

**FERGUSON TOWNSHIP ZONING HEARING BOARD
REGULAR MEETING AGENDA
Tuesday, April 25, 2023
7:00 PM**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. CITIZEN INPUT: LIMITED TO UP TO FOUR (4) MINUTES PER INDIVIDUAL
- IV. INTRODUCTION OF BOARD MEMBERS
- V. SWEARING IN OF THOSE WHO WISH TO TESTIFY
- VI. ZONING HEARING BOARD SOLICITOR EXPLAINS THE BASIS FOR GRANTING A VARIANCE
- VII. ZONING ADMINISTRATOR EXPLAINS THE BASIS OF THE VARIANCE
- VIII. VARIANCE REQUEST OF DAVID G. BURKET, TRUSTEE, THE DAVID G. BURKET LIVING TRUST, W. WHITEHALL ROAD
- IX. APPROVAL OF THE MEETING MINUTES FROM NOVEMBER 16, 2022
- X. ADJOURNMENT



TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801
Telephone: 814-238-4651 • Fax: 814-238-3454
www.twp.ferguson.pa.us

TO: ZONING HEARING BOARD MEMBERS
JEFFREY STOVER, SOLICITOR

FROM: Liza Ruhf, Planning and Zoning Administrative Assistant

DATE: April 17, 2023

SUBJECT: ZONING HEARING BOARD MEETING

The Ferguson Township Zoning Hearing Board will hold a public hearing at the Ferguson Township Municipal Building, 3147 Research Drive, State College, Pennsylvania, on Tuesday, April 25, 2023, at 7:00 PM to hear the following request:

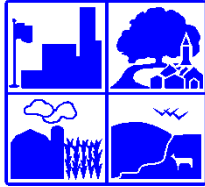
The variance request of David G. Burket, Trustee of the David G. Burket Living Trust, 96 Bierce Street, Tallmadge, OH 44278, regarding the property along W. Whitehall Road, tax parcel 24-008-008A, which is owned by the Trust. The applicant is represented by Derek Lucas. The applicant is requesting a variance to Chapter 27-803.B, to subdivide 0.17 acres from the non-conforming farm tract and add 0.17 acres to tax parcel 24-008-005, 3189 W. Pine Grove Road, PA Furnace. The properties are located in the RA Zoning District – Rural Agricultural.

If the first variance request is granted, the applicant is requesting a variance to Chapter 27-205.1 setback regulations for the existing sheds to encroach into the side and rear setbacks for the newly expanded lot, tax parcel 24-008-005.

Members and the public may attend the meeting in person at the Ferguson Township Municipal Building Main Meeting Room.

Thank you.

Copy: Office File



TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801
Telephone: 814-238-4651 • Fax: 814-238-3454
www.twp.ferguson.pa.us

April 6, 2023

VIA EMAIL

Legal Advertising Department
CENTRE DAILY TIMES
Post Office Box 89
State College, Pennsylvania 16804

Please insert the following legal notice so that it appears in the Legal Section of the Centre Daily Times on **Tuesday April 11, 2023 and Tuesday April 18, 2023**

LEGAL NOTICE

The Ferguson Township Zoning Hearing Board will hold a Public Hearing at the Ferguson Township Municipal Building, 3147 Research Drive, State College, Pennsylvania on Tuesday April 25, 2023 at 7:00 PM for the annual reorganizational meeting and to hear the following variance request:

The variance request of David G. Burkett Trustee of the David G. Burkett Living Trust, 96 Bierce Street, Talmadge, OH 44278 regarding the property along W. Whitehall Road, Tax Parcel 24-008-008A which is owned by the Trust. The applicant is represented by Derek Lucas The applicant is requesting variance Chapter 27-803.B to subdivide 0.17 acres from the non-conforming farm tract and add 0.17 Acres to tax parcel 24-008-005, 3189 W. pine Grove Road PA Furnace, tax parcel 24-008-005.

If the first variance request is granted the applicant is requesting variance of Chapter 27-205.1 Setback Regulations for exiting sheds to encroach into the side and rear setbacks for the newly expanded lot Tax Parcel 24-008-005., 3189 West Pine Grove Road, Pennsylvania Furnace PA. The properties are located in the RA Zoning District.

The public may attend the meeting in-person in the Main Meeting Room of the Ferguson Township Municipal Building

For the Ferguson Township Zoning Hearing Board
Jeffrey S. Ressler, Zoning Administrator

The Proof of Publication Notice and the invoice related to this advertisement should be sent to the attention of Ms. Traci Miller, the Township Accountant. Please call me if you should have questions or if you will be unable to process this request.

Sincerely,

Jeffrey S. Ressler
Zoning Administrator

c: Legal Ad file



Township of

RECEIVED MAR 23 2013

Planning & Zoning Department

Pennsylvania

**Ferguson Township, Centre County, Pa.
Application for Zoning Variance/Appeal Hearing**

Application for a Hearing must be filed in the name of the owner of record or in the name of the holder of an option or a contract to purchase, or in the name of the lessee if authorized under a lease.

The application must be completed in full and the following must accompany the application:

1. Thirteen (13) copies of the application.
2. Thirteen (13) copies of a diagram or site plan (as outlined on page 3).
3. For a Variance Hearing a non-refundable filing fee of \$300.00 (make check payable to Ferguson Township).
 - For an Appeal Hearing a filing fee of \$500.00 (make check payable to Ferguson Township). The Appeal Hearing fee is refundable if the applicant prevails in the appeal of a notice of violation.
 - If applying for both a Variance Hearing and an Appeal Hearing both the Variance fee of \$300.00 and the Appeal fee of \$500.00 must be paid to the Township.
4. A copy of the applicant's deed or other instrument showing authority to file this application must be attached.
 - If the instrument attached does not contain a legal description, a legal description must be provided.

All material should be submitted to the Ferguson Township Zoning Office no later than 5:00 PM on the fourth Monday of the month. All incomplete applications will not be processed.

Email LDerek21@yahoo.com

ENTRY OF APPEARANCE

Name Derek Lucas

Address 3189 West Pine Grove Road, Pennsylvania Furnace, PA 16865


I am appearing on my own behalf (Check if this is true.)

I am representing The David G. Burket Living Trust

Please send me notice at the above address of any final decisions in this matter.

WAIVER OF STENOGRAPHIC RECORD

I agree to waive the requirements of Section 908(7) of the Pennsylvania Municipalities Planning Code which requires that a stenographic record of the proceedings be made, and consent that a record of the proceedings be prepared from a tape recording of the hearing and the recording secretary's minutes.

Applicant's Signature 

Date 4/10/23

The undersigned hereby applies to the Ferguson Township Zoning Hearing Board for a hearing under the provisions of the Ferguson Township Zoning Ordinance affecting the following premises in the manner herein described.

Applicant The David G. Burket Living Trust, David G. Burket, Trustee

Address 96 Bierce Street, Tallmadge, OH 44278

Phone FAX 330-633-2177

Owner The David G. Burket Living Trust, David G. Burket, Trustee

Address 96 Bierce Street, Tallmadge, OH 44278

Phone FAX 330-633-2177

1. Location of premises West Whitehall Road

2. Centre County Tax Map Parcel Number 24-008-008A

3. Present zoning Rural Agricultural

4. How long has the applicant held an interest in the property? July, 2015

5. Present use of the premises Agricultural

6. Proposed use of the premises Lot addition to existing residential

7. Explain extent of proposed alteration(s), if any: Acquiring 0.17-acre lot addition from Burket Living Trust

so that two shed structures are on land Lucas owns; Reduction of existing agricultural parcel from 22.58 acres

to 22.41 acres. See Attached Narrative.

8. Describe all existing structures, including type size and height: Shed - 8'x15' Height 10' and
Shed 14'x40' Height 12'

Unknown

9. Has the property been involved in previous zoning hearing(s)? _____ If so, describe date of hearing, nature of hearing and outcome of hearing:

10. For new construction or alterations:

- a) Have plans been submitted to the Zoning Officer? N/A
- b) Has he/she reviewed, approved, and signed the plans? N/A
- c) Has he/she issued a permit? N/A

11. For a variance hearing, describe the provisions or regulations of the Ferguson Township Zoning Ordinance under which application for a variance is sought:

. 27-803.B, 27-205.1 See attached Narrative.

12. For an appeal hearing, describe the alleged misinterpreted or misapplied provision of the ordinance which will be relieved by granting this appeal:

N/A

13. A variance will be granted only upon the showing of an unnecessary hardship meeting all of the following criteria:

- a) The unnecessary hardship is caused by unique physical circumstances in the size, shape or topography of the lot.
- b) Because of the unnecessary hardship so caused, the lot cannot be developed in conformity with the Zoning Ordinance.
- c) The unnecessary hardship was not created by the applicant. a) Key map showing the generalized location of the property.
- d) The variance, if granted, would not alter the essential character of the neighborhood, impair the use or development of adjacent property or be detrimental to the public welfare.
- e) The variance would be the minimum necessary to afford relief and would be the least possible modification of the Zoning Ordinance.

Describe hardship, as listed above, which will be relieved by granting this variance:

Ownership of two shed structures which were believed to be located on lot when he purchased in 2015.

14. Attach a diagram or site plan showing the following:

- a) Key map showing the generalized location of the property.
- b) North point.
- c) Name and address of all abutting property owners.
- d) Total tract boundaries of the property showing approximate distances and a statement of total acreage of the tract.
- e) All existing streets including streets of record (recorded but not constructed) on or abutting the tract including names and right-of-ways.
- f) If relevant to the application, existing sewer lines, water lines, fire hydrants, utility lines, culverts, bridges, railroads, watercourses, and easements.
- g) All existing buildings or other structures and approximate location of all tree masses.

15. List all abutting property owners. Include full name, address, and telephone numbers

Kunkle Properties, LLC, 350 Fieldstone Drive, State College, PA 16801 Unknown

Breezy Farms, 3760 West Whitehall Road, Pennsylvania Furnace, PA 16865 (814) 237-3590

FOR STAFF USE ONLY:

- Plans submitted
- Advertised
- Posted
- Fee Paid

Revised
09/14/2017


March 8, 2023

Ferguson Township
Planning & Zoning Department
3147 Research Drive
State College, PA 16801

To Whom It May Concern:

I, David G. Burket, on behalf of the David G. Burket Living Trust, do hereby authorize Derek Lucas, to appear on my behalf in front of the Ferguson Township Zoning Hearing Board. The purpose of his attendance is to present a request for an exemption from the requirement that Agricultural Parcels contain a minimum of 50-acres and a request for a variance of the building setback requirement.

Respectfully submitted,

A handwritten signature in black ink that reads "David G. Burket". The signature is written in a cursive style with a large, looping initial "D".

David G Burket



Land Services Group

Land Services Group

10139 Route 6, Wellsboro, PA 16901 • 570 724-3395 • FAX 774-759-3396

February 6, 2023
(Revised April 6, 2023)

Request for Variance of Design Criteria

Property Owner: *David G. Burket, Trustee*
 The David G. Burket Living Trust
 96 Bierce Street
 Tallmadge, OH 44278

The David G. Burket Living Trust proposes the subdivision of property situate in Ferguson Township, Centre County, Pennsylvania. The area which is the subject of the subdivision lies where lands of The David G. Burket Living Trust adjoin lands of Derek Lucas.

Item 1: Request for Variance from Minimum 50-acre requirement for Agricultural Parcels - 27-803.B

Lands of the David G. Burket Living Trust were recently surveyed by Land Services Group for the purpose of his enrollment of property into the Center County Agricultural Land Preservation program. During the course of this survey, it was found and brought to the attention of both David G. Burket and Derek Lucas that there is an encroachment issue. The encroachment issue is not the result of anything that either Mr. Burket or Mr. Lucas have done. The encroachment issue was created by prior owners of the Lucas property with the construction of two structures and the placement of a fence.

The Agricultural Land Preservation program did not include the area of the 0.17-acre subdivision when enrolling the Burket property so that the encroachment issue could be resolved between the two owners.

It is requested that a variance be granted from this requirement due to the fact that the subdivision will rectify the issue of the sheds and fence, now belonging to Lucas, being on lands of Burket. Although the proposed subdivision will make an already non-conforming parcel more non-conforming, the reduction of a 0.17-acre piece from a 22.58-acre parcel, leaving 22.41 acres, is relatively insignificant in comparison to the existing issue of the structures and fence.

Item 2: Request for Variance for Building Setback Requirement – 27-205.1

Item 3 in this section states “No parcel may be subdivided which will create a nonconforming lot or building setback.”

The situation with the existence of structures not being within the building setback requirement is already existing and the subdivision is for the purpose of transferring ownership of the area containing the two existing structures to Lucas as they currently exist.

The northerlymost structure is less than 144 sq. ft., which, according to Section 27-209 Yard Requirements Item 1(1)(2), can be within the buffer yard and as close as three feet from the property line.

The next shed to the south does not meet the rear and side yard setback requirements, however, by allowing the lot addition to take place, the structure will at least be mostly upon lands of Lucas as opposed to be on lands of Burket.

Furthermore, it is our understanding that one of these sheds was constructed after a building permit was issued by Ferguson Township

It is requested that a variance be granted from this requirement due to the fact that the subdivision will be making the existing situation a little better. In fact, with the property lines of Lucas as they currently are, the garage on his property would also be within the building setback lines for his property thereby having three structures which do not meet setback requirements.

We feel that the variances requested, if authorized, will not alter the essential character of the neighborhood or district in which the property is located nor will it substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare. We also believe that if authorized, the variances requested represent the minimum variance that will afford relief and will represent the least modification possible of the regulation at issue.

Ferguson Township
3147 Research Drive
State College, PA 16801
814-238-4651
814-238-3454 (fax)
www.twp.ferguson.pa.us

000000

Receipt No. 00021735

03/23/2023 03:11 PM

DEREK LUCAS

01 Zoning Var He
aring/DAVID BURK
ET LIVING TRUST 300.00

Check # 082	300.00
Receipt Total	300.00
Payment Total	300.00

Thank you!

Ruhf, Elizabeth

From: Wargo, Jenna
Sent: Wednesday, April 12, 2023 3:03 PM
To: Ressler, Jeff; Ruhf, Elizabeth
Subject: Fwd: Burket Land

Jenna Wargo, AICP

Director of Planning & Zoning

| pronouns: (she/her/hers) |

Township of Ferguson
3147 Research Drive
State College, PA 16801
P: (814) 238-4651
C: (814) 571-0718

From: Diana L. Griffith <dlgriffith@centrecountypa.gov>
Sent: Wednesday, April 12, 2023 2:59:09 PM
To: Wargo, Jenna <jwargo@twp.ferguson.pa.us>
Subject: RE: Burket Land

Hi Jenna,

Good to hear from you.

To deal with the encroachment issue prior to preserving Mr. Burket's farm, we excluded that .17 acre encroachment area from the easement.

Mr. Burket decided to pursue the encroachment issue on his own, independent of the easement.

Mr. Lucas should be able to do the lot line adjustment without impacting the easement, provided of course that Mr. Burket is agreeable. I believe it was his intention to have Mr. Lucas pay for that part of the land where his buildings are located.

I'm out of the office this afternoon but if you need more information I'm happy to talk with you by phone tomorrow.

Other than a meeting from 10 am to noon I am free.

Thanks!
Diana

----- Original message -----

From: "Wargo, Jenna" <jwargo@twp.ferguson.pa.us>

Date: 4/12/23 2:17 PM (GMT-05:00)

To: "Diana L. Griffith" <dlgriffith@centrecountypa.gov>

Subject: Burket Land

****** This email originated from a source outside of Centre County's network. Please use caution before clicking on links and opening attachments. ******

Diana--

I hope you're doing well.

Would you have moment to discuss this ZHB case with me? We have an encroachment on the adjacent property (owned by Derek Lucas) and he'd like to do a minor (0.17ac) subdivision to move a lot line to get his structures on his property. However, reviewing the deed for both properties, we saw that the Burket one is in Ag Protection and didn't know if this would be possible.

I spoke with Betsy Dupuis and she had mentioned that there is some de minimis wording within the ag preservation program that may help. I wanted to speak with you about it to see if this would be feasible under the program.

Thank you.

Jenna Wargo, AICP

Director of Planning & Zoning

| pronouns: (she/her/hers) |

Township of Ferguson

3147 Research Drive

State College, PA 16801

P: (814) 238-4651

C: (570) 452-5102

Receipt 376962
Printed 01-18-2023 08:54:30

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

TUSSEY SETTLEMENT INC
432 ROLLING RIDGE DRIVE
SUITE 3A
STATE COLLEGE PA 16801

DEED - NONTAXABLE
R 02302-0897A 474 19 pages
1 DAVID G BURKET LIVING TRUST
2 FERGUSON TOWNSHIP
***** RETURN TO *****
TUSSEY SETTLEMENT INC
432 ROLLING RIDGE DRIVE
SUITE 3A
STATE COLLEGE PA 16801

County Fee 59.50
State Writ .50
ATJ Fee 40.25

DEED - NONTAXABLE 100.25

Commonwealth of Pennsylvania)
)
County of Centre)

Recorded on Jan 18, 2023

By: JOSEPH L. DAVIDSON
RECORDER OF DEEDS
CENTRE COUNTY

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

79/4
100.25
Diana
Planning

Prepared By: Diana Griffith
Willowbank Office Building
420 Holmes Street
Bellefonte, PA 16823

Return To: Diana Griffith
Willowbank Office Building
420 Holmes Street
Bellefonte, PA 16823



R 02302-0897 Jan 18, 2023
DAVID G BURKET LIVING TRUST
FERGUSON TOWNSHIP
01-18-2023
08:42:10
DN 20 pgs
RECORDER OF DEEDS

UPI# 24-008,-008A-,0000 R2185-0380

DPERMULTISCL (6-2006)

EXHIBIT "C"

DEED OF AGRICULTURAL CONSERVATION EASEMENT
TO THE COMMONWEALTH OF PENNSYLVANIA, A COUNTY AND A LOCAL
GOVERNMENT UNIT JOINTLY IN PERPETUITY

THIS DEED OF AGRICULTURAL CONSERVATION EASEMENT, made
this 17th day of January, 2023, by and between David G. Burket Living Trust,
David G. Burket, Trustee (hereinafter, "Grantor") and the Commonwealth of Pennsylvania, the
County of Centre, Pennsylvania and Ferguson Township, a
Local Government Unit, located within 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
Ferguson Township, Centre County, Pennsylvania more
particularly described in Exhibit "A" attached hereto consisting of 22.41 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, the Local Government Unit of Ferguson Township,
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 \$ 89,640 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 100.00 percent joint owner, the County of Centre, Pennsylvania as 0.00 percent joint owner, and Ferguson Township, a Local Government Unit located within the County of Centre, Pennsylvania, as a 0.00 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, equine, livestock and livestock products, including the processing or retail marketing of such crops, equine, livestock or livestock products if more than fifty percent of such processed or merchandised products are produced on the subject land (hereinafter "agricultural production"). For purpose of this Deed, "crops, equine, livestock and livestock products" include, but are not limited to:

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

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

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

(a) The erection of fences for agricultural production or a commercial equine activity and protection of watercourses such as lakes, streams, springs and reservoirs is permitted.

(b) The construction of one additional residential structure is permitted if;

(i) The construction and use of the residential structure is limited for the landowner's principal residence or for the purpose of providing necessary housing for persons employed in farming the subject land on a seasonal or full-time basis,

(ii) No other residential structure has been constructed on the restricted land at any time since the delivery of the Deed,

(iii) The residential structure and its curtilage occupy no more than two acres of the restricted land, and

(iv) The location of the residential structure and its driveway will not significantly harm the economic viability of the subject land for agricultural production or a commercial equine activity.

(c) The construction or use of any building or other structure for agricultural production or a commercial equine activity is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

(d) The replacement of a residential structure existing on the restricted land on the date of the granting of the easement is permitted if the preexisting residential structure is razed or removed and the replacement residential structure is erected within the curtilage of the residential structure it replaces.

The renovation or modification of an existing residential structure, or an addition to an existing residential structure is permitted if it would not increase the curtilage of the residential structure.

The renovation or modification of an existing agricultural building or structure, or an addition to an existing agricultural building or structure, is permitted. The maximum building coverage may be restricted if the County Agricultural Conservation Easement Purchase Program approved by the State Board imposes such a restriction.

3. Subdivision - The land under the Agricultural Conservation Easement is subject to the Subdivision Guidelines of the County of Centre, Agricultural Land Preservation Program, approved by the State Agricultural Land Preservation Board on December 9, year of 2010, as may be attached hereto. If the subject land is subdivided, the Deeds to all of the subdivided parcels shall state on which of the subdivided parcels the residential structure permitted by this Deed may be constructed. Deeds to all other parcels shall recite that no additional residential structure is permitted.

4. Utilities - The granting of rights-of-way by the Grantor, his heirs, executors, administrators, successors and assigns, or any person, partnership, corporation or other entity claiming title under or through Grantor in and through the subject land for the installation, transportation, or use of, lines for water, sewage, electric, telephone, coal by

underground mining methods, gas, oil or oil products is permitted. The term "granting of rights-of-way" includes the right to construct or install such lines. The construction or installation of utility lines other than of the type stated in this paragraph is prohibited on the subject land.

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

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

7. Soil and Water Conservation - All agricultural production or commercial equine activity on the subject land shall be conducted in accordance with a conservation plan approved by the County Conservation District or the County Board. Such plan shall be updated every ten (10) years and upon any change in the basic type of agricultural production or commercial equine activity being conducted on the subject land. In addition to the requirements established by the County Conservation District or the County Board the conservation plan shall include an installation schedule and maintenance program and a nutrient management component which, when completely implemented, will improve and maintain the soil, water and related plant and animal resources of the land and shall require that:

- (i) The use of the land for growing sod, nursery stock ornamental trees, and shrubs does not remove excessive soil from the subject land, and
- (ii) The excavation of soil, sand, gravel, stone or other materials for use in agricultural production or commercial equine activity on the land is conducted in a location and manner that preserves the viability of the subject land for agricultural production or commercial equine activity.

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

8. Responsibilities of Grantor Not Affected - Except as specified herein, this Deed does not impose any legal or other responsibility on the 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, within thirty (30) days of a change in ownership or within any lesser period prescribed in the county program, notify the county agricultural land preservation board and the Pennsylvania Department of Agriculture in writing of any conveyance or transfer of ownership of the subject land. Such notification shall set forth the name, address and telephone number of the Grantor and the party or parties to whom ownership of the subject land has been conveyed or transferred, and the price per acre or any portion thereof and a reference to the volume and page in which the transfer has been recorded by the County Recorder of Deeds.

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

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

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:

David G. Burket, Trustee [Seal]

David G. Burket Living Trust, David G. Burket, Trustee
_____ [Seal]

_____ [Seal]
_____ [Seal]

ACKNOWLEDGMENT

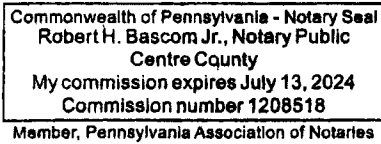
COUNTY OF Centre

SS:

COMMONWEALTH OF PENNSYLVANIA

On this 17th day of January, 2023,
before me, the subscriber, a Notary Public for the Commonwealth of Pennsylvania, residing in
the City of State College personally appeared the above
named David G. Burket Living Trust, David G. Burket, Trustee and
_____, 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.



Robert H. Bascom Jr.
Notary Public

My Commission expires:

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is as follows:

96 Bierce St., Tallmadge, OH 44278

Sharon Griffith

Attorney/Agent for Grantee



Land Services Group

10139 Route 6, Wellsboro, PA 16901 • 570 724-3395 • FAX 774-759-3396 • LandSG.com

Final Deed Description

June 6, 2022

2022092 - AGRICULTURAL LAND PRESERVATION PROPERTY SURVEY FOR THE DAVID G. BURKET LIVING TRUST. Page 1 of 2.

Being all that certain tract of land situate in Ferguson Township, Centre County, Pennsylvania, as surveyed by Land Services Group – Cunningham Surveyors, dated May 18, 2022, titled "Agricultural Land Preservation Property Survey for The David G. Burket Living Trust" and filed in the Centre County Courthouse to Instrument No. _____, being bounded and described as follows:

BEGINNING at a point along the existing centerline of West Whitehall Road, said point being the northwesterly corner of Breezy Farms, having a reference of Record Book 2037 at page 981, and being the northeasterly corner of the parcel herein described; THENCE, leaving the existing centerline of West Whitehall Road and along lands of Breezy Farms, passing through a concrete monument set 50.0 ft. from said centerline, and, passing through a concrete monument set 46.41 ft. from the southeasterlymost corner hereof, said concrete monument set being at the northeasterly corner of a 0.17-acre encroachment area shown on the above referenced subdivision plan, S 35° 21' 26" E, a distance of 1737.53 ft. to a point, being the northeasterly corner of Derek Lucas, having a reference of Record Book 2166 at page 817; THENCE, leaving lands of Breezy Farms and along lands of Derek Lucas, S 68° 16' 09" W, a distance of 206.00 ft. to an iron rod set along the easterly line of Kunkle Properties, LLC, having a reference of Record Book 2230 at page 503; THENCE, leaving lands of Derek Lucas and along lands of Kunkle Properties, LLC, passing through an iron rod set 28.37 ft. from said iron rod, N38° 39' 55" W, a distance of 353.20 ft. to an iron rod found, being the southeasterly corner of Frederick L. McClellan, Jr., having a reference of Record Book 1070 at page 859; THENCE, leaving lands of Kunkle Properties, LLC and along lands of Frederick L. McClellan, Jr., N 36° 16' 02" W, a distance of 341.13 ft. to an iron rod found at the northeasterly corner of said Frederick L. McClellan, Jr.; THENCE, continuing along lands of Frederick L. McClellan, Jr. and then along lands of Anthony DeGliomini, et ux, having a reference of Record Book

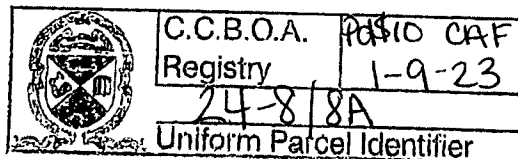
**2022092 - AGRICULTURAL LAND PRESERVATION PROPERTY SURVEY FOR THE
DAVID G. BURKET LIVING TRUST. Page 2 of 2.**

1278 at page 745, passing through an iron pipe found 233.37 ft. from the northeasterly corner of Frederick L. McClelland, Jr. and passing through an iron rod set 30.0 ft. from the existing centerline of Deibler Road,
S 55° 51' 00" W, a distance of 531.67 ft. to a point along the existing centerline of Deibler Road; THENCE, leaving lands of Anthony DeGhini, et ux, and with the existing centerline of Deibler Road,
N 36° 41' 13" W, a distance of 274.07 ft. to a point;
N 37° 18' 59" W, a distance of 343.85 ft. to a point;
N 35° 27' 34" W, a distance of 280.17 ft. to a point; and,
N 36° 51' 37" W, a distance of 262.60 ft. to a point at or near the intersection of the existing centerline of Deibler Road with the aforementioned existing centerline of West Whitehall Road; THENCE, leaving the existing centerline of Deibler Road and with the existing centerline of West Whitehall Road,
N 72° 17' 01" E, a distance of 62.14 ft. to a point;
N 68° 02' 54" E, a distance of 135.83 ft. to a point; and,
N 66° 39' 14" E, a distance of 604.95 ft. to the POINT OF BEGINNING. CONTAINING 22.58 ac.

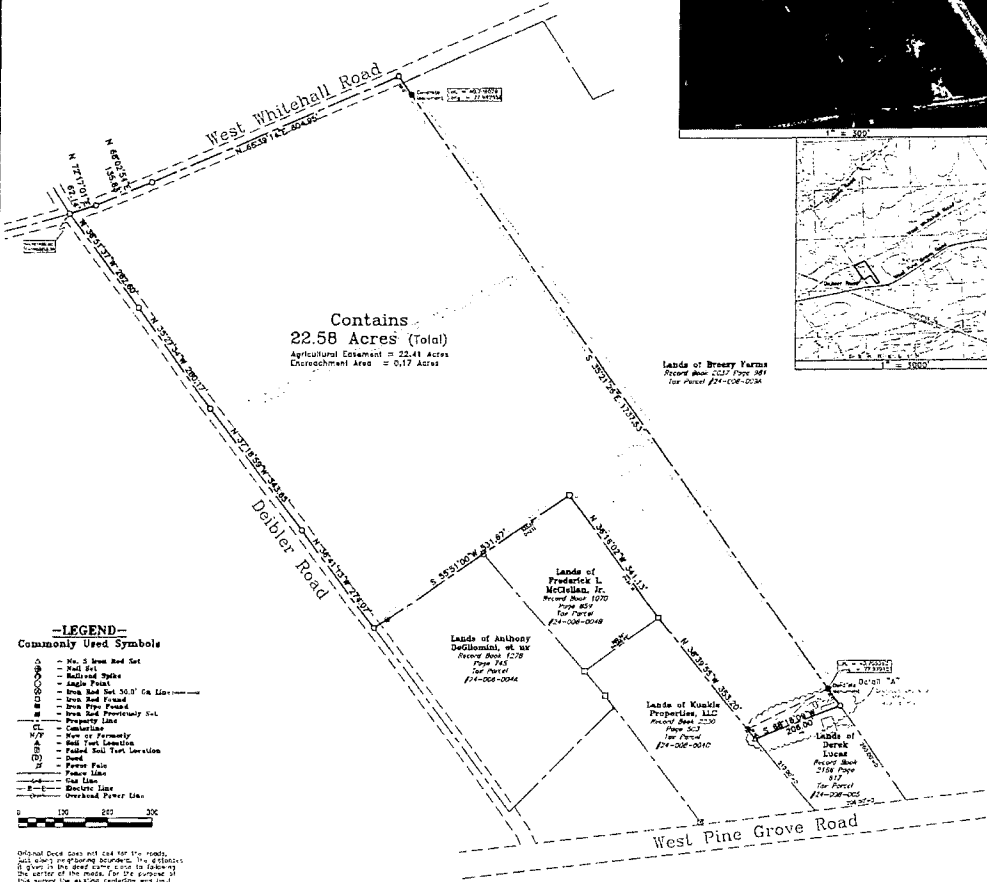
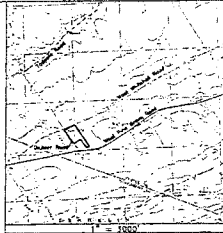
BEING a portion of the same premises conveyed by David G. Burket to David G. Burket Living Trust U/A dated January 27, 2021, David G. Burket, Trustee, by deed dated February 7, 2022, and recorded in Centre County to Record Book 2290 at page 838.

TOGETHER with and subject to covenants, easements, and restrictions of record.

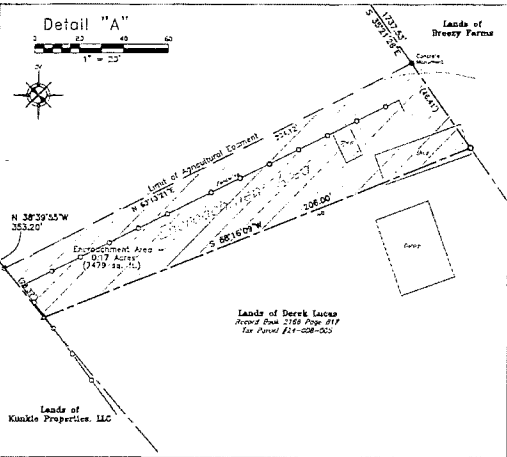
EXCEPTING AND RESERVING from the Agricultural Easement Area above described, an encroachment area containing 0.17-acre (or 7,479 sq. ft.) being bounded and described as follows: BEGINNING at an iron rod set along the easterly line of Kunkel Properties, LLC, having a reference of Record Book 2230 at page 503, said iron rod being the northwesterly corner of Derek Lucas, having a reference of Record Book 2166 at page 817, and being the southwesterly corner of the 0.17-acre encroachment area herein described; THENCE, leaving lands of Derek Lucas and along lands of Kunkel Properties, LLC,
N 38° 39' 55" W, a distance of 28.37 ft. to an iron rod set, being southwesterly corner of the Agricultural Easement Area; THENCE, leaving lands of Kunkel Properties, LLC, and through lands of the David G. Burket Living Trust and along the Agricultural Easement Area,
N 63° 13' 21" E, a distance of 204.12 ft. to a concrete monument set along lands of Breezy Farms, having a reference of Record Book 2037 at page 981; THENCE, leaving the Agricultural Easement Area and along lands of Breezy Farms,
S 35° 21' 26" E, a distance of 46.41 ft. to a point, being the northeasterly corner of aforementioned lands of Derek Lucas; THENCE, leaving lands of Breezy Farms and along lands of Derek Lucas,
S 68° 16' 09" W, a distance of 206.00 ft. to the POINT OF BEGINNING. CONTAINING 0.17 acre or 7,479 sq. ft. of land.



MAINT - STATE PLANS - PA NORTH
- U.S. FEET



Original base lines not run for 10' roads.
All other information shown on this plan is
to give it the same status as having
the status of the map. For the purpose of
this survey the existing conditions will stand.



Map Reference:
Map 60042 Survey and Berne O. New Estate Estate Acres
10, 2009. Produced by Steve Danvers Geomatics, (Cape May
NJ=)

APPROVED LAND SERVICES INFORMATION SHOWN HEREIN WAS
OBTAINED FROM THE ASSASSMENT INFORMATION PROVIDED BY THE
COUNTY CHIEF ASSESSMENT OFFICER DURING THE REGULAR
PROCESS OF THE COUNTY.

NOTE: THE RECORDS ON THIS DATE MAY NOT BE CURRENT AS
ALL LOTS AND MAY HAVE CHANGED SINCE THE TIME OF OUR
RECORDING.

LAND SERVICES GROUP
CUNNINGHAM SURVEYORS
WILKESBARRE, PA (610) 724-7900 LANDSG.COM

Agricultural Land Preservation Property Survey for
The David G. Burket Living Trust
Record Book 229 Page 825
Tax Parcel #21-013-054

Prepared by: [Signature] & [Signature]
P.L.L.C. Land Surveyors
No. 1000-01

Surveyed by: [Signature]
CUNNINGHAM SURVEYORS

Prepared for: [Signature]
CUNNINGHAM SURVEYORS

Scale: 1" = 100'

DATE: 05/18/2023

PROJECT: 202202

EXHIBIT "D"

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.
4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 *et seq.*
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.
- 14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- 15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if

appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - a. "Confidential Information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
 - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
 - d. "Financial Interest" means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - f. "Immediate family" means a spouse and any unemancipated child.
 - g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
 - h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

EXHIBIT "E"
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Commonwealth of Pennsylvania
Conservation Plan Agreement

Landowner/Operator: David G. Burket
Physical Address: Deibler and West Pine Grove Road
City: Pennsylvania Furnace **State:** PA
Zip: 16865 **Township:** Ferguson
Easement Acreage: 20.02 **Telephone:** (330) 607-3086

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

WHEREAS, a Conservation Plan has been prepared by Team Ag, Inc. to meet NRCS-USDA requirements dated 09.21.21 and identified as FSN No. N/A Tract N/A, or as amended, is located on file at the Mill Hall Service Center and a copy of which is maintained in the landowners file documentation, in both the County Agricultural Land Preservation Board office and the Pennsylvania Department of Agriculture, Bureau of Farmland Preservation office as required by Act 43 and Chapter 138e. Rules and Regulations;

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

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

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

I/We acknowledge and agree to comply with the conservation practices and implementation schedule as written and agreed upon prior to settlement on the easement, as indicated in the Conservation Plan identified as FSN No. N/A, Tract N/A. If the management or operation of this property changes, I/We will contact the County Board and/or conservation plan preparer to modify the Conservation Plan as necessary. I/We agree to give permission to the plan preparer to release copy of said plan, as well as updates to the plan, on an as needed basis to the County Board office and the Bureau of Farmland Preservation.

David G. Burket, Trustee 1/17/23 [Signature] 1/17/23
Operator/Owner Date Witness Date

Conservation Plan approved by the Centre County Conservation District as prepared by a certified conservation planner approved and recommended by the U.S. Department of Agricultural Natural Resources Conservation Service.

Shara Suffitt 1/17/23
Board Representative Date

Attachment "A"



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
OFFICE OF CHIEF COUNSEL
P.O. BOX 1874
HARRISBURG, PA 17105-1874

October 18, 1989

RECEIVED

OCT 19 1989
FARMLAND
PROTECTION

Mary E. Goodhouse, Director
Bureau of Farmland Protection
Department of Agriculture
2301 North Cameron Street
Harrisburg, PA 17110-9408

Re: Pa Realty Transfer and
Personal Income Taxes

Dear Ms. Goodhouse:

This responds to your letter of September 18, 1989 in which you requested a legal opinion concerning the Department of Agriculture's implementation of Act 149 of 1988 which amends the Act of 1981, P.L. 128, No. 43 and the Pennsylvania realty transfer and personal income taxes.

According to your letter, Act 149 establishes a farmland preservations program. Land is protected from development when the owner signs a restrictive covenant called an agricultural conservation easement which is then placed on record by county recorder of deeds. An "agricultural conservation easement" is defined in 32 P.S. § 903 as:

An interest in land, less than fee simple, which interest represents the right to prevent the development or improvement of the land for any purpose other than agricultural production. The easement may be granted by the owner of the fee simple to any third party or to the Commonwealth, or to a county governing body or to a unit of local government. It may be granted for a term of 25 years or in perpetuity, as the equivalent of covenants running with the land.

The specific question you have concerns whether these agricultural conservation easements would be subject to realty transfer tax, 72 P.S. § 8101-C et seq. Please be advised that they would not be subject to transfer tax.

This advice is based on the conclusion that these "easements" are not "true easements." They are, at best, "negative easements" which are akin to "restrictive covenants" or "equitable servitudes" i.e. limitations on the manner in

October 18, 1989

which one may use his own land. Because these "easements" would not be considered to be interests in land, they would not be taxable documents and, thus, would not be subject to Pennsylvania realty transfer tax.

As to the Pennsylvania personal income tax consequences, net gains from the sale, exchange or other disposition of any kind of property are taxable under Pennsylvania personal income tax law. The grant of an agricultural conservation easement is a disposition of property. However, because the grantor's adjusted basis in the property interest cannot be separately determined, he must use the cost recovery method of accounting, that is, the taxpayer may use the amount received to reduce the adjusted basis in the real property. If the basis is reduced to zero, the excess is subject to taxation in the year received as income from the disposition of property. Often, the result is that the gain is deferred until the remaining property is sold. The gain subject to tax at that time, however will be larger because of the reduced basis at the time of sale.

Several examples may help to make this point clear. Assume, property A has an adjusted basis of \$100,000.

Upon Sale of Easement:

Example 1: Easement sold for 50,000

basis	100,000	
easement	-50,000	
	<u>50,000</u>	Adjusted basis after sale of easement

Example 2: Easement sold for 100,000

basis	100,000	
easement	-100,000	
	<u>-0-</u>	Adjusted basis after sale of easement

Example 3: Easement sold for 150,000

basis	100,000	
easement	-150,000	
	<u>50,000</u>	taxable gain in year easement was sold
	-0-	adjusted basis

October 18, 1989

Upon Ultimate Sale of Property:

Example 1: Property sold for 200,000

sales price	200,000	
*adj. basis	<u>-50,000</u>	
	150,000	taxable gain in year of sale

Example 2: Property sold for 200,000

sales price	200,000	
*adj. basis	<u>-0-</u>	
	200,000	taxable gain in year of sale

Example 3: Property sold for 200,000

sales price	200,000	
*adj. basis	<u>-0-</u>	
	200,000	taxable gain in year of sale

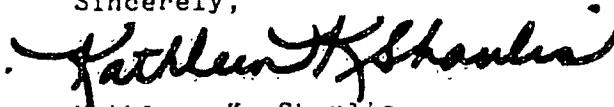
Example 4: If no easement sold

sales price	200,000	
adj. basis	<u>100,000</u>	
	100,000	taxable gain in year of sale

* These are the adjusted bases from Examples 1, 2 or 3 above.

I trust this responds to your inquiry. If you have any additional questions, please contact this office.

Sincerely,



Kathleen K. Shaulis
Assistant Counsel
General Tax and Legal Division

Attachment "B"

Commonwealth of Pennsylvania
PA Department of Agriculture
State Agricultural Land Preservation Board
2301 North Cameron Street
Harrisburg, PA 17110-9408

Centre County
Agricultural Land Preservation Board
Willowbank Office Building
420 Holmes Street
Belleville, PA 16823

Ferguson Township
3147 Research Drive
State College, PA 16801

Receipt 368212

Printed 04-12-2022 13:08:15

Chicago Title Philadelphia Commercial - 1515
Market St Ste 1325 PA 19102-1930
1700 Market St Ste 2100
Philadelphia Pennsylvania 19103-3919

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

DEED - NONTAXABLE

R 02290-0838A 522 6 pages

1 BURKET, DAVID G

2 DAVID G BURKET LIVING TRUST

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

Chicago Title Philadelphia Commercial - 1515

Market St Ste 1325 PA 19102-1930

1700 Market St Ste 2100

Philadelphia Pennsylvania 19103-3919

County Fee	22.00
State Writ	0.50
ATJ Fee	40.25
Affordable Housing	11.50

DEED - NONTAXABLE	74.25
-------------------	-------

Commonwealth of Pennsylvania }

County of Centre }

Recorded on Apr 12, 2022

By: JOSEPH L. DAVIDSON
RECORDER OF DEEDS
CENTRE COUNTY

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

Prepared By:

Timothy J. Truby, Esq.
50 S. Main Street, 10th Floor
Akron, OH 44308

After Recording Return To:
Timothy J. Truby, Esq.
50 S. Main Street, 10th Floor
Akron, OH 44308



R 02290-0838 Apr 12, 2022

BURKET, DAVID G
DAVID G BURKET LIVING TRUST

04/12/2022
13:08:15

DN 6pgs

Joseph L. Davidson
RECORDER OF DEEDS

Electronically Recorded / Submitted by Simplifile

PH 210978-ACCOM

The entirety of this parcel is assessed in Centre County.

PENNSYLVANIA GENERAL WARRANTY DEED

State of Pennsylvania

Centre County

Known all men by these presents, that for and in consideration of the sum of One Dollar (\$1.00) and/or other valuable consideration to the below in hand paid to the Grantor known as:

A Trust under the name of David G. Burket Living Trust U/A Dated January 27, 2021, with David G. Burket acting as the Trustee, with a mailing address of 96 Bierce Street, Tallmadge, Ohio 44278.

The receipt whereof is hereby witnessed and acknowledged, the undersigned will warrant generally the property hereby conveyed to The David G. Burket Living Trust with David

G. Burket acting as the Trustee, with a mailing address of 96 Bierce Street, Tallmadge, Ohio, 44278 (hereinafter called the "Grantee" all the rights, title, interest, and claim in or to the following described real estate, situated partly in Ferguson Township Centre County and partly in Franklin Township, Huntingdon County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Whitehall Road; thence by land formerly of Lyon, Shorb & Co. North 69° East 48.7 perches to a post; thence by land formerly of Robert Gardner and Robert Glenn South 32° 13' East 304.5 perches to a stone heap; thence by land formerly of Betty Craine South 83-3/4° West 51.9 perches to a stone heap; thence by land of Robert Glenn and George Bailey North 32-1/2° West 144.46 perches to a post; thence by land formerly of George Bailey North 61° East 11.25 perches to a post; thence North 28-1/4° West 32.1 perches to a post; thence South 83-3/4° West 13.73 perches to a post; thence North 26-3/4° West 8.1 perches to a post; thence by land formerly of Robert Glenn aforesaid North 32-3/4° West 30.36 perches to a white oak; thence South 72° West 1.68 perches to a post; thence by land formerly of Robert Glenn and others North 32-1/2° West 70 perches to the place of beginning. Containing 84 acres and 103-1/2 perches, be the same mor or less.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number 24-008-,008-,0000- and 24-008-,008A,0000-

BEING the same one-half interest conveyed by **WILLIAM G. BURKET ESTATE**, by deed dated 09/06/1979 and recorded 09/10/1979 in the Office of the Recorder of Deeds in and for the County of Centre in Deed Book 390 PAGE 82, granted and conveyed unto **THE GOODYEAR BANK, TRUSTEE OF THE WILLIAM G. BURKET TRUST. NATIONAL CITY BANK, AKRON, formerly THE GOODYEAR BANK**, transferred the property to **SOCIETY NATIONAL BANK, TRUSTEE**, by deed dated 10/20/1983 and recorded 10/27/1983 in Deed Book 419 page 36. **KEYBANK NATIONAL ASSOCIATION** is a successor in interest to **SOCIETY NATIONAL BANK**

ALSO BEING the remaining one-half interest conveyed by **KATHRYN L. BURKET**, by deed dated July 28, 2006 and recorded August 16, 2006 in the Office of the Recorder of Deeds in and for the County of Centre in Record Book 1970 page 456 unto **KATHRYN L. BURKET, TRUSTEE OF THE KATHRYN L. BURKET REVOCABLE TRUST DATED JULY 28, 2006. KEYBANK NATIONAL ASSOCIATION** serves as Successor Trustee.

UNDER AND SUBJECT, NEVERTHELESS, to existing easements, restrictions, covenants, conditions and rights of way of record.

THIS CONVEYANCE IS ALSO SUBJECT to the rights-of-way granted to the Rock Spring Water Company, which rights-of-way are recorded in Miscellaneous Book 41, page 391, and in Miscellaneous Book 62, page 379.



C.C.B.O.A. Registry 03-17-22 CAS

Southern side

24-8/8

Uniform Parcel Identifier



C.C.B.O.A. Registry 03-17-22 CAS

Northern Side

24-8/8A

Uniform Parcel Identifier

THIS TRANSFER IS FROM A TRUST AND BENEFICIARIES TO AN EXEMPT GRANTEE (BROTHER) AND THEREFORE IS EXEMPT FROM REAL ESTATE TRANSFER TAXES.

Excepting and reserving thereout and therefrom the following tracts:

1. All that certain messuage, tenement, and tract of land situated partly in Ferguson Township, Centre County, and partly in Franklin Township, Huntingdon County, Pennsylvania, containing approximately 25 acres 59 perches conveyed unto John B. Goheen, dated 12/21/1892 and recorded in Deed Book 66 page 232.

2. All that certain messuage, tenement, and tract of land situate in Ferguson Township, Centre County, Pennsylvania just northeasterly of the junction of P.D.H. 14014 (Whitehall Road) with P.D.H. Route 45 (formerly the Penns Valley Turnpike) containing 7.431 acres conveyed unto Karsten Dairies, Inc. by deed dated 11/13/1946 in Deed Book 192 page 394.

The grantor herein hereby grants and conveys the following rights to the grantees herein, their heirs and assigns, which rights were reserved, as follows, in the deed described as No. 2 above:

Excepting and reserving, nevertheless, from the above-described property the right to Helen L. Peterson and her successors in title, as well as to C.E. Frank and his successors in title, the right to use water from the spring located at the southwestern corner of the foregoing described tract of land by pipes or conduits as now laid or as the same shall be renewed from time to time as occasion may require for domestic use on the said properties, with the further right to enter upon the said land of the party of the second part for the purpose of making repairs to the spring house or catch basin for repairs to the pipelines or renewals thereof. It being understood that the grantee and their successors in title are to have the surplus water from this spring.

3. All that certain messuage, tenement, or tract of land situate and being in Ferguson Township, Centre County, Pennsylvania, conveyed unto Ronald Taylor, et ux., by deed dated March 6, 1951 in Deed Book 213 page 296.

NOTICE - THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE

ALL OF SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957 P.L., 984 as amended, and is not intended as notice of unrecorded instruments, if any).

NOTICE - THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THE NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT TO PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

GRANTOR certifies that no hazardous waste, within the meaning of the Solid Waste Management Act of 1980, is presently being disposed of or has ever been disposed of by the Grantors or to the Grantors' actual knowledge in or upon the above described premises.

To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

THIS IS BEING RECORDED TO CORRECT A PREVIOUSLY RECORDED GENERAL WARRANTY DEED ON OR ABOUT DECEMBER 15, 2021, UNDER INSTRUMENT NO. R 02285-0240 TO CORRECT THE PARCEL NUMBERS FOR CENTRE COUNTY AND RECORDED IN HUNTINGDON COUNTY ON OR ABOUT JANUARY 11, 2022 UNDER INSTRUMENT NO 2022-000151.

David G. Burket
Grantor's Signature
David G. Burket
96 Bierce Street, Tallmadge, Ohio 44278

2/7/2022
Date

In Witness Whereof,

[Signature]
Witnesses' signature
Name of Witness ANN M. BUTLEDGE
Street Address 4441 Sunnybrook Rd
KENT, OH 44240

February 7, 2022
Date

[Signature]
Witnesses' signature Wesley B. BUTLEDGE
Name of Witness 4441 Sunnybrook Rd
Street Address KENT OH 44240

2/7/2022
Date

NOTARY ACKNOWLEDGEMENT

STATE OF Ohio)
County of Summit)

I, the undersigned, a Notary Public in said County, in said State, hereby certify that David G. Burket whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand this 7th day of February, 2022.

[Signature] (SEAL)
Notary Public

Lynn M. McNamara Attorney
My Commission Notary Public, State of Ohio
Commission Has No Expiration
Under Section 147.03 RC

PENNSYLVANIA CERTIFICATE OF RESIDENCY

The Grantee, David G. Burket, swears to be a legal resident of the State of Ohio residing at the mailing address of 96 Bierce Street, City of Tallmadge, Ohio and Zip Code of 44278.

Dated February 18, 2022

Grantee's Signature David G. Burket Print Name David G. Burket

STATE OF OHIO)

COUNTY OF SUMMIT)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David G. Burket whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand this 18th day of February, 2022.

Lynn M. McNamara

Notary Public Lynn M. McNamara Attorney
Notary Public, State of Ohio
Commission Has No Expiration
My Commission Expires Order Section 147.03 RC

(SEAL)

Receipt 279774

Printed 08-05-2015 09:18:14

Universal Settlement Services of PA, LLC
1609 N Atherton Street
State College Pennsylvania 16803

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

DEEDS - TAXABLE

R 02166-0817A 175 4 pages

1 Lester, Sharon R

2 Lucas, Derek

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

Universal Settlement Services of PA, LLC

1609 N Atherton Street

State College Pennsylvania 16803

County Fee	18.00
State Writ	.50
State RTT	2,350.00
RTT - FERGUSON TOW	2,937.50
RTT - STATE COLLEG	1,175.00
ATJ Fee	35.50
Affordable Housing	11.50

DEEDS - TAXABLE	6,528.00
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Commonwealth of Pennsylvania)

County of Centre)

Recorded on Aug 05, 2015

By: JOSEPH L. DAVIDSON
RECORDER OF DEEDS
CENTRE COUNTY

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



R 02166-0817 Aug 05, 2015

Lester, Sharon R
Lucas, Derek

08/05/2015
09:18:14

DEED 4pgs

Electronically Recorded / Submitted by Simplifli

Joseph L. Davidson
RECORDER OF DEEDS

This Deed

MADE the 20 day of July, in the year two thousand and fifteen (2015),

BETWEEN SHARON R. LESTER, of State College, Pennsylvania, party of the first part, **GRANTOR**,

AND

DEREK LUCAS, an adult individual, of State College, Pennsylvania, party of the second part, **GRANTEE**.

WITNESSETH, That in consideration of the sum of **TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100** (\$235,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain messuage, tenement and tract of land situate, lying and being in the Township of Ferguson, County of Centre, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin on the north side of Route No. 45 at corner of land of the Dairymen's League; thence in an easterly direction along the northern side of said highway a distance of 206 feet to a point at line of land now or formerly of Jacob Reich's heirs; thence along line of same in a northerly direction a distance of 260 feet to a point at other lands of the party of the first part; thence in a westerly direction along line of same a distance of 206 feet to a point; thence along line of land of the Dairymen's League in a southerly direction a distance of 210 feet to the iron pin and place of beginning.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Number 24-8/5.

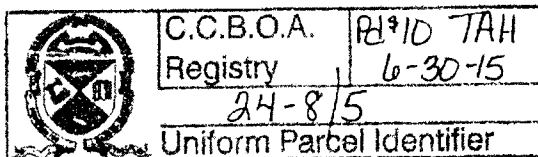
BEING the same premises which became vested in Sharon R. Lester, by deed of Robert A. Heidrich and Kristina M. McClellan, dated January 27, 2005, recorded January 27, 2005 in Centre County Record Book 1784, Page 1054.

UNDER AND SUBJECT, NEVERTHELESS, to all easements, restrictions, covenants and conditions of record.

GRANTOR certifies that no hazardous waste, within the meaning of the Solid Waste Management Act of 1980, is presently being disposed of or has ever been disposed of by the Grantor or to the Grantors actual knowledge in or upon the above described premises.

TOGETHER, with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversion and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of her, the said Grantor, as well at law as in equity, of, in and to the same.


TO HAVE AND TO HOLD the said premises, with all the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs, successors and assigns to and for the only proper use and behoof of said Grantee, his heirs and assigns forever.



AND the said Grantor, for herself, her heirs, executors and administrators do covenant, promise and agree, to and with the said Grantee, his heirs and assigns, by these presents, that she the said Grantor and her heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against her the said Grantor and her heirs and against all and every person and persons, whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will, subject as aforesaid **SPECIALLY WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal, the day and year first above-written.

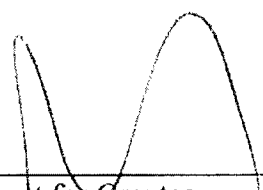
Sealed and delivered in the presence of:

_____  (SEAL)
Sharon R. Lester

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee s herein is as follows:

3189 W. PINE GROVE RD
PA FURNACE PA
16805



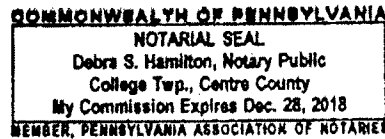
Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF CENTRE)

On this, the 20th day of July, 2015, before me, a notary public, the undersigned officer, personally appeared Sharon R. Lester, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she has executed the same for the purpose therein contained.

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

Debra S. Hamilton



ROBERT H. BASCOM, JR.
ATTORNEY AT LAW
432 Rolling Ridge Drive, Suite 3A
State College, PA 16801
(814) 237-6440

Chapter 27. Zoning

Part 8. NONCONFORMITIES

§ 27-803. Nonconforming Uses and Structures.

[Ord. No. 1049, 11/18/2019]

1. Where a lawful use or structure exists which, on the effective date of this chapter or subsequent amendment thereto, becomes nonconforming, such use or structure may be continued as long as it remains otherwise lawful, including subsequent sales of the property, subject to the following provisions:
 - A. The existing nonconforming use shall not be changed to a different nonconforming use.
 - B. No such nonconforming use or structure shall be altered or extended except if such complies with the following criteria and standards:
 - (1) To provide for a natural expansion which is not detrimental to public health, safety and general welfare, provided such expansion does not exceed 50% of the existing ground floor area of the structure or other space occupied by the use.
 - (2) Provided such does not constitute the addition of a new nonconforming use or structure.
 - (3) Provided such does not decrease yards when such already fail to meet minimum yard setback areas.
 - (4) Provided that the alteration or extension meets the district regulations for such use or structure as if same were being altered or extended in the district where such use is permitted. In cases where the use is permitted in two or more districts, the most restrictive district regulations shall apply.
 - C. In the event that any nonconforming structure is destroyed or partially destroyed by any means to an extent of 75% or more of the market valuation of all structures and other improvements on the lot, as determined to be the fair market value as of the date of destruction, pursuant to an appraisal by a professional real estate appraiser licensed in the Commonwealth of Pennsylvania, and selected by the Board of Supervisors; such nonconforming structure and use thereof shall terminate and the lot shall thereafter be used only for conforming uses and structures, except if the use or structure is a farm use as herein defined. Essential services are exempt from the provisions of this subsection.
 - D. When a nonconforming use or structure is discontinued or abandoned for a period of one year or more continuously, or replaced by a conforming use or structure, the premises shall not thereafter be used except in conformity with the regulations of the district in which it is located, except if the use is a farm use as herein defined.
 - E. Provided that the requirements of § 27-803, Subsection 1B(1) through (4), are satisfied, a landowner need not obtain a variance prior to altering or extending a nonconforming structure if such alteration/extension would extend the nonconformity but not aggravate it. In such cases, the landowner would be required to obtain a fee zoning permit. An example of the type

of alteration permitted by zoning permit pursuant to this subsection is as follows: a twenty-foot front yard setback requirement exists and the structure is already constructed two feet into the setback. The landowner proposes an addition to the nonconforming part of the structure which would continue along the line of that portion of the structure which is two feet into the setback.

ZONING

27 Attachment 1

Township of Ferguson

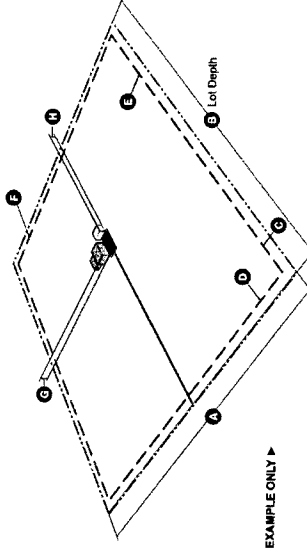
\$ 27-245.1 Rural Agricultural (RA) District Quick (Amended by Ord. No. 1076, 3/15/2022)

AREA AND BULK CATEGORY	PRINCIPAL USES
1	Agriculture
1	Agriculture Related Production
1	Bird and Wildlife Sanctuaries/Fish Hatcheries
1	Commercial Hunting Preserves
1	Communication Towers
1	Conservation Areas
1	Eventilation Facility (50 acres or greater)
1	Forestry
1	Landscape and Garden Center – Non-Retail (50 acres or greater)
1	Landscape and Garden Center – Retail (50 acres or greater)
1	Landscaping
1	Offices
1	Community Gardens
1	Country Club
1	Equestrian Facility
1	Essential Services – Type 1
1	Golf Course
1	Landscape and Garden Center – Retail
1	Park and Outdoor Recreational Facilities, Neighborhood, public
1	Park and Outdoor Recreational Facilities, Community, public
1	Park and Outdoor Recreational Facilities, Regional, Public
1	Races or Assembly, Community
1	Races or Assembly, Regional
1	Single Family Detached Dwelling on Non-Subdivided Lot – see Baseline Example Scenario
1	Solar Energy Systems (PSES)
1	Storage of Land Clearing Material
1	Water Production Facilities
2	Emergency Services
2	Farm Cafés
2	Farm Markets
2	Kennels
2	Pet Care Services Facility
2	Single-Family Detached Dwelling (one for every 50 acres of a primary use as determined and calculated before subdivision into smaller separate lots – see Example Scenario C)
2	Tasting Facilities
2	Veterinary Offices/Clinics

ACCESSORY USES	Area and Bulk Categories	
	1	2
Accessory Use Customarily Incident to the Specified Principal Use	P	P
Agriculture/Environmental Education Program	P	P
Agriculture	P	P
Agri-tourism	P	P
Bed and Breakfast (1-3 rooms)	P	P
Bed and Breakfast (10 rooms max.)	P	P
Buildings and Ground-Mounted Solar and/or Wind Systems	P	P
Child-care	P	P
Commercial Hunting Preserve	P	P
Communication Towers	P	P
Community Garden	P	P
Community-Supported Agriculture Delivery Station	P	P
Composting – Small Scale	P	P
Day and Overnight Camping	P	P
Dwelling Units	P	P
Essential Services – Type 2	C	C
Family Child-Care Homes	P	P
Farm Cafés	P	P
Farm Markets	P	P
Farm Stands by Road <2,000 SF	P	P
Farm Stands by Road >2,000 SF	P	P
Farm Structures, Traditional-Scale	P	P
Farm Structures, Non-Traditional-Scale	P	P
Food Trucks	P	P
General Storage to include Boat and RVs	P	P
Group Child-Care Homes	P	P
Home-Based Business, No-Impact (including Farm-Based Business, No Impact)	P	P
Home Occupation – Type 1	P	P
Home Occupation – Type 2	P	P
Horse Riding Stables/Riding Academies	P	P
Incorators, agricultural	P	P
Kennels	C	C
Pet Care Services Facility	C	C
Retail Establishments, Agriculture-Supported	P	P
Retail Establishments, Value-Added Agriculture	P	P
Non-Commercial Keeping of Livestock	P	P
Short-Term Rentals	P	P
Stiles	P	P
Sugar Shacks for Processing Sap from Trees on Different Lot	P	P
Sugar Shacks for Processing Sap from Trees on Lot	P	P
Tasting Facilities	P	P
Usual Farm Structures, including Barns, Greenhouses, and Single-Family Dwellings not to Exceed Three Dwelling Units on a Lot, see Example Scenario A, B, and E	P	P
Veterinary Offices/Clinics	P	P
Welding Shops, Small Engine Repair	P	P
Wind Energy Systems	P	C
Winneries/Laundry Facilities	P	P

DIMENSIONS	AREA AND BULK CATEGORIES	
	1	2
Minimum	Lot Size	50 ac
	at Building Setback Line	1 ac min, 2 ac max.
Lot Width	at Street Line	60 ft
	at Collector Street	60 ft
Setback	Front Yard, for Principal Use on Local/Collector Street	50 ft
	Front Yard, for Principal Use on Arterial Street	50 ft
Height	Side Yard, for Principal Use	50 ft
	Rear Yard, for Principal Use	50 ft
Coverage	Principal Structure	50 ft
	Accessory Structure	60 ft
Impervious Surface	Building	n/a
	Impervious Surface	10%

AREA AND BULK CATEGORIES:
 1 – usual farm structures and single- and two-family dwellings not to exceed three dwelling units on a lot
 2 – other



P = Permitted Use by Right C = Conditional Use SE = Use by Special Exception

FERGUSON TOWNSHIP ZONING HEARING BOARD
REGULAR MEETING MINUTES
Wednesday, November 16, 2022
7:00 p.m.

ATTENDANCE

The Ferguson Township Zoning Hearing Board held a regular meeting on Wednesday, November 16, 2022, at the Ferguson Township Municipal Building. In attendance were:

Board

Michael Twomley, Chair
Susan Buda, Vice Chair
Mike MacNeely
Swamy Anantheswaran, Secretary
Stefanie Rocco
Jeff Stover, ZHB Solicitor

Staff

Jeff Ressler, Zoning Administrator
Aaron Jolin, Engineer
Jenna Wargo, Director Planning and Zoning
Liza Ruhf, Recording Secretary
Elizabeth Dupuis, Township Solicitor

Others in attendance were: Lindsey Kiefer, General Partner Centre Sod; Tony Fruchtl, PennTerra Engineering; Fred Rohrbeck, General Partner Centre Sod; Mark Kunkle; and abutting property homeowners

I. CALL TO ORDER

The Ferguson Township Zoning Hearing Board Regular Meeting was called to order on Wednesday, November 16, 2022, at 7:04 p.m.

II. PLEDGE OF ALLEGIANCE

III. CITIZEN INPUT

No citizen input was heard.

IV. INTRODUCTION OF BOARD MEMBERS

V. SWEARING IN OF THOSE WHO WISH TO TESTIFY

No one was sworn in to testify.

VI. ZONING HEARING BOARD SOLICITOR EXPLAINS THE BASIS FOR GRANTING AN APPEAL

Mr. Jeff Stover, Esquire, stated that the Applicant would like to adjourn the Hearing until they could present information regarding potential amendment(s) of the Ferguson Township Zoning Map and/or Zoning Ordinance to the Board of Supervisors. All Parties were in agreement. The Township Solicitor would draft a tolling agreement.

Mr. Anantheswaran moved that the Ferguson Township Zoning Hearing Board adjourn the Hearing. Ms. Buda seconded the motion. The motion passed unanimously.

VII. ZONING ADMINISTRATOR EXPLAINS THE BASIS OF THE APPEAL

The Hearing was adjourned.

VIII. APPEAL OF LINDSEY H. KIEFER, NORTH NIXON ROAD

The Hearing was adjourned.

IX. APPROVAL OF THE MEETING MINUTES FROM AUGUST 23, 2022

Ms. Buda moved that the Ferguson Township Zoning Hearing Board approve the August 23, 2022, Regular Meeting Minutes. Ms. Rocco seconded the motion.

X. ADJOURNMENT

The Ferguson Township Zoning Hearing Board Regular Meeting was adjourned on Wednesday, November 16, 2022, at 7:10 p.m.

RESPECTFULLY SUBMITTED,

Swamy Anantheswaran, Secretary
Ferguson Township Zoning Hearing Board