

**Prepared by:**

Name: Lancaster Farmland Trust  
Address: 125 Lancaster Avenue  
Strasburg, PA 17579  
Telephone: 717-687-8484

**Return to:**

Name: Lancaster Farmland Trust  
Address: 125 Lancaster Avenue  
Strasburg, PA 17579

Tax parcel(s): 240-96293-0-0000

## **Grant of Conservation Easement and Declaration of Covenants**

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS (this "Grant") dated as of December 18, 2025 (the "Easement Date") is by and between JAMES H. HACKMAN, TRUSTEE OF THE RICHARD G. HACKMAN SPECIAL NEEDS TRUST dated February 10, 2022 (the "undersigned Owner or Owners") and LANCASTER FARMLAND TRUST, a Pennsylvania non-profit corporation (the "Holder").

### **Article 1. Background; Grant to Holder**

#### **1.1 Property; Conservation Area**

The undersigned Owner or Owners are the sole owners in fee simple of the Property described below the ("Property"). A certain portion of the Property containing 81.99 acres (the "Conservation Area") is the subject of this Grant and is described in exhibit A.

Street address:	1500 Furnace Hills Pike, Lititz, PA 17543		
Municipality:	Elizabeth Township	County:	Lancaster
State:	Pennsylvania		
Parcel identifier:	240-96293-0-0000	Acreage:	83.89

#### **1.2 Easement; Covenants**

- (a) **Easement.** By this Grant, the undersigned Owner or Owners grant and convey to Holder an unconditional and perpetual easement upon the Conservation Area for the purpose of advancing the Conservation Objectives described below (that easement, the "Conservation Easement"). The Conservation Easement empowers Holder to block activities, uses, and Improvements inconsistent with the Conservation Objectives. Article 6 more fully describes the rights this Grant vests in Holder.
- (b) **Owner Covenants.** By this Grant, the undersigned Owner or Owners, in furtherance of the Conservation Objectives, establish covenants binding upon Owners' interest in the Conservation Area, which are set forth in articles 2 through 5. Article 7 addresses potential violation of these covenants and remedies.
- (c) **Holder Covenants.** By this Grant, Holder accepts the Conservation Easement and, in furtherance of the Conservation Objectives, establishes covenants binding upon Holder's easement interest in the Conservation Area, which are set forth in article 6.

#### **1.3 Easement Plan**

Attached as exhibit B is a survey or other graphic depiction of the Conservation Area (the "Easement Plan") showing, among other details, the location of one or more of the following areas –the Standard Protection Area, and Minimal Protection Area.

## 1.4 Conservation Objectives

The resource-specific and area-specific purposes of the Conservation Easement (collectively, the "Conservation Objectives") are as follows:

### (a) Resource-Specific

- (1) **Agricultural Resources.** To protect agricultural viability by preventing the loss and depletion of soil on the Conservation Area, in particular agricultural soils. The Conservation Area contains approximately fifty-nine (59) acres of tillable farmland. Fifty-five (55) percent of the Conservation Area is Class I and Class II prime agricultural soils and the additional forty-five (45) percent of which are soils of statewide importance according to the Lancaster County Soil Survey published by the Natural Resource Conservation Service. Consistent with the Lancaster County Comprehensive Plan, places2040, adopted in 2018, and in particular the "Taking Care of What We Have" Big Idea of this Plan, this Conservation Easement intends to preserve contiguous open space in perpetuity, for the availability and promotion of Sustainable Agricultural use. Consistent with the goals of the Natural Heritage Program, this Conservation Easement prevents the conversion of agricultural lands to residential or industrial development. This Conservation Area is adjacent to or within a 2-mile radius of two thousand three hundred seventy-three (2,373) acres of farmland under conservation easement, thereby contributing to the fabric of conserved open space available for Agricultural use.
- (2) **Water Resources.** To maintain and improve the quality of water resources, both surface and groundwater, within, around, and downstream of the Conservation Area. The Conservation Area is located within the Chesapeake Bay Watershed (the "Watershed"), which is identified as a national treasure constituting the largest estuary in the United States and one of the largest and most biologically productive estuaries in the world. Consistent with the goals of the Executive Order Strategy for Protecting and Restoring the Chesapeake Bay Watershed (Executive Order No 13508 of 2009), this Conservation Easement is intended to maintain and improve water quality and habitat in the Watershed by minimizing conversion of forest, wetlands and working farms to impervious surface cover. The Conservation Area contains approximately two thousand five hundred fifty-four (2,554) feet of frontage along two unnamed tributaries that flow into Speedwell Forge Lake and Hammer Creek. Speedwell Forge Lake is a 106-acre impoundment owned by the Commonwealth of Pennsylvania and managed by the Fish and Boat Commission for public fishing and boating. Hammer Creek feeds Speedwell Forge Lake and is designated for Trout Stocking by Chapter 93 of Pennsylvania's Water Quality Standards.
- (3) **Biological Resources.** To protect and improve the quality of natural habitat for animals, plants, fungi, and other organisms, particularly Native Species. This Conservation Area is part of the Lower Middle Creek, Seglock Run Woods Natural Heritage Area and Supporting Landscape according to the Natural Heritage Inventory of Lancaster and Lebanon Counties, updated in 2008 by the Pennsylvania Natural Heritage Program (the "Natural Heritage Program"), which identifies high quality natural communities and areas that support species of concern. Species of concern observed in this area include Bob bluegrass, American Holly, Tawny Emperor, Baltimore Checkerspot, Black Dash, Giant Swallowtail, Mulberry Wing, Coral Hairstreak, Southern Cloudywing, and one unnamed sensitive species of concern not named at the request of the agency overseeing its protection.
- (4) **Scenic Resources.** To protect scenic views of the Conservation Area visible from public rights-of-way and other public access points outside the Conservation Area. The Conservation Area contains approximately one thousand sixty-two (1,062) feet of frontage along Furnace Hills Pike (Route 501), three hundred twenty-seven (327) feet of frontage along Blantz Road, and three hundred eighty-eight (388) feet of frontage along Crest Road, and the public traveling these roads is afforded scenic views of predominantly open agricultural lands and woodlands.
- (5) **Ecosystem Services.** To absorb within the Conservation Area rainwater that otherwise might cause erosion and flooding downstream of the Conservation Area; to sequester carbon in plants and soil to mitigate rising atmospheric carbon levels; and to support other healthy ecosystem processes.

### (b) Area-Specific

- (1) **Standard Protection Area.** To promote good stewardship of the land so that it will always be able to support open space activities including Sustainable Agriculture or Sustainable Forestry.
- (2) **Minimal Protection Area.** To accommodate, subject to moderate constraints, a wide variety of activities, uses, and Improvements, confining them to the Minimal Protection Area where they will not be detrimental to the achievement of other Conservation Objectives.

#### 1.5 Baseline Documentation

As of the Easement Date, the undersigned Owner or Owners and Holder have signed an acknowledgment of the accuracy of the report (the "Baseline Documentation") to be kept on file at the principal office of Holder. The Baseline Documentation contains an original, full-size version of the Easement Plan and other information sufficient to identify on the ground the protection areas identified in this article; describes Existing Improvements; identifies the conservation resources of the Conservation Area described in the Conservation Objectives; and includes, among other information, photographs depicting existing conditions of the Conservation Area as of the Easement Date.

#### 1.6 Defined Terms

Initially capitalized terms not defined in this article 1 are defined in article 9.

#### 1.7 Federal Tax Items

The undersigned Owner or Owners and Holder confirm that the grant to Holder of this Conservation Easement is not intended to be a qualified conservation contribution under the Code and Regulations.

#### 1.8 Beneficiaries

No Beneficiary is identified in this Grant.

#### 1.9 Consideration

The undersigned Owner or Owners acknowledge receipt, as of the Easement Date, of the sum of \$1.00 in consideration of this Grant.

#### 1.10 Superior to all Liens

The undersigned Owner or Owners warrant to Holder that the Conservation Area is, as of the Easement Date, free and clear of Liens or, if it is not, that Owners have obtained and recorded in the Public Records the legally binding subordination of the Liens affecting the Conservation Area as of the Easement Date.

#### 1.11 Owners' Representations

The undersigned Owner or Owners confirm that the information they or their agents and representatives have furnished to Holder in connection with the preparation of this Grant, including the representations set forth in the Agreement of Donation for Conservation Easement dated January 8, 2025 and amended

June 16, 2025 is complete and accurate as of the Easement Date.

### Article 2. Transfer; Subdivision

#### 2.1 Prohibitions

All of the following are prohibited except as set forth in the next section:

- (a) **Transfer of Portion of Conservation Area.** Transfer of ownership, possession, or use of a portion of the Conservation Area, including subsurface portions of the Conservation Area, independent of the remainder of the Conservation Area.
- (b) **Subdivision.** Change in the boundary of a Lot or other Subdivision of the Conservation Area.
- (c) **Transfer of Density.** Use of open space area protected under this Grant to increase (above limits otherwise permitted under Applicable Law) allowable density or intensity of development within other portions of the Conservation Area or outside the Conservation Area.
- (d) **Transfer of Rights.** Transfer of development rights or other rights granted or allocated to the Conservation Area in support of development outside the Conservation Area.

#### 2.2 Permitted Changes

The following changes are permitted:

- (a) **Lots within Conservation Area.** If the Conservation Area contains more than one Lot, Subdivision to (1) merge two or more Lots into one; or (2) subject to Review, reconfigure one or more of the boundaries of such Lots except a boundary of the Conservation Area as described in exhibit A.
- (b) **Transfer of Density to Qualified Organization.** Transfer of development rights in existence as of the Easement Date, to Holder or other Qualified Organization.
- (c) **Transfer of a Lot to Qualified Organization.** Subject to Review without any obligation to do so, creation and transfer of a Lot to a Qualified Organization for park, nature preserve, public trail, or other conservation purposes approved by Holder after Review.
- (d) **Transfer of Rights of Possession or Use.** Subject to prior notice to Holder, transfer of possession or use (but not ownership) of one or more portions of the Conservation Area, including subsurface portions of the Conservation Area, for purposes permitted under, and subject to compliance with, the terms of this Grant. Leases of space within Improvements are not subject to prior notice requirement.
- (e) **Commitments Regarding Resource Management Practices.** Commitments to implement resource management practices consistent with Conservation Objectives and otherwise permitted under this Grant together with the transfer of rights, credits, of offsets (for example, carbon or nutrient credits) arising from or related to such commitments.

#### 2.3 Requirements

- (a) **Establishment of Lots; Allocations.** Prior to transfer of a Lot following a Subdivision, Owners must (1) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (2) mark the boundaries of each Lot with permanent markers; and (3) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Grant. This information will become part of the Baseline Documentation incorporated into this Grant.
- (b) **Amendment.** Holder may require Owners to execute an Amendment of this Grant to reflect a change to the description of the Conservation Area set forth in exhibit A or other changes and allocations resulting from Subdivision that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

#### 2.4 Relocation of Minimal Protection Area

- (a) **Limitations on Relocated Minimal Protection Area.** Subject to Review, Owners may relocate the Minimal Protection Area shown on the Easement Plan one time after the Easement Date in compliance with this section.
  - (1) The relocated Minimal Protection Area is limited to not more than 4.45 acres in the aggregate and must be established (if at all) outside any Wet Areas or Steep Slope Areas.
  - (2) The original Minimal Protection Area must be designated as Standard Protection Area upon establishment of the relocated Minimal Protection Area in accordance with this section. All covenants set forth in article 4 relating to the Standard Protection Area will apply, including Impervious Coverage limitations.
- (b) **Procedure for Establishment of Relocated Minimal Protection Area.**
  - (1) Owners must (1) furnish to Holder for Review an amended Easement Plan showing the relocated Minimal Protection Area, a legal description of the relocated Minimal Protection Area to be established; and showing the original Minimal Protection Area as incorporated into the Standard Protection Area; and (2) mark the boundaries of the relocated Minimal Protection Area with permanent markers; and (3) perform any work within the original Minimal Protection Area to comply with the covenants set forth in article 4 of this Grant and (if applicable) any conditions of Holder's approval after Review. This information will become part of the Baseline Documentation incorporated into this Grant.
  - (2) The Minimal Protection Area becomes established upon recordation in the Public Records of an Amendment of this Grant that incorporates the amended Easement Plan into this Grant, and states that no further relocations of the Minimal Protection Area are permitted.

## Article 3. Highest Protection Area

There is no Highest Protection Area within the Conservation Area.

## Article 4. Standard Protection Area

### 4.1 Improvements

Improvements within the Standard Protection Area are prohibited except as permitted below in this article.

- (a) **Existing Improvements.** Existing Improvements may be maintained, repaired, and replaced in their existing locations. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.
- (b) **Existing Servitudes.** Improvements that Owners are required to allow because of an Existing Servitude are permitted.
- (c) **Additional Improvements.** The following Additional Improvements are permitted, however, any Additional Improvement within a Wet Area or Woodland Area is subject to Review and approval by Holder:
  - (1) Agricultural Improvements.
  - (2) Site Improvements reasonably required for activities and uses permitted within the Standard Protection Area.
  - (3) Site Improvements servicing other areas of the Conservation Area, if not reasonably feasible to install entirely within Minimal Protection Area.
  - (4) Site Improvements servicing activities, uses, or Improvements not within the Conservation Area that Holder, without any obligation to do so, approves after Review.
  - (5) Improvements for generating and transmitting Renewable Energy that Holder, without any obligation to do so, approves after Review.
  - (6) Subject to Review, one (1) one-room private schoolhouse and associated Improvements such as outhouses.
- (d) **Impervious Coverage Limitations.** Total Impervious Coverage, including that of both Existing and Additional Improvements but excluding that of Access Drives and ponds, must not exceed sixty-seven thousand five hundred fifty-three (67,553) square feet. This limitation is subject to the following supplemental limitations and exceptions:
  - (1) Subject to Review, Holder may adjust Impervious Coverage limits to accommodate specific Agricultural Improvements intended to improve the production of soil grown crops without damaging soils or harming water quality (for example, well-designed and situated high tunnels).
  - (2) Subject to Review, Holder may adjust Impervious Coverage limits to account for the lesser impact of specific Improvements designed to reduce environmental harm caused by Impervious Coverage (for example, green roofs and permeable surfacing materials).
- (e) **Access Drive Limitations.** Access Drives covered (if at all) only by wood chips and which are reasonably related to Agricultural use within the Conservation Area are permitted so long as they do not impair the Conservation Objectives. Unless otherwise approved by Holder after Review, all other Access Drives (both Existing Improvements and Additional Improvements) are limited to one thousand (1,000) feet in aggregate length and a driving surface not to exceed fourteen (14) feet in width.
- (f) **Height Limitations.** The Height of Additional Improvements permitted under this or the following article must not exceed 50 feet. This limitation is subject to the following supplemental limitations and exceptions:

- (1) Fences, walls, and gates remain limited to six (6) feet in Height unless approved otherwise by Holder.
  - (2) Improvements for recreational and other (non-Agricultural and non-Forestry) open space activities must not exceed nine (9) feet in Height.
  - (3) Agricultural silo and grain bins must not exceed 150 feet in Height, unless otherwise approved after Review.
  - (4) Subject to Review, Holder may adjust Height limitations for specific Improvements requiring a greater Height to be functional (for example, Renewable Energy structures).
- (g) **Other Limitations on Additional Improvements.** Additional Improvements permitted within the Standard Protection Area are further limited as follows:
- (1) Signs; however, signs other than Regulatory Signs are limited to a maximum of twenty-five (25) square feet in the aggregate for the entire Conservation Area.
  - (2) Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.
  - (3) The following Improvements are not permitted unless Holder, without any obligation to do so, approves after Review: exterior storage tanks for petroleum or other hazardous or toxic substances (other than reasonable amounts of fuel for activities and uses within the Conservation Area permitted under this Grant).

#### 4.2 Activities and Uses

Activities and uses within the Standard Protection Area are prohibited except as permitted below in this article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.
  - No Invasive Species are introduced.
- (a) **Existing Servitudes.** Activities and uses that Owners are required to allow because of an Existing Servitude are permitted.
- (b) **Agriculture.** Sustainable Agriculture in accordance with a Soil Conservation Plan approved by Holder after Review. The Soil Conservation Plan is subject to the following supplemental limitations and requirements:
- (1) Agriculture is prohibited within thirty-five (35) feet of the Top of the Bank excepting the use of approved stream crossing or access structures (if any).
  - (2) For animal operations, a nutrient management plan or manure management plan is required.
  - (3) Woodland Areas must not be used for or converted to Agricultural uses unless Holder, without any obligation to do so, approves after Review.
- (c) **Forestry.** Except within Wet Areas, Sustainable Forestry is permitted in accordance with a Resource Management Plan approved after Review.
- (d) **Compatible Activities Related to Agriculture or Forestry.** Except within Wet Areas, the following activities are permitted if supportive of Sustainable Agricultural or Sustainable Forestry and conducted at a low intensity compatible with the Conservation Objectives:
- (1) The storage of plant and animal products produced on the Conservation Area.
  - (2) The piling or composting of the residues of plant or animal production occurring on the Conservation Area for sale or subsequent Agricultural or Forestry use.
  - (3) Subject to Review, sale of Agricultural or Forestry products produced on the Conservation Area.
- (e) **Other Disturbance of Resources.** The following activities and uses are permitted, but in any case, subject to Review within Wet Areas and Woodland Areas:
- (1) Subject to Review, removal or impoundment of water for activities and uses permitted within the Conservation Area but not for sale or transfer outside the Conservation Area.
  - (2) Removal of vegetation and other Construction reasonably required to accommodate permitted Improvements.

- (3) Mowing, planting, and maintenance of lawn, garden, and landscaped areas.
- (4) Generation of Renewable Energy and transmission of such energy if and to the extent Improvements for that purpose are permitted under this article.
- (5) Disposal of sanitary sewage effluent from Improvements permitted within the Conservation Area is permitted if not reasonably feasible to confine such disposal to Minimal Protection Area.
- (f) **Other Activities.** Outdoor recreational and other open-space activities are permitted that (1) are limited in time, place and intensity so as not to interfere with Conservation Objectives and (2) do not require motorized vehicles except, subject to Review, as ancillary support to the primary activity. Activities that require earth disturbance or that will result in more than a *de minimis* reduction in soil permeability are subject to Review. The one-room schoolhouse and associated Improvements (if any) may be used for educational purposes only.

## Article 5. Minimal Protection Area

### 5.1 Improvements

Improvements within the Minimal Protection Area are prohibited except as permitted below in this article.

- (a) **Permitted under Preceding Articles.** Improvements permitted under a preceding article are permitted.
- (b) **Additional Improvements.** The following Additional Improvements are permitted:
  - (1) Residential Improvements.
  - (2) Site Improvements servicing activities, uses, or Improvements permitted within the Conservation Area.
- (c) **Limitations on Improvements.** Improvements permitted within the Minimal Protection Area are limited as follows:
  - (1) Not more than one (1) Improvement (whether an Existing Improvement or Additional Improvement) in the Minimal Protection Area may contain Dwelling Units (if any) permitted under this article.
  - (2) Limitations on Impervious Coverage and Access Drives set forth for the Standard Protection Area do not apply to the Minimal Protection Area.
  - (3) Limitations on Height, signs, Utility Improvements, and storage tanks applicable to the Standard Protection Area continue to apply.

### 5.2 Activities and Uses

Activities and uses within the Minimal Protection Area are prohibited except as permitted below in this article and provided in any case that:

- The intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Objectives.
- No Invasive Species are introduced.
- (a) **Permitted under Preceding Articles.** Activities and uses permitted under the preceding articles are permitted within the Minimal Protection Area.
- (b) **Disturbance of Resources.** Disturbance of resources within the Minimal Protection Area is permitted for purposes reasonably related to activities or uses permitted within the Minimal Protection Area.
- (c) **Release and Disposal**
  - (1) Disposal of sanitary sewage effluent from Improvements within the Conservation Area is permitted.
  - (2) Other piling of materials and non-containerized disposal of substances and materials are permitted but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Minimal Protection Area; and does not otherwise adversely affect Conservation Objectives.
- (d) **Residential and Other Uses**

- (1) Residential use is permitted but limited to not more than two (2) Dwelling Units in the Minimal Protection Area.
- (2) An activity or use not otherwise addressed in this article is permitted if, from vantage points outside the Minimal Protection Area, it is not distinguishable from a permitted Agricultural, Forestry, or residential use; or, if it is, Holder determines, after Review, that the activity or use is consistent with the Conservation Objectives.

## Article 6. Rights and Duties of Holder and Beneficiaries

### 6.1 Holder Covenants

In support of the Conservation Objectives, Holder declares the following covenants binding upon its easement interest in the Conservation Area:

- (a) **Exercise of Powers.** Holder must exercise the powers granted to it by this Grant to block activities, uses, and Improvements of the Conservation Area inconsistent with the Conservation Objectives.
- (b) **Must be Qualified Organization.** Holder must be and remain at all times a Qualified Organization and must not transfer the Conservation Easement or otherwise assign its rights or responsibilities under this Grant to a Person other than a Qualified Organization committed to upholding the Conservation Objectives.
- (c) **Proceeds Used for Conservation Purposes.** Holder must use any funds received on account of the release, termination, or extinguishment of the Conservation Easement in whole or in part in furtherance of its charitable conservation purposes.
- (d) **Forfeiture Remedy.** If Holder fails to abide by the covenants of this section, a Beneficiary of the Conservation Easement or the Commonwealth of Pennsylvania may petition a court of competent jurisdiction to order the Conservation Easement transferred to a Qualified Organization ready, willing, and able to abide by such covenants.

### 6.2 Rights and Duties of Holder

The items set forth below are both rights and duties vested in Holder by this Grant:

- (a) **Enforcement.** To enter the Conservation Area to investigate a suspected, alleged, or threatened violation of the covenants and, if found, to enforce the terms of this Grant by exercising Holder's remedies in this Grant.
- (b) **Inspection.** To enter and inspect the Conservation Area for compliance with the requirements of this Grant upon reasonable notice, in a reasonable manner, and at reasonable times.
- (c) **Review.** To exercise rights of Review in accordance with the requirements of this article.
- (d) **Interpretation.** To interpret the terms of this Grant and, at the request of Owners, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Conservation Area.

### 6.3 Other Rights of Holder

The items set forth below are also rights vested in Holder by this Grant; however, Holder, in its discretion, may or may not exercise them:

- (a) **Amendment.** To enter into an Amendment with Owners if Holder determines that the Amendment: (1) will not impair Holder's power, enforceable in perpetuity, to block activities, uses, and Improvements of the Conservation Area inconsistent with the Conservation Objectives; (2) will not result in a private benefit prohibited under the Code; and (3) will be consistent with Holder's policy with respect to Amendment as of the applicable date of reference.
- (b) **Signs.** To install one or more signs within the Conservation Area identifying the interest of Holder or Beneficiaries in the Conservation Easement. Such signs do not reduce the number or size of signs permitted to Owners under this Grant. Signs are to be of the customary size installed by Holder or Beneficiary, as the case may be, and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owners.

- (c) **Proceedings.** To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (1) pertains to the impairment of Conservation Objectives; or (2) may result in a transfer, Improvement, or use that violates the terms of this Grant.

**6.4 Review**

The following provisions are incorporated into any provision of this Grant that is subject to Review:

- (a) **Notice to Holder.** Before Owners begin or allow a Subdivision, Improvement, activity, or use that is subject to Review, Owners must (1) notify Holder of the proposed change including with the notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the proposal and its potential impact on the Conservation Objectives and (2) receive Holder's approval.
- (b) **Notice to Owners.** Upon receipt of Owners' notice, Holder must review the proposed change and notify Owners of Holder's determination to (1) accept Owners' proposal in whole or in part; (2) reject Owners' proposal in whole or in part; (3) accept Owners' proposal conditioned upon compliance with conditions imposed by Holder; or (4) reject Owners' proposal for insufficiency of information on which to base a determination. If Holder gives conditional acceptance under clause (3), commencement of the proposed Subdivision, Improvement, activity, or use constitutes acceptance by Owners of all conditions set forth in Holder's notice.
- (c) **Time for Review.** If requested by Owners, Holder must furnish its estimate of the time required to review the proposed change and use its best efforts and due diligence to notify Owners of its determination within this time period. Otherwise, Holder must make its determination within a reasonable period of time following receipt of Owners' notice to Holder.
- (d) **Standard of Review**
- (1) The phrase "without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
  - (2) In all other cases, Holder's approval is not to be unreasonably withheld. It is not unreasonable for Holder to disapprove a proposal that may adversely affect resources described in the Conservation Objectives or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

**6.5 Costs and Expenses**

Owners must pay or reimburse, as the case may be, Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with: (a) enforcement (including exercise of remedies) under the terms of this Grant; (b) response to requests by Owners for Review, Waiver, or Amendment; and (c) compliance with requests for information, interpretation, or other action pertaining to the Grant if required by Applicable Law.

## Article 7. Violation; Remedies

**7.1 Violation**

If Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent, then the provisions of this section will apply:

- (a) **Notice.** Holder must notify Owners of the violation. Holder's notice may include its recommendations of measures to be taken by Owners to cure the violation and restore features of the Conservation Area damaged or altered as a result of the violation.
- (b) **Opportunity to Cure.** Owners' cure period expires 30 days after the date of Holder's notice to Owners subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:
- (1) Owners cease the activity constituting the violation promptly upon receipt of Holder's notice;
  - (2) Owners and Holder agree, within the initial 30-day period, upon the measures Owners will take to cure the violation;

- (3) Owners commence to cure within the initial 30-day period; and
- (4) Owners continue thereafter to use best efforts and due diligence to complete the agreed upon cure.
- (c) **Imminent Harm.** No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a natural resource or other feature of the Conservation Area described in the Conservation Objectives.

#### 7.2 Remedies

Upon expiration of the cure period (if any) described in the preceding section, Holder may do one or more of the following:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Grant, to restrain present or future violations of the terms of this Grant, and/or to compel restoration of resources destroyed or altered as a result of the violation.
- (b) **Civil Action.** Exercise Holder's rights under Applicable Law to obtain a money judgment (together with interest thereon at the Default Rate).
- (c) **Self-Help.** Enter the Conservation Area to prevent or mitigate further damage to or alteration of natural resources of the Conservation Area identified in the Conservation Objectives.

#### 7.3 Modification or Termination

If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder, the following provisions apply:

- (a) **Compensatory Damages.** Holder is entitled to collect, from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Conservation Area resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Conservation Easement, Holder is entitled to the greater of the compensation provided under this section or the compensation provided under any other provision of this Grant.
- (b) **Restitution.** Holder is entitled to recover from the Person seeking the modification or termination: (1) restitution of amounts paid for this Grant (if any) and any other sums invested in the Conservation Area for the benefit of the public as a result of rights vested by this Grant, plus (2) reimbursement of Litigation Expenses as if a violation had occurred.

#### 7.4 Remedies Cumulative

The description of Holder's remedies in this article does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this article or Applicable Law. If Holder chooses to exercise one remedy, Holder may nevertheless choose to exercise one or more of the other rights or remedies available to Holder at the same time or at any other time.

#### 7.5 Waivers

- (a) **No Waiver.** If Holder does not exercise a right or remedy when it is available to Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Holder's rights to exercise its rights or remedies at another time.
- (b) **No Material Effect.** Holder in its discretion may provide a Waiver if Holder determines that the accommodation is for a limited time and limited purpose and will have no material effect on the Conservation Objectives.

#### 7.6 No Fault of Owners

Holder will waive its right to reimbursement in regard to a violation as to Owners (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owners and could not have been anticipated or prevented by Owners by reasonable means.

#### 7.7 Multiple Owners

- (a) **Multiple Lots.** If different Owners own Lots within the Conservation Area, only Owners of the Lot in violation will be held responsible for the violation.

- (b) **Single Lot.** If more than one Owner owns the Lot in violation of the terms of this Grant, the Owners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

## Article 8. Miscellaneous

### 8.1 Notices

- (a) **Requirements.** Each Person giving notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid.
- (b) **Address for Notices.** Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Owners: The Richard G. Hackman Special Needs Trust  
Attn: James Hackman  
135 Michters Road  
Newmanstown, PA 17073

If to Holder: Lancaster Farmland Trust  
125 Lancaster Avenue  
Strasburg, PA 17579

### 8.2 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Grant.

### 8.3 Transfer

- (a) **Notice Required.** Not less than thirty (30) days prior to transfer of the Conservation Area or a Lot, Owners must notify Holder of the name(s) and address for notices of the Persons who will become Owners following the transfer.
- (b) **Prior to Transfer.** Owners authorize Holder to (1) contact the Persons to whom the Conservation Area or Lot will be transferred, and other Persons representing Owners or the prospective transferees, to discuss with them this Grant and, if applicable, other pertinent documents; and (2) enter the Conservation Area to assess compliance with this Grant.
- (c) **Ending Continuing Liability.** If Holder is not notified per this section's requirement, it is not the obligation of Holder to determine whether a violation first occurred before or after the date of the transfer. The pre-transfer Owners continue to be liable on a joint and several basis with the post-transfer Owners for the correction of violations under this Grant until such time as Holder is given the opportunity to inspect and all violations noted in Holder's resulting inspection report are cured.

### 8.4 Burdens; Benefits

This Grant binds and benefits Owners and Holder and their respective personal representatives, successors, and assigns.

- (a) **Binding on All Owners.** This Grant vests a servitude running with the land binding upon the undersigned Owner or Owners and, upon recordation in the Public Records, all subsequent Owners of the Conservation Area or any portion of the Conservation Area are bound by its terms whether or not Owners had actual notice of this Grant and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Grant.
- (b) **Rights Exclusive to Holder.** Except for rights of Beneficiaries (if any) under this Grant, only Holder has the right to enforce the terms of this Grant and exercise other rights of Holder. Owners of Lots within the Conservation Area do not have the right to enforce the terms of this Grant against Owners of other Lots within the Conservation Area. Only Owners of the Lot that is the subject of a request for

Review, Waiver, Amendment, interpretation, or other decision by Holder have a right to notice of, or other participation in, such decision.

#### 8.5 Documentation Requirements

- (a) **Between Holder and Owners.** No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.
- (b) **Between Holder and Assignee.** Any assignment of Holder's rights under this Grant, if otherwise permitted under this Grant, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Grant. The assigning Holder must deliver the Baseline Documentation and such other documentation in Holder's possession reasonably needed to uphold the Conservation Objectives.

#### 8.6 Severability

If any provision of this Grant is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Grant remain valid, binding, and enforceable. To the extent permitted by Applicable Law, the parties waive application of any provision of Applicable Law that renders any provision of this Grant invalid, illegal, or unenforceable in any respect.

#### 8.7 Counterparts

This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

#### 8.8 Indemnity

Owners must indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: (a) a breach or violation of this Grant or Applicable Law; and (b) personal injury (including death) and damage to personal belongings occurring on or about the Conservation Area if and to the extent not caused by the negligent or wrongful acts or omissions of an Indemnified Party.

#### 8.9 Guides to Interpretation

- (a) **Captions.** The descriptive headings of the articles, sections, and subsections of this Grant are for convenience only and do not constitute a part of this Grant.
- (b) **Glossary.** If a term defined in the Glossary is not used in this Grant, the defined term is to be disregarded.
- (c) **Other Terms**
  - (1) The word "including" means "including but not limited to."
  - (2) The word "must" is obligatory; the word "may" is permissive and does not imply an obligation.
- (d) **Conservation and Preservation Easements Act.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation easement under the Conservation and Preservation Easements Act.
- (e) **Restatement (Third) of the Law of Conservation Area: Servitudes.** This Grant is intended to be interpreted so as to convey to Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.
- (f) **Interpret in Favor of Conservation Objectives.** If any provision of this Grant or any writing submitted to or issued by or on behalf of Holder in connection with this Grant is vague, ambiguous or may be interpreted or construed to favor an interest other than Holder's, such provision is to be given the interpretation or construction most favorable to Holder's interest in the Conservation Easement.\*

#### 8.10 Entire Agreement

This is the entire agreement of Owners, Holder, and Beneficiaries (if any) pertaining to the subject matter of

this Grant. The terms of this Grant supersede in full all statements and writings between Owners, Holder, and Beneficiaries (if any) pertaining to the transaction set forth in this Grant.

**8.11 Incorporation by Reference**

Each exhibit attached to this Grant is incorporated into this Grant by this reference. The Baseline Documentation (whether or not attached to this Grant) is incorporated into this Grant by this reference.

**8.12 Coal Rights Notice**

The following notice is given to Owners solely for the purpose of compliance with the Conservation and Preservation Easements Act:

**NOTICE:** The Conservation Easement may impair the development of coal interests including workable coal seams or coal interests that have been severed from the Conservation Area.

**8.13 Jurisdiction; Venue**

Holder and Owners submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania located in the county in which the Conservation Area is located and agree that any legal action or proceeding relating to this Grant or the Conservation Easement may be brought only in those courts located in that county.

## **Article 9. Glossary**

“Access Drive” means a road, drive, or lane providing vehicular access.

“Additional Improvement” means an Improvement other than an Existing Improvement.

“Agricultural Improvement” means an Improvement used or usable in furtherance of Agricultural uses such as barn, stable, silo, spring house, green house, hoop house, riding arena (whether indoor or outdoor), horse walker, manure storage pit, storage building, farm stand, feeding and irrigation facilities.

“Agricultural or Agriculture” means one or more of the following:

- (1) All stages of production for sale of grains, vegetables, fruits, seeds, nuts, tobacco and other plant products; mushrooms; animals and their products.
- (2) Production of field crops and forage.
- (3) Production of nursery stock and sod to be removed and planted elsewhere.
- (4) Boarding, stabling, raising, feeding, grazing, exercising, riding, and training horses and instructing riders.

“Amendment” means an amendment, modification, or supplement to this Grant signed by Owners and Holder and recorded in the Public Records. The term “Amendment” includes an amendment and restatement of this Grant.

“Applicable Law” means federal, state or local laws, statutes, codes, ordinances, standards, and regulations applicable to the Conservation Area, the Conservation Easement, or this Grant as amended through the applicable date of reference. If this Grant is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

“Beneficiary” means a Person given rights under the terms of this Grant (other than Owners or Holder).

“Best Management Practices” mean a series of guidelines or minimum standards (sometimes referred to as BMP’s) recommended by federal, state, and/or county resource management agencies for farming and forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

“Code” means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

**“Conservation and Preservation Easements Act”** means the Pennsylvania act of June 22, 2001 (P.L. 390, No. 29) (32 P.S. §§5051-5059) as amended through the applicable date of reference.

**“Construction”** means demolition, construction, reconstruction, maintenance, expansion, exterior alteration, installation, or erection of temporary or permanent Improvements; and, whether or not in connection with any of the foregoing, excavation, dredging, mining, filling, or removal of gravel, soil, rock, sand, coal, petroleum, or other minerals.

**“Default Rate”** means an annual rate of interest equal at all times to two percent (2%) above the prime rate announced from time to time by the *Wall Street Journal*.

**“Dwelling Unit”** means the use or intended use of an Improvement or portion of an Improvement for human habitation by one or more Persons (whether or not related). Existence of a separate kitchen accompanied by sleeping quarters is considered to constitute a separate Dwelling Unit.

**“Existing Improvement”** means an Improvement existing as of the Easement Date as identified in the Baseline Documentation.

**“Existing Servitude”** means an easement or other matter affecting title to the Conservation Area (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records or other prior notice recognized under Applicable Law and listed in the Baseline Documentation.

**“Extraction Improvements”** means wells, casements, impoundments, and other Improvements for the exploration, extraction, collection, containment, transport, and removal (but not processing or refining) of oil or natural gas (regardless of source) from substrata beneath the surface of the Conservation Area. The term “Extraction Improvements” includes any Access Drives required for the Construction or operation of Extraction Improvements or the removal of oil or natural gas from the Conservation Area.

**“Forestry”** means planting, growing, nurturing, managing, and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat, and other Conservation Objectives.

**“Height”** means the vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes, and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

**“Impervious Coverage”** means the footprints (including roofs, decks, stairs, and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete, and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Also included in Impervious Coverage are green roofs and porous pavement surfaces. Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake), bedrock and naturally occurring stone and gravel, and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.

**“Improvement”** means a building, structure, facility, or other improvement, whether temporary or permanent, located on, above, or under the Conservation Area.

**“Indemnified Parties”** mean Holder, each Beneficiary (if any), and their respective members, directors, officers, employees and agents, and the heirs, personal representatives, successors, and assigns of each of them.

**“Invasive Species”** means a plant species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, publications such as “Plant Invaders of Mid-Atlantic Natural Areas” by the National Park Service and U.S. Fish and Wildlife Service, are to be used to identify Invasive Species.

**“Lien”** means a mortgage, lien, or other encumbrance securing the payment of money.

**“Litigation Expense”** means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or claim for

indemnification under this Grant including, in each case, attorneys' fees, other professionals' fees, and disbursements.

“Losses” mean any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, penalties, or other charge other than a Litigation Expense.

“Lot” means a unit, lot, or parcel of real estate separated or transferable for separate ownership or lease under Applicable Law.

“Market Value” means the fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

“Native Species” mean a plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly *The Vascular Flora of Pennsylvania: Annotated Checklist and Atlas* by Rhoads and Klein and *Atlas of United States Trees, vols. 1 & 4* by Little are to be used to establish whether or not a species is native.

“Owners” mean the undersigned Owner or Owners and all Persons after them who hold an interest in the Conservation Area.

“Person” means an individual, organization, trust, government, or other entity.

“Preferential Tax Program” means a program under Applicable Law that, as of the applicable date of reference, provides preferential tax treatment for farmland, forestland, open space, or other property under conservation easement. As of the Easement Date, examples of Preferential Tax Programs are Act 153 of 1995, Act 319 (sometimes referred to as “Clean and Green”) (72 Pa. Stat. 5490.1 et seq.), Act 515 (16 Pa. Stat. 11941), and the Preserved Farmland Tax Stabilization Act of 1994, P.L. 605, No. 91.

“Public Records” mean the public records of the office for the recording of deeds in and for the county in which the Conservation Area is located.

“Qualified Organization” means a governmental or charitable entity that (a) meets the criteria of a qualified organization under §1.170(A-14)(c)(1) of the Regulations and (b) is duly authorized to acquire and hold conservation easements under the Conservation and Preservation Easements Act.

“Regulations” mean the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

“Regulatory Signs” mean signs (not exceeding one square foot each) to control access to the Conservation Area or for informational, directional, or interpretive purposes. In the case of permitted equestrian uses, Regulatory Signs may exceed one square foot, but only large enough to comply with the Pennsylvania Equine Activity Immunity Act (4 P.S. §§601-606).

“Renewable Energy” means energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).

“Residential Improvements” mean dwellings and Improvements accessory to residential uses such as garage, swimming pool, pool house, tennis court, and children’s play facilities.

“Resource Management Plan” means a record of the decisions and intentions of Owners prepared by a qualified resource management professional for the purpose of protecting natural resources that the Conservation Objectives aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.

“Review” means review and approval by Holder under the procedure described in article 6.

**“Review Requirements”** mean, collectively, any plans, specifications, or other information required for approval of the Subdivision, activity, use, or Improvement under Applicable Law (if any) plus the information required under (a) an exhibit incorporated into this Grant or (b) the Baseline Documentation or (c) if the information described in items (a) and (b) is inapplicable, unavailable, or insufficient under the circumstances, the guidelines for Review of submissions set by Holder to provide sufficient information to conduct its Review.

**“Site Improvement”** means an unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other stormwater management facility, well, septic system, bridge, parking area or other pavement, lighting fixture, sign, mailbox, fence, wall, gate, man-made pond, berm, and landscaping treatment. The term does not include Extraction Improvements.

**“Soil Conservation Plan”** means a plan for soil conservation that meets the requirements of the Natural Resources Conservation Service as of the applicable date of reference or for erosion and sedimentation control under Applicable Law.

**“Steep Slope Area”** means an area greater than one acre having a slope greater than 15%.

**“Subdivision”** means any division of the Conservation Area or any Lot within the Conservation Area; and any creation of a unit, lot, or parcel of real estate, including subsurface portions of the Conservation Area, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. The term “Subdivision” includes any “subdivision” as defined in the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247, as reenacted and amended as of the applicable date of reference.

**“Sustainable”** means land management practices that provide goods and services from an ecosystem without degrading soil or water resources and without a decline in the yield of those goods and services over time.

**“Top of Bank”** means the boundary between the stream bank and the surrounding terrain, marking the edge of where normal water flow occurs.

**“Utility Improvement”** means an Improvement for the reception, storage, or transmission of potable water, stormwater, sewage, electricity, gas, telecommunications, or other sources of power. The term does not include Extraction Improvements.

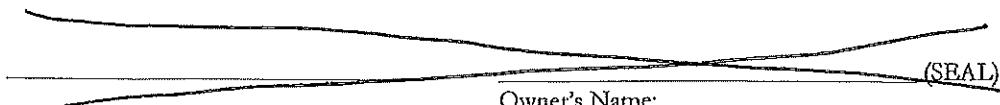
**“Waiver”** means a written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances.

**“Wet Area”** means a watercourse, spring, wetland (including vernal pools), or non-impounded standing water, and the area within 100 feet of its edge.

**“Woodland Area”** means an area within the Conservation Area described as “wooded” or “forested” in the Baseline Documentation or identified as such on the Easement Plan, or if not wooded or forested as of the Easement Date, is designated as successional woodland area on the Easement Plan.

INTENDING TO BE LEGALLY BOUND, the undersigned Owner or Owners and Holder, by their respective duly authorized representatives, have signed and delivered this Grant as of the Easement Date.

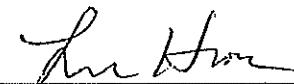
Witness/Attest:

  
(SEAL)

Owner's Name:

  
(SEAL)  
Owner's Name: JAMES H. HACKMAN, Trustee of The Richard G. Hackman Special Needs Trust

LANCASTER FARMLAND TRUST

By:   
(SEAL)  
Name: Lisa Horn  
Title: Chair

COMMONWEALTH OF PENNSYLVANIA:

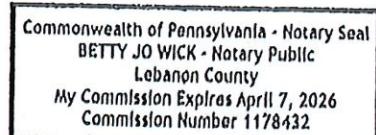
COUNTY OF LEBANON :

ON THIS DAY 12-18, 2025, before me, the undersigned officer, personally appeared JAMES H. HACKMAN, Trustee of The Richard G. Hackman Special Needs Trust, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

Betty Jo Wick, Notary Public

Print Name:



COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF LANCASTER :

ON THIS DAY December 15, 2025, before me, the undersigned officer, personally appeared LISA HORN, who acknowledged him/herself to be the CHAIR of LANCASTER FARMLAND TRUST, a Pennsylvania non-profit corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

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

Jacob E. Musser, Notary Public

Print Name:

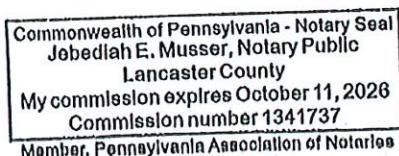


EXHIBIT A  
LEGAL DESCRIPTION OF CONSERVATION AREA

ALL THAT CERTAIN TRACT OF LAND AND IMPROVEMENTS SITUATE IN THE TOWNSHIP OF ELIZABETH, COUNTY OF LANCASTER, COMMONWEALTH OF PENNSYLVANIA, BEING DESIGNATED LANCASTER COUNTY UPI NUMBER 240-96293-0-0000, AS SHOWN ON A BOUNDARY PLAT PREPARED FOR THE LANCASTER FARMLAND TRUST, BY GORDON L. BROWN & ASSOCIATES, INC., DATED MARCH 3, 2025, KNOWN AS PROJECT NUMBER 96.24.19063, AND MORE FULLY DESCRIBED AS FOLLOWS 'TO WIT':

BEGINNING at a point in or near the intersection of Blantz Road (T-582), being a 33 wide right-of-way and Crest Road (T-979), right-of-way varies and along lands now or formerly of Ronald E. Whitcraft and Barbara A. Whitcraft (Deed Book 158, Page 1188), North 82 degrees 34 minutes 52 seconds East, 245.77 feet to a point in or near the centerline of Crest Road (T-979) and along lands now or formerly New Haven Mennonite Church (Deed Instrument 5354802);

THENCE along the same and other lands now or formerly of New Haven Mennonite Church (Deed Book 5202, Page 65), passing through a Concrete Monument Set, being 177.41 feet from the beginning of this course, North 84 degrees 04 minutes 53 seconds East, 1244.25 feet to a Concrete Monument Set at lands now or formerly of Clarence H. Martin and Thelma W. Martin (Deed Instrument 6322775);

THENCE along the same the following two (2) courses:

1. South 25 degrees 25 minutes 06 seconds East, 157.24 feet to a 5/8" Rebar and Cap Set;
2. Passing through a 5/8" Rebar and Cap Set, being 34.25 feet from the terminus of this course, South 62 degrees 14 minutes 01 seconds East, 801.92 feet to a point in or near the centerline of Furnace Hills Pike (S.R. 501), being a 60 foot wide right-of-way and along the lands now or formerly of Denise P. Martindell and Jonathan W. Martindell. (Deed 20250002179);

THENCE along the same the following two (2) courses:

1. South 03 degrees 04 minutes 48 seconds East, 78.82 feet to a point;
2. South 10 degrees 29 minutes 48 seconds East, 132.00 feet to a point at Exclusion Area No. 1;

THENCE along Exclusion Area No.1 the following two (2) courses:

1. South 11 degrees 32 minutes 27 seconds East, 311.92 feet to a point;
2. A curve to the left with a radius of 5,385.04 feet, an arc distance of 533.82 feet, having a chord bearing of South 14 degrees 22 minutes 59 seconds East, 533.60 feet to a point in or near the centerline of the road

and along lands now or formerly Tyler W. Klopp (Deed 6283219);

THENCE along the same and crossing through Furnace Hills Pike (S.R. 501), being a 60 foot wide right-of-way, South 81 degrees 41 minutes 09 seconds West, 31.10 feet to a 1" Galvanized Steel Pipe Found, being a common corner of lands now or formerly of Dale Wine and Rachel Wine and Elvin Risser and Dorothy Risser (Deed Instrument 6747268);

THENCE along the same, the following six (6) courses:

1. South 79 degrees 28 minutes 34 seconds West, 163.36 feet to a Stone Found;
2. South 59 degrees 57 minutes 12 seconds West, 735.90 feet to a 5/8" Rebar and Cap Set;
3. South 31 degrees 02 minutes 48 seconds East, 363.00 feet to a 5/8" Rebar and Cap Set;
4. South 39 degrees 17 minutes 54 seconds East, 313.50 feet to a 5/8" Rebar and Cap Set;
5. South 60 degrees 05 minutes 15 seconds West, 89.10 feet to a 1" Steel Pipe Found;
6. North 75 degrees 45 minutes 59 seconds West, 1,107.43 feet to a 1" Steel Pin Found, being a common corner of lands now or formerly of Joyce A. Busch and Robert W. Smithson, Jr. and Terri L. Smithson (Deed Instrument 6542764);

THENCE along the same, the following four (4) courses:

1. North 29 degrees 51 minutes 20 seconds East, 525.93 feet to a 5/8" Rebar and Cap Set;
2. North 62 degrees 08 minutes 51 seconds West, 510.23 feet to a 5/8" Rebar and Cap Set;
3. North 76 degrees 11 minutes 33 seconds West, 151.38 feet to a Point;
4. North 16 degrees 06 minutes 01 seconds East, 531.96 feet to a Sandstone Found;

THENCE along the same and along lands now or formerly of David L. Fahnestock and Laura A. Fahnestock (Deed Instrument 6044860), passing through a 5/8" Rebar and Cap Set, being 16.02 feet from the terminus of this course, North 54 degrees 16 minutes 55 seconds West, 946.32 feet to a point in or near the centerline of Blantz Road (T-582), being a 33 foot wide right-of-way;

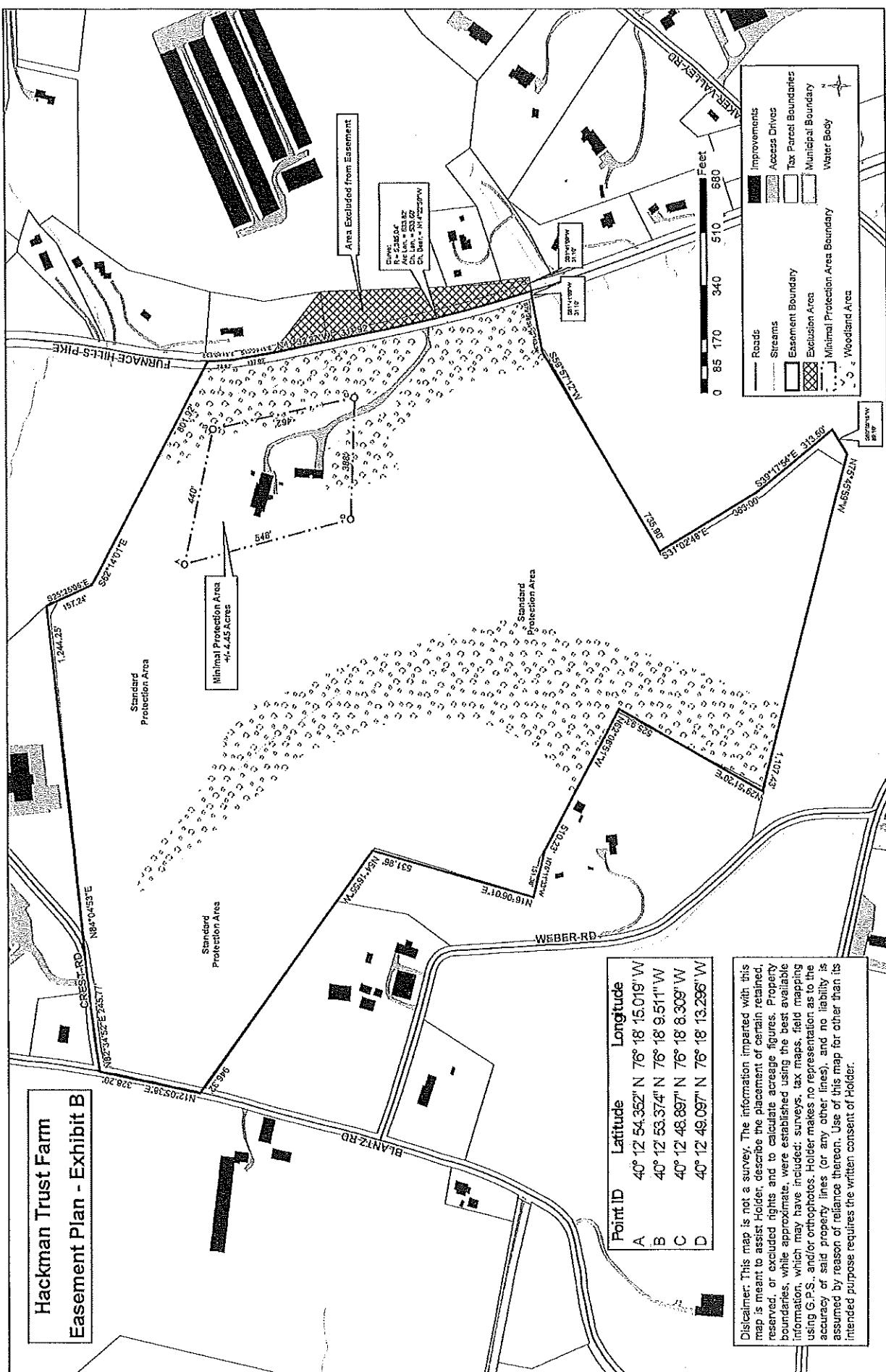
THENCE in or near the centerline of said road, North 12 degrees 05 minutes 38 seconds East, 328.20 feet to THE PLACE OF BEGINNING.

Total Conservation Area: 3,571,497 Sq. Ft. / 81.99 Acres (Gross)

Bearings and distances being oriented to NAD83 2011 Pennsylvania State Plane Coordinate System Grid, South Zone.

UNDER AND SUBJECT to any and all public utility easements and rights-of-way affecting the premises which may appear in the chain of title and otherwise be visible upon the ground; and under and subject to any and all other rights, reservations, restrictions or easements affecting the premises appearing in the chain of title or visible upon an inspection of land.

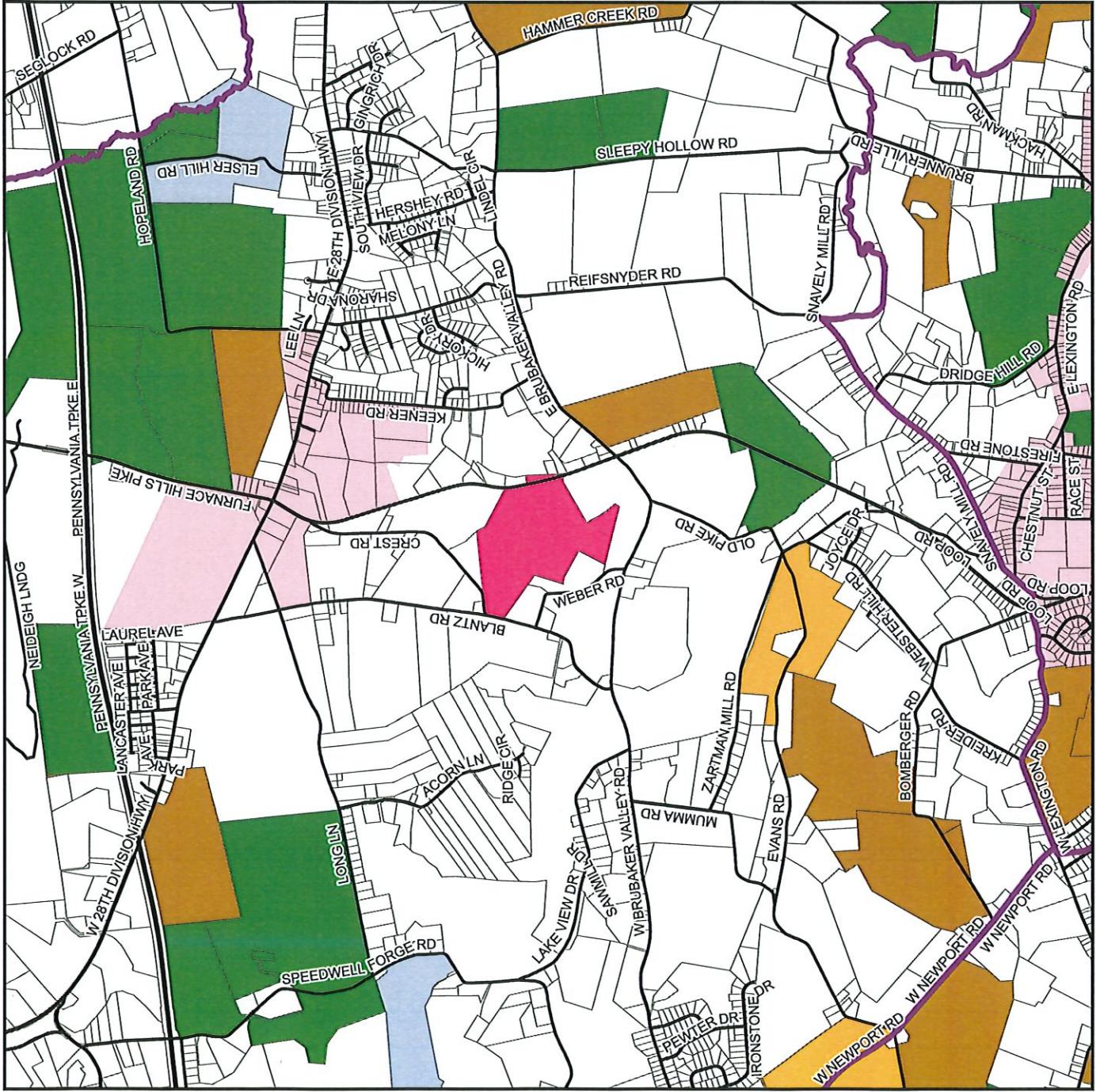
Being part of the same premises which James Hackman, Executor of the Estate of Gene Hackman, by deed dated May 4, 2023, and recorded May 5, 2023, in the Recorders Office in Lancaster County, Pennsylvania in Deed Instrument 6734415, granted and conveyed unto The Richard G. Hackman Special Needs Trust.



**Disclaimer:** This map is not a survey. The information imparted with this map is meant to assist Holder, describe the placement of certain retained, reserved, or excluded rights and to calculate acreage figures. Property boundaries, while approximate, were established using the best available information, which may have included, surveys, tax maps, field mapping using G.P.S., and/or orthophotos. Holder makes no representation as to the accuracy of said property lines (or any other lines), and no liability is assumed by reason of reliance thereon. Use of this map for other than its intended purpose requires the written consent of Holder.

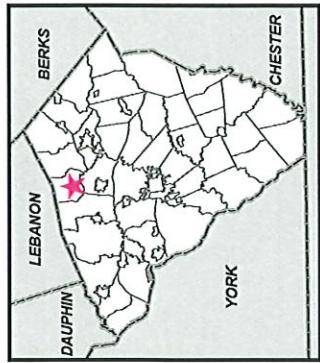
## Surrounding View

Date: 11/15/2024



## HACKMAN GENE

1500 FURNACE HILLS PIKE  
Elizabeth Township  
GIS Acres: 81.67  
Account: 24096293000000



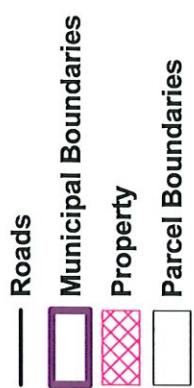
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# Zoning Map

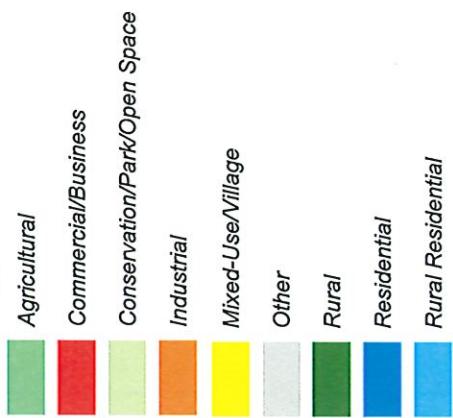
Date: 11/15/2024

## HACKMAN GENE

1500 FURNACE HILLS PIKE  
Elizabeth Township  
GIS Acres: 81.67  
Account: 2409629300000



## Zoning Type



1:30,000

