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# CONDITIONS OF SALE

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

The property to be sold is 410 Ash Road, in the Township of Caernarvon, 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 THIRTY THOUSAND DOLLARS (\$30,000.00) ("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 fifty-five (55) 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 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

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<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.

had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain.

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 covenant & restrictions, right of ways, and easements as set forth in Plat Map Document No. 2024-0356-J.
- (4) Subject to Mineral rights as set forth in Deed Book 3788 Page 206.
- (5) Subject to Reserve a right of way 20 feet wide extending across as set forth in Deed Book Q-56 Page 1020.
- (6) Subject to Right of Way recorded in Book 4155 Page 699-700.
- (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. If Seller notifies Buyer that he wishes to enter into a tax deferred exchange for the Premises pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Seller shall indemnify and hold harmless Buyer against any liability which arises from any aspect of the exchange transaction.
11. 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.
12. 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, 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.

13. Any survey required by Purchaser or Purchaser's title insurer shall be at Purchaser's expense.
14. 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 is 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.
15. Purchaser acknowledges receipt, if applicable, of the Property Disclosure Statement, Lead-Based Paint Hazards Disclosure Form 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.

16. 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 announced prior to commencement of bidding on the Property, and that the Purchaser is not relying upon the public announcement of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Property.
17. 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.
18. 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.

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

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

James R. Ford, Jr.

## LEGAL DESCRIPTION

### PROPERTY

**ADDRESS:** 410 Ash Road, Morgantown, PA 19543

**COUNTY:** Lancaster

**ALL THAT CERTAIN** parcel or piece of land situate in the Township of Caernarvon, County of Lancaster, Commonwealth of Pennsylvania, shown as “Proposed Parcel A – 13.976 AC.”, on a plan titled “Lot Consolidation and Add-on Plan, for James R. Ford, Jr.”, prepared by Edward B. Walsh & Associates, Inc., Civil Engineers and Land Surveyors, Exton, PA, dated August 01, 2023, last revised May 16, 2024, Project No. 4984, being Sheet 1 of a total of 1 Sheet, and being more fully described as follows:

**BEGINNING** at a point in the bed of S.R. 0010 - Route 10 (50 feet wide) (as shown on said Plan), said point being measured along the line dividing this described Parcel A to the east and the lands of the now or late James R. Ford (Acct. 050-80778-0-0000) to the west, North 25 degrees 23 minute 42 seconds West 29.40 feet from a bent iron pipe found on said line; thence from the point of beginning, crossing said road bed, North 62 degrees 39 minutes 28 seconds East 119.64 feet to a point marked by a rebar found on the southeasterly legal right-of-way line of said Route 10); thence along the same, North 48 degrees 01 minutes 50 seconds East 190.39 feet to a point, being the westerly most corner of Proposed Parcel B (as shown on said Plan); thence along the southwesterly line of the same, passing over a marble monument found on line, South 54 degrees 03 minutes 20 seconds East 505.02 feet to a point being the northwesterly corner of lands of the now or late Paul J. & Pearlann Spencer (Acct. #050-92572-0-0000); thence along the westerly line of the same, South 25 degrees 33 minutes 26 seconds East 429.61 feet to the northeasterly corner of lands of the now or late Morgantown Rod & Gun Club (Acct. 050-68596-00000), said point being marked by a rebar found in a stone pile; thence along the line of the same the following two (2) courses and distances:

1. South 69 degrees 53 minutes 10 seconds West, passing over an axle found at distance of 221.10 feet from the next mentioned point, a total distance of 845.00 feet to point, said a point, being measured North 00 degrees 41 minutes 49 seconds West 3.79 feet from a rebar found;
2. South 20 degrees 00 minutes 37 seconds East 185.00 feet to a point marked by a rebar found in a rock pile at the northeasterly corner of lands of the now or late David L. Stoltzfus (Acct. 05054344-0-0000);

thence along the northerly line of the same, South 69 degrees 53 minutes 14 seconds West 339.43 feet to a point marked by a rebar found in a rock pile at the southeasterly corner of lands of the now or late Irvin D. Wasner, Jr. (Acct. 050-43674-0-0000); thence along the easterly line of the same, North 14 degrees 36 minutes 39 seconds West 312.76 feet to a point marked by a rebar found at the southwesterly corner of lands of the now or late James R. Ford, aforementioned; thence along the same the following two (2) courses and distances:

1. North 46 degrees 10 minutes 32 seconds East 624.81 feet to a point;
2. North 25 degrees 23 minutes 42 seconds West, passing over a bent iron pipe at a distance of 29.40 feet from the next mentioned point, a total distance of 384.77 feet to the point and place of BEGINNING.

**CONTAINING:** 13.976 acres of land, be the same more or less.

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 26th day of October, 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 Thirty Thousand Dollars (\$30,000.00) on behalf of Seller.

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



Ann M. Hess, Esq.

Lancaster Recorder of Deeds  
Office of Recorder of Deeds, 150 N. Queen St., Suite 315

This is a certification page

\*\*\*This page is now part of this legal document - DO NOT DETACH\*\*\*

Recording:

Recording Fee	\$9.50
Additional Page	\$4.00
County Improvement	\$2.00
ROD Improvement Fee	\$3.00
State Writ Tax	\$0.50
State JCS/Access to Justice	\$0.00
Affordable Housing	\$0.00
Local RTT Tax	\$0.00
State RTT Tax	\$0.00
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Total:	\$19.00

Local RTT Tax Breakout:

Document #: 2024-0356-J

Receipt #: 24-12976

Clerk: Twildman

Rec Date: 09/10/2024 01:37:40 PM

Num Pages: 4

Document Type: SUBDIVISION PLANS/LAND DEVELOPMENT PLANS

Rec'd From: JAMES FORD

\*\*\*\*NOTICE: This is not a Bill.\*\*\*\*

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

Record and Return To:



*Ann M. Hess*  
Ann M. Hess, Esq.

\*\*Information may change during the verification process and may not be reflected on this page.

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

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

CERTIFIED ON 9/10/24

Return to: EDWARD B. WALSH & ASSOCIATES, INC.  
855 SPRINGDALE DRIVE  
SUITE 202  
EXTON PA 19341

District #: 050

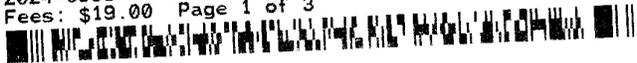
Re: LCPC File #: 23-39

The plan identified below was reviewed by the staff of the Lancaster County Planning Department on **October 2, 2023**.

**Plan Name:** James R. Ford, Jr.  
**Municipality:** Caernarvon Township

**Property Owner(s):** James R. Ford, Jr.

Lancaster ROD Ann M. Hess, Esq.  
SUBDIVISION PLANS/LAND DEVELOPMENT PLANS  
2024-0356-J 09/10/2024 01:37 PM  
Fees: \$19.00 Page 1 of 3



Certified for Recording by: \_\_\_\_\_

  
Regional Liaison/ Regional Planner

JDH/JMH/ncs

Caernarvon Township, Lancaster County  
2139 Main Street, Narvon, PA 17555  
717-445-4244 Fax: 717-445-7119  
[www.caernarvonlanaster.org](http://www.caernarvonlanaster.org)

September 10, 2024

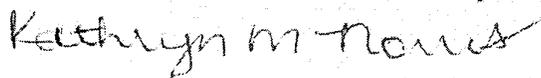
Ann Hess, Recorder of Deeds  
County of Lancaster  
Office of the Recorder of Deeds  
PO Box 1478  
Lancaster, PA 17608

Re: James Ford, Ash Road & Twin County Road

Dear Ms. Hess,

At the Board of Supervisors' monthly meeting on Monday, March 4, 2024, the Board approved the Lot Add On Plan for James Ford, Ash Road & Twin County Road. Since more than 90 days have passed since the approval, please accept this letter as confirmation that Caernarvon Township, Lancaster County, still considers this approval to be valid and supports the recording of the plan.

Sincerely,



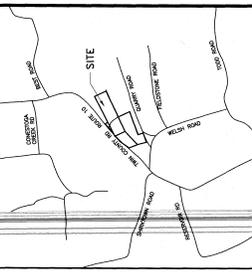
Kathryn M Norris  
Secretary/Treasurer  
Caernarvon Township



**ZONING DATA**

**OPEN SPACE CONSERVATION ZONING DISTRICT REQUIREMENT**

REQUIREMENT	PROVIDED
MINIMUM LOT AREA	65,000 SF
MINIMUM LOT WIDTH	13,877 ACRES
MINIMUM LOT DEPTH	198 FT AT BLDG LINE
YARD REQUIREMENTS:	230 FT AT BLDG LINE
FRONT YARD	450 FT
REAR YARD	50 FT FROM ROAD
MINIMUM COVERAGE	50 FT FROM ROAD
	60 FT
	60 FT
	20%



**INDIVIDUAL CERTIFICATION OF OWNERSHIP, ACKNOWLEDGMENT OF THE PLAN, AND OTHER INFORMATION**  
 COUNTY OF LANCASTER  
 PENNSYLVANIA

ON THIS, the 24th day of June, 2024, before me, the undersigned authority, personally appeared **JAMES R. FORD, JR.**, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. My commission expires August 24, 2024.

*Markell J. A.*  
 Notary Public for Lancaster County, PA  
 My Commission Expires August 24, 2024  
 Commission Number 133275

**LANCASTER COUNTY PLANNING DEPARTMENT'S REVIEW CERTIFICATE**  
 REVIEWED BY: *[Signature]*  
 TOWNSHIP ENGINEER

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 REVIEWED BY: *[Signature]*  
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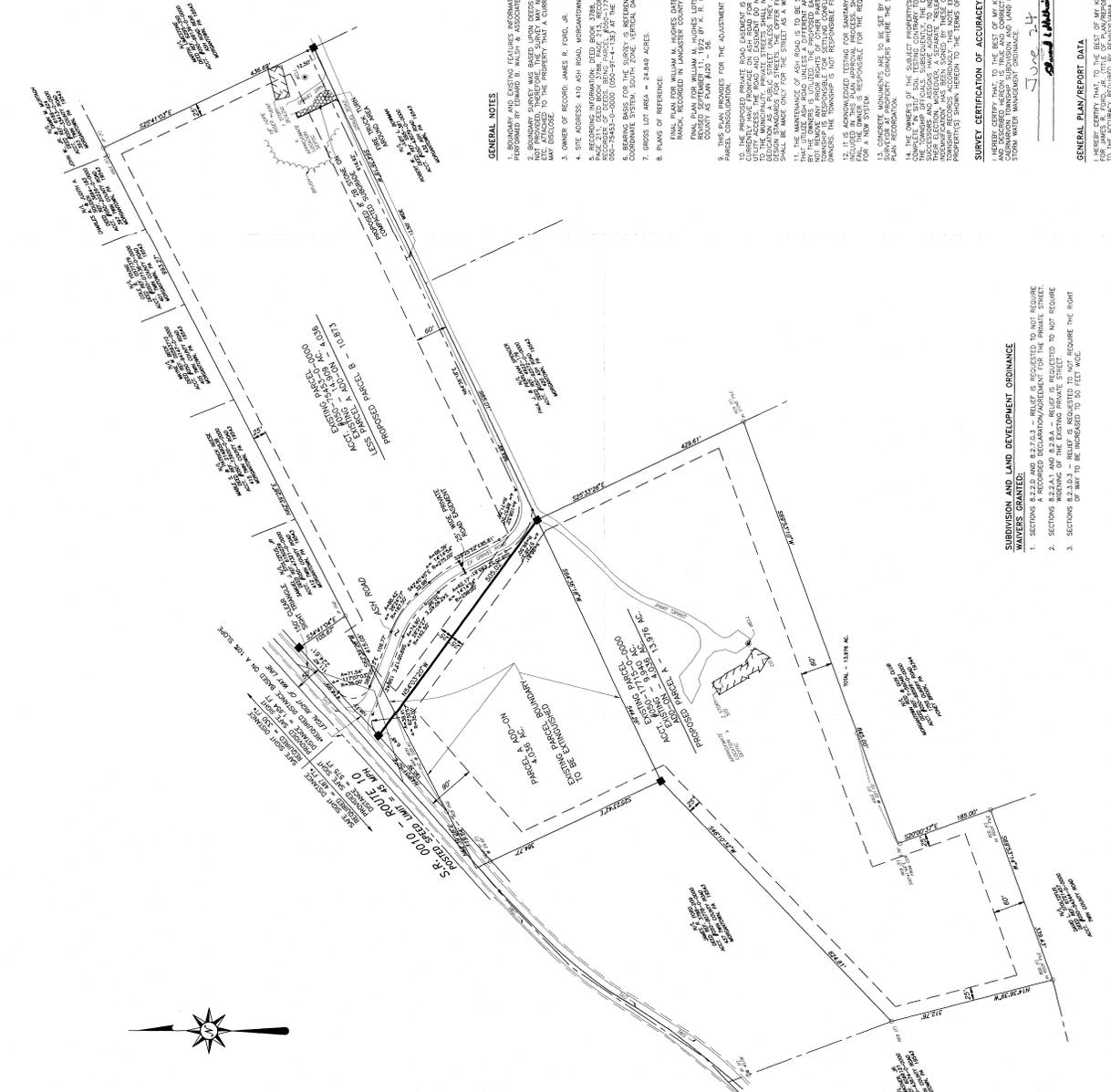
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 TOWNSHIP ENGINEER



**RECORD OWNER/APPLICANT**  
 JAMES R. FORD, JR.  
 410 Ash Road  
 Middletown, PA 17043

**GENERAL PLAN/REPORT DATA**  
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOT CONSOLIDATION AND LOT ADD-ON PLAN IS IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND/OR STORM WATER MANAGEMENT ORDINANCE.  
 DATE: June 24, 2024  
*[Signature]*  
 TOWNSHIP ENGINEER

**RECORD OWNER/APPLICANT**  
 JAMES R. FORD, JR.  
 410 Ash Road  
 Middletown, PA 17043

**GENERAL PLAN/REPORT DATA**  
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOWN IS IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE AND/OR STORM WATER MANAGEMENT ORDINANCE.  
 DATE: June 24, 2024  
*[Signature]*  
 TOWNSHIP ENGINEER

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 Middletown, PA 17043

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 DATE: June 24, 2024  
*[Signature]*  
 TOWNSHIP ENGINEER

**PRELIMINARY/FINAL**

LOT CONSOLIDATION AND LOT ADD-ON PLAN FOR

**JAMES R. FORD, JR.**

Edward B. Walsh & Associates, Inc.  
 CIVIL ENGINEERS & SURVEYORS  
 808 South Beaver Dam Road, Suite 202  
 Exton, Pennsylvania 19341  
 Phone: 610-883-0080  
 Fax: 610-883-0080

LANCASTER COUNTY, PA  
 TOWNSHIP ENGINEER

DATE: June 24, 2024

GRAPHIC SCALE: 1" = 400 FEET

Sheet: 1 of 1

993008003

**This Deed**

1350

RECORDED OR FILED  
93 FEB -5 PH 3:34

FEB 5 1993

Made the 4th day of February  
Nineteen hundred and ninety-three (1993)

RECORDER OF DEEDS  
LANCASTER, PA.



Between JOHN H. CLARK, JR. and WILMA MILLER, Executors of the Estate of WILLIAM

C. WILSON a/k/a WILLIAM WILSON, late, of 1608 Williams Way, Chester County, Pennsylvania  
19380 (Hereinafter called the "Grantors"),

A N D JAMES R. FORD, JR., an adult individual of the Township of Leacock, County  
of Lancaster and Commonwealth of Pennsylvania, of the Second Part (Hereinafter  
called the "Grantee").

TAXES	
Pa.	185.00
Local	92.50
Local	92.50

*Callie...  
sup  
C...  
No.*

**Witnesseth**, That in consideration of Eighteen Thousand Five Hundred (\$18,500.00)  
Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said grantors do  
hereby grant and convey to the said grantee, his heirs and assigns,

ALL THAT CERTAIN tract of unimproved woodland known as Tract No. 1 as shown on a  
property survey for Wilson Properties and surveyed by Diehm & Sons-Surveyors (Dwg. No.  
G-309), said tract situate on the Southeast side of SR 0010 and located in the Township  
of Caernarvon, County of Lancaster and Commonwealth of Pennsylvania, bounded and  
described as follows:

97  
H  
10  
13

BEGINNING at the Southwest corner, a rebar on the East right-of-way line of SR  
0010, a road leading from Honeybrook to Morgantown; thence along the East right-of-way  
line of SR 0010, North forty-eight degrees thirty-two minutes three seconds East (N 48  
32' 03" E) four hundred and fifteen and no hundredths (415.00) feet to a rebar, a  
corner of land of William M. & Muriel Hughes; thence leaving SR 0010 and by William M.  
& Muriel Hughes, land of which this was a part, South thirty-four degrees nine minutes  
eight seconds East (S 34 09' 08" E) one hundred and five and sixty-six hundredths  
(105.66) feet to a rebar on line of other land of William & Dolores Wilson; thence by  
William & Dolores Wilson, South sixty-three degrees nine minutes forty-one seconds West  
(S 63 09' 41" W) four hundred and fifteen and no hundredths (415.00) feet to the POINT  
OF BEGINNING.

CONTAINING 0.499 Acres.

BEING THE SAME PREMISES WHICH William M. Hughest and Muriel Hughes, by deed dated  
July 1, 1974 and recorded in the Lancaster County Recorder of Deeds Office in Record  
Book Q, Volume 65, Page 235 granted and conveyed unto William Wilson and Dolores  
Wilson.

AND THE SAID Dolores Wilson died May 18, 1989 whereupon fee simple title in and  
to the said premises vested in William Wilson, by right of survivorship.

AND THE SAID William Wilson, being so seized thereof, died testate September 9,  
1991, leaving a Last Will and Testament dated 4/19/91 and a Codicil executed 8/20/91,  
duly admitted to probate and remaining of record in the Register of Wills' Office in  
and for Chester County, Pennsylvania, wherein he appointed John H. Clark, Jr. and Wilma  
Miller, Executors, to whom Letters Testamentary were granted 9/11/91 to No. 1591-1072.

UNDER AND SUBJECT TO mineral rights as set forth in Record Book K, Volume 15,  
Page 392.

ALSO SUBJECT TO easement as set forth in Record Book Q, Volume 235 and Record  
Book Q, Volume 56, Page 1020.

BEING tax parcel #050-9T-4-13

John H. Clark, Jr. and Wilma Miller, Executors of the Estate of William C. Wilson a/k/a William Wilson, deceased, covenant, promise, and agree, to and with the said James R. Ford, Jr., his heirs and assigns, that they the said John H. Clark, Jr. and Wilma Miller, Executors as aforesaid, have not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged, or encumbered, in title, charge, estate, or otherwise howsoever.

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 )  
 \_\_\_\_\_ )  
 Linda Kling )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

WILLIAM C. WILSON ESTATE  
 BY: [Signature] (SEAL)  
 John H. Clark, Jr., Executor  
 BY: [Signature] (SEAL)  
 Wilma Miller, Executor  
 \_\_\_\_\_ (SEAL)

Commonwealth of Pennsylvania )  
 ) SS:  
 County of Lancaster )

On this, the 4th day of February, 1993, before me, a Notary Public, the undersigned officer, personally appeared John H. Clark, Jr. and Wilma Miller, Executors of the Estate of William C. Wilson, deceased, 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  
 Notarial Seal  
 Pamela L. Hartman, Notary Public  
 New Holland Boro, Lancaster County  
 My Commission Expires April 16, 1994  
 Member, Pennsylvania Association of Notaries

[Signature]  
 Notary Public

I Hereby Certify, that the precise address of the grantees herein is 53 Leacock Rd., PO Box 12, Gordonville, PA 17529.

WENTZ, WEAVER & KLING  
 BY: [Signature]  
 Linda Kling, Esquire

Commonwealth of Pennsylvania )  
 ) SS:  
 County of Lancaster )

Recorded on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_  
 in the Recorder's Office of said County  
 in DEED Book \_\_\_\_\_, Vol. \_\_\_\_\_, PAGE \_\_\_\_\_  
 Given under my hand and seal of the said office the date above written.

RECORDER

02-05-93 15:31C012 10 68711  
STATE TAX \$185.00  
LOCAL TAX \$92.50  
LOCAL TAX \$92.50  
WRIT TAX \$0.50  
RECORD FEE \$13.00

3788 0208

13512

Q 56 1020

APR 20 1967

This Deed, made the 28

day of July

in the year one thousand nine hundred and sixty-six (1966)

Between HARVEY R. KEIFFER and ELLA M. KEIFFER, his wife, of Caernarvon Township, Lancaster County, Pennsylvania

, hereinafter called grantor,

and WILLIAM WILSON and DOLORES WILSON, his wife, of West Chester, Chester County, Pennsylvania

, hereinafter called grantee,

Witnesseth that grantor, intending to be legally bound hereby,

hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by this deed does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto grantee

ALL THAT CERTAIN tract of land, situate in Caernarvon Township, Lancaster County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner thereof, a point in the center of State Highway Route 10, leading from Honeybrook to Morgantown, located a distance of 2500.6 feet northeastward from a point in the intersection of said State Highway Route 10, and the Churchtown Road and being located on line of land conveyed by Harvey R. Keiffer to Samuel Chudnosky, thence extending along in the said Highway, by land of Samuel Chudnosky north 55 degrees 09 minutes east, 59.00 feet to a point in the said Highway a corner of land of Samuel Chudnosky and on line of land of Phoenix Iron Company, thence extending by said land of Phoenix Iron Company, crossing diagonally the southern side of said Highway, north 70 degrees 15 minutes east, 271.30 feet to a marble stone a common corner between tract No. 3 and tract No. 1 of premises now of Harvey R. Keiffer, thence extending by said land of Phoenix Iron Co. north 68 degrees 35 minutes east, 1200.00 feet to a stone on line of land of Phoenix Iron Company, thence extending by land retained by Harvey R. Keiffer, south 19 degrees 45 minutes east, 436.60 feet to a stone; thence by land of the same, south 70 degrees 15 minutes west, a distance of 1528.25 feet to a stone, thence by land of the same, north 19 degrees 45 minutes west, 380.20 feet to a point in the aforesaid State Highway Route 10, the place of Beginning, said line crossing an iron pin set at the south side of the Highway, containing 14.25 Acres.

The Grantors herein reserve a right-of-way 20 feet wide extending across the above-described premises in a North-South direction, said right-of-way extending Southward across the property of Phoenix Iron Company to a point on the Northern side of the above-described property, said point being approximately 150 feet Northeast of the marble stone a common corner between tract No. 3 and tract No. 1, said right-of-way extending in a Southeastwardly direction to other lands retained by the Grantors herein, said right-of-way being approximately 200 feet East of the dividing line between tract No. 1 and tract No. 3.

IT BEING A PART OF tract No. 1 and a part of tract No. 3 of the same premises which William Wikoff Smith, sometimes known as W. Wikoff Smith, and Margaret D. Smith, his wife, by their Deed dated July 14, 1964, for the consideration therein mentioned, granted and



conveyed unto the Grantors herein, said Deed being recorded in the Office for the recording of Deeds in and for Lancaster County, in Record Book U, Volume 53, Page 852; the actual consideration for the within Deed being twenty-eight hundred dollars.

13217

Q 56 1021

Q 56 1022

**Together** with all and singular improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise appurtenant, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property and demand whatsoever of grantor, as well at law as in equity, of, in and to the same;

**To Have and to Hold** unto grantee to and for the only proper use and behoof of grantee forever as tenants by the entireties

and  
**grantor does hereby covenant** to warrant specially

the property  
hereby conveyed, it being understood that the words grantor and grantee wherever occurring herein include singular, plural, masculine, feminine and neuter parties,

**In Witness Whereof** grantor has caused this Deed to be duly executed.

Elizabeth Moore  
Lorine E Mc Neal

*Harvey R. Keiffer* (Seal)  
Harvey R. Keiffer  
*Ella M. Keiffer* (Seal)  
Ella M. Keiffer



STAMP	
Pa.	28.00
Co.	3.30
Local	_____

I hereby certify that the precise address of the grantee herein is:  
West Chester, Pennsylvania

\_\_\_\_\_  
Attorney for Grantee

State of Pennsylvania  
County of Lancaster

On this, the 28<sup>th</sup> day of July, 1966, before me, the undersigned officer, personally appeared Harvey R. Keiffer and Ella M. Keiffer, his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within deed, and acknowledged that they executed the same for the purposes therein contained.

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

*H. Lorenz E. ...*  
My Commission Expires Jan. 8, 1967

State of  
County of

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the president of \_\_\_\_\_, a corporation, and that he as such president, being authorized to do so, executed the within deed for the purposes therein contained by signing the name of the corporation by himself as president.

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

No. 13512

DEED

HARVEY R. KEIFFER and ELLA M. KEIFFER, his wife

to

WILLIAM WILSON and DOLORES WILSON, his wife

Caernarvon Township,  
Lancaster County, Pennsylvania

STAMPS  
Pa. 28.00  
Fees 3.30  
Local

Henry M. Koch, Esq.

of  
McGowan, DeLanis & Hood

THE M.D.K. BUILDING  
311 NORTH SIXTH STREET  
Reading, Pennsylvania

APR 20 1967  
6<sup>00</sup> PM

MAIL to  
Mrs. Florence McNeal  
Morystown Pa

Recorded in the Office for Recording of Deeds in and for the County of LANCASTER, PENNA.

Record in DEED Book Q No. 56 page 1020 &c.

Witness my hand and seal of office this 20th day of April Anno Domini 19 67

Recorder

Q. 56 1023

L 5 8 8 6 7

13-50075

9 3 3 1 4 0 2 2

993090405

DEC 07 1993

RECEIVED OF PENNSYLVANIA POWER & LIGHT COMPANY ONE Dollar, in consideration of which the undersigned hereby grant unto said Company, its successors, assigns and lessees, the right to construct,

reconstruct, operate and maintain its electric lines, consisting of ONE POLE ON GROUND AND UNDERGROUND POLES AS SHOWN ON PLAN LLA 57479 529381-U-O INCLUDING

wires, cables, fixtures and apparatus upon, across, over, under and along the property which the undersigned owns or has any interest located None Ash LA

situate in the TOWNSHIP of CAERLAWAR JURY, County of LANCASTER Commonwealth of Pennsylvania; and along the public highways adjoining the said property, including the right of ingress and egress to and from the said lines for any of the aforesaid purposes; also the right to cut down Any

\_\_\_\_\_ trees within Ten (10) feet each side of centerline of the electric line and the right to trim Any trees

within Ten (10) feet each side of centerline of the electric line and to remove brush along said lines which in the judgement of the said Company menace the said lines; and also the right to permit the attachment of wires and cables of any other person or company to said poles. The said Company, its successors and assigns shall not be limited in its or their enjoyment of the rights hereby granted as may be first constructed, but shall have at all times in the future the right to construct, operate and maintain and from time to time to reconstruct additional electric wires, cables, fixtures and apparatus upon, across, over, under and along the subject property. Any poles or facilities erected hereunder along a highway, whether within or outside the highway limits, may, without the payment of further consideration, be relocated to conform to new or relocated highway limits.

RECORDED OR FILED  
DEC - 7 AM 11:08  
RECORDS OF DEEDS  
LANCASTER, PA.

IN WITNESS WHEREOF, the undersigned has caused the execution hereof, this

4th day of AUGUST, 19 93

at 33 LENOX RD #12 Gordonville PA 17529  
P.O. Address

Signed, sealed and delivered in the presence of:

Bang M. Acker  
\_\_\_\_\_  
\_\_\_\_\_

JAMES E. FORD JR  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

93314022

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Chester ) SS

On this 4<sup>th</sup> day of August, 19 93, before me, personally appeared

JAMES R FORD JR

known to me (or satisfactorily proven) to be the person whose name IS subscribed to the within instrument and acknowledged that HE executed the same for the purposes therein contained.

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

Benny M. Aker  
Notary Public

County, Pa.  
My Commission expires March 10, 1993  
Notary Seal  
Benny M. Aker, Notary Public  
Mansfield Twp., Lancaster County  
My Commission Expires March 10, 1993

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, personally appeared

known to me (or satisfactorily proven) to be the person whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_ executed the same for the purposes therein contained.

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

Notary Public

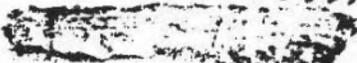
County, Pa.

My Commission expires \_\_\_\_\_

Recorder of Deeds  
Ernest R. Coffey  
I Certify This Document To Be  
Recorded in Lancaster Co., Pa.



4155 0699A



93314022

ENGINEERED

TO RT. 10

LEGEND

- M PROPOSED PAD MOUNTED TRANSFORMER LOCATION
- - UG - - PROPOSED UG PRIMARY CABLE BY PP&L
- - - - - PROPOSED UG SERVICE CABLE BY PP&L
- O PROPOSED PP&L CO. POLE

(N)

T.T. & T.C. 15'

ASH LANE

PI-O ACSREN.

51479  
S29381

51501  
S29386

51525  
S29389

PROPERTY OF  
JAMES R. FORD, JR.

PROPERTY OF  
PAUL J. SPENCER

51471  
S29345

HO.

REVISION

NO. DATE ER./NO

W.O. L58867
E.R. 238603
S.R. 690431
SCALE- NONE
DATE- 8-6-93
EM <i>H. J. Anopach</i>
ENGINEERED- K. J. MACDONALD

PLAN SHOWING ELECTRIC LINE RIGHT-OF-WAY  
ON THE PROPERTY OF

JAMES R. FORD, JR.

CAERNARVON TWP

LANCASTER CO.

**PENNSYLVANIA POWER & LIGHT COMPANY**  
ALLENTOWN, PENNA.

LLA 51479 S 29381-U-0

FRACTIONAL

DECIMAL

DESCRIPTION

LEGATING CODE

4155 0700