

DECLARATION OF PROTECTIVE COVENANTS
UNITED BUSINESS PARK

THIS DECLARATION, made this 2nd day of November, 2012, by CUMBERLAND VALLEY REGIONAL DEVELOPMENT CORPORATION, a Pennsylvania non-profit corporation, hereinafter referred to as "Developer",

WHEREAS, Developer is the owner of all that certain real property, hereinafter referred to as "the Property", consisting of six (6) tracts of real estate containing a total of three hundred sixty-three (363) acres, more or less, located in Southampton Township, Franklin County, Pennsylvania, more particularly described in Exhibit "A", attached hereto and incorporated herein by reference;

WHEREAS, it is the desire and intention of Developer to develop all of the Property as a business park; and

WHEREAS, it is the desire and intention of Developer to impose upon the Property mutually beneficial Conditions, Standards and Covenants, hereinafter referred to as "Covenants", under a general plan of improvement for the benefit of all the Property, the improvements thereon and the future owners thereof.

NOW, THEREFORE, Developer hereby declares that the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following Conditions, Standards and Covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property (as hereinafter defined) and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. All of the Conditions, Standards and Covenants shall run with the real Property and shall be binding on all parties having or acquiring any right, title or interest in the Property made subject hereto or any part thereof, and shall be for the benefit of each owner of any portion of the Property, or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. The Conditions, Standards and Covenants are as follows:

I. INTRODUCTION

- A. Purpose of Covenants: The purpose of these Conditions, Standards and Covenants is to insure proper development and use of the Property, to protect the owner of each parcel against such improper development and use of surrounding parcels as will depreciate the value of its parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and, in general, to provide adequately for a high quality of improvement of the Property in accordance with a general plan.
- B. Term: This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring on December 31, 2027, at which time these restrictions shall automatically extend for successive periods of ten (10) years, unless owners of more than seventy (70%) percent of the acreage of the Property execute an instrument revoking or modifying such restrictions, and record the same in the Office of the Recorder of Deeds for Franklin County, Pennsylvania. Prior to December 31, 2027, these restrictions may be modified by the recording of an appropriate instrument in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, by the owners of more than seventy (70%) percent of the acreage of the Property.
- C. Definitions:
- (1) Business Park: Shall mean and refer to certain real property in Southampton Township, Franklin County, Pennsylvania, described in Exhibit "A".
 - (2) Cluster Site: Shall mean and refer to a Site, as defined herein, containing two or more buildings under single ownership which are served by common parking areas on the Site and common egress and ingress drives to the Site.
 - (3) Developer: Shall mean and refer to the undersigned Cumberland Valley Regional Development Corporation, its successors and assigns.

- (4) Improvements: Shall mean and include buildings, outbuildings, parking areas, loading areas, screening walls, retaining walls, hedges, mass plantings, lawns, poles, signs, water lines, sewers, electrical and gas distribution facilities, and any structures of any type or kind.
- (5) Owner: Shall mean and refer to the holder of fee simple title to a Site, or one who is a tenant with an option to purchase, or one who has any other beneficial interest in the legal title.
- (6) Property: Shall mean and refer to the real property described in Exhibit "A" to be known as United Business Park.
- (7) Site: Shall mean and refer to an area of land within the Property in the same ownership either shown as one lot on a recorded plan, or if not so shown, described as the Site for one or more buildings by the owner in a recorded instrument, whether or not in either case acquired at one time or previously so shown as more than one lot, or shown or described for the purpose of lease but not of conveyance as more than one lot. If an easement over any portion of a Site established by recorded instrument then exists or is reserved by Developer for any purpose whatsoever, the area of such portion shall be included in computing the area of that Site.
- (8) Zoning Ordinances: References to the Southampton Township Zoning Ordinances are to Chapter 39 of the Code of Ordinances of the Township of Southampton, Franklin County, Pennsylvania, adopted December 23, 2002, as amended from time to time.

II. LAND USE CRITERIA

- A. Approval Committee: The Developer has created an Approval Committee which shall interpret, enforce and implement these Covenants. Beginning in 2012, the Approval Committee shall consist of three persons selected by the Developer as follows: one shall be appointed by Developer so long as it owns not less than twenty (20%) percent of the

acreage of the Property; one shall be appointed by any Owner seized of fifty (50%) percent or more of the acreage of the Property; and one shall be appointed by majority vote of the owners of the Property. In the event the Developer is not entitled to make such an appointment and/or there exists no Owner of fifty (50%) percent or more of the Property, then such appointment(s) shall be made by majority vote as aforesaid. So long as the Developer owns fifty (50%) percent or more of the Property, it shall be entitled to appoint two (2) of the three (3) members of the Approval Committee. Appointees shall serve until replaced.

B. Allowable Land Use: Advance approval of the improvements described in this paragraph is deemed necessary to protect and preserve the desirability and properties of the United Business Park. Therefore, no construction, erection, relocation or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping or other facilities may be commenced and completed on any part of the Property without securing in advance the written consent and approval of the Approval Committee. The following information, as appropriate, shall be submitted to the secretary of the Approval Committee for its consideration of any plans:

- (1) Preliminary architectural plans for any proposed building, structure or improvement.
- (2) A Site plan showing location and design of buildings, structures, signs, drainage, driveways, driveway intersections with streets, exterior materials storage areas, parking areas, loading areas and sidewalks.
- (3) A grading plan and a planting plan, including screening walls, retaining walls and fences, if any, for analysis of adequacy of visual screening, erosion control and landscaping.
- (4) A description of the proposed operations on the Property, an estimate of the maximum number of employees contemplated and a plan showing locations of utilities and easements therefore, if any.

- (5) Any other pertinent information requested by any member of the Approval Committee and any information to show compliance with each and all of these Covenants.

Approval or disapproval of such operational plans and specifications, site plans and architectural plans (hereinafter collectively referred to as "Plans") shall be based upon the effect of such operations or uses on other property subject to these Covenants or upon the occupants thereof. If Developer fails either to approve or to disapprove such Plans within sixty (60) days after the same have been submitted to it, it shall be conclusively presumed that Developer has disapproved said Plans.

Neither Developer nor its successors or assigns shall be liable in damages to anyone who has submitted Plans to them for approval, or to any Owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such Plans. Every person who submits Plans to Developer for approval agrees by submission of same, and every Owner and lessee of any of the Property, agrees by acquiring title thereto or interest therein, that he will not bring any action or suit against Developer, to recover any such damages and that he will indemnify Developer against any such actions brought by third parties against Developer seeking damages for its mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such Plans. Such agreement shall extend to Developer's successors and assigns.

C. Prohibitions on Land Use:

- (1) No part of the Property or any building or structure placed on the Property shall be used for any purpose or in such a manner which shall be a nuisance, as determined by the Approval Committee, to the occupants or Owners of any other adjoining real estate by reason of emission from the Property, buildings and structures or the creation thereon or therein of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials or any other means or substances.

- (2) No materials, inventory, goods in process, semi-manufactured items, finished products, plant equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained or accumulated on any part of the Property outside of buildings erected thereon, except where prior written approval of the Approval Committee is secured after the placement of adequate screen planting and/or fencing, fencing, and compliance with setbacks and any other conditions required therefor by the Approval Committee.

III. SPACE ALLOCATIONS AND DIMENSIONAL STANDARDS

- A. Building-to-Land Ratio: The ratio of building and structure coverage to the Site area will be subject to the approval of the Approval Committee if such ratio exceeds fifty (50%) percent.
- B. Setbacks: Except as provided in Section III, C. below, no structure or improvement of any kind, and no part thereof, shall be placed on any Site closer to a property line than the setback distances as follows:
 - (1) Front Yard: The setback lines are seventy-five (75) feet from the front property line on any public street.
 - (2) Side Yard: The setback line is thirty (30) feet from a side interior property line.
 - (3) Rear Yard: The setback line is thirty (30) feet from a rear property line.
- C. Exceptions to Setback Limitations:
 - (1) Roof overhang, subject to the specific approval of the Approval Committee in writing.
 - (2) The improvements on Cluster Sites, as defined herein, may be constructed without regard to setbacks from the interior property lines of the improvements within the cluster, subject to the approval of the Approval Committee; provided, however, that the front, rear and side setback lines, as set forth above, for the

Cluster Site, as seen as a single entity containing all improvements in the cluster, must be observed.

- (3) Steps, walks and access drives from the street to the improvements.
- (4) Paving and associated curbing.
- (5) Landscaping as governed by Section IV herein.
- (6) Planters not exceeding three (3) feet in height.

D. Off-Street Parking Areas:

- (1) No parking will be permitted on the streets. Each Site Owner shall provide adequate off-street parking to accommodate all parking needs for employees, visitors and company vehicles on the Site. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided by Owner to satisfy the intent of this section. All parking facilities and private driveways must be in accordance with Section IV hereof. As a minimum, parking requirements of Section 39-304 of the Southampton Township Zoning Ordinance must be met.
- (2) Parking shall not be permitted between public street pavement and property line (street right-of-way line).
- (3) Parking shall be permitted between the improvements and the street right-of-way line, subject to Section III. C. (4), when properly separated by landscaping and berming.
- (4) Areas designated for personal vehicle use shall not be used for trucks, commercial vehicles and/or material storage.
- (5) Service vehicles, heavy trucks and equipment should be parked and stored in a screened area.

E. Off-Street Loading Areas: As a minimum, Section 39-305 of the Southampton Township Zoning Ordinance shall be followed. In addition:

- (1) Loading areas shall not encroach into setback areas unless specifically approved by the Approval Committee in writing which cannot be unreasonably withheld.

IV. ARCHITECTURAL AND AESTHETIC STANDARDS

A. Landscaping and Limitations on Cutting Natural Growth:

- (1) Every Site on which a building shall have been placed shall be landscaped according to Plans approved as specified herein and maintained thereafter in a sightly and well-kept condition.
- (2) The Site Owner, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the building. The area between paved streets and the setback lines shall be used exclusively for landscaping except for walks, driveways and parking crossing the required landscape area, and an area a minimum of ten (10) feet in width is required to be planted in grass around all property lines.
- (3) Landscaping as approved by the Approval Committee shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months. All surplus material must be graded uniformly and planted so it is mowable by conventional riding mowing equipment.
- (4) The Owner, lessee or occupant of any Site shall at all times keep the landscaping in good order and condition. Should the Owner, lessee or occupant of any Site fail to remedy any deficiency in the maintenance of the landscaping within twenty (20) days after written notification, Developer hereby expressly reserves

the right, privilege and license to make any and all corrections or improvements in landscape maintenance at the expense of the Site Owner.

B. Exterior Construction, Permitted Materials, Prohibited Materials, Approved Construction Methods, Design:

- (1) Exterior walls facing public streets must be finished on the exterior with the following: (a) architectural masonry units (excluding plain concrete block and cinder block); (b) natural stone; (c) precast concrete with prior approval by the Approval Committee; (d) glass materials; (e) metal siding in combination with one or more of the above, or; (f) equivalent materials; as approved by the Approval Committee.
- (2) Temporary Improvements: No temporary buildings or other improvements of a temporary nature, including trailers, incomplete buildings, tents or shacks shall be permitted on the Property. Temporary improvements used solely in connection with the construction of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.
- (3) Paving: All employee and visitor parking areas and all drives from the street to the front building lines must be paved with hard-surface materials approved by the Approval Committee. Subject to approval from the Approval Committee, gravel or similar surfaces shall be permitted behind front building lines provided the same are set back at least thirty (30) feet from all property lines and are maintained in good condition.

C. Signs: Plans and specifications for the construction, installation or alterations of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of the Approval Committee. No signage can be installed that does not promote business(es) occupying the site.

D. Outdoor Storage:

- (1) Unless specifically approved by the Approval Committee in writing, no materials, supplies or equipment including but not limited to trash and garbage receptacles, shall be stored in any area on a Site except inside a closed building, or behind a visual barrier screening such areas from the view of adjoining properties and/or public street.
- (2) Screening of Service Containers: Garbage and refuse containers shall be concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Unless specifically approved by the Approval Committee in writing, no materials, supplies or equipment shall be stored on the Property except inside a closed building, or behind a visual barrier screening such areas so that they are not visible from neighboring streets or property.
- (3) Storage Tanks: No storage tanks, including but not limited to, those used for storage of water or propane gas or other fuel or chemical, shall be permitted on the Property unless approved by the Approval Committee in writing.
- (4) No trailer shall be used for storage purposes on any Site upon building occupancy.

E. Maintenance Requirements, Refuse Collection and Prohibition of Junk Storage:

- (1) Each Site Owner, lessee or occupant shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site Owner shall provide for the prompt removal of trash and rubbish from its premises. The Sites shall not be used for storage of any scrap materials without the approval of the Approval Committee.
- (2) During construction, it shall be the responsibility of each Site Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and

scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner. Construction signage must be limited to one sign listing all project participants and must be removed upon building occupancy.

F. Utilities Placement and Design: Without limiting the generality of any of the foregoing, the following use restriction shall be maintained and enforced with respect to the Property:

- (1) Antennas: No antenna for transmission or reception of television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the Property outside any building, whether attached to an improvement or otherwise, without the prior approval of the Approval Committee.
- (2) Utility Service: No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, except for Seller's main distribution network, shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cable constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements, provided electrical transformers may be permitted if properly screened and approved by the Approval Committee. Nothing herein shall be deemed to forbid the erection and use of temporary electric or telephone services incident to the construction of approved improvements.
- (3) Mailboxes: Mail or other delivery boxes shall be permitted on the Property as approved by the Approval Committee.
- (4) Mechanical Equipment: All mechanical equipment, including roof mounted, shall be enclosed or screened so as to be an integral part of the architectural design.

G. Repair of Buildings: No building or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

V. IMPLEMENTATION

- A. Enforcement: These Covenants shall be jointly and severally enforceable by the Developer and its successors and assigns and by any Site Owner and its successors and assigns; provided, however, that only the Developer or its successors or assignees shall have the right to exercise the discretionary powers herein reserved to the Developer.

Violation of any of said Covenants, or breach of any Covenant or agreement herein contained shall give the Developer, its successors or assignees, in addition to all other remedies, the right (but not the obligation) to enter upon the Site which such violation or breach exists and summarily to abate and remove any structure or correct any condition that may constitute such violation or breach at the expense of the then Owner of such Site, which expense shall be a lien on such Site and enforceable in equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from the Developer or its said successors or assignees to the occupant of the Site on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice by certified or registered mail, postage prepaid, to the record Owner of such Site at its last known address. Notwithstanding the above set forth provisions of this paragraph, it shall be understood that any lien obtained pursuant to the provisions hereof shall be subordinate and inferior to the prior lien of bona fide first mortgages or deeds of trust secured by that Site to the end and intent that any purchaser at a foreclosure sale of the lien secured by a first mortgage or deed of trust shall take title free of any lien arising pursuant to the provisions of this paragraph.

In any legal or equitable proceeding for the enforcement or to restrain a violation of this Declaration or any provision hereof, the party instituting the action for enforcement shall be entitled to an award of its attorney's fees in such amount as may be fixed by the Court in such proceeding, but only if such party is also the prevailing party in whole or in part. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

- B. Governmental Compliance: Construction and alteration of all improvements shall be performed in accordance and comply with the requirements of all applicable governmental authorities.

- C. Fees: Any expenses incurred by the Developer in the review of Plans shall be reimbursed by the applicant. Such fees shall be reasonable and documented upon request of the applicant.

- D. Constructive Notice and Acceptance: Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Condition, Standard and Covenant contained herein, whether or not any references to this Declaration is contained in the instrument by which such person acquired an interest in said Property.

- E. Completion of Construction/Temporary Structure: After commencement of construction of any structure, the Site Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

VI. MISCELLANEOUS

- A. Failure to Enforce Not a Waiver of Rights: Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Business Park or of any other provision of these Covenants. The failure of the Developer or any Site Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.

- B. Rights of Mortgagees: All Covenants and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said Covenants shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust, provided, however, that any purchaser at foreclosure sale, and its successors and assigns, shall hold any and all of the Property so purchased subject to all of the Covenants and other provisions of this Declaration.

- C. Mutuality, Reciprocity/Runs with Land: All Covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel; shall create reciprocal rights and obligations among the respective owners of all parcels and privity of contract and estate among all grantees of said parcels, their heirs, successors and assigns; and, as to the Owner of each Site, its heirs, successors and assigns, shall operate as Covenants running with the land for the benefit of all other Sites. The Developer reserves the right, however, from time to time hereafter to delineate, plot, grant or reserve within the remainder of the Business Park not hereby conveyed such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Business Park (and from time to time to change the location of the same) free and clear of these restrictions and Covenants and to dedicate the same to public use or to grant the same to Southampton Township, Franklin County and/or to appropriate public utility corporations.
- D. Paragraph Headings: Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- E. Effect of Invalidation: If any portion of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, Cumberland Valley Regional Development Corporation has executed this Declaration of Protective Covenants the day and year first written above.

ATTEST:



CUMBERLAND VALLEY REGIONAL
DEVELOPMENT CORPORATION

By:

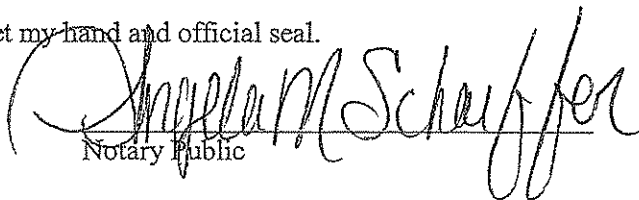
Name: Harold L. Brake

Title: President

COMMONWEALTH OF PENNSYLVANIA :
SS :
COUNTY OF FRANKLIN :

On this 2nd day of November, 2012, before me a Notary Public, personally appeared Harold L. Brake, who acknowledged himself/herself to be the President of Cumberland Valley Regional Development Corporation, a Pennsylvania non-profit corporation, and that he/she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such President.

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Angela M Schaeffer, Notary Public
Chambersburg Boro, Franklin County
My Commission Expires May 15, 2015
MEMBER OF PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

Tract No. 1: (Nolt Tract)

ALL the following described tract of real estate lying and being situate in Southampton Township, Franklin County, Pennsylvania, bounded and limited as follows:

BEGINNING at an existing railroad spike in White Church Road (T-614) at corner of lands now or formerly of John M. Wadel; THENCE crossing White Church Road (T-614) along land now or formerly of John M. Wadel South 24 degrees 43 minutes 10 seconds East, a distance of 30.48 feet to an existing iron pin; THENCE along land now or formerly of John M. Wadel South 24 degrees 43 minutes 10 seconds East, a distance of 1243.90 feet to an existing iron pin; THENCE along land now or formerly of Curtis W. Wadel and Ricky L. Wadel South 55 degrees 49 minutes 26 seconds West, a distance of 86.13 feet to an existing iron pin; THENCE along land now or formerly of Dale E. Wadel North 31 degrees 17 minutes 25 seconds West, a distance of 428.01 feet to an existing iron pin; THENCE along the same South 60 degrees 30 minutes 16 seconds West, a distance of 404.09 feet to an existing fence post; THENCE along the same South 08 degrees 47 minutes 20 seconds West, a distance of 505.70 feet to an iron pin; THENCE along land now or formerly of John H. Hammond North 51 degrees 12 minutes 35 seconds West, a distance of 697.95 feet to a railroad spike in White Church Road (T-614); THENCE through White Church Road (T-614) and along land now or formerly of John M. Wadel North 36 degrees 51 minutes 43 seconds East, a distance of 20.44 feet to a mag nail; THENCE through White Church Road (T-614) along land now or formerly of John M. Wadel North 43 degrees 00 minutes 08 seconds East, a distance of 221.37 feet to an existing railroad spike; THENCE through White Church Road (T-614) along land now or formerly of Larry A. Wadel North 43 degrees 27 minutes 29 seconds East, a distance of 186.13 feet to a mag nail; THENCE through White Church Road (T-614) along land now or formerly of Larry A. Wadel North 42 degrees 35 minutes 22 seconds East, a distance of 50.00 feet to a mag nail; THENCE through White Church Road (T-614) along land now or formerly of Larry A. Wadel on a curve to the left having the following characteristics: a radius of 359.51 feet, an arc length of 176.09 feet, a chord bearing of North 28 degrees 33 minutes 26 seconds East, and a chord length of 174.34 feet, to a mag nail; THENCE through White Church Road (T-614) along land now or formerly of Larry A. Wadel North 14 degrees 32 minutes 06 seconds East, a distance of 9.67 feet to an existing railroad spike; THENCE crossing White Church Road (T-614) along land now or formerly of Larry A. Wadel North 65 degrees 59 minutes 26 seconds West, a distance of 213.33 feet to an existing iron pin; THENCE along the same North 65 degrees 59 minutes 26 seconds West, a distance of 16.53 feet to a point in stream; THENCE along the same South 33 degrees 02 minutes 17 seconds West, a distance of 16.25 feet to a point in stream; THENCE along the same South 11 degrees 08 minutes 52 seconds West, a distance of 113.31 feet to a point in stream; THENCE along the same South 03 degrees 21 minutes 22 seconds West, a distance of 62.47 feet to a point in stream; THENCE along land now or formerly of John M. Wadel North 50 degrees 56 minutes 22 seconds West, a distance of 167.81 feet to an existing iron pin; THENCE along land now or formerly of Jerry S. Wadel North 51 degrees 07 minutes 30 seconds West, a distance of 304.54 feet to an existing iron pin; THENCE along land now or formerly of John H. Hammond North 51 degrees 07 minutes 16 seconds West, a distance of 985.30 feet to an iron pin; THENCE along land now or formerly of Paul E. Witter North 28 degrees 06 minutes 23 seconds East, a distance of 88.96 feet to an existing fence post; THENCE along the same North 51 degrees 25 minutes 41 seconds West, a distance of 1311.03 feet to an existing iron pin; THENCE along land now or formerly of Paul E. Witter North 45 degrees 12 minutes 08 seconds East, a distance of 523.22 feet to an existing iron pin; THENCE along land now or formerly of Gordon J. Bigler North 44 degrees 59 minutes 19 seconds East, a distance of 902.38 feet to an iron pin; THENCE along the same North 39 degrees 29 minutes 19 seconds East, a distance of 214.50 feet to an iron pin at the Legal Right-of-Way Line for Limited Access of Interstate 81 (S.R. 0081); THENCE along the Legal Right-of-Way Line for Limited

Access of Interstate 81 (S.R. 0081) North 58 degrees 13 minutes 36 seconds East, a distance of 48.01 feet to a point; THENCE along the same North 58 degrees 12 minutes 23 seconds East, a distance of 47.04 feet to a point; THENCE along the same North 53 degrees 51 minutes 39 seconds East, a distance of 227.05 feet to an iron pin; THENCE along land now or formerly of Gordon J. Bigler North 84 degrees 29 minutes 20 seconds East, a distance of 135.30 feet to an iron pin at the western edge of the abandoned Sand Branch Railroad; THENCE along the western edge of the abandoned Sand Branch Railroad, land now or formerly of Cumberland Valley Regional Development Corp., on a curve to the left having the following characteristics: a radius of 5744.60 feet, an arc length of 90.00 feet, a chord bearing of South 24 degrees 12 minutes 04 seconds East, and a chord length of 90.00 feet, to an iron pin; THENCE along the same South 24 degrees 38 minutes 59 seconds East, a distance of 1937.65 feet to an iron pin; THENCE along land now or formerly of E.F. Millard South 15 degrees 56 minutes 24 seconds East, a distance of 32.61 feet to an existing iron pin; THENCE along the same South 24 degrees 39 minutes 40 seconds East, a distance of 685.93 feet to an existing railroad spike in White Church Road; which is the POINT OF BEGINNING.

CONTAINING a total area of 4,795,362 Square Feet, or 110.08636 Acres which includes an area of 34,183 Square Feet or 0.78473 Acres Right-of-Way for White Church Road (T-614) as described on an Survey by Carl D. Bert and Associates, Inc. dated January 14, 2003, File No. F-S-02-13, a copy of which is attached hereto.

BEING part of the land which Catherine M. Plasterer, Executrix under the Last Will and Testament of the late Edward A. Plasterer, by deed dated March 22, 1990 and recorded in Franklin County Deed Book 1077, Page 591 granted and conveyed to Elmer N. Nolt and Irene Z. Nolt, Grantor herein.

BEING AND INTENDED TO BE the same real estate which Elmer N. Nolt and Irene Z. Nolt, by their deed dated April 11, 2005, and recorded in Franklin County Record Book Volume 2741, Page 468, conveyed unto Cumberland Valley Regional Development Corporation, a Pennsylvania Non-Profit Corporation, Grantee herein.

Tract No.2 (Witter Tract)

All that certain parcel of land situated on the Southeast side of Olde Scotland Road (S.R. 0696) and Interstate 81 (S.R. 0081) in Southampton Township, Franklin County, Commonwealth of Pennsylvania, being further bounded and described as follows;

BEGINNING at an iron pin located at the corner of land of Paul E Witter and a western corner of land now or formerly of Elmer N. Nolt; thence along land now or formerly of Elmer N. Nolt South 51 degrees 25 minutes 41 seconds East, a distance of 1311.03 feet to an existing fence post; thence along the same South 28 degrees 06 minutes 23 seconds West, a distance of 88.96 feet to an iron pin; thence along land now or formerly of John H. Hammond South 28 degrees 06 minutes 23 seconds West, a distance of 1703.82 feet to an iron pin; thence along land now or formerly of Conrad B. Plasterer North 65 degrees 57 minutes 40 seconds West, a distance of 1605.02 feet to an existing iron pin; thence along the same North 65 degrees 57 minutes 40 seconds West, a distance of 910.22 feet to an existing iron pin; thence along the same North 65 degrees 57 minutes 40 seconds West a distance of 1.12 feet to a point at the Right-of-Way Line of Olde Scotland Road (S.R. 0696);

Thence along the Legal Right-of-Way of Olde Scotland Road (S.R. 0696) on a curve to the left having the following characteristics: a radius of 1175.91 feet, an arc length of 226.24 feet, a chord bearing of North 40 degrees 50 minutes 57 seconds East, and a chord length of 225.90 feet to a point; thence along the same North 37 degrees 06 minutes 37 seconds East, a distance of 155.52 feet to a point at the Extent of Limited Access of Interstate 81 (S.R. 0081); thence along the Legal Right-of-Way Limited Access of

Interstate 81 (S.R. 0081) North 64 degrees 31 minutes 22 seconds East, a distance of 187.79 feet to a point; thence along the same North 55 degrees 23 minutes 07 seconds East, a distance of 107.81 feet to a point; thence along the same North 42 degrees 11 minutes 23 seconds East, a distance of 107.33 feet to a point; thence along the same North 31 degrees 47 minutes 38 seconds East, a distance of 155.50 feet to a point; thence along the same North 34 degrees 01 minutes 04 seconds East, a distance of 213.16 feet to an iron pin; thence along the same North 34 degrees 01 minutes 04 seconds East, a distance of 33.50 feet to a point; thence along the same North 42 degrees 47 minutes 57 seconds East, a distance of 192.96 feet to a point; thence along the same North 59 degrees 33 minutes 13 seconds East, a distance of 103.04 feet to a point; thence along the same North 52 degrees 08 minutes 46 seconds East, a distance of 300.60 feet to a point; thence along the same North 55 degrees 46 minutes 12 seconds East, a distance of 350.00 feet to a point; thence along the same North 64 degrees 46 minutes 01 seconds East, a distance of 121.49 feet to a point; thence along the same North 55 degrees 09 minutes 22 seconds East, a distance of 280.02 feet to a point; thence along the same North 57 degrees 40 minutes 44 seconds East, a distance of 150.08 feet to a point; thence along the same North 71 degrees 56 minutes 31 seconds East, a distance of 104.12 feet to a point; thence along the same North 55 degrees 46 minutes 12 seconds East, a distance of 50.00 feet to a point; thence along the same North 61 degrees 51 minutes 25 seconds East, a distance of 235.76 feet to an iron pin; thence along the same South 42 degrees 16 minutes 34 seconds East, a distance of 25.25 feet to an iron pin; thence along lands now or formerly of Gordon J. Bigler South 42 degrees 16 minutes 34 seconds East, a distance of 176.62 feet to an existing iron pin; thence along land now or formerly of Elmer N. Nolt South 45 degrees 12 minutes 08 seconds West, a distance of 523.22 feet to the an existing pin; which the POINT OF BEGINNING.

CONTAINING a total area of 4,570,272 Square Feet, or 104.91901 acres as described on Boundary Survey by Carl D. Bert and Associates, Inc. dated January 29, 2004, File No. F-S-02-13.

BEING the same real estate which Paul E. Witter, single, by deed dated January 30, 2004, and recorded in Franklin County Record Book Volume 2392, Page 477, conveyed unto Cumberland Valley Regional Development Corporation, a Pennsylvania nonprofit corporation, in fee.

Tract No. 3: (Valley Quarry/Sand Branch Tract)

ALL THAT STRIP OR PARCEL of land, thirty (30) feet wide, situate in the Township of Southampton, County of Franklin, Commonwealth of Pennsylvania, and being all of the right, title and interest of the Grantor herein and to all those certain pieces of parcels of land and premises, easements, rights of way and any other rights of any kind whatsoever appurtenant thereto or used in conjunction therewith on and along that property of the former Cumberland Valley Railroad Company (predecessor of said Grantor) know as the Sand Branch, described as follows;

BEGINNING at a line parallel with and fifteen feet measured southwardly and at right angle from the Southerly line of White Church Road (f.k.a Fayetteville Road) as extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 70+98.6, the same being the Northerly sale line of property conveyed from the Pennsylvania Railroad Company to Richard C. McDonald, et ux., by deed dated January 27, 1967; thence extending in a Northwesterly direction along the centerline of said railroad, a distance of 4,233 feet, more or less, to a line extended across the right-of-way of said railroad through a point in the centerline thereof at Railroad Valuation Station 28+66, being the Place of Ending.

CONTAINING 2.92 acres, more or less.

BEING the same real estate which United Railroad Corp., a Delaware Corporation, and American Premier Underwriters, Inc. (formerly the Penn Central Corporation), a Pennsylvania Corporation, by deed

dated June 24, 2003, and recorded in Franklin County Record Book Volume 2215, Page 53, conveyed unto Cumberland Valley Regional Development Corporation, a Pennsylvania nonprofit corporation, in fee.

BEING the same real estate which Valley Quarries, Inc., a Pennsylvania Corporation, by confirmatory deed dated March 2, 2004, and recorded in Franklin County Record Book Volume 2392, Page 455, conveyed unto Cumberland Valley Regional Development Corporation, a Pennsylvania nonprofit corporation, in fee.

Tract No. 4: (Mt. Cydonia tract)

All that certain parcel of land situated on the North side of White Church Road, (T_614) and the West side of Mainsville Road (S.R. 1005) in Southampton Township, Franklin County, Commonwealth of Pennsylvania.

BEGINNING at a railroad spike located in White Church Road (T-614) on the East edge of abandoned Sand Branch Railroad, land now or formerly of Cumberland Valley Regional Development Corp. Thence along the East edge of the abandoned Sand Branch Railroad, land now or formerly of Cumberland Valley Regional Development Corp., North 24 degrees 38 minutes 59 seconds West, a distance of 2660.94 feet to an iron pin; thence along the same by a curve to the right having the following characteristics: a radius of 5714.60 feet, an arc length of 77.98 feet, a chord bearing of North 24 degrees 15 minutes 32 seconds West, and a chord length of 77.98 feet, to a point; thence along land now or formerly of W. Christ Coover, Daniel A. Coover and David F. Coover North 87 degrees 17 minutes 39 seconds East, a distance of 3.57 feet to an existing iron pipe; thence along the same North 87 degrees 17 minutes 39 seconds East, a distance of 1059.45 feet to an existing iron pipe; thence along land now or formerly of John D. Cook South 15 degrees 01 minutes 46 seconds East, a distance of 204.44 feet to an existing iron pin; thence along the same North 86 degrees 42 minutes 38 seconds East, a distance of 309.96 feet to an existing iron pipe; thence along land now or formerly of Steven N. Goff, land now or formerly of Ryan D. Gutshall and land now or formerly of John P. Geheres South 15 degrees 19 minutes 40 seconds East, a distance of 383.88 feet to an existing iron pipe; thence along land now or formerly of Harold W. Kurtz South 74 degrees 57 minutes 18 seconds West, a distance of 51.00 feet to an iron pin; thence along the same South 15 degrees 17 minutes 37 seconds East, a distance of 88.70 feet to an iron pipe; thence along land now or formerly of Mary Ann Mowery South 85 degrees 46 minutes 00 seconds West, a distance of 262.82 feet to an existing iron pipe; thence along the same South 16 degrees 22 minutes 24 seconds East, a distance of 79.24 feet to an existing iron pipe; thence along the same South 88 degrees 34 minutes 47 seconds East, a distance of 305.73 feet to an iron pin; thence along land now or formerly of Dorothy W. Warren South 09 degrees 39 minutes 32 seconds East, a distance of 161.32 feet to an iron pin; thence along land now or formerly of Sam E. Myers and land now or formerly of Edna P. Van Scyoc South 09 degrees 57 minutes 25 seconds East, a distance of 174.08 feet to an existing iron pin; thence along land now or formerly of Edna P. Van Scyoc North 79 degrees 45 minutes 57 seconds East, a distance of 139.97 feet to an existing iron pin; thence along the same North 79 degrees 45 minutes 57 seconds East, a distance of 25.09 feet to an existing railroad spike in Mainsville Road (S.R. 1005); thence through Mainsville Road (S.R. 1005) South 09 degrees 54 minutes 38 seconds a distance of 49.70 feet to an existing railroad spike; thence through the same South 09 degrees 54 minutes 38 seconds East, a distance of 74.47 feet to an existing railroad spike; thence along land now or formerly of Phillip D. McClain South 79 degrees 42 minutes 32 seconds West, a distance of 165.00 feet to iron pin; thence along land now or formerly of Phillip D. McClain and now or formerly of Homer C. Parson, Jr. South 09 degrees 57 minutes 04 seconds East, a distance of 250.00 feet to an existing iron pipe; thence along land now or formerly of Larry J. Kirby, land now or formerly of Jeffery L Fleming and land now or formerly of Drew M. Stouffer South 10 degrees 21 minutes 20 seconds East, a distance of 401.62 feet to an existing iron pipe; thence along land now or formerly of Terry L. Wisner South 82 degrees 19 minutes 13 seconds West, a distance

of 137.34 feet to an existing iron pin; thence along the same South 10 degrees 27 minutes 01 seconds East, a distance of 385.11 feet to an existing iron pipe; thence along land now or formerly of Frances J. Burkholder, Richard E. Hostetter and Martha L. Hostetter South 80 degrees 33 minutes 27 seconds West, a distance of 80.69 feet to an existing iron pin; thence along the same South 10 degrees 31 minutes 58 seconds East a distance of 29.04 feet to an existing iron pin; thence along land now or formerly of Roger L. Boher South 80 degrees 18 minutes 17 seconds West, a distance of 247.12 feet to an existing iron pipe; thence along land now or formerly of Norman G. Besore and land now or formerly of Ralph K. Kirby South 80 degrees 18 minutes 17 seconds West, a distance of 199.73 feet to an iron pin; thence along land now or formerly of Ralph K. Kirby South 09 degrees 41 minutes 48 seconds East, a distance of 165.70 feet to an existing railroad spike in White Church Road (T-614); thence through White Church Road (T-614) along land now or formerly of Ashley S. Heberlig South 80 degrees 22 minutes 23 seconds West, a distance of 21.86 feet to an existing railroad spike; thence through White Church Road (T-614) along land now or formerly of John M. Wadel South 73 degrees 42 minutes 36 seconds West, a distance of 45.14 feet to an existing railroad spike; which is the POINT OF BEGINNING.

CONTAINING a total area of 2,455,713 Square Feet or 56.37541 Acres as described on a Boundary Survey by Carl D. Bert and Associates, Inc. dated January 29, 2004, File No. F-S-02-03.

BEING the same real estate which Mt. Cydonia Sand, a division of Valley Quarries, Inc., a Pennsylvania Corporation, by deed dated March 2, 2004, and recorded in Franklin County Record Book Volume 2392, Page 441, conveyed unto Cumberland Valley Regional Development Corporation, a Pennsylvania nonprofit corporation, in fee.

BEING the same real estate which Mt. Cydonia Sand, a division of Valley Quarries, Inc., a Pennsylvania Corporation, by confirmatory deed dated March 2, 2004, and recorded in Franklin County Record Book Volume 2392, Page 450, conveyed unto Cumberland Valley Regional Development Corporation, a Pennsylvania nonprofit corporation, in fee.

Tract No. 5: (Plasterer tract)

ALL the following described real estate lying and being situate in Southampton Township, County of Franklin, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a set mag nail in the centerline of S.R. 696 (Olde Scotland Road) at the corner of lands now or formerly of Cumberland Valley Regional Development Corporation as shown on the hereinafter referred to subdivision plan; thence along lands now or formerly of Cumberland Valley Regional Development Corporation, South 65 degrees 57 minutes 40 seconds East, 2,548.88 feet to an existing iron pin at lands now or formerly of John H. Hammond; thence along lands now or formerly of Hammond, South 28 degrees 00 minutes 05 seconds West, 801.18 feet to a set iron pin at corner of lands now or formerly of J. Samuel Byers and Evelyn C. Byers; thence along lands now or formerly of Byers, South 88 degrees 51 minutes 09 seconds West, 2,068.10 feet to an existing fence post; thence along the same, South 38 degrees 32 minutes 54 seconds West, 338.99 feet to an existing fence post at lands now or formerly of Reuben Z. Oberholtzer and Minerva H. Oberholtzer; thence along lands now or formerly of Oberholtzer, North 43 degrees 50 minutes 00 seconds West, 1,222.06 feet to a set mag nail in the centerline of S. R. 696 (Olde Scotland Road); thence along the centerline of the said S.R. 696, on a curve to the right, having a radius 858.83 feet, an arc length of 234.37 feet, and a chord bearing North 29 degrees 30 minutes 17 seconds East with a chord length of 233.64 feet to a point; thence along the same, North 37 degrees 19 minutes 21 seconds East, 445.50 feet to a point; thence continuing along the same on a curve to the right, having a radius of 1,145.89 feet, an arc length of 391.90 feet, and a chord bearing North 47 degrees 07 minutes 13 seconds East, with a chord length of 389.99 feet to a point; thence along the same, North 56 degrees 55 minutes 05 seconds East, 414.57 feet to a point; thence along the same on

a curve to the left, having a radius of 1,145.94 feet, an arc length of 197.37 feet, and a chord bearing North 51 degrees 59 minutes 02 seconds East, with a chord length of 197.13 feet to a set mag nail at corner of lands now or formerly of Cumberland Valley Regional Development Corporation, the place of BEGINNING.

CONTAINING 95.8970 acres as shown on a Boundary Survey for the Conrad B. Plasterer Estate, prepared by Dennis E. Black Engineering, Incorporated, dated December 13, 2007, intended to be recorded.

BEING the same real estate which Timothy A. Plasterer et al., by deed dated December 19, 2007, and recorded in Franklin County Record Book Volume 3652, Page 437, conveyed unto Cumberland Valley Regional Development Corporation, a Pennsylvania nonprofit corporation, in fee.

Tract No. 6: (Forrester tract)

ALL the following described real estate lying and being situate in Southampton Township, Franklin County, Pennsylvania, bounded and limited as follows:

BEGINNING at an existing concrete monument along lands of Grantee herein and at corner of other lands of Grantee herein as shown on a plan referred to hereinafter; thence along the later, South 51 degrees 07 minutes 16 seconds East, 985.30 feet to an existing iron pin along lands of Grantee herein at corner of lands now or formerly of Wadel; thence along lands now or formerly of Wadel, South 28 degrees 57 minutes 55 seconds West, 497.96 feet to an existing iron pin at corner of lands now or formerly of Wadel along a private right-of-way; thence along said private right-of-way on a curve to the left having a radius of 50.00 feet, an arc length of 11.98 feet, a chord bearing of North 60 degrees 15 minutes 53 seconds West, 11.95 feet to an iron pin along at corner of said private right-of-way and lands of Grantor herein; thence along lands of Grantor herein, North 58 degrees 47 minutes 26 seconds West, 949.92 feet to a concrete monument at corner of lands of Grantor along lands of Grantee; thence along lands of Grantee, North 28 degrees 06 minutes 23 seconds East, 630.31 feet to an existing concrete monument, the place of BEGINNING.

BEING Lot 10 and containing 12.5 acres as shown on plan prepared by Carl Bert & Associates dated August 26, 2011 and bearing all necessary municipal approvals, is recorded in the Franklin County Recorder's Office as Instrument No. 201119049.

**FRANKLIN COUNTY REGISTER AND RECORDER
RECEIPT**

LINDA MILLER
Register and Recorder
Franklin County Courthouse
157 Lincoln Way East
Chambersburg, PA 17201
717-261-3872

Inv Number: 66036	Invoice Date: 11/05/2012 9:59:13 AM	RECEIPT	Reg/Drw ID: 0201
Customer: CUMBERLAND VALLEY REGIONAL DEVELOPMENT CORPORATION	Last Change:		By: DSS

Chg #	Charge / Payment / Fee Description	Amount	Inst # / Inst Date	Municipality
1	DECLARATION			
	Grantor - CUMBERLAND VALLEY REGIONAL DEVELOPMENT CORPORATION	\$52.50	201223209	SOUTHAMPTON TOWNSHIP
	Grantee - CUMBERLAND VALLEY REGIONAL DEVELOPMENT CORPORATION		11/05/12 9:59:15 AM	
	Return Via - ENVELOPE		Total Pages: 22	
	PARCEL IDENTIFICATION NUMBER			
	N/A-SOUTHAMPTON TOWNSHIP			
	Fee Detail:			
	COUNTY RECORDING FEES	\$13.00		
	IMPROVEMENT FEE - COUNTY	\$2.00		
	IMPROVEMENT FEE - RECORDER	\$3.00		
	COUNTY RECORDING FEES	\$34.00		
	STATE WRIT FEE	\$0.50		
	TOTAL CHARGES	\$52.50		
	PAYMENTS			
	CHECK: 1759	\$52.50		
	TOTAL PAYMENTS	\$52.50		
	AMOUNT DUE			
	PAYMENT ON INVOICE	\$52.50		
	BALANCE DUE	(\$52.50)		
		\$0.00		