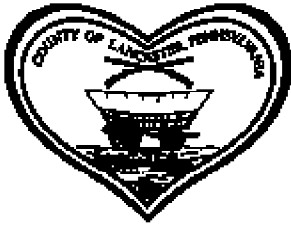


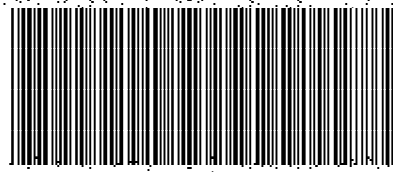
Lancaster County

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



INSTRUMENT # : 6338428

RECORDED DATE: 06/14/2017 09:59:45 AM



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LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 9

Document Type: DEED**Transaction Reference:****Document Reference:** 110-19089-0-0000**Transaction #:**

3751465 - 1 Doc(s)

Document Page Count:

8

Operator Id:

macrinam

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 #: 110-1908900000

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	\$8.00
Total:	\$73.50

INSTRUMENT # : 6338428

RECORDED DATE: 06/14/2017 09:59:45 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: 440 S. Front Street, Columbia, PA 17512

Parcel ID# 110-19089-0-0000

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 certain parcels of land situate in the Borough of Columbia, Lancaster County, Pennsylvania, separately bounded and described, according to a survey thereof made by the engineers of the Reading Iron Company on August 27, 1931, as follows to wit:

No. 1 BEGINNING at a point on the southeast side of a fourteen feet wide public alley on the southwest side of the right of way of the Atglen and Susquehanna Division of the Pennsylvania Railroad Company, thence by the right of way of said Railroad Company south fifty three degrees forty minutes East four hundred ninety eight and twenty five one-hundredths feet (S. $53^{\circ} 40'$ E. 498.25') to a point; thence south thirty six degrees twenty minutes west twenty five feet (S. $36^{\circ} 20'$ W. 25') to a point; thence south fifty three degrees forty minutes east one hundred ninety five feet (S. $53^{\circ} 40'$ E. 195') to a point in lands of the Pennsylvania Railroad Company; thence by the same south forty one degrees fifteen minutes west thirty six and eighty one one-hundredths feet (S. $41^{\circ} 15'$ W. 36.81') to a point on the bank of the Susquehanna River; thence along the bank of said river the four following courses and distances; north seventy eight degrees forty four minutes west one hundred feet (N. $78^{\circ} 44'$ W. 100') to a point; thence north fifty four degrees twenty three minutes west one hundred fifty feet (N. $54^{\circ} 23'$ W. 150') to a point; thence north sixty five degrees fifty five minutes west one hundred seventy seven feet (N. $65^{\circ} 55'$ W. 177') more or less, to a point; thence north fifty degrees forty eight minutes west two hundred ninety two and thirty three one-hundredths feet (N. $50^{\circ} 48'$ W. 292.33') to a point on the southeast side of the aforesaid fourteen feet wide common alley, thence by the southeast side of said fourteen feet wide common alley, north thirty seven degrees east one hundred forty two and eighty seven one-hundredths feet (N. 37° E. 142.87') more or less, to the place of beginning.

No. 2 BEGINNING at a point on the northwest side of the aforesaid fourteen feet wide common alley and on the southwest side of the right of way of the Atglen and Susquehanna Division of the Pennsylvania Railroad Company, said point of beginning being located on the opposite side of said fourteen feet wide common alley from the point of beginning of tract No. 1 on the line south fifty three degrees forty minutes east (S. $53^{\circ} 40'$ E.) extended in the opposite direction, viz: north fifty three degrees forty minutes west (N. $53^{\circ} 40'$ W.); thence extending along the northwest side of said fourteen feet wide common alley south thirty seven degrees west one hundred forty two and eighty seven one-hundredths feet (S. 37° W. 142.87'), more or less, to a point on the bank of the Susquehanna River; thence along the bank of said Susquehanna River north fifty eight degrees fifteen minutes west one hundred twenty five feet (N. $58^{\circ} 15'$ W. 125') to a point in lands of the Pennsylvania Railroad Company; thence by the same north thirty seven degrees east one hundred forty five feet (N. 37° E. 145') more or less, to a point on the southwest side of the

right of way of the Atglen and Susquehanna Division of the Pennsylvania Railroad Company, and thence by the same south fifty three degrees forty minutes east one hundred twenty four and sixty six one-hundredths feet (S. 53° 40' E. 124.66') to the place of beginning.

Purperts Nos. 1 and 2 CONTAINING together two and five one hundredths (2.05) acres of land.

Together with all the right, title and interest of the Grantor is and to that portion of the bed of the fourteen feet wide alley, above referred to, lying between Parcels No. 1 and 2 above described.

It is the intention of the parties hereto to include in this conveyance any land lying between the two tracts of land above described and low water mark of the Susquehanna River, whether such land is included within the metes and bounds as above set forth or not.

Being the same premises which Safe Harbor Water Power Corp., a corporation of the Commonwealth of Pennsylvania, having its principal office at Holtwood, Lancaster County, Pennsylvania, by deed dated December 6, 1951 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book A, Volume 42, Page 260, 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.

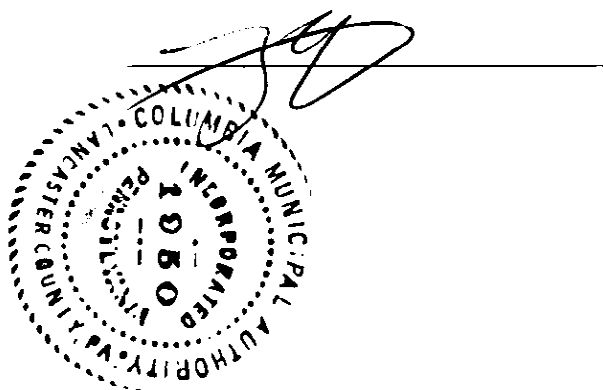
And the said Grantor, subject as aforesaid, does hereby warrant specially the property hereby conveyed.

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. SCHOBEL, CHAIRMAN

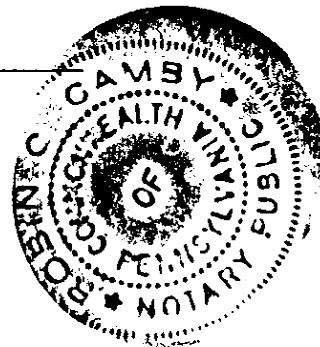
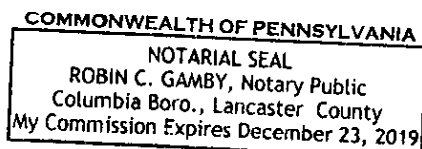
**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LANCASTER**

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 NOTARIAL
SEAL.**

Robin C. Gamby

NOTARY PUBLIC

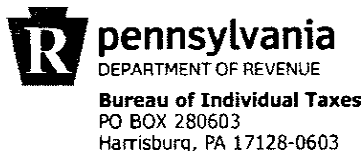


**I HEREBY CERTIFY THAT THE PRECISE RESIDENCE AND COMPLETE ADDRESS OF
THE GRANTEE HEREIN IS:**

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	6338428
Page Number	
Date Recorded	06/14/2017 09:59:45 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 Barry Handwerger, Esquire Zimmerman, Pfannebecker, Nuffort & Albert		Telephone Number: (717) 299-0711	
Mailing Address 22 South Duke Street		City Lancaster	State ZIP Code PA 17602

B. TRANSFER DATA

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

C. REAL ESTATE LOCATION

Street Address 440 S. Front Street		City, Township, Borough Columbia Borough
County Lancaster	School District Columbia School District	Tax Parcel Number 110-19089-0-0000

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

1. Actual Cash Consideration \$1.00	2. Other Consideration + 0	3. Total Consideration = \$1.00
4. County Assessed Value \$86,200	5. Common Level Ratio Factor X 1.32	6. Fair Market Value = \$113,784

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

1a. Amount of Exemption Claimed \$ 113,784	1b. Percentage of Grantor's Interest in Real Estate 100% %	1c. Percentage of Grantor's Interest Conveyed 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

6/13/7

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

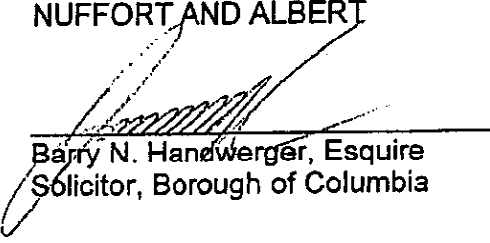
CERTIFICATE OF DISSOLUTION

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