

Site Description

The subject site consists of two (2) irregular-shaped parcels of land covering 6.37 gross acres, with a mostly level to slightly rolling topography and good visibility. The following is a description of important site features:

Total Land Area: 5.93 gross acres (improved parcel), and 0.44 gross acre (vacant & unimproved parcel), for a total of 6.37 gross acres

Shape: Irregular

Topography: Mostly level to slightly rolling

Visibility: Average along Chambersburg Road

Frontage: Approximately 670' aggregate linear feet of frontage along the north side of Chambersburg Road; approximately 290' aggregate linear feet of frontage along the west side of Fairview Fruit Road

Land to Building Area Ratio: 48.38 to 1 (total building area)

Coverage Ratio: 1.5% (building footprint area only)

Paving/Parking Spaces: Two (2) gravel entranceways provide adequate vehicular ingress/egress, via Chambersburg Road, while a gravel lot provides adequate on-site parking for vehicles, as well as outdoor display and storage of retail goods

Landscaping: Average

Sidewalks and Curbs: None

Curb Cuts: Two (2) vehicular entryways along Chambersburg Road

Exterior Lighting: Private lighting attached to building and pole mounted

Rail: N/A

Underground Tanks: None apparent; none disclosed

Fencing: None

Utilities: On-site well, septic and electricity; worthy of note, public sewer has recently been extended into select areas of Franklin Township, however, public sewer is not yet available to the subject property

THIS DEED

MADE the 25th day of January in the year Two Thousand Six (2006).

BETWEEN DEAN E. MILLER, single, of 2915 Mummasburg Road, Gettysburg, Adams County, Pennsylvania 17325, party of the first part, hereinafter referred to as **GRANTOR**,

AND

GUY C. SEIFERD, of 1180 Chambersburg Road, Gettysburg, Adams County, Pennsylvania 17325, party of the second part, hereinafter referred to as **GRANTEE**.

WITNESSETH, That in consideration of **ONE HUNDRED**

[REDACTED]

DOLLARS, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, **ALL** that tract of land situate, lying and being in Franklin Township, Adams County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a mark in the center of the Lincoln Highway leading from Gettysburg which mark is located North 38 degrees 24 minutes West, 358 feet from another mark where the center of said Lincoln Highway intersects with the center of a State Highway leading from Arendtsville to McKnightstown; thence in the center of said Lincoln Highway, North 38 degrees 24 minutes West, 200 feet to a mark in the center of said Lincoln Highway; thence by other land now or formerly of Maurice W. Kane and wife, North 38 degrees 14 minutes East, 240 feet to an iron pin; thence by the same, South 38 degrees 24 minutes East, 200 feet to an iron pin; thence by the same, South 38 degrees 14 minutes West, 240 feet to

a mark in the center of the Lincoln Highway,
the place of **BEGINNING. CONTAINING** 1 acre
and 7 perches.

The foregoing description was obtained
from a draft of survey made on July 9, 1959,
by LeRoy H. Winebrenner, County Surveyor.

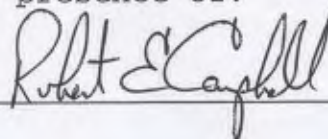
IT BEING THE SAME TRACT OF LAND which Eli M.
Dobrinoff, Jr., a single person, by Deed dated September
29, 1999, and recorded in the Office of the Recorder of
Deeds of Adams County, Pennsylvania, in Record Book 1925 at
Page 40, sold and conveyed unto Dean E. Miller, the **GRANTOR**
herein.

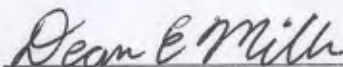
SUBJECT TO sign easement, all covenants and
restrictions of prior record.

AND the said Grantor does hereby covenant that he will
warrant specially the property hereby conveyed.

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

Sealed and Delivered in
the presence of:





Dean E. Miller

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this 25th day of January, 2006, before me, a Notary Public, the undersigned officer, personally appeared Dean E. Miller, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Ellen Hall, Notary Public
Gettysburg Boro, Adams County
My Commission Expires June 29, 2007
Member, Pennsylvania Association of Notaries

Mary Ellen Hall
Notary Public

I do hereby certify that the precise place of residence of the within Grantee is:

Dated: 1/25/2006 1180 Chambersburg Rd.
Gettysburg, PA 17325

COPY

SELLER'S OR MORTGAGOR'S AFFIDAVIT AND INDEMNITY
(Individual)

STATE OF PENNSYLVANIA

No. SEIFERD

COUNTY OF ADAMS

2747 Chambersburg Road
Biglerville, PA 17307

Premises: Franklin Township

BE IT KNOWN, That on the day of the date hereof, before me, the subscriber, a Notary Public personally appeared

Dean E. Miller, single,

who, being duly sworn according to law, did depose and say that he/she/they is/are the owner(s) of premises 2747 Chambersburg Road, Biglerville, PA 17307, Franklin Township

That the deponent(s) named herein is (are) the same person(s) so named in the Recital set forth in the above numbered title report, and the facts of identity relating to any other person(s) named in the said Recital are true and correct.

That the Grantees in the last deed of record as set forth in said Recital, if shown to be husband and wife, have not been divorced after the acquisition of title on the date set forth therein.

That there have been no alterations, additions or repairs made to said premises.

That no notices have been served by any governmental authority for the removal of or abating nuisances, or for the repairing of walls, driveways, curbs or footway paving, or for the relaying, repaving or repairing of the curb, footway paving, streets, alleys and driveways, on which said premises abut. That no sidewalks have been laid, nor has any curbing, street paving, sewer, water pipe or any other municipal work been done or ordered to be done for which a municipal claim could be filed against the said premises.

That there are no openings in any of the party walls.

That present mortgage/conveyance is bona fide and for a present fair consideration and is not being made for the purposes of hindering, delaying or defrauding the creditors of this deponent or any of them.

That all taxes, ~~water and sewer rents~~ or charges, which are due and payable with respect to the above premises, have been paid.

That there are no agreements of sale of any nature outstanding, executed by or on behalf of the owner(s) of said premises other than the agreement under the terms of which the conveyance in the present transaction is being made.

That no person has signed or made any mortgages, notes, or obligations of any kind which could affect said premises other than those executed in connection with this present transaction.

That the Grantor(s)/Mortgagor(s) in this transaction are of full legal age and in every respect competent to convey or encumber the title to the premises in question.

Deponent(s) do further aver that they have not received any notice of any interim tax assessments nor bills for same.

That there has been no violation of restrictions affecting the premises.

That to the best of deponents knowledge, there have never been any hazardous or toxic materials or substances stored, discharged or disposed of on the premises.

The deponent(s) is (are) not separated and is (are) not involved in divorce proceedings.

That none of the improvements nor any part thereof situate on the premises was ever a mobile home or trailer which was registered with the Bureau of Motor Vehicles of the Commonwealth of Pennsylvania, or any other state or subdivision of the United States.

That no part of this property is under a contract easement to obtain a favorable assessment of farmland and forestland with any county or municipality or any agency authorized by law to receive such easement.

That there are no support arrearages or support judgments entered against deponent(s) in any jurisdiction.

If the Seller is an **estate**: That all inheritance taxes due the Commonwealth of Pennsylvania and estate taxes due the United States on the Decedent's Estate have been paid or will be paid in a timely manner.

That there are no easements, mortgages, notes, judgments, liens, pending suits, or bankruptcies adversely affecting the owner and the said premises other than those shown on the Title commitment under the above-referenced number except the following:

None

(If none, write NONE on blank line)

That all labor and materials used in the construction of improvements on the above-described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the construction of improvements have been fully paid and satisfied, except the following: _____

(If NONE, write "NONE" on the blank line)

That there are no leases, contracts to sell the land, or parties in possession other than Deponent except as follows:

Articles of Agreement dated December 3, 1949 between S. L. Baltzley and Eva G. Baltzley, husband and wife, to The C. H. Musselman Company, which Agreement is recorded in Adams County Miscellaneous Book V at page 184. Seller represents that this agreement is not applicable to this transfer. Seller agrees to hold harmless and indemnify the Buyer with respect to any loss incurred in connection with said Articles of Agreement.

To be filled in if a sale – "The Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or Social Security Number) is:

Seller's address (office address, if Seller is an entity; home address if Seller is an individual) is:

2905 Mummasburg Road, Gettysburg, PA 17325

This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I/WE AGREE TO PAY ON DEMAND TO THE PURCHASERS AND/OR LENDER AND/OR TITLE COMPANIES (INCLUDING STEWART TITLE GUARANTY COMPANY) IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS, CLAIMS, OR RIGHTS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS, CLAIMS, OR RIGHTS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY

ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY ME, KNOWN BY ME, OR HAVE AN INCEPTION OR ATTACHMENT DATE PRIOR TO THE CLOSING OF THIS TRANSACTION AND RECORDING OF THE DEED AND MORTGAGE.

IF THIS CONVEYANCE OR REFINANCE OCCURS WITHIN TEN YEARS OF A PREVIOUS INSURANCE OF THE SAME PROPERTY, YOU MAY BE ENTITLED TO A REDUCED RATE.

I/We realize that the Purchaser and Lender and Stewart Title Guaranty Company are relying on the representations contained herein in purchasing same or lending money thereon and issuing title policies and would not purchase same or lend money or issue a title policy thereon unless said representations were made. If Seller or Mortgagor is an entity, I have authority to sign on its behalf.

Dean E. Miller

Dean E. Miller

Sworn to and subscribed before me this 25th day of January, 2006.

Wendy T. Parr

Notary Public in and for _____

Commonwealth of Pennsylvania

NOTARIAL SEAL

WENDY T. PARR, NOTARY PUBLIC
Franklin Township, Adams County
My Commission Expires July 21, 2007

NOTE: This form is to be filled in and signed by Seller in case of sale. If no sale, it is to be filled in and signed by the Owner-Borrower. If there is any new construction, the contractor must also join in this form or fill in and sign a separate one.

** If seller is a non-resident alien, foreign corporation, etc., call your manager or underwriting personnel.

NOTE TO BUYER: Buyer must retain until end of fifth taxable year following taxable year of transfer and must file with the Internal Revenue Service if required by regulation or otherwise.