

42111

Countywide Abstract
205 West Miner Street
West Chester, PA 19382

Prepared By: Chester County
Agricultural Land Preservation Board
601 Westtown Road, Suite 270
West Chester, PA 19382

Return To: Countywide Abstract Limited Partnership
205 West Miner Street
West Chester, PA 19382



3/3

LPI# 45-2-62 P/O ✓ **PIO 45-2-62.4** ✓
DPERSF (6-2006)

EXHIBIT "C"

DEED OF AGRICULTURAL CONSERVATION EASEMENT TO THE COMMONWEALTH OF PENNSYLVANIA IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 26th day of February, 2009, by and between Nelson K. Stoltzfus and Joyce H. Stoltzfus (hereinafter, "Grantor") and the Commonwealth of Pennsylvania (hereinafter "Grantee") is made pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in Highland Township, Chester County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of 81.390 acres and all buildings and improvements erected thereon ("the subject land");

AND WHEREAS, the State Agricultural Land Preservation Board has determined to purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, the Agricultural Land Preservation Board of Chester County, Pennsylvania has recommended that the Commonwealth purchase an agricultural conservation easement in the subject land pursuant to the Act;

AND WHEREAS, all holders of liens or other encumbrances upon the subject land have agreed to release or subordinate their interests in the subject land to this Deed of Agricultural Conservation Easement and to refrain from any action inconsistent with its purpose;

NOW THEREFORE, in consideration of the sum of \$ 822,039.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Grantee, its successors and assigns and the Grantee voluntarily accepts, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

This Document Recorded
03/13/2009
11:12AM
Doc Code: MSA Chester County Recorder of Deeds Office

Doc Id: 10908561
Receipt #: 442755
Rec Fee: 86.50



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COUNTRYWIDE ABSTRACT LP

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1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, soybeans, speltz, buckwheat, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries, pears, and berries;
- (c) Vegetables, including tomatoes, pumpkins, snap beans, cabbage, carrots, beets, onions, sweet corn and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs, and furs;
- (f) Timber, wood and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.
- (h) Commercial equine activity including boarding of equine, training of equine, instruction of people in handling, driving or riding equines, use of equines for riding or driving purposes, pasturing equines all of where a fee is collected. THE TERM DOES NOT INCLUDE ACTIVITY LICENSED UNDER THE ACT OF DECEMBER 17, 1981 (P.L. 435, NO. 135), KNOWN AS THE "RACE HORSE INDUSTRY REFORM ACT."

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

2. Construction of Buildings and Other Structures - The construction or use of any building or other structure on the subject land other than as existing on the date of the delivery of this Deed is prohibited except that:

- (a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if:
 - (i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis.
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,



- (iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.
- (c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.
 - (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.
 - (e) The renovation or modification of an existing residential structure, or an addition to an existing residential structure, is permitted if it would not increase the curtilage of the residential structure.
 - (f) The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Chester, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on February 22, year of 1996, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

5. Mining - The granting of leases, assignments or other conveyances or the issuing of permits, licenses or other authorization for the exploration, development, storage or removal of coal by underground mining methods, oil and gas by the owner of the subject land or the owner of the underlying coal by underground mining methods, oil and gas or the owner of the rights to develop the underlying coal by underground mining methods, oil and gas, or the development of



appurtenant facilities related to the removal of coal by underground mining methods, oil or gas development or activities incident to the removal or development of such minerals is permitted.

6. Rural Enterprises - Customary part-time or off-season minor or rural enterprises and activities which are provided for in the County Agricultural Easement Purchase Program approved by the State Board are permitted.

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board, the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

(i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and

(ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activities on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

As part of the settlement documents, the executed Conservation Plan Agreement shall be recorded with the Deed of Easement at the County Recorder of Deeds.

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the Grantee, its successors or assigns. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the subject land and all improvements erected thereon. Grantor shall continue to be solely responsible for the maintenance of the subject land and all improvements erected thereon. Grantor acknowledges that Grantee has no knowledge or notice of any hazardous waste stored on or under the subject land. Grantee's exercise or failure to exercise any right conferred by the agricultural conservation easement shall not be deemed to be management or control of activities on the subject land for purposes of enforcement of the Act of October 18, 1988, (P.L. 756, No. 108), known as the Hazardous Sites Cleanup Act.

Grantor, his heirs, executors, administrators, successors or assigns agree to hold harmless, indemnify and defend Grantee, its successors or assigns from and against all liabilities and expenses arising from or in any way connected with all claims, damages, losses, costs or expenses, including reasonable attorneys fees, resulting from a violation or alleged violation of any State or Federal environmental statute or regulation including, but not limited to, statutes or regulations concerning the storage or disposal of hazardous or toxic chemicals or materials.



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9. Enforcement – Annually, Grantee, its successors, assigns or designees shall have the right to enter the subject land for the purpose of inspecting to determine whether the provisions of this Deed are being observed. Written notice of such annual inspection shall be mailed to Grantor, his heirs, executors, administrators, successors or assigns at least ten days prior to such inspection. The annual inspection shall be conducted between the hours of 8 a.m. and 5 p.m. on a weekday that is not a legal holiday recognized by the Commonwealth of Pennsylvania or at a date and time agreeable to the county and the landowner.

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

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

10. Duration of Easement – The agricultural conservation easement created by this Deed shall be a covenant running with the land and shall be effective in perpetuity. Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.

11. Conveyance or Transfer of the Subject Land – Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

This obligation shall apply to any change in ownership of the subject land. Whenever interest in the subject land is conveyed or transferred to another person, the deed conveying or transferring such land shall recite in verbatim the language of the easement as set forth in this deed.

12. Applicability - Every provision of this Deed applicable to Grantor shall apply to Grantor's heirs, executors, administrators, successors, assigns, agents, and any person, partnership, corporation or other entity claiming title under or through Grantor.



COUNTRYWIDE ABSTRACT LP

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13. Interpretation – This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

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

AND the Grantor, for himself, his heirs, executors, administrators, successors and assigns does specially warrant the agricultural conservation easement hereby granted.

IN WITNESS WHEREOF, the undersigned have duly executed this Deed on the day first written above.

GRANTOR

Witness:

Melvin H. Stoltzfus [Seal]
Joyce H. Stoltzfus [Seal]
Diana J. Hoopes [Seal]
Diana J. Hoopes [Seal]
_____ [Seal]



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ACKNOWLEDGMENT

COUNTY OF CHESTER

SS:

COMMONWEALTH OF PENNSYLVANIA

On this 26th day of FEBRUARY, 2009, before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of WEST CHESTER personally appeared the above named NELSON K. STOLTZFUS and JOYCE H. STOLTZFUS and in due form of law acknowledged the above Deed of Agricultural Conservation Easement to be their voluntary act and deed, and desired the same to be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Donna M. Sperone
Notary Public

My Commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna M. Sperone, Notary Public
West Chester Boro, Chester County
My Commission Expires June 17, 2012
Member, Pennsylvania Association of Notaries



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Concord Land Planners & Surveyors, Inc.

2175 Baltimore Pike * P. O. Box 378 * Oxford, PA 19363-0378
phone 610 932-5119 * fax 610 932-1920 * e-mail ConcordLPS@zoominternet.net

June 27, 2008

Legal Description

AGRICULTURAL EASEMENT

for

NELSON K. and JOYCE H. STOLTZFUS

ALL THAT CERTAIN TRACT of improved ground with buildings erected thereon situate southerly of Highland Road in Highland Township, County of Chester, Commonwealth of Pennsylvania, according to a survey by Concord Land Planners & Surveyors, Inc., Oxford, Pa., as shown on Plan Number 0845 dated June 27, 2008, and described as follows:

BEGINNING at a point in the title line of Highland Road marking the northwesterly corner of this and a northeasterly corner of lands of Tony B. and Joyce Ring; thence leaving said point of beginning and by said title line the following two courses and distances:

- (1) North 62 degrees, 34 minutes, 20 seconds East, 191.14 feet to a point marking a corner of this; thence
- (2) North 61 degrees, 45 minutes, 49 seconds East, 1,471.75 feet to a point marking the northeasterly corner of this and the northwesterly corner of lands of Timothy B. and Melissa A. Rogers; thence leaving said title line and by said lands of Rogers the following two courses and distances:
 - (3) South 27 degrees, 59 minutes, 59 seconds East, passing over an iron pin set 29.36 feet from the beginning of this course, for a total distance of 200.00 feet to an iron pin set for a corner of this and a southwesterly corner of said lands of Rogers; thence
 - (4) North 62 degrees, 00 minutes, 01 seconds East, 100.00 feet to an iron pin set for a corner of this, a southeasterly corner of said lands of Rogers, and in line of lands of John J. and Sara M. Cordivano; thence by said lands of Cordivano the following two courses and distances:
 - (5) South 27 degrees, 59 minutes, 59 seconds East, 150.00 feet to an iron pin set for a corner of this and a southwesterly corner of said lands of Cordivano; thence
 - (6) North 61 degrees, 59 minutes, 40 seconds East, 75.96 feet to an iron pin set for a corner of this, a southeasterly corner of said lands of Cordivano, and in line of lands of Mauricio Cervantes-Benitez; thence by said lands of Cervantes-Benitez
 - (7) South 16 degrees, 03 minutes, 20 seconds East, 182.29 feet to a concrete monument found marking a corner of this, a southerly corner of said lands of Cervantes-Benitez, and in line of lands of Philadelphia Electric Company; thence by said lands of Philadelphia Electric Company
 - (8) South 03 degrees, 03 minutes, 06 seconds West, 2,622.39 feet to a concrete monument found marking the southeasterly corner of this and a northeasterly corner of lands of Elvin R. and Carol J. Mast; thence by said lands of Mast
 - (9) South 61 degrees, 05 minutes, 03 seconds West, 568.89 feet to an iron pin found marking the southwesterly corner of this, a northwesterly corner of lands of Mast, and an easterly corner of lands of Benuef F. and Elizabeth F. King; thence partly by said lands of King and partly by lands of Ernest S. and Anna Mary Lantz
 - (10) North 28 degrees, 05 minutes, 42 seconds West, 2,494.73 feet to an iron pin found marking a corner of this, a northeasterly corner of said lands of Lantz, a southeasterly corner of lands of Ken



and Karen Y. Weaver, and a southwesterly corner of the aforementioned lands of Tony B. and Joyce Ring; thence by said lands of Ring the following two courses and distances:

- (11) North 61 degrees, 09 minutes, 14 seconds East, 125.17 feet to a concrete monument set for a corner of this and a southeasterly corner of said lands of Ring; thence
- (12) North 28 degrees, 07 minutes, 51 seconds West, passing over a concrete monument set 33.27 feet from the end of this course, for a total distance of 283.29 feet to the point and place of beginning.

CONTAINING: 86.0881 Acres

UPI NUMBER: 45-2-62

TOGETHER WITH:

UPI NUMBER: 45-2-62.4

CONTAINING: 6.6900 Acres

TOTAL CONTENTS: 92.7781 Acres

DEED REFERENCE: Book 214, Page 460

EXCEPTING FROM THE ABOVE-DESCRIBED OVERALL TRACT ALL THAT CERTAIN TRACT of improved ground with buildings erected thereon shown as Parcel A on said plan and described as follows:

BEGINNING at a point in the title line of Highland Road marking the northwesterly corner of this, said point being the following two courses and distances along said title line from a point in said title line marking the northwesterly corner of the above-described overall tract and a northeasterly corner of lands of Tony B. and Joyce Ring

- (1) North 62 degrees, 34 minutes, 20 seconds East, 191.14 feet to a point; thence
- (2) North 61 degrees, 45 minutes, 49 seconds East, 290.59 feet to said point of beginning; thence leaving said point of beginning and by said title line
- (1) North 61 degrees, 45 minutes, 49 seconds East, 50.01 feet to a point marking the northeasterly corner of this; thence leaving said title line and through the above-described overall tract the following 14 courses and distances:
 - (2) South 29 degrees, 21 minutes, 31 seconds East, 1,342.28 feet to a point marking a corner of this; thence
 - (3) South 30 degrees, 49 minutes, 14 seconds East, 248.43 feet to a point marking a corner of this; thence
 - (4) North 65 degrees, 09 minutes, 58 seconds East, 31.44 feet to a point marking a corner of this; thence
 - (5) South 24 degrees, 50 minutes, 02 seconds East, 121.65 feet to a point marking a corner of this; thence
 - (6) North 65 degrees, 09 minutes, 58 seconds East, 38.02 feet to a point marking a corner of this; thence



- (7) South 29 degrees, 39 minutes, 45 seconds East, 215.40 feet to a point marking the southeasterly corner of this; thence
- (8) South 55 degrees, 48 minutes, 24 seconds West, 231.89 feet to a point marking the southwesterly corner of this; thence
- (9) North 24 degrees, 47 minutes, 18 seconds West, 144.62 feet to a point marking a corner of this; thence
- (10) South 65 degrees, 12 minutes, 42 seconds West, 109.21 feet to a point marking a corner of this; thence
- (11) North 25 degrees, 20 minutes, 15 seconds West, 300.84 feet to a point marking a corner of this; thence
- (12) North 64 degrees, 21 minutes, 10 seconds East, 93.24 feet to a point marking a corner of this; thence
- (13) North 25 degrees, 07 minutes, 33 seconds West, 112.96 feet to a point marking a corner of this; thence
- (14) North 65 degrees, 12 minutes, 28 seconds East, 89.07 feet to a point marking a corner of this; thence
- (15) North 29 degrees, 21 minutes, 31 seconds West, passing over an iron pin set 27.60 feet from the end of this course, for a total distance of 1,400.82 feet to the point and place of beginning.

CONTAINING: 4.6926 Acres

ALSO EXCEPTING FROM THE FIRST-DESCRIBED OVERALL TRACT ALL THAT CERTAIN TRACT of unimproved ground shown as Parcel B on said plan and described as follows:

BEGINNING at a point marking the northwesterly corner of this and on the southerly line of lands of Timothy B. and Melissa A. Rogers, said point being the following two courses and distances along said lands of Rogers from a point in the title line of Highland Road marking the northeasterly corner of the above-described overall tract and a northwesterly corner of said lands of Rogers:

- (1) South 27 degrees, 59 minutes, 59 seconds East, passing over an iron pin set 29.36 feet from the beginning of this course, for a total distance of 200.00 feet to an iron pin set for a corner of said overall tract and a southwesterly corner of said lands of Rogers; thence
- (2) North 62 degrees, 00 minutes, 01 seconds East, 39.97 feet to said point of beginning; thence leaving said point of beginning and by said lands of Rogers
- (1) North 62 degrees, 00 minutes, 01 seconds East, 18.00 feet to a point marking the northeasterly corner of this; thence leaving said southerly line of Rogers and through said overall tract the following three courses and distances:
 - (2) South 27 degrees, 59 minutes, 58 seconds East, 15.00 feet to a point marking the southeasterly corner of this; thence
 - (3) South 62 degrees, 00 minutes, 01 seconds West, 18.00 feet to a point marking the southwesterly corner of this; thence
 - (4) North 27 degrees, 59 minutes, 58 seconds West, 15.00 feet to the point and place of beginning.

CONTAINING: 0.006 Acres (270 Square Feet)



SUMMARY:

Total contents: 92.7781 Acres

Parcel A exception: 4.6926 Acres

Parcel B exception: 0.006 Acres

Tax Parcel 45-2-62.4: 6.6900 Acres

Total area to be placed in a Permanent Agricultural Easement: 81.3895 Acres

Unofficial Copy



COUNTRYWIDE ABSTRACT LP

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Commonwealth of Pennsylvania

Conservation Plan Agreement

Landowner or Operator: Nelson K. Stoltzfus

Address: 58 Highland Road City: Parkesburg State: PA Zip: 19365

Telephone: 610-857-9888

Township: Highland Easement Acreage: 86.7

WHEREAS, the Deed of Agricultural Conservation Easement requires that all agricultural production on the subject land shall be conducted in accordance with a Conservation Plan;

WHEREAS, a Conservation Plan for the subject land has been prepared by the U.S. Department of Agriculture Natural Resources Conservation Service in cooperation with the Chester County Conservation District, dated: July 16, 2008, and identified as plan number: nsto3787, Tract 2459, or as amended, is located on file in the U.S. Department of Agriculture Natural Resources Conservation office and a copy of which is maintained in the landowners file documentation in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office, as required by Act 43 and Chapter 138e. Rules and Regulations;

WHEREAS, the Grantor(s) do hereby agree to voluntarily accept the terms of the Conservation Plan and implement the said plan according to the implementation schedule contained in the plan;

NOW THEREFORE, this plan conforms to the technical requirements of the local NRCS Field Office Technical Guide (FOTG) and the terms of the Deed of Agricultural Conservation Easement.

AND, In Witness Whereof, the undersigned have agreed to the following:

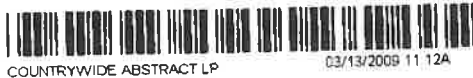
I/We acknowledge and agree to comply with the conservation practices and implementation schedules as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as Plan No. nsto3787 for Tract(s) No. 2459. If the management or operation of this property changes, I/We will contact the County Board and/or conservation plan preparer to modify the Conservation Plan as necessary. I/We hereby agree to give permission to the plan preparer to release a copy of said plan, as well as any updates to that plan, on an as-needed basis to the County Board office and the Bureau of Farmland Preservation.

Nelson K. Stoltzfus 8/16/08 E. Lind [Signature] 8-26-08
Operator/Owner Date Witness Date

Operator/Owner Date Witness Date

Conservation Plan approved by the Chester County Conservation District (610)-925-4920 as prepared by the U.S. Department of Agriculture Natural Resources Conservation Service (610)-696-0938.

Diana J. Hooper 9/3/08 Christian E. Steinhilber 8/26/08
ALP Board Representative Date District Representative Date



REV-183 EX (11-04)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	7613
Page Number	1766
Date Recorded	3-13-09

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

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

Name: **CA Countywide Abstract** Telephone Number: **610 431-3600**
 Street Address: **205 W. Miner Street** City: _____ State: _____ Zip Code: _____
West Chester, PA 19382

B. TRANSFER DATA

Granor(s)/Lessor(s): **Nelson K. Stoltzpus & Joyce H. Stoltzpus** Date of Acceptance of Document: **2-26-09**
 Street Address: **58 Highland Road** Grantee(s)/Lessee(s): **Commonwealth of PA, County of Chester**
 City: **PARKEsburg** State: **PA** Zip Code: **19365** City: **West Chester** State: **PA** Zip Code: **19382**
 Street Address: **601 WOODHOWN Rd. Suite 270**

C. PROPERTY LOCATION

Street Address: **81.390 AC +/-** City, Township, Borough: **HIGHLAND**
 County: **Chester** School District: **OCTORARO** Tax Parcel Number: **45-262**

D. VALUATION DATA

1. Actual Cash Consideration 822,039.00	2. Other Consideration + 0	3. Total Consideration = \$822,039.00
4. County Assessed Value 164,710	5. Common Level Ratio Factor X 1.93	6. Fair Market Value = 317,890.30

E. EXEMPTION DATA

1a. Amount of Exemption Claimed: **Full**
 1b. Percentage of Interest Conveyed: **100%**

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) _____ (Estate File Number) _____
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.)
AGRICULTURAL EASEMENT TO COUNTY

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

Signature of Correspondent or Responsible Party: *[Signature]* Date: **3/12/09**

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.