

527-A

Receipt 44038
Entered 11-01-2000 08:57:03
Printed 11-01-2000 09:04:33

Joseph L. Davidson
Recorder of Deeds - Centre County
414 Holmes Avenue Suite #1
Bellefonte, PA 16823

RAYBACK, JAMES M
RAYBACK BLANARIK & GREEN
102 E COLLEGE AVE
STATE COLLEGE PA 16801

DEED - NONTAXABLE

R 01190-0527 1560 10 pages

1 HARTLE, JOSEPH R JR

2 COMMONWEALTH OF PA

***** RETURN TO *****

RAYBACK, JAMES M

RAYBACK BLANARIK & GREEN

102 E COLLEGE AVE

STATE COLLEGE PA 16801

County Fee 27.00

State Writ .50

Affordable Housing 11.50

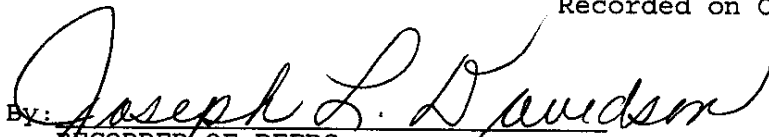
DEED - NONTAXABLE 39.00

Commonwealth of Pennsylvania)

)

County of Centre)

Recorded on Oct 31, 2000

By: 
RECORDER OF DEEDS
CENTRE COUNTY

This sheet includes required recording and tax information and is part of the
official record. DO NOT DETACH

10-3
39
Rayback

DPERJF (5/91)

DEED OF AGRICULTURAL CONSERVATION EASEMENT
TO THE COMMONWEALTH OF PENNSYLVANIA AND A COUNTY
JOINTLY IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made this 24th day of October, 2000 by and between Joseph R. Hartle, Jr. and Gladys C. Hartle (hereinafter, "Grantor") and the Commonwealth of Pennsylvania and the County of Centre, Pennsylvania (hereinafter collectively referred to as "Grantees") in joint ownership pursuant to the Agricultural Area Security Law (P.L. 128, No. 43) as amended (hereinafter "Act") is made pursuant to the Act.

WHEREAS, Grantor is the sole owner of all that certain land situate in Benner Township, Centre County, Pennsylvania more particularly described in Exhibit "A" attached hereto consisting of 239.67 acres and all buildings and improvements erected thereon ("the subject land");

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

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

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

NOW THEREFORE, in consideration of the sum of \$647,109.00 dollars, the receipt and sufficiency of which is hereby acknowledged, Grantor does voluntarily grant, bargain and sell, and convey to the Commonwealth of Pennsylvania as 82.05 percent joint owner and the County of Centre, Pennsylvania as 17.95 percent joint owner, their successors and assigns, (hereinafter "Grantees") and Grantees voluntarily accept, an agricultural conservation easement in the subject land, under and subject to the Act and the following terms and conditions:

1. Permitted Acts - During the term of the agricultural conservation easement conveyed herein, the subject land shall be used solely for the production for commercial purposes of crops, livestock and livestock products, including the processing or retail marketing of such crops, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, livestock and livestock

products" include, but are not limited to:

- (a) Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans;
- (b) Fruits, including apples, peaches, grapes, cherries and berries;
- (c) Vegetables, including tomatoes, snap beans, cabbage, carrots, beets, onions and mushrooms;
- (d) Horticultural specialties, including nursery stock ornamental shrubs, ornamental trees and flowers;
- (e) Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, furbearing animals, milk, eggs and furs;
- (f) Timber, wood, and other wood products derived from trees; and
- (g) Aquatic plants and animals and their byproducts.

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

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

- (a) The erection of fences for agricultural production and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.
- (b) The construction of one additional residential structure is permitted if;
 - (i) The construction and use of the residential structure is limited to providing housing for persons employed in farming the subject land on a seasonal or full-time basis,
 - (ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,
 - (iii) The residential structure and its curtilage occupy no more than two acres of the subject land, and
 - (iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production.
- (c) The construction or use of any building or other structure for agricultural production is permitted.

- (d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted.

3. Subdivision - The subject land may be subdivided if subdividing will not harm the economic viability of the subject land for agricultural production. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

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

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

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

7. Soil and Water Conservation - All agricultural production on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten years and upon any change in the basic type of agricultural production being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall require that:

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

excessive soil from the subject land, and

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

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

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

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

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

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

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

11. Conveyance or Transfer of the Subject Land - Grantor, his heirs, executors, administrators, successors or assigns, and any person, partnership, corporation, or other entity claiming title under or through Grantor, shall notify Grantees in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred. This obligation shall apply to any change in ownership of the subject land.

The restrictions set forth in this Deed shall be included in any Deed purporting to convey or transfer an ownership interest in the subject land.

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

13. Interpretation - This Deed shall be interpreted under the laws of the Commonwealth of Pennsylvania. For purposes of interpretation, no party to this Deed shall be considered to be the drafter of the Deed. All provisions of this Deed are intended, and shall be interpreted, to effectuate the

intent of the General Assembly of the Commonwealth of Pennsylvania as expressed in Section 2 of the Act.

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

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

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

GRANTOR

Witness:

James M. Rapach

Joseph R. Hartle Jr. [Seal]
Glady Hartle [Seal]
 _____ [Seal]
 _____ [Seal]

SUBJECT, ALSO, to the Subdivision Guidelines of the County of Centre Agricultural Land Preservation Program, as approved by the State Agricultural Land Preservation Board on 04/11/96 and in accordance with the Guidelines and/or Regulations of the said State Board which County Subdivision Guidelines are incorporated herein by reference and made a part hereof.

ENTERED FOR RECORD
 JOSEPH L. DAVIDSON
 RECORDER OF DEEDS
 CENTRE COUNTY
 00 OCT 31 AM 10 48

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CENTRE

On this Day:

OCT 31 2000

I hereby CERTIFY that this document is
 Recorded in Record Book 1190 Page 527
 in the Recorder of Deeds Office of Centre
 County, Pennsylvania. IN WITNESS
 WHEREOF, I have hereunto
 set my hand and official seal.

Joseph L. Davidson
 Joseph L. Davidson
 Centre County Recorder of Deeds



I hereby certify that the precise residence of the within
 named grantee is 750 BUFFALO RUN ROAD
Belleville Pa 16823
James M. Rapach

BK1190PG0533

ACKNOWLEDGMENT

COUNTY OF CENTRE

SS:

COMMONWEALTH OF PENNSYLVANIA

On this 24th day of October, 2000,
before me, the subscriber, a Notary Public for the
Commonwealth of Pennsylvania, residing in the City of
Bellefonte personally appeared the above
named Joseph R. Hartle, Jr. and Gladys C. Hartle,
and in due form of law acknowledged the above Deed of
Agricultural Conservation Easement to be their voluntary act
and deed, and desired the same to be recorded as such.

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

Nancy T. Baldwin
Notary Public

My Commission expires:

NOTARIAL SEAL Nancy T. Baldwin, Notary Public Spring Township, Centre County My Commission Expires May 10, 2003
--

BK 1190PG0534

EXHIBIT A
PROPOSED LEGAL DESCRIPTION FOR
TAX PARCEL # 12-003-067D

JUN-14-00 WED 10:31 AM RAYBACK & BLANARIK

FAX NO. 8142373227

P. 6

Schedule C -- Land Description

PARCEL 12/3/67D:

ALL that certain message, tenement and tract of land situate, lying and being in Benner Township, Centre County, Pennsylvania, more fully bounded and described as follows, to-wit:

BEGINNING at a railroad spike situate in the center of PA Route 550 (also known as Buffalo Run Road), said point being the northwest corner of the lot herein conveyed and being a point on the eastern line of lot presently vested in Malcom C. Krape (DB 428, PG 390); thence along the center of PA Route 550 the following courses and distances: (1) North 62° 48' 43" East, a distance of 925.31 feet to a railroad spike; (2) along the arc of a curve to the right having the following curve data: "I" angle = 17° 12' 28", radius = 991.374 feet, tangent = 150.00 feet, chord bearing = north 71° 24' 57" East, chord distance = 296.624 feet, arc length = 297.742 feet, to a railroad spike; (3) North 80° 01' 11" East, a distance of 200.45 feet to a railroad spike; thence along lot presently vested in Paul Barton, et ux., South 34° 29' 11" East, passing over an iron pipe at 27.47 feet, and traveling a total distance of 277.49 feet to an angle iron post (base); thence along same, lot of Fred K. Isher, et ux., and lot of Wayne R. Boone, et ux., North 78° 24' 17" East, a distance of 397.94 feet to a 3/4" x 36" long galvanized iron pipe; thence along lands of Kenneth Franklin Ishler (DB 459, PG 894) and James H. Bird, et ux. (DB 295, PG 836), South 34° 20' 24" East, a distance of 693.92 feet to a point; thence along lands of Marion C. Dunlap (DB 306, PG 293), South 55° 57' 49" West, a distance of 1,771.86 feet to an axle shaft at base of 8" cherry; thence along lot vested in Malcom C. Krape, North 33° 36' 04" West, a distance of 1,374.85 feet to an axle shaft; thence continuing along same, North 33° 43' 27" West, a distance of 19.57 feet to a railroad spike situated in the center of PA Route 550, the point of beginning.

CONTAINING 2,095,359.8 square feet (48.10 acres) gross area, more or less, and being more fully described on a plan prepared by Steven G. Small, P.L.S., entitled, "Preliminary/Final Subdivision of all that certain farm presently vested in Joseph R. Hartle, Jr., et ux.," dated September 5, 1990, last revised September 27, 1990, and recorded in Centre County Plat Book 42, Page 21.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number 12-3/67D.

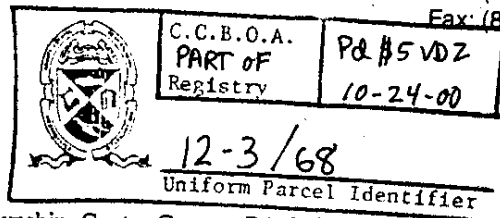
BEING subject to 1/2 of the legal right-of-way of PA Route 550 for the use of the general public, and any other easements of record.

	C.C.B.O.A.	P&H5 V02
	Registry	10-24-00
12-3/67D		
Uniform Parcel Identifier		



EXHIBIT A
PROPOSED LEGAL DESCRIPTION FOR
TAX PARCEL # 12-003-068

2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

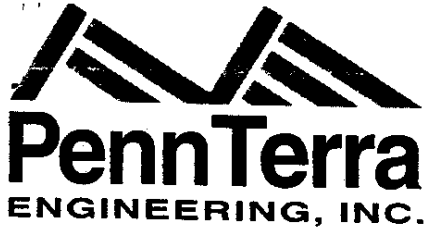


All that certain tract of land situated in Benner Township, Centre County, PA, being an agricultural land conservation easement as shown on a plan entitled, "Agricultural Land Conservation Easement For The Lands Of Gladys C. Hartle" by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at a point lying in the northerly right-of-way line of SR 0550 (50' right-of-way) and lying at an easterly corner of lands owned now or formerly by Allen B. & Elaine Shivery (RB 941, Page 716), thence along the Shivery lands N 35 ° 04' 22" W 214.60 feet to a point, thence continuing along the Shivery lands S 70 ° 45' 48" W 209.98 feet to a point lying on an easterly line of lands owned now or formerly by Harold J. Krape (DB 428, Page 390), thence along the Krape lands N 33 ° 42' 58" W 1044.64 feet to an iron pin, thence continuing along the Krape lands N 56 ° 30' 08" E 409.26 feet to a 24" oak tree, thence continuing along the Krape lands N 32 ° 45' 49" W 341.39 feet to a point lying at the corner of woods, thence along the residue of the Gladys Hartle Farm (RB 917, Page 135) the following seventeen courses:

N 39 ° 53' 00" E 18.11 feet to a corner of woods, thence N 32 ° 13' 00" W 115.18 to a corner of woods, thence N 58 ° 37' 30" E 212.93 feet to a corner of woods, thence N 19 ° 28' 00" W 164.30 feet to a corner of woods, thence N 52 ° 01' 45" E 127.92 feet to a corner of woods, thence S 74 ° 44' 00" E 170.40 feet to a wooden fence post, thence N 53 ° 10' 10" E 602.03 feet to a wooden fence post, thence S 85 ° 37' 00" E 41.75 feet to a wooden fence post, thence S 48 ° 36' 55" E 222.33 feet to a wooden fence post, thence S 43 ° 32' 25" E 111.56 feet to a wooden fence post, thence S 39 ° 36' 55" E 156.97 feet to a wooden fence post, thence N 58 ° 15' 00" E 127.85 feet to a wooden fence post, thence N 64 ° 17' 20" E 70.33 feet to a wooden fence post, thence N 71 ° 23' 50" E 63.90 feet to a wooden fence post, thence N 80 ° 28' 10" E 63.52 feet to a wooden fence post, thence N 75 ° 01' 05" E 126.04 feet to a wooden fence post, thence S 69 ° 14' 35" E 263.70 feet to an iron pin, being the southern most corner of lands owned now or formerly by Thomas & Loretta Hartle (RB 735, Page 1088), thence along the residue of the Gladys Hartle Farm the following twenty-two courses:

S 47 ° 20' 34" E 89.25 feet to a wooden fence post, thence S 40 ° 09' 44" E 303.16 feet to a wooden fence post, thence S 47 ° 44' 09" E 16.39 feet to a wooden fence post, thence S 85 ° 35' 32" E 39.65 feet to a wooden fence post, thence N 65 ° 20' 14" E 64.27 feet to a wooden fence post, thence N 56 ° 09' 02" E 106.79 feet to a wooden fence post, thence N 05 ° 49' 27" W 7.19 feet to a wooden fence post, thence N 51 ° 10' 19" W 90.93 feet to a wooden fence post, thence N 55 ° 48' 16" W 106.89 feet to a wooden fence post, thence N 42 ° 54' 45" W 214.40 feet to a wooden fence post, thence N 34 ° 01' 44" W 171.59 feet to a wooden fence post, thence N 25 ° 48' 56" W 54.44 feet to a wooden fence post, thence N 17 ° 44' 11" E 47.24 feet to a wooden fence post, thence N 33 ° 35' 00" W 328.56 to a wooden fence post, thence N 27 ° 15' 26" W 414.52, thence N 04 ° 26' 58" W 16.43 feet to a wooden fence post, thence N 38 ° 41' 57" E 144.49 feet to a wooden fence post, thence N 58 ° 41' 45" E 58.06 feet to a wooden fence post, thence N 66 ° 38' 28" E 412.90 feet to a wooden fence post, thence N 62 ° 57' 30" E 227.39 feet to a wooden fence post, thence N 59 ° 53' 03" E 187.34 feet to a wooden fence post, thence N 54 ° 15' 30" E 516.75 feet to an iron pin found on the westerly line of lands owned now or formerly by Don E. & Nita L. Smith (RB 792, Page 1100), thence along the Smith lands S 34 ° 40' 32" E 782.38 feet to an iron pin found, thence continuing along the Smith lands N 57 ° 36' 05" E 304.52 feet to an iron pin found, thence continuing along the Smith lands S 34 ° 45' 18" E 1535.44 feet to a point lying at a westerly corner of the Smith lands and lying on the northerly right-of-way line of SR 0550 (50" right-of-way), thence along said right-of-way S 55 ° 46' 43" W 863.47 feet to a point, thence continuing along said right-of-way along a curve to the right having a chord bearing of S 56 ° 02' 07" W, a chord length of 188.82 feet, a radius of 21077.56 feet, and an arc length of 188.82 feet to point, thence continuing along said right-of-way S 56 ° 17' 31" W 570.59 feet to a point, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 55 ° 58' 37" W, a chord length of 222.70



feet, a radius of 20264.04 feet, and an arc length of 222.70 feet to a point, thence continuing along said right-of-way S 55 ° 39' 44" W 338.63 feet to a point, thence continuing along said right-of-way along a curve to the right having a chord bearing of S 56 ° 22' 44" W, a chord length of 117.36 feet, a radius of 4690.85 feet, and an arc length of 117.36 feet to a point, thence continuing along said right-of-way S 57 ° 05' 44" W 133.17 feet to a point, thence continuing along said right-of-way along a curve to the right having a chord bearing of S 68 ° 35' 48" W, a chord length of 379.06 feet, a radius of 950.58 feet, and an arc length of 381.62 feet to a point, thence continuing along said right-of-way S 80 ° 05' 52" W 357.24 feet to a point, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 71 ° 20' 16" W, a chord length of 366.06 feet, a radius length of 1201.81 feet, and an arc length of 367.49 feet to a point, thence continuing along said right-of-way S 62 ° 34' 40" W 691.93 feet to a point, being the place of beginning, and containing 191.57 acres.



R 02148-0437 Aug 05, 2014
HARTLE, GLADYS C
HARTLE, GLADYS C
08-05-2014
11:08:43
DEC 2 pgs
RECORDER OF DEEDS

Planning
2-6
19.50

DECLARATION OF RESTRICTIVE COVENANTS ON REAL PROPERTY

THIS DECLARATION OF RESTRICTIVE COVENANTS ON REAL PROPERTY is made by **GLADYS C. HARTLE, THOMAS E. HARTLE and LORETTA M. HARTLE** as of the 5 day of August, 2014.

WHEREAS, **GLADYS C. HARTLE** is the owner of certain real property described in **Centre County Record Book 2025, page 0713**, located in Benner Township, Centre County, Pennsylvania, being known as Parcel Identifier Tax Parcel Number 12-3/67D, containing 48.10 acres; and

WHEREAS, **THOMAS E. HARTLE and LORETTA M. HARTLE** are the owners of certain real property described in **Centre County Record Book 2143, page 0117**, located in Benner Township, Centre County, Pennsylvania, being known as Parcel Identifier Tax Parcel Number 12-3/68, containing 191.57 acres; and

WHEREAS, these premises are subject to a Deed of Agricultural Conservation Easement including those specifically referenced in that deed between **GLADYS C. HARTLE and JOSEPH R. HARTLE** and The Commonwealth of Pennsylvania dated October 24, 2000 and recorded October 31, 2000, in **Centre County Record Book 1190, page 527**; and

WHEREAS, as part of the Deed of Agricultural Conservation Easement, the construction of one additional residential structure is permitted in accordance with Section 2b; and

WHEREAS, as part of the Deed of Agricultural Conservation Easement, one subdivision is permitted on the subject land in accordance with Section 3 and the Subdivision Guidelines of the Centre County Agricultural Land Preservation Program, as approved by the State Agricultural Land Preservation Board on April 11, 1996 and in accordance with the Guidelines and/or Regulations of the said State Board which County Subdivision Guidelines are incorporated therein by reference or made a part thereof; and

WHEREAS, the subdivision and residential structure allowance must be designated to a single parcel in the case of conveyance of a portion of the land subject to the Agricultural Conservation Easement; and

WHEREAS, Parcel Identifier Tax Parcel Number 12-3/68 containing 191.57 acres was conveyed from **GLADYS C. HARTLE** to **THOMAS E. HARTLE and LORETTA M. HARTLE** by deed dated April 22, 2014 and recorded in **Centre County Record Book 2143, page 0117**:

NOW, THEREFORE, **GLADYS C. HARTLE, THOMAS E. HARTLE and LORETTA M. HARTLE** hereby agree and declare:

1. The right to construct one additional residential structure on the property and the right to a single subdivision pursuant to Section 2b and Section 3, respectively, in accordance with the above referenced Deed of Agricultural Conservation Easement recorded in **Centre County Record Book 1190, page 0527** are hereby granted to Parcel Identifier Tax Parcel Number 12-3/68, containing 191.57 acres; and said rights are hereby forfeited for Parcel Identifier Tax Parcel Number 12-3/67D, containing 48.10 acres.

IN WITNESS WHEREOF, **GLADYS C. HARTLE, THOMAS E. HARTLE and LORETTA M. HARTLE** have executed this Declaration of Restrictive Covenants on Real Property as of the first date written above.

Gladys C. Hartle
By: Gladys C. Hartle

Thomas E. Hartle
By: Thomas E. Hartle

Loretta M. Hartle
By: Loretta M. Hartle

Commonwealth of Pennsylvania }

SS:

County of Centre }

On this, the 5TH day of AUGUST, 20 14, before me a Notary Public, the undersigned officer, personally appeared Gladys C. Hartle, Thomas E. Hartle, and Loretta M. Hartle known to me (or satisfactorily proven) to be the person/persons whose name/names is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Charles A. Salvanish
Notary Public

