seconds East, two hundred fifty-one and eight hundredths (251.08) feet to a 3/4" Iron Pipe,

7. North zero (00) degrees ten (10) minutes one (01) second West, one hundred twenty-six and fifty-two hundredths (126.52) feet to a 3/4" Rebar with Cap,

8. South eighty-nine (89) degrees, forty-one (41) minutes, twenty-six (26) seconds East, thirty-two and zero hundredths (32.00) feet to a 3/4" Iron Pipe,

9. North fourteen (14) degrees, five (05) minutes, forty-eight (48) seconds East, seven and seven hundredths (7.07) feet to a 3/4" Iron Pipe,

10. North three (03) degrees, fifty-three (53) minutes, eight (08) seconds East, sixty and zero hundredths (60.00) feet to a 3/4" Rebar with Cap,

11. South eighty-four (84) degrees, sixteen (16) minutes, forty-eight (48) seconds East, sixteen and fifty hundredths (16.50) feet to a 3/4" Iron Pipe,

12. North sixteen (16) degrees, fifteen (15) minutes, twelve (12) seconds East, eighteen and zero hundredths (18.00) feet to a 3/4" Iron Pipe, 13. South eighty-nine (89) degrees, thirty-six (36) minutes, forty-eight (48) seconds East, sixty and zero hundredths (60.00) feet to a 3/4" Rebar, thence twenty-six and fifty-eight hundredths (26.58) feet, making a total distance of eighty-six and fifty-eight hundredths (86.58) feet to the place of **BEGINNING**.

**BEING THE SAME PREMISES** which The Historic Preservation Trust of Lancaster County, a Non-Profit Corporation, by Deed dated November 14, 2003 and recorded November 18, 2003 in Lancaster County Recorder of Deeds Office at Instrument No. 5268546, granted and conveyed unto Ryan M. Packer and Filomena C. Packer, husband and wife, their heirs and assigns, Grantors herein.

**UNDER AND SUBJECT TO** a Declaration of Historic Preservation and Open-Space Conservation Easement dated November 13, 2003, executed by the Historic Preservation Trust of Lancaster County, recorded November 18, 2003 at Instrument No. 5268545.

Tax ID: 040-78939-0-0000  
Loan# 8015855268

**040-78939-0-00000**

**Billing & Collection info for this District is not available for display. Please contact the following person or office:**

Rachel M Long, Brecknock Twp Tax Collector  
157 Boulder Hill Road  
Mohnton, PA 19540  
(717) 445-4206

**Delinquent Taxes**

**NOT A CERTIFIED COPY - FOR INFORMATIONAL PURPOSES ONLY**

**Tax Year Due Paid Total Due**

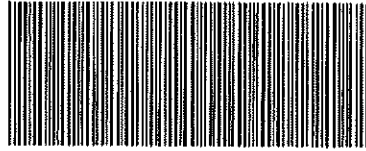
**Lancaster County**

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



INSTRUMENT # : 6374494

RECORDED DATE: 12/27/2017 10:08:54 AM



3922176-0018W

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

Page 1 of 4

**Document Type:** DECLARATION OF TAKING  
(EMINENT DOMAIN)

**Transaction Reference:****Document Reference:****RETURN TO:** (Email)**Transaction #:**

3784176 - 1 Doc(s)

**Document Page Count:**

3

**Operator Id:**

macrinam

**SUBMITTED BY:****\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

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

RECORDING FEE: DECLARATION OF TAKING (EMINENT DOMAIN)	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
<b>Total:</b>	<b>\$18.50</b>

INSTRUMENT # : 6374494

RECORDED DATE: 12/27/2017 10:08:54 AM

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



Bonnie L. Bowman  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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

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

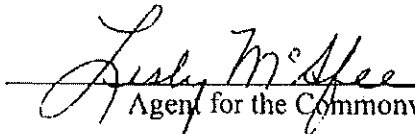


IN THE COURT OF COMMON PLEAS OF  
LANCASTER COUNTY, PENNSYLVANIAIN RE: CONDEMNATION BY  
THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
TRANSPORTATION, OF RIGHT-OF-WAY  
FOR STATE ROUTE 0625, SECTION 000,  
IN THE TOWNSHIP OF BRECKNOCK

NO. 17-10928

EMINENT DOMAIN PROCEEDING  
IN REMNOTICE OF CONDEMNATION

NOTICE IS HEREBY GIVEN that the Secretary of Transportation of the Commonwealth of Pennsylvania on *December 27, 2017*, filed a Declaration of Taking in the above named Court to the above term and number in an action to condemn the property or properties identified on the Schedule of Property Condemned attached hereto and made a part hereof, as shown on the plans recorded at the location stated on the said Schedule. The name or names of those having property interests condemned, as well as those displaced, are also contained on the said Schedule.

  
Agent for the Commonwealth

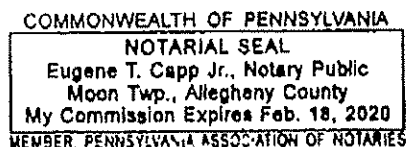
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lancaster : SS  
:

On this, the 27<sup>TH</sup> day of December, 2017, before me, a Notary Public,  
the undersigned officer, personally appeared Lesly McAfee,  
known to me to be the person whose name is subscribed to the within instrument, and  
acknowledged that he/she is authorized to execute this instrument on behalf of the Commonwealth  
of Pennsylvania, Department of Transportation, and that he/she has executed the same for the  
purpose therein contained.

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

Eugene T. Capp Jr.  
Notary Public

My commission expires:



Upon recording, please mail to:  
Pennsylvania Department of Transportation  
Utilities and Right-of-Way Section  
P. O. Box 3362  
Harrisburg PA 17105-3362

**SCHEDULE OF PROPERTY CONDEMNED**  
(Declaration of Taking)



ROW OFFICE PROJ. NO	080592
COUNTY	LANCASTER
S R. - SECTION	0625-000
MUNICIPALITY	BRECKNOCK

<b>*TYPE OF TAKE</b>
PT- Partial Take
TT- Total Take

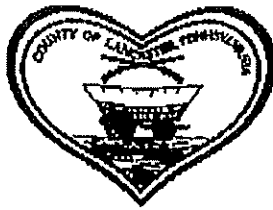
<b>**TYPE OF DESCRIPTION</b>
D- Deed Description
P- Plan lodged for recording with Notice of Condemnation
R- Plan now recorded in Recorder's Office

Parcel No.	Claim Number	Type of Take	Name, Property Interest of Condemnees, Mailing Address, and Location of Condemned Property	Attached Exhibit Number (if any)	Type of Description	Plan (if any) Recorded in
2	3600847000	PT	Ronald E. Funk & Nancy C. Bell 136 Von Neida St Narvon, PA 17555-9354  Location of Property Condemned: Inst. 5364210  Tax Parcel No.: 040-68014-0-0000		R	Inst# 2017-0032-V, Sheet 3
	3600847001		The Historic Preservation Trust of Lancaster County (Easement Holder) Brian Bisignani, Secretary 123 North Prince St. Lancaster, PA 17603-3525  AS THEIR INTERESTS MAY APPEAR			
4	3600848000	PT	Anthony Jarrett & Jo Beth Jarrett, H/W 1145 Reading Rd Narvon, PA 17555-9488  Location of Property Condemned: Inst. 5686259  Tax Property No.: 040-78939-0-0000		R	Inst# 2017-0032-V, Sheet 3
	3600848001		The Historic Preservation Trust of Lancaster County (Easement Holder) Brian Bisignani, Secretary 123 North Prince St. Lancaster, PA 17603-3525  AS THEIR INTERESTS MAY APPEAR			

COMPLETED SCHEDULE OF PROPERTIES CONDEMNED

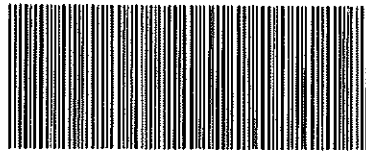
**Lancaster County**

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



INSTRUMENT # : 6395078

RECORDED DATE: 05/03/2018 10:17:51 AM



3946276-0020W

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

Page 1 of 11

**Document Type:** MISC - NON MORTGAGE**Transaction Reference:****Document Reference:****RETURN TO:** (Email)**Transaction #:**

3802882 - 1 Doc(s)

**Document Page Count:**

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**Operator Id:**

sharpej

**SUBMITTED BY:****\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

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

CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
RECORDING FEE: MISC - NON	
MORTGAGE	\$13.00
EXTRA PAGE FEE	\$12.00
<b>Total:</b>	<b>\$30.50</b>

INSTRUMENT # : 6395078

RECORDED DATE: 05/03/2018 10:17:51 AM

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



Ann M. Hess  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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

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

IN RE: CONDEMNATION BY THE  
COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
TRANSPORTATION, OF THE  
RIGHT-OF-WAY FOR STATE  
ROUTE 0625, SECTION 000, IN THE  
TOWNSHIP OF BRECKNOCK

: IN THE COURT OF COMMON PLEAS  
: LANCASTER COUNTY, PA

CLAIM NO. 3600847000  
PARCEL NO. 2

: No. 17-10928

CLAIM NO. 3600847001  
PARCEL NO. 2

CLAIM NO. 3600848000  
PARCEL NO. 4

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: EMINENT DOMAIN PROCEEDING
: IN REM
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CLAIM NO. 3600848001  
PARCEL NO. 4

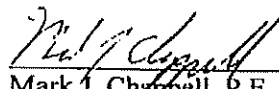
### DECLARATION OF RELINQUISHMENT

This Declaration of Relinquishment is filed on behalf of the Secretary of Transportation of the Commonwealth of Pennsylvania, as provided for in Chapter 3, Section 308 of the Eminent Domain Code, 26 Pa.C.S. §308, as amended, who respectfully represents that:

1. On December 27, 2017, the Commonwealth of Pennsylvania, Department of Transportation ("Department") filed a Declaration of Taking in the above captioned case condemning certain property owned by Ronald E. Funk and Nancy Bell; Anthony Jarrett and Jo Beth Jarrett; and The Historic Preservation Trust of Lancaster County ("Claimants").
2. The Department recorded notice of the filing of the Declaration of Taking in the Lancaster County Recorder of Deeds Office on December 27, 2017 as Instrument Number 6374494.

3. The property being relinquished hereby constitutes the entire property condemned from Parcels Number 2 and 4 in the Declaration of Taking noted above and as similarly identified on the Schedule of Property Relinquished attached hereto and made part hereof.
4. The Claimants have not tendered possession of the property to the Department.
5. The Department has not entered onto the property to be relinquished.
6. The Department has not made the payment provided for in 26 Pa.C.S. § 307(a) or (b).
7. I, Mark J. Chappell, P.E., Chief, Utilities and Right of Way Section of the Department of Transportation do affirm that I am authorized to and hereby execute this Declaration of Relinquishment on behalf of the Commonwealth of Pennsylvania, Department of Transportation and that the averments contained and set forth herein are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties provided in 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

**WHEREFORE**, the title condemned by the Declaration of Taking in the above captioned case from property owned by Ronald E. Funk and Nancy Bell; Anthony Jarrett and Jo Beth Jarrett; and The Historic Preservation Trust of Lancaster County, is hereby relinquished.

  
\_\_\_\_\_  
Mark J. Chappell, P.E., Chief  
Utilities and Right of Way Section

RW-437 (2/18)  
ModifiedPage 1 of 1**SCHEDULE OF PROPERTY RELINQUISHED**  
(Declaration of Taking)

ROW OFFICE PROJ. NO.	080592
COUNTY	Lancaster
S R - SECTION	0625-000
MUNICIPALITY	Brecknock

<b><u>"TYPE OF TAKE"</u></b>
PT- Partial Take
TT- Total Take

<b><u>"TYPE OF DESCRIPTION"</u></b>
D- Deed Description
P- Plan lodged for recording with Notice of Condemnation
R- Plan now recorded in Recorder's Office

Parcel No.	Claim Number	Type of Take	Name, Property Interest of Condemnees, Mailing Address, and Location of Condemned Property	Attached Exhibit Number (if any)	Type of Description	Plan (if any) Recorded in
2	3600847000	PT	Ronald E. Funk & Nancy C. Bell 136 Von Neida St Narvon, PA 17555-9354  Location of Property Condemned: Inst. 5364210  Tax parcel No.: 040-68014-0-0000		R	Inst# 2017-0032-V, Sheet 3
	3600847001		The Historic Preservation Trust of Lancaster County (Easement Holder) Brian Bisignani, Secretary 123 North Prince St. Lancaster, PA 17603-3525  AS THEIR INTERESTS MAY APPEAR			
4	3600848000	PT	Anthony Jarrett & Jo Beth Jarrett, H/W 1145 Reading Rd Narvon, PA 17555-9488  Location of Property Condemned: Inst. 5686259  Tax parcel No.: 040-68014-0-0000		R	Inst# 2017-0032-V, Sheet 3
	3600848001		The Historic Preservation Trust of Lancaster County (Easement Holder) Brian Bisignani, Secretary 123 North Prince St. Lancaster, PA 17603-3525  AS THEIR INTERESTS MAY APPEAR			

IN RE: CONDEMNATION BY THE  
COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
TRANSPORTATION, OF THE  
RIGHT-OF-WAY FOR STATE  
ROUTE 0625, SECTION 000, IN THE  
TOWNSHIP OF BRECKNOCK

: IN THE COURT OF COMMON PLEAS  
: LANCASTER COUNTY, PA

CLAIM NO. 3600847000  
PARCEL NO. 2

: No. 17-10928

CLAIM NO. 3600847001  
PARCEL NO. 2


CLAIM NO. 3600848000  
PARCEL NO. 4

: EMINENT DOMAIN PROCEEDING  
: IN REM

CLAIM NO. 3600848001  
PARCEL NO. 4

## NOTICE OF RELINQUISHMENT

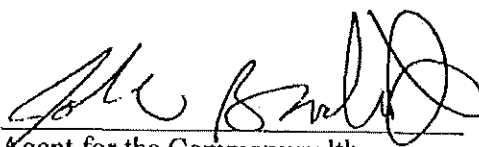
NOTICE IS HEREBY GIVEN that the Secretary of Transportation of the Commonwealth of Pennsylvania, on 3<sup>rd</sup> day of May, 2018, filed a Declaration of Relinquishment in the above captioned case, relinquishing all the title condemned by the Declaration of Taking from property owned by Ronald E. Funk and Nancy C. Bell; The Historic Preservation Trust of Lancaster County; and Anthony Jarrett and Jo Beth Jarrett. Notice of Condemnation was recorded in the Recorder's Office in Instrument No. 6374494.

  
Agent for the Commonwealth  
John L. Broduseth

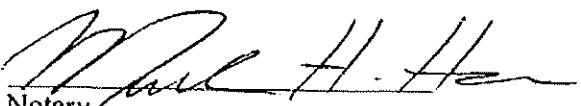


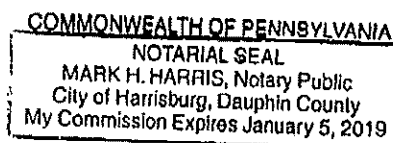
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF DAUPHIN :

Before me, the undersigned officer, personally appeared JOHN L. BRODISCH  
who being duly sworn according to law, deposes and says that he/she is authorized to and does  
make this affidavit on behalf of the Commonwealth of Pennsylvania, Department of  
Transportation, and that the averments contained and set forth in the foregoing Notice of  
Relinquishment are true and correct to the best of his/her knowledge, information and belief.

  
Agent for the Commonwealth

Sworn or affirmed and subscribed  
Before me on May 2<sup>nd</sup>, 2018

  
Notary  
My Commission Expires:



Upon recording notice, mail to:

Joshua G. Light, Esq.  
Office of Chief Counsel  
P.O. Box 8212  
Harrisburg, PA 17105-8212

RW-437 (2/18)  
ModifiedPage 1 of 1**SCHEDULE OF PROPERTY RELINQUISHED**  
(Declaration of Taking)

ROW OFFICE PROJ. NO.	080592
COUNTY	Lancaster
S R - SECTION	0625-000
MUNICIPALITY	Brecknock

<b><u>"TYPE OF TAKE"</u></b>
PT- Partial Take
TT- Total Take

<b><u>"TYPE OF DESCRIPTION"</u></b>
D- Deed Description
P- Plan lodged for recording with Notice of Condemnation
R- Plan now recorded in Recorder's Office

Parcel No.	Claim Number	Type of Take	Name, Property Interest of Condemnees, Mailing Address, and Location of Condemned Property	Attached Exhibit Number (if any)	Type of Description	Plan (if any) Recorded in
2	3600847000	PT	Ronald E. Funk & Nancy C. Bell 136 Von Neida St Narvon, PA 17555-9354  Location of Property Condemned: Inst. 5364210  Tax parcel No.: 040-68014-0-0000		R	Inst# 2017-0032-V, Sheet 3
	3600847001		The Historic Preservation Trust of Lancaster County (Easement Holder) Brian Bisignani, Secretary 123 North Prince St. Lancaster, PA 17603-3525  AS THEIR INTERESTS MAY APPEAR			
4	3600848000	PT	Anthony Jarrett & Jo Beth Jarrett, H/W 1145 Reading Rd Narvon, PA 17555-9488  Location of Property Condemned: Inst. 5686259  Tax parcel No.: 040-68014-0-0000		R	Inst# 2017-0032-V, Sheet 3
	3600848001		The Historic Preservation Trust of Lancaster County (Easement Holder) Brian Bisignani, Secretary 123 North Prince St. Lancaster, PA 17603-3525  AS THEIR INTERESTS MAY APPEAR			

IN RE: CONDEMNATION BY THE  
COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
TRANSPORTATION, OF THE  
RIGHT-OF-WAY FOR STATE  
ROUTE 0625, SECTION 000, IN THE  
TOWNSHIP OF BRECKNOCK

: IN THE COURT OF COMMON PLEAS  
: LANCASTER COUNTY, PA

CLAIM NO. 3600847000  
PARCEL NO. 2

: No. 17-10928

CLAIM NO. 3600847001  
PARCEL NO. 2

CLAIM NO. 3600848000  
PARCEL NO. 4

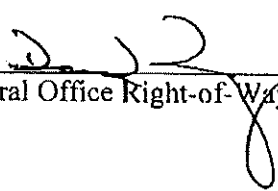
: EMINENT DOMAIN PROCEEDING  
: IN REM

CLAIM NO. 3600848001  
PARCEL NO. 4

**NOTICE TO RELINQUISHEE**  
(Relinquishment)

TO: Anthony Jarrett & Jo Beth Jarrett  
1145 Reading Road  
Narvon, PA 17555-9488

YOU ARE HEREBY NOTIFIED that the Secretary of Transportation of the Commonwealth of Pennsylvania filed a Declaration of Relinquishment in the above captioned case on \_\_\_\_\_, 2018, a copy of which is attached hereto and made a part hereof.

  
\_\_\_\_\_  
Central Office Right-of-Way Administrator

IN RE: CONDEMNATION BY THE  
COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
TRANSPORTATION, OF THE  
RIGHT-OF-WAY FOR STATE  
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PARCEL NO. 4

: EMINENT DOMAIN PROCEEDING  
: IN REM

CLAIM NO. 3600848001  
PARCEL NO. 4

**MEMORANDUM TO PROTHONOTARY**

You are hereby informed that the Notice of Relinquishment affected by the Declaration of Relinquishment filed to the above term and number on \_\_\_\_\_, 2018, was recorded in the Office of the Recorder of Deeds of the above county in \_\_\_\_\_.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY [Signature]  
Central Office Right of Way Administrator

IN RE: CONDEMNATION BY THE  
COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
TRANSPORTATION, OF THE  
RIGHT-OF-WAY FOR STATE  
ROUTE 0625, SECTION 000, IN THE  
TOWNSHIP OF BRECKNOCK

: IN THE COURT OF COMMON PLEAS  
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CLAIM NO. 3600847000  
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: EMINENT DOMAIN PROCEEDING  
: IN REM

CLAIM NO. 3600848001  
PARCEL NO. 4

**NOTICE TO RELINQUISHEE**  
(Relinquishment)

TO: Ronald E. Funk & Nancy C. Bell  
136 Von Neida St.  
Narvon, PA 17555-9354

YOU ARE HEREBY NOTIFIED that the Secretary of Transportation of the Commonwealth of Pennsylvania filed a Declaration of Relinquishment in the above captioned case on \_\_\_\_\_, 2018, a copy of which is attached hereto and made a part hereof.

Central Office Right-of-Way Administrator

IN RE: CONDEMNATION BY THE  
COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
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: EMINENT DOMAIN PROCEEDING
: IN REM

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CLAIM NO. 3600848001  
PARCEL NO. 4

**NOTICE TO RELINQUISHEE**  
(Relinquishment)

TO: The Historic Preservation Trust of Lancaster County  
Brian Bisignani, Secretary  
123 North Prince St.  
Lancaster, PA 17603-3525

YOU ARE HEREBY NOTIFIED that the Secretary of Transportation of the Commonwealth of Pennsylvania filed a Declaration of Relinquishment in the above captioned case on \_\_\_\_\_, 2018, a copy of which is attached hereto and made a part hereof.

Central Office Right-of-Way Administrator