

Prepared By and
Return To:

GIBBEL, KRAYBILL & HESS
41 East Orange Street
Lancaster, PA 17602
(717) 291-1700

Parcel ID:

Land Development Plan Transfer Agreement

This agreement made on _____, 2008, by and among Cameron's Knoll, LLC, a Pennsylvania limited liability company ("Transferor"); Misty River LLC, a Pennsylvania limited liability company ("Transferee") and Lee Gorham and Bernadine Gorham.

Background

Transferor is the Declarant of Cameron's Knoll, a planned community, created by the Declaration of Cameron's Knoll, dated and recorded January 25, 2007 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, at Document ID #5590978. Transferor is the owner of Lots 5, 7, 16 and 17 as shown on a Final Subdivision Plan for Cameron's Knoll, Lindencamp Lane, (also known as Lindecamp Lane) and Lancaster Pike, dated March 29, 2006 on Drawing No. 744CC-01-D, prepared by Stephans Environmental Consulting Inc., which Subdivision Plan was recorded on December 11, 2006 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, to Doc ID No. 5579704, Subdivision Plan Book J-229, Page 43 (Plan). Transferor conveyed Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19 and 20 as shown on the Plan to Slagle LLC, a Maryland limited liability company. Slagle LLC subsequently transferred Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19 and 20 to Transferee.

Transferor conveyed Lot 6 to Lee R. Gorham and Mary Bernadine Gorham through a deed recorded with the Recorder of Deeds in and for Lancaster County, Pennsylvania, at Doc ID No.

5642336. Lee R. Gorham and Mary Bernadine Gorham join in this Agreement for the sole purpose of consenting to the transfer of the rights identified herein.

Transferor had intended to develop the tract in accordance with the Plan ("Land Development"). Fulton Township approved the Plan for the Land Development of Camerons Knoll, as a final plan, on December 7, 2006, with certain conditions including the completion of all improvements and common amenities ("Improvements") to be constructed or installed in connection with the Land Development, including, without limitation, construction or installation of all on site storm water improvements and construction of certain on site and off site storm water improvements necessary to the effect relocation of the storm water area of the Land Development from its existing location to the proposed location as shown on the Plan by "existing flood plain" lines and "proposed flood plain" lines, as required by the Township Subdivision and Land Development Ordinance ("Subdivision Ordinance"), the Township Specifications manual, all other requirements of Township and all other applicable governmental or regulatory requirements (the Subdivision Ordinance, such specifications and all such other requirements being collectively referred to in this Agreement as the "Improvement Requirements"), and as may be set forth on the Plan.

The parties wish to provide for confirmation of the transfer of certain obligations in connection with the Land Development and the Plan from Transferor to Transferee.

Agreement

THEREFORE, in consideration of the mutual benefits to be derived from and intending to be legally bound by this Agreement, Transferor and Transferee agree as follows:

1. Transferor is and shall remain responsible for the completion of the Improvement Requirements.
2. Transferor hereby transfers and Transferee hereby confirms its acceptance of the responsibilities, rights and obligations of the set forth in the following sections of the

Declaration, and all references to Declarant within such sections shall be deemed to refer to Transferee:

- a. Article II, Section 2.3, with the exception of the obligation to erect the storm water management facilities and water and sewer laterals, which facilities have already been constructed by Transferor;
- b. Article III, Section 3.1;
- c. Article III, Section 3.2;
- d. Article IV, Section 4.1;
- e. Article IV, Section 4.2;
- f. Article IV, Section 4.3;
- g. Article IV, Section 4.4
- h. Article IV, Section 4.5;
- i. Article V, Section 5.1, and all of Declarant's rights to amend the Declaration;
- j. Article VI, Section 6.5;
- k. Article VI, Section 6.6;
- l. Article IX, Section 9.3;
- m. Article XI, Section 11.1; and
- n. Article XI, Section 11.2.

IN WITNESS WHEREOF, Transferor, Transferee and Township have caused this Agreement to be executed by or on their behalf as of the date first above written.

Transferor: Cameron's Knoll, LLC

By: _____
Christina L. Payne

Title: Managing Member

Transferee: Misty River LLC

_____ By: _____

Title: _____

Lee R. Gorham and Mary Bernadine Gorham

_____ By: _____
Lee R. Gorham

_____ By: _____
Mary Bernadine Gorham

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

BE IT REMEMBERED that on the _____ day of _____, 2008, before me the subscriber, personally appeared Christina L. Payne, who acknowledged herself to be a member of Cameron’s Knoll, LLC, a limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the Limited Liability Company by him/herself as a manager/a member.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

