

---

# CONDITIONS OF SALE

---

The Conditions of the present public sale of real estate are as follows:

The property to be sold is 249 North Decatur Street, in the Borough of Strasburg, County of Lancaster, Commonwealth of Pennsylvania, as more fully described in the legal description attached hereto and made a part hereof (the "Property").

1. The highest bidder shall be the Purchaser<sup>1</sup> upon the Property being struck off to him, and he shall immediately thereafter sign the Purchaser's Agreement attached to these Conditions of Sale, and pay down to Seller TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) ("Deposit") or furnish sureties satisfactory to the Seller as security for performance of this Agreement. If any dispute arises among bidders or at the auctioneer's discretion, the Property shall immediately be put up for renewal of bidding.
2. The balance of PURCHASE MONEY shall be paid at SETTLEMENT to be held within sixty (60) days, at the offices of Mersky Law Group ("Settlement") (unless some other time or place shall hereafter be agreed upon by the Seller and Purchaser), upon which payment the Seller shall convey to the Purchaser, by FIDUCIARY DEED prepared at the Purchaser's expense, good and marketable title to the Property, free and clear of all liens and encumbrances not noted in these Conditions or which are of public record, and further subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over Property boundaries, or encroachments of any kind within the legal width of public highways and subject to the restrictions and conditions ("Restrictions") set forth in Paragraph 4 of these Conditions of Sale.

The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of State Highway plans in the Recorder's Office of which the Seller has knowledge.

At settlement, the Property and all of its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any kind for which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after

---

<sup>1</sup>Both Seller(s) and Purchaser(s), whether one or more and regardless of gender, are designated throughout these Conditions of Sale in singular masculine form.

possession has been given to the Purchaser, or (d) any taking by eminent domain.

3. Closing costs shall be paid as follows:
  - (1) ACKNOWLEDGMENTS to the Deed shall be paid by Seller, and all required state and local REALTY TRANSFER TAXES shall be paid by Purchaser.
  - (2) REAL ESTATE TAXES shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis. If applicable, Buyer shall bear the cost of removing any portion of the Premises from its preferential assessment under Act 319.
  - (3) All utilities serving the property shall be paid by Seller to date of settlement or prior delivery of possession.
  - (4) Any "DISBURSEMENT" or other FEES purported to be charged by Purchaser's title company or attorney against Seller, for services which Seller has not specifically engaged, shall be paid by Purchaser.
4. The Property shall be sold UNDER AND SUBJECT to the following Restrictions and other matters, which shall bind Purchaser, his heirs, successors and assigns:
  - (1) Public and Private rights in and to that portion of the premises lying in the bed of public roads.
  - (2) All matters and facts, including, but not limited to, any discrepancies, encroachments, violations, variations, overlaps, boundary line disputes, shortage in area, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - (3) Subject to Easement recorded in Book D53 Page 58-59, and P60/503-504.
  - (4) Subject to Right of Way recorded in Book C61 Page 192-195, Y52/46 and Z60/339-340.
  - (5) Subject to Agreement recorded in Book E53 Page 33-37 and S51/570-573.
  - (6) Subject to Certain Water Rights and Excepting and Reserving as set forth in Deed Book Q50 Page 423.
  - (7) Any and all other matters of public record.

5. Included in the sale are all buildings, improvements, rights, privileges, and appurtenances; gas, electric, heating, plumbing, lighting and plants, fixtures and systems; and any articles permanently affixed to the Property.
6. POSSESSION, unless otherwise noted in the Conditions, shall be given to the Purchaser at settlement, subject to the items identified in the Public Auction Sale Bill and/or announced prior to the auction as reserved.
7. Seller will continue in force the present hazard insurance (without extended coverage) until delivery of deed or possession to the Purchaser (whichever shall first occur), and in case of loss will credit on account of the purchase price at settlement any insurance collected for the loss or, if the insurance shall not have been paid by the time of settlement, will assign the Seller's right to the insurance proceeds to the Purchaser.
8. The Seller reserves the right to reject any or all bids. Seller reserves the right to withdraw the Property from Sale and/or to adjourn the Sale to a further date or dates.
9. The sale of the Premises and the Purchaser's obligations under these Conditions of Sale shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Premises, nor shall they be contingent upon the sale of any other real estate owned by the Purchaser.
10. The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.
11. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Property. ***The Property is being sold unto Purchaser "AS IS", with no representation, guarantee or warrant regarding the condition of the Property or any improvement or structure erected on the Property, if any, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof (other than the Seller's Property Disclosure Statement, annexed hereto if applicable, submitted by Seller in good faith and to the best of Seller's knowledge).***

No representations are made or warranties given regarding the presence or absence of any hazardous or toxic substances, materials or wastes, regarding the zoning of the property or that the Property is in compliance with any federal, state

or local environmental laws, regulations or ordinances.

In the event any repair or improvement to or any inspection or testing of the Property is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Property, the cost of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing, or upon any specific results obtained from such inspection or testing.

12. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
13. LEAD PAINT DISCLOSURE. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage. Lead poisoning also poses a particular risk to pregnant women. The Seller may be required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to purchase.
14. Purchaser acknowledges receipt of the Property Disclosure Statement and Lead-Based Paint Hazards Disclosure Form, as applicable, and EPA Lead-Based Paint Pamphlet which are attached hereto, and further acknowledges that no representations have been made contrary thereto and that Purchaser is not relying upon any representations or statements of the Seller, attorney for the Seller or the Auctioneer. The Purchaser releases the Seller, Attorney for the Seller and the Auctioneer from any claims, actions or causes of action arising from or due to any defect in the Property existing on the date of this sale.
15. The Purchaser acknowledges that these Conditions of Sale were available for inspection by the purchaser prior to the commencement of bidding and sale of the Property, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Property is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that

only a summary of the Conditions of Sale was read prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.

16. These Conditions of Sale, together with the Purchaser's Agreement and Seller's Property Disclosure Statement annexed hereto, represent the whole agreement between the parties, and any representations concerning the Property, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by these Conditions of Sale. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of sale and the Purchaser's Agreement attached hereto.
17. In case of non-compliance by the Purchaser with these Conditions, the Seller, in addition to all other remedies provided by law or in equity, shall have the option either (a) to retain the Purchaser's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present purchaser or his sureties (if any) and to retain any advance in price, or hold the present Purchaser and any sureties liable for any loss, resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of any such loss.

Estate of Mary Jane Althouse

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

By: \_\_\_\_\_ (SEAL)  
Pamela J. Faltin, Co-Executrix

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

By: \_\_\_\_\_ (SEAL)  
Ross F. Althouse, Co-Executor

## LEGAL DESCRIPTION

### PROPERTY

**ADDRESS:** 249 North Decatur Street, Strasburg, PA 17579

**COUNTY:** Lancaster

Legal description for Deed A:

ALL THAT CERTAIN thirty (30) feet wide strip of land situated along the Western side of North Decatur Street in the Borough of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, Bounded and described as follows, to wit:

BEGINNING at a point or pin in the aforementioned Street at the Northeastern corner of land of Ross F. Althouse and Mary Jane Althouse; thence leaving the said Street and along said Althouse's land, South seventy-six (76) degrees and eleven (11) minutes West, one hundred seventy-nine (179) feet to a point or pin in a line of lots facing Pleasant View Drive; thence along said lots, North thirteen (13) degrees and forty-nine (49) minutes West, thirty (30) feet to a point in a line of other land of Jacob B. Zimmerman; thence along said Zimmerman's land, North seventy-six (76) degrees and eleven (11) minutes East, one hundred seventy-nine (179) feet to a point or pin in the aforesaid North Decatur Street; thence in said Street, South thirteen (13) degrees and forty-nine (49) minutes East, thirty (30) feet to the place of BEGINNING.

CONTAINING five thousand three hundred seventy (5,370) square feet of land, neat measure, according to a description prepared by Herbert M. Foulke, P. E.

Legal description for Deed B:

All that certain lot or parcel of land situated along the Westero side of State Highway Legislative Route #36011, North and adjacent to the Borough of Strasburg, in the Township of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Southwestern corner thereof at an iron pin at a corner of land of Edgar L. Glass; thence along said land of Edgar L. Glass, North seventy-six (76) degrees and eleven (11) minutes East, once hundred and seventy-nine (179) feet to a point in the aforementioned State Highway and also passing over an iron pin set eighteen and seventy-five one-hundredths (18.75) feet back from the said point in the said State Highway; thence in the said State Highway, North thirteen (13) degrees and forty-nine (49) minutes West, eighty (80) feet to a point in the said State Highway at a corner of remaining land of Harry M. Moore, the Grantor herein; thence leaving the said State Highway and along said land to be retained by Harry M. Moore and also passing over an iron pin set seventeen and ninety-five one-hundredths (17.95) feet from the said point in the said State Highway, South seventy-six (76) degrees and eleven (11) minutes West,

one hundred and seventy-nine (179) feet to an iron pin at a corner; thence continuing along said land to be retained by Harry M. Moore, South thirteen (13) degrees and forty-nine (49) minutes East, eighty (80) feet to the place of the Beginning.

CONTAINING fourteen thousand three hundred and twenty (14,320) square feet of land neat measure, according to survey made December 13, 1958, by Herbert M. Foulke, Registered Engineer.

BEING all of the same lands conveyed by Murl P. Clark and Eva H. Clark, his wife to Ross F. Althouse and Mary Jane Althouse, husband and wife by Deed dated 06/17/1975 and recorded 06/18/1975 in the Office of the Recorder of Deeds of Lancaster County to Book N-66, Page 1140, and by Harry M. Moore, widower to Ross F. Althouse and Mary Jane Althouse, his wife by Deed dated 01/17/1959 and recorded 01/23/1959 in the Office of the Recorder of Deeds of Lancaster County to Book D-47, Page 125.

PURCHASER'S AGREEMENT

I/We,

\_\_\_\_\_

agree to have purchased the Real Estate mentioned in the foregoing Conditions, subject to said Conditions, for the sum of

\_\_\_\_\_

(\$ \_\_\_\_\_ ) Dollars.

If I/we shall acquire possession of the Property before payment of the purchase money and shall fail to make payment when due, I/we authorize any attorney to appear for me/us in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, **CONFESS JUDGMENT IN EJECTMENT** against me/us, in favor of the Seller or the latter's assigns, for possession of said Property, and direct the issuing of a writ of possession, with clause or writ of execution for costs: hereby waiving all irregularities, notice, leave of court, present or future exemption laws, and right of appeal.

Witness my/our hand/s and seal/s this 25<sup>th</sup> day of June, 2024.

Witness: \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
Purchaser

Witness: \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)  
Purchaser

RECEIPT

Received of Purchaser on above date, as down money on account of the above purchase price, the sum of Twenty-Five Thousand Dollars (\$25,000.00) on behalf of Seller.

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

MAR 27 1961

PHILIP LAW BLANKS  
SOLD BY  
THE PLAINESBORO CO  
WILLIAMSPORT, PA.  
ALL RIGHTS RESERVED

# Gift Deed

Made the Twenty-fifth day of March  
Nineteen hundred and Sixty-one (1961)

Between CLARENCE MOORE, PARK MOORE, and EARL MOORE, Executors

under the last will and testament of HARRY M. MOORE, late of the Township of Strasburg, County of Lancaster and State of Pennsylvania, parties of the first part, hereinafter called the Grantors,

A  
N  
D

MURL P. CLARK, of the Borough of Strasburg, County and State aforesaid, party of the second part, hereinafter called the Grantee,

Witnesseth, That in consideration of EIGHTY-FOUR THOUSAND SEVEN HUNDRED

FORTY-TWO AND 22/100 (\$84,742.22) Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor do hereby grant and convey to the said grantee.

All THAT CERTAIN message, tenement and tract of land situated in the Township of Strasburg, County of Lancaster and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone in the public road leading from North Jackson Street in Strasburg Borough a corner of land of the Estate of Enos H. Groff and extending thence by the same North seventy-eight degrees (78) forty (40) minutes East, fifty-five and nine-tenths (55.9) perches to a stone and North seventy-nine (79) degrees eighteen (18) minutes East, fifty-three and twenty-four hundredths (53.24) perches to a stone in the public road leading from Strasburg Borough to Smoketown; thence by said road South eleven (11) degrees five (5) minutes East, fourteen (14) perches to a stone a corner of Howry's graveyard; thence by the same South seventy-nine (79) degrees fifteen (15) minutes West, three and five-tenths (3.5) perches to a stone and South eleven (11) degrees five (5) minutes East, two (2) perches to a stone and North seventy-nine (79) degrees fifteen (15) minutes East, three and five tenths (3.5) perches to a stone in the last mentioned road; thence by the same South eleven (11) degrees five (5) minutes East, one hundred ten and seven tenths (110.7) perches to a stone a corner of land of Anna M. Denlinger; thence by the same and land of R. Paul Long and John Zellers South seventy-eight (78) degrees fifteen (15) minutes West, one hundred seven and sixty-one hundredths (107.61) perches to a stone in the first mentioned road; thence along the middle of the same North twelve (12) degrees five (5) minutes West, one hundred twenty-seven and eight tenths (127.8) perches to the place of Beginning.

CONTAINING Eighty-five (85) acres and One Hundred Fifty-three (153) square perches.

BEING THE SAME PREMISES which Carrie B. Hull and B. F. Hull, her husband, by their deed dated March 10, 1941 and recorded in the Recorder's Office in and for Lancaster

C-1627  
2313C  
1072420  
RT-3478-6679  
6781-7152  
7579 8720  
IB  
RSL-183

County in Deed Book A, Volume 35, Page 234, granted and conveyed unto Harry M. Moore and Hattie E. Moore, his wife; AND the said Hattie E. Moore died January 16, 1953 whereupon the full fee simple title interest in these premises vested in the said Harry M. Moore as surviving tenant by the entirety; AND the said Harry M. Moore died March 24, 1960 leaving a Last Will and Testament dated February 11, 1953 and recorded in the Register of Wills' Office in and for Lancaster County in Will Book J, Volume 4, Page 465, in which he named his three sons, Clarence Moore, Park Moore, and Earl Moore, to be executors to whom Letters Testamentary were granted March 30, 1960.

UNDER AND SUBJECT to certain water rights in favor of Earl L. Groff as more fully set forth in a deed recorded in the Recorder's Office in and for Lancaster County in Deed Book U, Volume 43, Page 86.

EXCEPTING AND RESERVING:

ALL THAT CERTAIN tract or piece of land divided into eight (8) lots or parcels and sold by Harry M. Moore to Richard A. Lantz, John A. Coyle (2), Raymond L. Shissler, Harry L. Winters, Earl E. Clark, Edgar L. Glass and Ross F. Althouse, situated along the west side of North Decatur Street, partly in the Borough of Strasburg and partly in the Township of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at or near the middle of the aforementioned North Decatur Street at a corner of land of Muri P. Clark; thence in the said North Decatur Street, North thirteen (13) degrees and forty-nine (49) minutes West, seven hundred and ninety-three (793) feet to a point at or near the middle of the old roadbed of formerly the Hartman's Bridge Road at a corner of land of Ross F. Althouse; thence along said land of Ross F. Althouse, South seventy-six (76) degrees and eleven (11) minutes West, one hundred and seventy-nine (179) feet to an iron pin; thence continuing along said land of Ross F. Althouse and land sold to Edgar L. Glass, Earl E. Clark, Harry L. Winters, Raymond L. Shissler, John A. Coyle (2) and Richard A. Lantz, respectively, South thirteen (13) degrees and forty-nine (49) minutes East, seven hundred ninety-four and three-tenths (794.3) feet to an iron pin at a corner of the aforesaid land of Muri P. Clark; thence along said land of Muri P. Clark, North seventy-five (75) degrees and fifty-one (51) minutes East, one hundred and seventy-nine (179) feet to the place of the Beginning.

CONTAINING three (3) acres and forty-one and seven-tenths (41.7) square perches of land more or less.

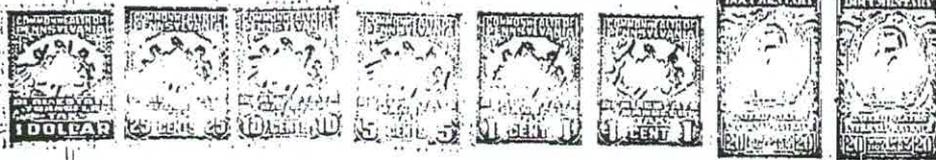
ALL THAT CERTAIN tract or piece of land divided into three (3) lots or parcels and sold to William E. Logan, Victor C. Koch and Clarence Moore, situated along the east side of North Jackson Street in the Borough of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at or near the middle of North Jackson Street at a corner of land now or late of Omer Hershey; thence in the said North Jackson Street, North fifteen (15) degrees and forty-three (43) minutes West, three hundred and fifty (350) feet to a point at or near the middle of North Jackson Street at a corner of land of Clarence Moore; thence leaving the said North Jackson Street and along said land of Clarence Moore, North seventy-four (74) degrees and fifty (50) minutes East, one hundred and seventy-five (175) feet to an iron pin; thence continuing along said land of Clarence Moore and along land of Victor C. Koch and William E. Logan, respectively, South fifteen (15) degrees and forty-three (43) minutes East, three hundred and fifty (350) feet to an iron pin in a line of the aforesaid land of now or late Omer Hershey; thence along the said land of now or late Omer Hershey, South seventy-four (74) degrees and fifty (50) minutes West, one hundred and seventy-five (175) feet to the place of Beginning.

CONTAINING One (1) acre and sixty-five and three-tenths (65.3) square perches of land more or less.



And the said grantors do hereby WARRANT SPECIALLY the property hereby conveyed,



In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

*Marcell Hassel*  
*Loretta Shermeyer*

*Clarence Moore*  
Clarence Moore  
*Park Moore*  
Park Moore  
*Earl Moore*  
Earl Moore  
Executors under the last will and testament  
of Harry M. Moore



Commonwealth of Pennsylvania

County of LANCASTER



On this, the 25<sup>th</sup> day of March 1961, before me A Notary Public

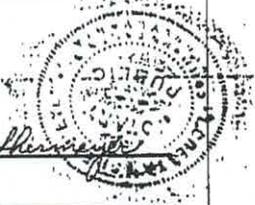
the undersigned officer, personally appeared Clarence Moore, Park Moore and Earl Moore, Executors under the last will and testament of Harry M. Moore known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

MY COMMISSION EXPIRES  
Jan. 18, 1965



*Loretta Shermeyer*  
Notary Public



I, Hereby Certify, that the precise address of the grantors herein is

222 North Decatur Street  
Strasburg, Pa.

*Marcell Hassel*  
Attorney

STAMPS  
Pa. 847.42  
Fed. 93.50

MAIL  
Q 50-425



16659

MAY 25 1971 @ 2:22 P.M.

KNOW ALL MEN BY THESE PRESENTS, That we, Murl P. Clark and Eva H. Clark his wife, residing at 203 N. Decatur Street, Strasburg, Pennsylvania,

hereinafter called "GRANTOR", in consideration of the sum

of One Dollar (\$1.00) to us paid at the date hereof by PENNSYLVANIA POWER & LIGHT

COMPANY, hereinafter called "ELECTRIC COMPANY", the receipt whereof is hereby

acknowledged, do hereby for ourselves, our heirs, executors, administrators and assigns grant and convey unto the said Electric Company, its successors and assigns, the right to construct, reconstruct, operate and maintain its underground electric distribution facilities consisting of ducts, conduits, preassembled cables, wires, submersible or pad-mounted transformers, junction boxes and sectionalizing switches, appurtenant fixtures and apparatus including the right to clear and keep cleared such obstructions from the surface and subsurface as may be necessary for the installation and maintenance of such facilities, in upon, under and along property

which Grantor own or in which we have any interest known as Garden Spot Acres

Development situate in the Borough of

Strasburg, County of Lancaster, Commonwealth of

Pennsylvania, and in, upon, under and along the roads, streets and highways within

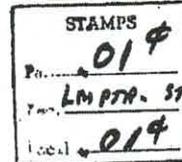
and adjacent to said development, as shown on the plan hereto attached and made a

part hereof; together with the further right to construct, reconstruct, operate and maintain such future underground service extensions from the aforesaid facilities to individual lots or structures subsequent to the execution hereof as electric service thereto is severally required and as may be from time to time necessary; together with the right of ingress and egress to and from the said lines and future service extensions at all times for any of the purposes aforesaid may be convenient.

WITNESS our hands and seals this 17th day of March,

A.D. 1971

LMPTR:STRSBG SCH. TAX PD. \$ .019 JK



Signed, sealed and delivered in the presence of



Paul D. Walter

Murl P. Clark (SEAL) (H)

Eva H. Clark (SEAL) (W)

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Lancaster ) SS

On the 1st day of April 1976, before me, the subscriber,  
a Notary Public for the Commonwealth aforesaid, personally appeared the above named  
Muriel P. Clark and Eva H. Clark

and acknowledged the foregoing instrument to be Their act and deed, and  
desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.



Paul E. Walters  
Notary Public

My Commission Expires 1978 CITY, LANCASTER COUNTY  
My Commission Expires March 24, 1975  
My Commission Expires March 24, 1975  
LANCASTER CITY, LANCASTER COUNTY

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ) SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me, the subscriber,  
a Notary Public for the Commonwealth aforesaid, personally appeared the above named

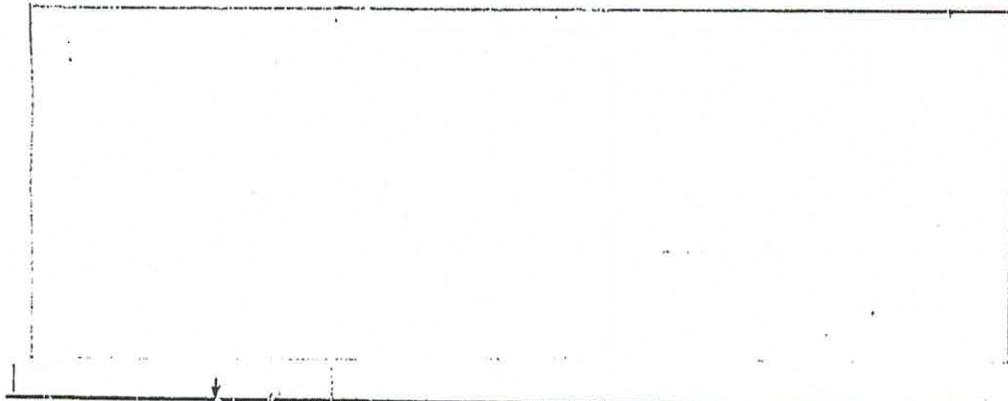
and acknowledged the foregoing instrument to be \_\_\_\_\_ act and deed, and  
desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

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

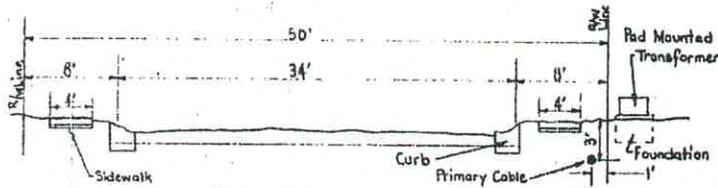
My Commission Expires \_\_\_\_\_



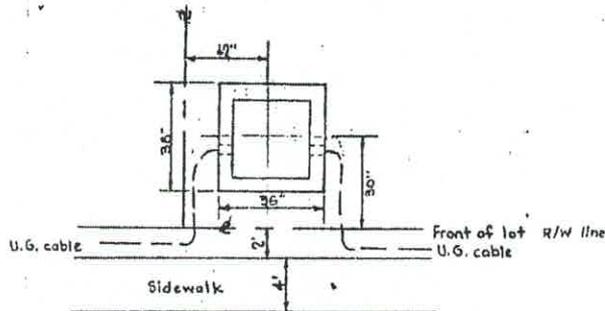


LEGEND:

TO BE REMOVED	EXISTING	PROPOSED	
x	•	o	POLE
x x x	—	□	PAD MOUNTED TRANSFORMER & OVERHEAD ELECTRIC LINE
		—E—	& UNDERGROUND ELECTRIC LINE



DETAIL "A"  
TYPICAL STREET  
CROSSING SECTION  
N.T.S.



DETAIL "B"  
TRANSFORMER  
LOCATION  
N.T.S.

ER—	PLAN SHOWING ELECTRIC LINE RIGHT OF WAY ON PROPERTY OF MURL P. AND EVA H. CLARK IN GARDEN SPOT ACRES BORO OF STRASBURG, LANCASTER CO., PA.
ER—WD 090846	
ER—WD 090845	
ER—28211A	
SCALE—1"=200'	
DATE—3-8-71	
DRAWN—Kock	PENNSYLVANIA POWER & LIGHT COMPANY ALLENTOWN, PA.
CHECKED—OPM	
LEADER—FWW	APPROVED <i>C. J. Scapellato</i>
APPROVED—WSS	REGIONAL ENGINEER
APPROVED— <i>[Signature]</i>	LB-99025-0
BY CH. APPROVED	

MF  
C 61 195



APR 2 1971 14943

Received of The Bell Telephone Company of Pennsylvania, the sum of

ONE Dollar = (\$1.00)

in consideration of which WE heroby grant unto said Company, its associ-  
ated and allied companies, and their respective successors, assigns, lessees and  
agents, the right, privilege and authority to construct, reconstruct, operate and  
maintain lines of telephone and telegraph, consisting of such conduits, manholes,  
cables, wires, buried cables, loading coil pots and other underground appurtenances  
as the grantee may from time to time require, on, under and across the land that  
WE own or in which WE have any interest, said land being  
situated in the TOWNSHIP of STRASBURG  
County of LANCASTER, State of Pennsylvania, and bounded  
on the North by LANDS OF E. GROFF  
on the East by A HIGHWAY KNOWN AS ROUTE # 36011  
on the South by CLOVER AVE  
and on the West by A HIGHWAY KNOWN AS ROUTE # T-732  
and also upon, under and along the roads, streets or highways adjoining the said  
land, with the right of ingress and egress at all times to and from the said land  
for the purposes herein provided.

Any facilities constructed hereunder may, without further consideration,  
be relocated to conform to new or re-established highway limits.

APPROVED:  
Outside Plant Engineer ADMINISTRATIVE ASSISTANT  
Current Plans & Right-of-Way

WITH THE FURTHER RIGHT TO PLACE AND MAINTAIN BUILDING CABLE,  
TERMINALS, AND WIRES  
\_\_\_\_\_

IN WITNESS WHEREOF, WE have hereunto set  
OUR hand s and seals, this 12<sup>TH</sup> day of APRIL  
A. D. 1971, at 203 N. DECATUR ST STRASBURG, PA

WITNESS: J J Will ; MURL P Clark (SEAL)  
MURL P Land Owner CLARK  
WITNESS: J H Will ; Eric T. Clark (SEAL)  
Land Owner WIFE  
WITNESS: \_\_\_\_\_ (SEAL)  
Land Owner  
WITNESS: \_\_\_\_\_ (SEAL)  
Land Owner



LMPTR-STRSBRG SCH. TAX PD. \$ 201<sup>00</sup> OK

STAMPS  
Att  
Lancaster Strasburg  
Seal 01

Z 60 340

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )SS:

On this, the 12<sup>th</sup> day of APRIL  
1971, before me A NOTARY PUBLIC  
the undersigned officer, personally appeared MURE P + EVA H CLARK  
known to me (or satisfactorily proven) to be the person s whose name S  
is subscribed to the within instrument, and acknowledged that THEY  
executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Jackson H. Will  
Notary Public  
JACKSON H. WILL, NOTARY PUBLIC  
LANCASTER, LANCASTER COUNTY  
MY COMMISSION EXPIRES FEB. 15, 1978

My commission expires

L-85-R

16781 NOV 4 - 1963

KNOW ALL MEN BY THESE PRESENTS, that we, Murl P. Clark and Eva H. Clark, his wife, of North Decator St., Strasburg, Pa.

in consideration of the sum of One Dollar (\$1.00) to us paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged,

do hereby, for ourselves, our heirs, executors, administrators and assigns, irrevocable grant and convey unto the said PENNSYLVANIA POWER & LIGHT COMPANY, its successors, assigns and lessees, the right, privilege and authority to construct, reconstruct, maintain and operate its electric lines, including such poles, guys, wires, cables, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its successors, assigns and lessees, upon, across, over, under and along the property which we own or in

which we have any interest, known as Garden Spot Acres

in the Borough of Strasburg, County of Lancaster, Commonwealth of Pennsylvania, and upon, across, over, under and along the roads, streets, or highways adjoining the said property, as shown on the plan hereto-attached and made part hereof, including the service extension from these lines to individual lots as may be from time to time necessary; together with the right of ingress and egress to and from the said lines and service extensions at all times for any of the purposes aforesaid, and also the right to cut down, to trim and to keep cut down and trimmed any and all such trees, brush or other undergrowth on said premises which, in the judgment of said Company, may at any time interfere with the construction, reconstruction, maintenance or operation of said electric lines, poles, wires, guys, fixtures and apparatus, or menace the same.

PENNSYLVANIA POWER & LIGHT COMPANY may permit The Bell Telephone Company of Pennsylvania, its successors and assigns, and others to attach to and use any or all of the poles owned by PENNSYLVANIA POWER & LIGHT COMPANY located on the aforesaid premises, known as Garden Spot Acres

PENNSYLVANIA POWER & LIGHT COMPANY may attach to and use any or all of the poles erected and owned by Bell Telephone Company of Pennsylvania, and others on the aforesaid premises, known as Garden Spot Acres provided however, that PENNSYLVANIA POWER & LIGHT COMPANY first secures the necessary permission from Bell Telephone Company of Pennsylvania, and others to make such attachments on its poles.

WITNESS our hands and seals this 7 day of October,

A.D. 1963

Signed, sealed and delivered in the presence of

Thelma Deckman

Murl P. Clark (SEAL) H

Eva H. Clark (SEAL) W

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Lancaster ) SS

On the 7 day of October 1963, before me, the subscriber, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the City of Lancaster, County of Lancaster, came the above named Muriel P. Clark and Eva H. Clark and acknowledged the foregoing instrument to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.



John E. Lisher  
Notary Public  
Lancaster City - County of Lancaster  
My commission expires Apr 26, 1965

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ) SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me, the subscriber, a Notary Public for the Commonwealth aforesaid, commissioned for and residing in the \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_, came the above named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_ act and deed, and desired the same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.



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

My commission expires \_\_\_\_\_

10156 DEC 31 1970

Received of The Bell Telephone Company of Pennsylvania, the sum of ONE Dollar = (\$1.00)

in consideration of which WE hereby grant unto said Company, its associated and allied companies, and their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such conduits, manholes, cables, wires, buried cables, loading coil pots and other underground appurtenances as the grantee may from time to time require, on, under and across the land that WE own or in which WE have any interest, said land being situated in the BOROUGH of STRASBURG, County of LANCASTER, State of Pennsylvania, and bounded on the North by CLOVER AVE, on the East by LANDS OF VARIOUS PROPERTY OWNERS, on the South by LANDS OF B. YUNNIGER, W. KOCH AND VARIOUS OTHER OWNERS, and on the West by LANDS OF VARIOUS PROPERTY OWNERS AND N. JACKSON, JR., and also upon, under and along the roads, streets or highways adjoining the said land, with the right of ingress and egress at all times to and from the said land for the purposes herein provided.

Any facilities constructed hereunder may, without further consideration, be relocated to conform to new or re-established highway limits.

WITH THE FURTHER RIGHT TO PLACE AND MAINTAIN ADDITIONAL BURIED FACILITIES AS MAY BE REQUIRED TO PROVIDE SERVICE IN THE FUTURE.

LMPTR STRSBRG SCH. TAX PD. \$ 701

IN WITNESS WHEREOF, WE have hereunto set OUR hand S and seal S, this 15TH day of DECEMBER A. D. 1970, at 244 N. DECATUR ST. STRASBURG, PA

WITNESS: J H Will x Maryl P Clark (SEAL)  
Land Owner

WITNESS: J H Will x Iva H. Clark (SEAL)  
Land Owner WIFE

WITNESS: \_\_\_\_\_ (SEAL)  
Land Owner

WITNESS: \_\_\_\_\_ (SEAL)  
Land Owner



STAMPS  
Pa. Attached  
Fed. Completed  
Local 101



APPROVED: W. J. Lawrence  
Outside Plant Engineer, ADMINISTRATIVE ASSISTANT  
Current Plans & Right of Way Div.

P 60 504

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )SS:

On this, the 15<sup>TH</sup> day of DECEMBER  
1970, before me A NOTARY PUBLIC  
the undersigned officer, personally appeared MRS. P. J. EVA H. CLARK

known to me (or satisfactorily proven) to be the person S whose name S  
is subscribed to the within instrument, and acknowledged that THEY

executed the same for the purpose therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Jackson H. Will  
Notary Public

JACKSON H. WILL, NOTARY PUBLIC  
LANCASTER, LANCASTER COUNTY  
MY COMMISSION EXPIRES FEB. 15, 1971  
Member, Pennsylvania Association of Notaries

17179 NOV 20 1963

AGREEMENT

THIS AGREEMENT, made this 24 day of May, 1963, between MURL P. CLARK of Strasburg, Pennsylvania, hereinafter called CLARK, and THE BOROUGH OF STRASBURG, hereinafter called THE BOROUGH, wherein it is agreed as follows:

1. CLARK agrees to submit for approval to the Lancaster County Planning Commission, a plan for Garden Spot Acres, prepared by J. H. Shertzer, P. E. dated November 10 1962 M P C J.C.S.
2. CLARK agrees to pave the streets of Garden Spot Acres according to the standard specifications for street construction for the Borough of Strasburg for six (6) inch penetration macadam paving, a copy of which is attached hereto and made a part hereof and marked Schedule A.
3. CLARK agrees to file a petition with the Borough to annex to the Borough, the land of Garden Spot Acres, as shown on said plan, and also so much of the land of his farm adjoining said Plan on the western boundary thereof, and extending Westwardly to Jackson Street, (Filed in Boro Office, February 4 1963). M P C J.C.S.
4. CLARK agrees to install water mains according to Borough specifications throughout the development, and agree to install connections at places suggested by the Borough, to the existing Borough System. He further grants to the Borough a right of way from the Borough mains across his land to the development at such place or places where needed.
5. THE BOROUGH agrees to supply water from its existing water system to the development upon compliance with an approved plan and all separate agreements.

6. The cost of providing and installing the water system shall be determined and the cost per front foot for each lot in the development ascertained by dividing the total cost of the system by the sum of the total of the frontages of all lots in the development. Corner lots shall be considered to have only one front line and the sides of corner lots along streets shall not be used in making this computation. As each lot in the development is sold by CLARK or his successors, and water connections made for the dwellings, then CLARK shall submit a bill to the BOROUGH stating the front footage of the lot, multiplied by the costs per front foot, as above ascertained, but for lots in excess of one hundred feet frontage, the bill shall be for only one hundred feet. THE BOROUGH shall pay the amount of each bill submitted, within sixty (60) days of receiving the same whenever funds are available to pay. The water reimbursement program may be spread over a period of five years in an effort to avoid causing the BOROUGH to borrow money to make the reimbursement. It is contemplated by both parties hereto that the cost of installing the system will be repaid in full to CLARK when all building lots in the development are sold, except for the loss on lots in excess of one hundred feet. At the present time, CLARK does not expect reimbursement for the cost of that part of the six inch main between the place where it will connect with the existing Borough main <sup>on N. Jackson Street</sup> and the place where it meets the boundary of the development. It is contemplated that he will be reimbursed for this section, which runs through his farm, when the land adjoining it is developed into building lots and dwellings are constructed thereon. For this reason this part of the main will not enter into the computation to determine foot frontage cost of the lots in the proposed development.

7. The reimbursement rate per reimbursement foot shall be based upon the actual cost, but not to exceed \$6 per reimbursement foot. A one year guarantee against leakage or breaks in all new water mains shall be given by Mr. H. P. Clark, the developer.
8. When the water mains are approved by the Borough Engineer as having been installed according to the Borough specifications and the approved Development Plan, and the development area has been annexed, Borough water will be available to the development.
9. When the streets are approved by the Borough Engineer as having been constructed according to the Borough specifications and the approved Development Plan, and the area has been annexed, the Borough will assume the street lighting and shade tree program and the maintenance of the streets.
10. CLARK agrees to supply, at his own expense, a competent engineer to establish the grades and elevations of all curbs, streets and drainage facilities in the development, said engineer to be governed by the Borough Engineer.
11. CLARK agrees to follow the Borough Resolution No. 1961-1 controlling land development and annexation, a copy of which is in Mr. Clark's possession.
12. The Clark development program shall include the cost of and the installation of a six (6") inch water main, the streets, curbs, and sidewalks from the existing end of N. Fulton Street northward to the southern boundary line of the Clark Development at the proposed N. Fulton Street in the Clark Development. The same specifications apply as used in the Development area.

13. The Borough leaves to the Developer a choice of two curb and sidewalk combinations as follows:

A - A roll type curb with a 30" grass strip between the curb and four foot concrete sidewalk, or

B - A straight (vertical) type curb with a four foot concrete sidewalk adjacent to the inner edge of the curb.

14. A four foot concrete sidewalk shall be incorporated throughout the entire development.

15. The Developer shall install or construct immediately (before completing construction of any house) all streets, curbs, water mains, and surface water drainage facilities. In return the Borough will not require a completion performance bond.

16. The Clark Development program shall include the cost of and the installation of a 6" water main, the street, curbs, and sidewalks from a point on N. Decatur Street between the Chevron Service Station and Roy Weaver's residence westward to the east boundary line of the proposed development area and connecting with Pleasant View Drive in the Development.

17. The Borough Engineer shall provide sidewalk specifications for the developer. Sidewalks to be installed as each home and landscaping is completed.

18. This agreement shall extend to and shall bind the respective successors, assigns, and personal representatives of the parties hereto. IN WITNESS WHEREOF, the said MURL P. CLARK has set his hand and seal and THE BOROUGH OF STRASBURG has caused this Agreement to be executed by its duly authorized officers.

*J. Blair Smith*

*Murl P. Clark* (SEAL)  
MURL P. CLARK

THE BOROUGH OF STRASBURG  
BY *Rodney S. Draper* (SEAL)



3464 MAY 25 1962

THIS AGREEMENT made this 14th day of May, 1962, by and between MURL P. CLARK and EVA H. CLARK, husband and wife, of the Township of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, (hereinafter called Owners), and JACOB B. ZIMMERMAN & SONS, INC., a Pennsylvania corporation having its principal place of business in the Village of Blue Ball, Township of East Earl, County of Lancaster and Commonwealth of Pennsylvania, (hereinafter called Purchaser).

WHEREAS, Owners, by Agreement of Sale dated March 20, 1962, agreed to sell to Purchaser a tract or piece of land situate along the Western side of State Highway Legislative Route 36011, (North Decatur Street), leading from the Borough of Strasburg to the Lincoln Highway in the Township of Strasburg, County of Lancaster and Commonwealth of Pennsylvania, said tract containing in front along and in said Highway 190 feet and extending in depth of that width Westwardly 225 feet; and

WHEREAS, Owners and Purchaser have verbally agreed in addition to the terms set forth in said Articles of Agreement of Sale to various items respecting the sale of said premises; and

WHEREAS, in order to more particularly set forth said items the parties are desirous of entering into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth it is agreed as follows:

1. Owners agree to construct two 30 feet wide black-topped drives on the North and South sides of the above mentioned premises. Said streets to be constructed in a manner to be approved by Purchaser with sufficient ballast for use by heavy trucks.
2. Owners agree that said two 30 feet wide streets shall extend from the State Highway Westwardly to the depth of the premises to be conveyed to Purchaser.
3. Both parties agree that said two 30 feet wide black-topped drives or streets shall be used by Purchaser, Purchaser's

business guests and invitees in common <sup>with owner</sup> /with others entitled to the use of the same.

4. Owners agree to maintain said streets until such time as said streets are taken over by a municipality.

5. Owners agree that if said streets are not satisfactory to a municipality and/or the Planning Commission of Lancaster County for extension Westwardly to remaining land of Owners for developmental purposes, then Owners will not take any proceedings nor <sup>anyone claiming under owners to take</sup> permit/any proceedings to be taken against Purchaser for condemnation of additional land. Owners further agree to save Purchaser harmless <sup>instituted by or through</sup> in the event that condemnation proceedings <sup>owners or anyone claiming under them</sup> /are brought against Purchaser following conveyance for the widening of said streets.

6. Owners agree to provide Purchaser with water service for the building to be erected on said premises from a supply of spring water by constructing a lateral from said premises to the next adjoining building of Owners. Construction of lateral to be at expense of Purchaser. Owners agree that the rate or charge for water used shall be one-half of the rate now in force and charged for water services in the Borough of Strasburg. Said water service to continue until water service to said premises becomes available by extension of mains from the Borough of Strasburg.

7. Owners agree that a macadam roll gutter shall be provided instead of cement curbing in order to control the flow of surface waterway from the premises to be conveyed to Purchaser.

8. Owners and Purchaser agree to cooperate in the establishment of a building grade for the store building to be erected on the premises. Outside storage shall be kept to the rear and neatly arranged.

9. Both parties agree that the terms of this Agreement shall continue and shall be capable of being enforced after the conveyance of said premises, which the parties plan to take place on even date herewith. Both parties agree that this Agreement shall be

binding upon their respective heirs, personal representatives, successors and assigns, and persons who shall become the Owners of any part of the premises of which the premises herein mentioned is also a part, being the same premises which Clarence Moore, Park Moore and Earl Moore, Executors of the last Will and Testament of Harry M. Moore, deceased, by their deed dated March 25, 1961, and recorded in the Recorder's Office in and for Lancaster County, Pa., in Deed Book Q, Volume 50, Page 423, granted and conveyed unto Murl P. Clark.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and caused this Agreement to be executed the day and year first above written.

Witnesses:

Robert W. Clark  
Francis D. Tellock

ATTEST:

Melvin Zimmerman  
Secretary

Murl P. Clark (SEAL)  
Murl P. Clark

Eva H. Clark (SEAL)  
Eva H. Clark, Owners

JACOB B. ZIMMERMAN & SONS, INC.

By Jacob B. Zimmerman  
President, Purchaser



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER ) SS:

On this 14th day of May, 1962, before me, a Notary Public, personally appeared Murl P. Clark and Eva H. Clark, husband and wife, known to me to be the persons whose names are subscribed to the within Agreement, and acknowledged that they executed the same for the purpose therein contained.

WITNESS my hand and Notarial seal.

*Ruth M. Holler*  
Notary Public  
My Comm. Expires: Feb. 28, 1966

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER ) SS:

On this 14th day of May, 1962, before me, a Notary Public, personally appeared Melvin M. Zimmerman, Secretary of Jacob B. Zimmerman & Sons, Inc., a corporation, and that he as such officer being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

WITNESS my hand and Notarial seal.

*Melvin Zimmerman*  
Secretary  
*Ruth M. Holler*  
Notary Public  
My Comm. Expires: Feb. 28, 1966