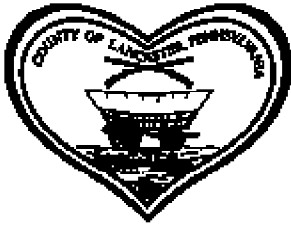


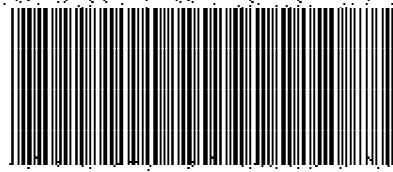
Lancaster County

Bonnie L. Bowman
Recorder of Deeds
150 N. Queen Street
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393



INSTRUMENT # : 6338429

RECORDED DATE: 06/14/2017 09:59:49 AM



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LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 10

Document Type: DEED**Transaction Reference:****Document Reference:** 110-81279-0-0000**Transaction #:**

3751468 - 1 Doc(s)

Document Page Count:

9

Operator Id:

armers

RETURN TO: (Email)

Zimmerman, Pfannebecker, Nuffort & Albert, LLP
22 South Duke Street
Lancaster, PA 17602

SUBMITTED BY:

Zimmerman, Pfannebecker, Nuffort & Albert, LLP
22 South Duke Street
Lancaster, PA 17602

*** PROPERTY DATA:**

Parcel ID #: 110-8127900000

Municipality: COLUMBIA BOROUGH (100%)

School District: COLUMBIA BOROUGH

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$35.50
EXTRA PAGE FEE	\$10.00
Total:	\$75.50

INSTRUMENT # : 6338429

RECORDED DATE: 06/14/2017 09:59:49 AM

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

*Bonnie L. Bowman*

Bonnie L. Bowman
Recorder of Deeds

PLEASE DO NOT DETACH**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

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

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

David Mountz, Esq. / Karl Kreiser, Esq.

Mountz & Kreiser Law Office

553 Locust Street
Columbia, PA 17512
(717) 684-6941

Premises: 430 S. Front Street, Columbia, PA 17512

Parcel ID# 110-81279-0-0000

NOT SEARCHED/NOT CERTIFIED

THIS DEED

***MADE THE 30th DAY OF May, IN THE YEAR TWO THOUSAND
AND SEVENTEEN (2017)***

BETWEEN COLUMBIA MUNICIPAL AUTHORITY, a Municipal Corporation of the Commonwealth of Pennsylvania, and having its principal office in the Borough of Columbia, Lancaster County, Pennsylvania
(GRANTOR)

AND

COLUMBIA BOROUGH, a Municipal Corporation of the Commonwealth of Pennsylvania, and having its principal office in the Borough of Columbia, Lancaster County, Pennsylvania,
(GRANTEE)

WITNESSETH, THAT IN CONSIDERATION OF

—ONE—

----- (\$1.00) -----DOLLAR

IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE SAID GRANTOR DOES HEREBY GRANT AND CONVEY TO THE SAID GRANTEE, ITS SUCCESSORS AND OR ASSIGNS,

ALL THOSE TWO PARCELS of land situate in the Borough of Columbia, in the County of Lancaster and Commonwealth of Pennsylvania, separately bounded and described as follows, viz:

PARCEL NO. 1: BEGINNING at a point in a line which is parallel with and distant fifteen feet southeastwardly at right angles from the line dividing land now or formerly of the Columbia Lace Company on the northwest, from land of the Pennsylvania Railroad Company on the southeast, said beginning point being distant fifty-three feet southwestwardly at right angles from the centerline of the Eastbound main track of railroad of said Railroad Company, known as the Atglen and Susquehanna Branch, Philadelphia Division, at a point distant one thousand five hundred ninety-seven feet, more or less, measured southeastwardly along said centerline from another point therein, opposite said Railroad Company's Mile Post 36;

EXTENDING from said beginning point, the following four courses and distances; (1) South fifty-one degrees five minutes east along remaining land of said Railroad Company, on a line parallel with and distant fifty-three feet southwestwardly at right angles from said centerline of the Eastbound main track of railroad, two hundred one feet, more or less, to the northwesterly line of land now or formerly of the Safe Harbor Water Power Corporation; (2) South thirty-six degrees fifty-five minutes west along part of said northwesterly line of the last mentioned land, one hundred eighty-seven feet to the water line of the Susquehanna River as of October 18, 1951; (3) Westwardly up and along said water line of the Susquehanna River, two hundred five feet, more or less, to said line which is parallel with and distant fifteen feet southeastwardly at right angles from the line dividing land now or formerly of the Columbia Lace Company on the northwest, from land of said Railroad Company on the southeast; and (4) north forty degrees twenty-four minutes east along said last mentioned parallel line, being along remaining land of said Railroad Company, two hundred forty-nine feet, more or less, to the place of beginning. Containing an area of forty-three thousand six hundred square feet, more or less.

PARCEL NO. 2: BEGINNING at a point at a corner of land now or formerly of the Safe Harbor Water Power Corporation and distant forty-three feet and fourteen one-hundredths of a foot southwestwardly at right angles from the centerline between the Eastbound and Westbound main tracks of railroad of said Railroad Company, known as the Atglen and Susquehanna Branch, Philadelphia Division, at a point distant one thousand nine hundred sixteen feet and eight-tenths of a foot measured southeastwardly along said centerline between the two main tracks of railroad from another point therein, opposite said Railroad Company's Mile Post 38;

EXTENDING from said beginning point, the following four courses and distances; (1) Southeastwardly along remaining land of said Railroad Company, on a curve to the left having a radius of two thousand eight hundred ninety feet, an arc length of fifteen feet, more or less, to another corner of said land now or formerly of the Safe Harbor Water Power Corporation, distant eighteen feet and eight-tenths of a foot measured northwestwardly along the line dividing said last mentioned land on the southwest, from land of said Railroad Company on the northeast, from a concrete monument, in said land dividing line; the following three courses and distances being along northwesterly, northeasterly and southeasterly lines of said land now or formerly of the Safe Harbor Water Power Corporation, (2) South thirty-four degrees fifty minutes west thirty-two feet, more or less, to another corner of said last mentioned land; (3) North fifty-five degrees ten minutes west fifteen feet to another corner of said last mentioned land; and (4) north thirty-four degrees fifty minutes east thirty-two feet, more or less, to the place of beginning. Containing an area of four hundred eighty square feet, more or less.

ALSO all the right, title and interest of the said grantor, of, in and to the muds, flats and land under water of the said Susquehanna River abutting Parcel No. 1 hereinbefore described and extending as far into the said River as such right, title and interest extends or should extend by law or custom and all riparian rights appertaining thereto.

THIS DEED is executed, delivered and accepted, however, upon the understanding and agreement: (1) that neither The Pennsylvania Railroad Company nor its successors or assigns shall be liable or obliged to construct or maintain any fence between the parcels of land hereinbefore described and land of the Pennsylvania Railroad Company adjoining the same; or be liable or obliged to pay any part of the cost or expense of constructing or maintaining such a fence or any part thereof, or be liable for compensation for any damage that may result by reason of the non-existence of such a fence; (2) that neither the said grantee nor its successors or assigns shall at any time hereafter ask, demand, recover or receive any compensation whatsoever for any damage which may be caused by the slipping or sliding of any part of the adjoining railroad embankment of the Pennsylvania Railroad Company, or by the draining or seeping of water therefrom upon or into the hereinbefore described and granted premises or upon or into anything which may be erected or placed thereon; and (3) that a right or means of ingress, egress or passageway to or from the land hereby conveyed is not hereby granted, specifically or by implication, and that the said grantor, the Pennsylvania Railroad Company, or anyone else, shall not and will not be liable or obliged to obtain for the said Grantee, its successors or assigns, such means of ingress, egress or passageway, and also that the said Grantee, its successors or assigns, will obtain a means or

access to and from the said land hereby conveyed at its own cost or expense. It being understood and agreed that access to and from Parcel No. 1 hereinbefore described will be over the parcel of land hereinafter described containing three hundred square feet, more or less, provided, however, that the said Grantee will obtain a means of access over and across adjoining land in order to reach the said three hundred square foot, more or less, parcel.

AND the said Grantor, for the consideration aforesaid, has granted and conveyed and by these presents does grant and convey unto the said Grantee, its successors and assigns, the perpetual right, liberty and privilege of using as and for a driveway and as a means of access in order to reach the extreme northwest corner of Parcel No. 1 hereinbefore described,

ALL THAT PARCEL of land situate as aforesaid, bounded and described as follows, viz: BEGINNING at a point, being the same beginning point for Parcel No. 1: EXTENDING from said beginning point, the following four courses and distances: (1) South forty degrees twenty-four minutes west along part of the fourth course of said Parcel No. 1, twenty feet, more or less; (2) North fifty-one degrees five minutes west fifteen feet to the southeasterly line of land now or formerly of the Columbia Lace Company; (3) North forty degrees twenty-four minutes east along part of said southeasterly line of the last mentioned land, twenty feet, more or less; and (4) south fifty-one degrees five minutes east fifteen feet to the place of beginning. Containing an area of three hundred square feet, more or less.

Being the same premises which Susquehanna Real Estate Co., a corporation of the Commonwealth of Pennsylvania, having its principal office at Holtwood, Lancaster County, Pennsylvania, by deed dated November 17, 1951 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book S, Volume 42, Page 232, granted and conveyed unto Columbia Municipal Authority, a municipal corporation of the Commonwealth of Pennsylvania, having its principal office in the Borough of Columbia, Lancaster, County, Pennsylvania, its successors and or assigns.

EXCEPTING AND RESERVING, nevertheless, to Safe Harbor Water Power Corporation, its successors and assigns, the right and privilege from time to time and at any time to flood, without liability of any kind whatsoever, the premises herein conveyed and the structures and improvements thereon or therefrom erected, or hereafter to be erected, by reason of the maintenance and operation of the dam of Safe Harbor Power Corporation located at Safe Harbor, Lancaster County, Pennsylvania, as the same now is erected or as the same or a successor dam of Safe Harbor Water Power Corporation, its successors and assigns, in the Susquehanna River at or near the location of the present dam

may hereafter be erected, constructed, located, changed or increased in height; provided, however, that neither the present dam nor any future dam shall be so modified, erected or changed as to increase the normal operating height thereof to an elevation more than two hundred thirty two and five tenths (232.5) feet above sea level (referred to Pennsylvania Railroad Company datum at Safe Harbor) which elevation is approximately five (5) feet above the normal operating height of the present dam. It is the express understanding and agreement of the parties hereto, to be binding upon themselves, their successors and assigns, that the flowage and flood rights hereby reserved and excepted from the grant made by this deed shall not be limited either by this reservation and exception, or by usage or nonusage, or by the maintenance, operation, alteration or construction of the present or any future dam, having an operating height, however, of no more than approximately five (5) feet above the present height of the present dam.

The Grantee herein, for itself and its successors and assigns, by its acceptance of this deed, and by its execution hereof, covenants and agrees as follows:

1. That the Grantee herein, for itself and each of its successors and assigns, does hereby release, forever discharge and agree to indemnify and save harmless Safe Harbor Water Power Corporation, its successors and assigns, of and from any and all loss, damage, costs, claims, demands, actions or causes of action now existing or which hereafter may arise or exist by virtue of (a) the exercise of any or all of the rights and privileges excepted and reserved herein for Safe Harbor Water Power Corporation, its successors and assigns, (b) backwater or high water in the Susquehanna River caused by freshets or by any other cause, or condition, or (c) being jammed, crowded or floated into or upon, or silt, mud or any other matter being deposited on, the premises herein conveyed or the structure and improvements thereon or therefrom erected or hereafter to be erected.

2. That all the rights, privileges, releases and covenants herein contained are and forever shall be covenants running with the land, and that a transfer or ownership of the premises herein conveyed or any part thereof, whether voluntary, involuntary or by operation of law, shall release neither the present Grantee nor any subsequent owner from its or their release and covenant or indemnity.

3. That no conveyance of the herein conveyed premises shall be made by the Grantee herein, or by any subsequent owner of the herein conveyed premises, except by a Deed which sets forth in full all the exceptions, reservations, releases and covenants herein contained, all of the rights and

privileges reserved to Safe Harbor Water Power Corporation, and all of the release and indemnity clauses herein set forth, which Deed must be signed by the Grantee in such Deed with a specific assumption thereof by the Grantee in such new Deed in the identical language contained in this deed.

4. That any transfer of title to the herein conveyed premises or any part thereof, whether by deed, other instrument, operation of law or otherwise howsoever, shall automatically cause the fee simple title to the herein conveyed premises, and all structures and improvements thereon or therefrom erected or hereafter to be erected, to revert to, and vest in, Safe Harbor Water Power Corporation, its successors and assigns, unless the transferee (which word shall apply to all transferees, both jointly and severally) within thirty days after being requested so to do shall have executed, acknowledged and delivered to Safe Harbor Water Power Corporation, or its successors or assigns, an instrument under seal, which sets forth in full all of the exceptions, reservations and covenants herein contained, all of the rights and privileges reserved to Safe Harbor Water Power Corporation, and all of the release and indemnity clauses herein set forth, which instrument must be signed by transferee with a specific assumption thereof by transferee in the identical language contained in this deed.

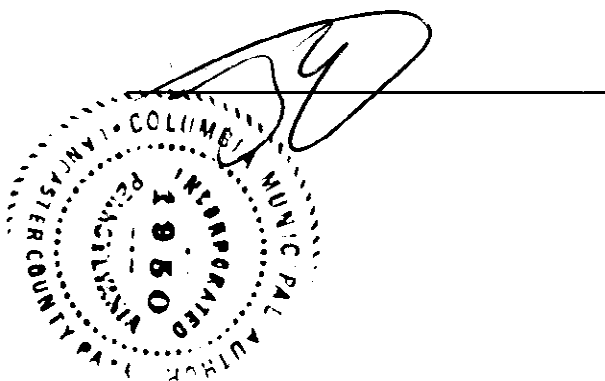
And the said Grantor, subject as aforesaid, does hereby warrant specially the property hereby conveyed.

This instrument is made under and by virtue of a Resolution of the Board of Directors of the Grantor herein, duly passed at a meeting thereof, duly and legally held on the 16th day of March, 2017.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS HEREUNTO SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:

COLUMBIA MUNICIPAL AUTHORITY



BY  **SEAL**
MICHAEL A. SCHOBBER, CHAIRMAN

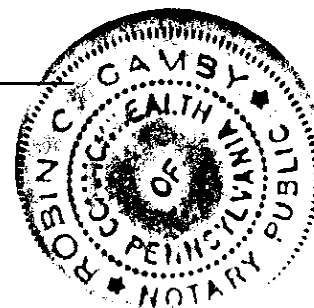
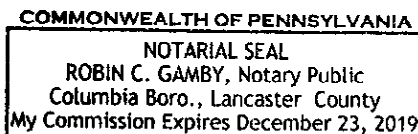
**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER**

ON THIS, THE 30th DAY OF *May*, 2017, BEFORE ME, A NOTARY PUBLIC,
PERSONALLY APPEARED, MICHAEL A. SCHOBBER, WHO ACKNOWLEDGED
HIMSELF TO BE THE CHAIRMAN OF COLUMBIA MUNICIPAL AUTHORITY, A
PENNSYLVANIA MUNICIPAL CORPORATION, AND THAT HE, AS SUCH CHAIRMAN,
BEING AUTHORIZED TO DO SO, EXECUTED THE SAME FOR THE PURPOSE THEREIN
CONTAINED BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL.

Robin C. Gamby

NOTARY PUBLIC

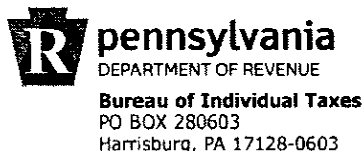


**I HEREBY CERTIFY THAT THE PRECISE RESIDENCE AND COMPLETE ADDRESS OF
THE GRANTEE HEREIN IS:**

308 LOCUST STREET, COLUMBIA, PA 17512

David T. Mountz

David T. Mountz, Esq.



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	6338429
Page Number	
Date Recorded	06/14/2017 09:59:49 AM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name			Telephone Number:	
Barry Handwerger, Esquire		Zimmerman, Pfannebecker, Nuffort & Albert		(717) 299-0711
Mailing Address		City	State	ZIP Code
22 South Duke Street		Lancaster	PA	17602

B. TRANSFER DATA

Date of Acceptance of Document				/ /					
Grantor(s)/Lessor(s)			Telephone Number:		Grantee(s)/Lessee(s)			Telephone Number:	
Columbia Municipal Authority					Columbia Borough				
Mailing Address					Mailing Address				
PO Box 509 308 Locust Street					308 Locust Street				
City			State	ZIP Code	City			State	ZIP Code
Columbia			PA	17512	Columbia			PA	17512

C. REAL ESTATE LOCATION

Street Address		City, Township, Borough	
430 S. Front Street		Columbia Borough	
County	School District	Tax Parcel Number	
Lancaster	Columbia School District	110-81279-0-0000	

D. VALUATION DATAWas transaction part of an assignment or relocation? ☐ Y ☒ N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$1.00	+ 0	= \$1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
\$59,800	X 1.32	= \$78,936

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
\$ 78,936	100% %	100% %

2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. _____ (Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☒ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

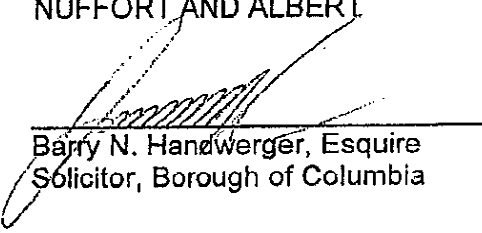
CERTIFICATE OF DISSOLUTION

The Columbia Municipal Authority, with a registered business address of P.O. Box 509, 308 Locust Street, Columbia, Pennsylvania, 17512, Lancaster County, for which original Articles of Incorporation were filed and approved on December 8, 1950 pursuant to the Pennsylvania Municipalities Authorities Act of 1945, 53 Pa.C.S.A. §560, be and hereby is terminated and dissolved as set forth in attached Ordinance No. 872-2016 of the Borough Council of the Borough of Columbia, adopted September 12, 2016. By adoption of Ordinance No. 872-2016, Borough Council authorized the filing of this Certificate. By filing hereof, the Secretary of the Commonwealth of Pennsylvania is requested to note the termination of the existence of the Columbia Municipal Authority on the record of incorporation, and to approve and return this Certificate.

ZIMMERMAN, PFANNEBECKER,
NUFFORT AND ALBERT

Dated: March 8, 2017

By:


Barry N. Handwerker, Esquire
Solicitor, Borough of Columbia

PA DEPT. OF STATE
MAR 24 2017



TML170329JF1811