

# FIRST AMERICAN TITLE INSURANCE COMPANY

## COMMITMENT SCHEDULE A

File Number: **711-13565**

1. Effective date: **April 08, 2019**
  
2. Policy or Policies to be issued: Policy Amount
  - (a) ALTA Owners 2006 (as modified by TIRBOP)  
Proposed Insured: TBD **\$100.00**
  
  - (b) ALTA Loan Policy-(6 - 17 - 2006)  
Proposed Insured:TBD **\$100.00**
  
3. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:  
  
EUGENE M HAAS  
  
By deed from LINDA M. LAMBETH (Consideration \$85,000.00), dated 1/16/2007, recorded 2/22/2007 in Bradford County Recorder of Deeds in INSTRUMENT NO. 200701924
  
4. The land referred to in this Commitment is described in Schedule "C" hereof.:  
  
238/292 Merry Go Round Road, in the Townships of Windham, Orwell and Rome, County of Bradford, Commonwealth of PENNSYLVANIA.  
For Informational Purposes Only: 238/292 Merry Go Round Road, Rome, PA 18837-8691

By: NADINE ESPOSITO  
- Authorized Signatory

Issued by:

### **Foundation Abstract, LLC - Horsham**

1424 Easton Road, Suite 100

Horsham, PA 19044

Telephone: (215) 293-0212 Fax: (215) 293-0215

# FIRST AMERICAN TITLE INSURANCE COMPANY

## COMMITMENT SCHEDULE B - SECTION I

File Number: **711-13565**

The following are the requirements to be complied with:

1. Document (s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be properly signed, delivered, and recorded:

DEED FROM: EUGENE M HAAS  
DEED TO: TBD

2. Pay us the premiums, fees and charges for the policy.
3. Payment of the full consideration to or for the account of the Grantors or Mortgagors.
4. Provide satisfactory proof that improvements and/or repairs or alterations to the subject property are completed and that all contractors, sub-contractors, charges for labor and materialmen are all paid.
5. Provide satisfactory proof of payment of all taxes, charges, assessments levied and assessed against the subject premises which are due and payable.
6. Easements or claims of easements not shown by public record.
7. TAXES: PRODUCE RECEIPTS FOR 2016-2019

PARCEL IDENTIFICATION NUMBER: 59/ 036.00/ 089/000 000  
ASSESSMENT: \$79,000.00 (Land Only)

**Taxes for the year(s) 2015-2018 have been returned to the Tax Claim Bureau of the County of Bradford as unpaid and liened and are payable at that office only.**

8. WATER AND SEWER: PRODUCE RECEIPTS FOR 2016-2019
9. MORTGAGES: (1)

MORTGAGE to secure an original principal indebtedness of \$874,264.23 , and any other amounts or obligations secured thereby, recorded on 01/20/2015 in Instrument No. 201501613.

Dated: 12/30/2014

Mortgagor: Eugene M. Haas

Mortgagee: Santander Bank, N.A

10. JUDGMENTS:  
NONE

# FIRST AMERICAN TITLE INSURANCE COMPANY

11. FEDERAL LIENS: (2)

A FEDERAL TAX LIEN in favor of the United States of America, docketed 10/06/2014, in Case No. 2014FT0059.

Serial No.: \_\_\_\_\_

Debtor: Eugene M. Haas and Kimberly Haas (Address information to follow)

Amount: \$1,181,537.20 (Copy to Follow), and any other amounts due thereunder.

14. A FEDERAL TAX LIEN in favor of the United States of America, docketed 12/22/2015, in Case No.

2016FT0060.

Serial No.: \_\_\_\_\_

Debtor: Eugene M. Haas and Kimberly Haas (Address information to follow)

Amount: \$77,658.81 (Copy to Follow), and any other amounts due thereunder.

12. SECURED TRANSACTIONS: (OFFICE OF RECORDER OF DEEDS):  
NONE

13. BANKRUPTCIES:

SEE ATTACHED

14. MUNICIPAL OR MECHANICAL LIENS: (1)

**Taxes for the year(s) 2015-2018 have been returned to the Tax Claim Bureau of the County of Bradford as unpaid and liened and are payable at that office only.**

15. ARREARS:  
NONE

16. OBJECTIONS:

a) Proof that EUGENE M HAAS grantee(s) in INSTRUMENT #200701924 is/are the same person(s) as the proposed Grantor and is not a Party to Any Action in Divorce..

b) Satisfactory identification including photo and date of birth must be included in the closing package.

c) Proof that no support arrearages are due or owing.

d) Proof that the premises was not a part of any equitable distribution in divorce proceedings.

e) Proof that are not a party to any action in a divorce.

# FIRST AMERICAN TITLE INSURANCE COMPANY

## COMMITMENT SCHEDULE B – SECTION 2

File Number: **711-13565**

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Possible additional tax increase based on additional assessments.
7. Accuracy of area content not insured
8. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to the public and private rights therein.
9. Coal and mining rights and all rights related thereto.  
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 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 OTHER 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. (SEE 52 P.S. 1551)
10. Oil, gas or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
11. Rights granted to Pennsylvania Electric Company as set forth in Deed Book 557, Page 29.
12. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Bradford County, Pennsylvania in Map No. 3865 and Map No. 4759.

## **FIRST AMERICAN TITLE INSURANCE COMPANY**

13. Contractual Consent of Landowner (Noncoal/Industrial Minerals) as set forth in Instrument No. 200101016; Instrument No. 201015436 and Instrument No. 201114562.
14. Subject to rights of other littoral/riparian owners abutting Creek, a body of water which flows through or along the subject premises.
15. Subject to rights of other littoral/riparian owners abutting unnamed, a body of water which flows through or along the subject premises.

# FIRST AMERICAN TITLE INSURANCE COMPANY

## COMMITMENT SCHEDULE C

File Number: **711-13565**

The land referred to herein below is situated in the County of Bradford, State of Pennsylvania, and described as follows:

ALL those certain pieces or parcels of land situate in Windham, Orwell and Rome Townships, County of Bradford and Commonwealth of Pennsylvania, bounded and described as follows:

LOT NO. 1: Situate in Windham Township. Beginning at a corner of Esley Boardman, now or formerly, and Judd A. Brown, et ux., now or formerly; thence North  $80\frac{1}{2}^{\circ}$  East 255.7 rods along lands of Esley Boardman, now or formerly, and Rena Merritt, now or formerly, to a corner in said Rena Merritt's now or formerly; thence South  $3\frac{3}{4}^{\circ}$  West 100 rods more or less along lands of said Rena Merritt, now or formerly, and Ray Joiner, now or formerly, to a corner; thence North  $86\frac{1}{2}^{\circ}$  West 208.2 rods along lands of said Ray Joiner, now or formerly, and now or formerly of Judd A. Brown to a post in line of Nash, now or formerly; thence North  $25\frac{3}{4}^{\circ}$  West 120 rods more or less along line of Nash, now or formerly and E. Bowen, now or formerly to the place of beginning.

LOT NO. 2: Situate in Orwell, Rome and Windham Townships. Beginning at a stake and stones in the South line of lands now or formerly of Ray Joiner; thence South  $85^{\circ}$  East 212.5 perches to the West line of lands, now or formerly of Ray Joiner and with said lands South  $1\frac{3}{4}^{\circ}$  West 66.9 perches to the North line of lands of now or formerly of Ed Bowen; and with the said line South  $82\frac{3}{4}^{\circ}$  West 116.6 perches to a highway; thence North  $76\frac{1}{2}^{\circ}$  West 36 perches to a post and stone in the creek road; and with said road as it meanders North  $7\frac{1}{2}^{\circ}$  West 28.7 perches; thence North  $84^{\circ}$  West 7 perches to a stake and stones on the West side of the creek and up said creek as it meanders North  $20^{\circ}$  West 18.6 perches to a corner in said creek; thence South  $82\frac{1}{2}^{\circ}$  West 4.3 perches to a stake and stone corner now or formerly of Lester L. Reynolds; thence North  $22\frac{1}{2}^{\circ}$  West 12 perches to a stake and stones; thence South  $82\frac{1}{2}^{\circ}$  West 14 perches to a stake and stones; thence North  $22\frac{1}{2}^{\circ}$  West 40.9 perches to the point and place of beginning.

EXCEPTING AND RESERVING therefrom a parcel of land conveyed by William T. Doviak, single, to Michael Miklas and Kathy Miklas, his wife, by deed dated March 10, 1992 and recorded October 23, 1992, in Bradford County Record Book 231 at Page 601.

ALSO EXCEPTING AND RESERVING therefore a parcel of land conveyed by William Doviak to Lynn A. Bassett dated June 5, 1995 and recorded June 19, 1995 in Bradford County Record Book 327 at Page 7. Also corrective deed dated August 19, 1996 and recorded September 4, 1996 in Bradford County Record Book 369 at Page 137.

LESS AND EXCEPTING ALL THAT CERTAIN lot, piece or parcel of land as set forth in Record Book 304, Page 426.

TAX MAP NO. 59/ 036.00/ 089/000 000



# Party Search Results

**Search Criteria:** Party Search; Last Name: haas; First Name: eugene

**Result Count:** 9 (1 page)

**Current Page:** 1

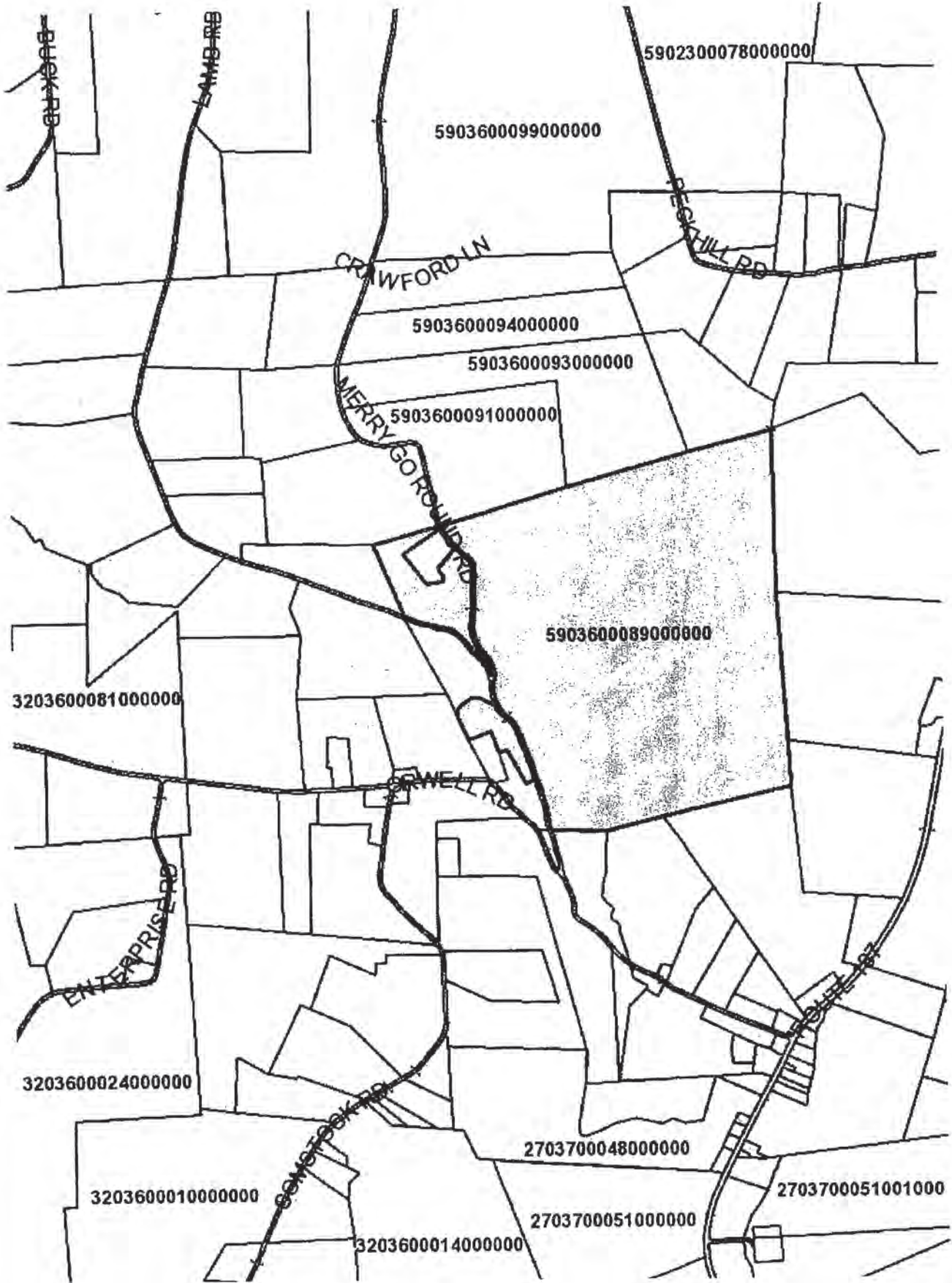
Party Name	Haas, Eugene (intp)
Case Number	3:2013bk27297
Case Title	Haas Environmental, Inc.
Court	New Jersey Bankruptcy Court
Date Filed	08/06/2013
Date Closed	
Party Name	Haas, Eugene (db)
Case Number	3:2017bk19763
Case Title	Eugene Haas and Kimberly Ann Haas
Court	New Jersey Bankruptcy Court
Date Filed	05/11/2017
Date Closed	
Party Name	HAAS, EUGENE (dft)
Case Number	1:2014mc00012
Case Title	PEOPLE'S UNITED EQUIPMENT FINANCE CORP. v. K INVESTMENTS LA, LLC et al
Court	New Jersey District Court
Date Filed	10/31/2014
Date Closed	
Party Name	HAAS, EUGENE (a)
Case Number	3:2018cv01042
Case Title	HAAS et al v. OFFICE OF THE UNITED STATES TRUSTEE
Court	New Jersey District Court
Date Filed	01/25/2018
Date Closed	10/04/2018
Party Name	Haas, Eugene (dft)
Case Number	4:2013cv02463
Case Title	People's United Equipment Finance Corp. v. K Investments LA, L.L.C. et al
Court	Texas Southern District Court
Date Filed	08/22/2013
Date Closed	06/30/2014
Party Name	Haas, Eugene Anthony (db)
Case Number	5:2001bk13574
Case Title	Eugene Anthony Haas and Sherry Linette Haas
Court	Oklahoma Western Bankruptcy Court
Date Filed	04/10/2001
Date Closed	04/11/2005

Party Name	Haase, Eugene (dft)
Case Number	2:1998cv00822
Case Title	Autin, et al v. Cml Recovery Systems, et al
Court	Louisiana Eastern District Court
Date Filed	03/13/1998
Date Closed	12/11/1998
Party Name	Haase, Eugene (dft)
Case Number	2:1997ap02015
Case Title	Hicks and Household Finance
Court	North Carolina Middle Bankruptcy Court
Date Filed	04/04/1997
Date Closed	07/09/1997
Party Name	HAASE, EUGENE F (db)
Case Number	2:1996bk04976
Case Title	EUGENE F HAASE
Court	Washington Eastern Bankruptcy Court
Date Filed	11/12/1996
Date Closed	02/25/1997

**PACER Service Center****Receipt** 04/22/2019 08:48:20 906993083

<b>User</b>	ft0733
<b>Client Code</b>	711-13539
<b>Description</b>	All Court Types Party Search All Courts; Name haas, eugene; All Courts; Page: 1
<b>Billable Pages</b>	1 (\$0.10)

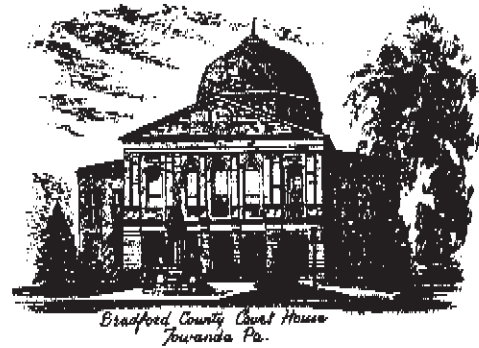




**BRADFORD COUNTY RECORDER OF DEEDS  
REGISTER OF WILLS  
CLERK OF ORPHANS' COURT**

**SHIRLEY ROCKEFELLER - RECORDER  
301 MAIN STREET  
TOWANDA, PA 18848**

**CINDY BLOKZYL - CHIEF DEPUTY**



Instrument Number - 200701924  
Recorded On 2/22/2007 At 11:08:03 AM

\* Total Pages - 3

\* Instrument Type - DEED  
Invoice Number - 176578  
\* Grantor - LAMBETH, LINDA M  
\* Grantee - HAAS, EUGENE M  
\* Customer - HEARTLAND

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
PIN CERTIFICATIONS	\$5.00
RECORDING FEES -	\$13.50
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$47.00

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
HEARTLAND

I hereby CERTIFY that this document is  
recorded in the Recorder's Office of  
Bradford County, Pennsylvania.



*Shirley Rockefeller*  
**RECORDER OF DEEDS  
Register of Wills  
Clerk of Orphans Court**

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

008575



59-36-89

CERTIFICATION OF PARCEL NUMBERS ONLY  
 DOES NOT CERTIFY CONTENTS  
 OF THIS DOCUMENT

BRADFORD COUNTY ASSESSMENT OFFICE

THIS DEED, Made the 16th day of January in the year our Lord, Two Thousand Seven (2007)

Between LINDA M. LAMBETH of 202 Jacobstown, New Egypt Road, Lot 19,  
 Wrightstown, New Jersey 08562, GRANTOR

and

EUGENE M. HAAS of 2 Treaty Elm Lane, Shamong, New Jersey 08088, GRANTEE

Witnesseth, that in consideration of eight-five thousand dollars (\$85,000), in hand paid, the receipt of whereof is hereby acknowledged, the Grantor does hereby grant and covey to the said Grantee, his Heirs and Assigns:

ALL those certain pieces or parcels of land situate in Windham, Orwell and Rome Townships, County of Bradford and Commonwealth of Pennsylvania, bounded and described as follows:

**LOT NO. 1:** Situate in Windham Township. Beginning at a corner of Esley Boardman, now or formerly, and Judd A. Brown, et ux, now or formerly; thence North 80 1/2° East 255.7 rods along lands of Esley Boardman, now or formerly, and Rena Merritt, now or formerly, to a corner in said Rene Merritt's now or formerly; thence South 3 3/4° West 100 rods more or less along lands of said Rene Merritt, now or formerly, and Ray Joiner, now or formerly, to a corner; thence North 86 1/2° West 208.2 rods along lands of said Ray Joiner, now or formerly, and now or formerly of Judd A. Brown to a post in line of Nash, now or formerly; thence North 25 3/4° West 120 rods more or less along line of Nash, now or formerly and E. Bowen, now or formerly to the place of beginning.

CONTAINING 159 acres be the same more or less.

**LOT NO. 2:** Situate in Orwell, Rome and Windham Townships. Beginning at a stake and stones in the south line of lands now or formerly of Ray Joiner; thence South 85° East 212.5 perches to the west line of lands, now or formerly of Ray Joiner and with said lands South 1 3/4° West 66.9 perches to the north line of lands of now or formerly Ed Bowen; and with the said line South 82 3/4° West 116.6 perches to a highway; thence North 76 1/2° West 36 perches to a post and stone in the creek road; and with said road as it meanders North 7 1/2° West 28.7 perches; thence North 84° West 7 perches to a stake and stones on the west side of the creek and up said creek as it meanders North 20° West 18.6 perches to a corner in said creek; thence South 82 1/2° West 4.3 perches to a stake and stone corner now or formerly of Lester L. Reynolds; thence North 22 1/2° West 12 perches to a stake and stones; thence South 82 1/2° West 14 perches to a stake and stones; thence North 22 1/2° West 40.9 perches to the point and place of beginning.

CONTAINING 95 acres more or less.

**EXCEPTING AND RESERVING** therefrom a parcel of land conveyed by William T. Doviak, single, to Michael Miklas and Kathy Miklas, his wife, by deed dated March 10, 1992 and recorded October 23, 1992, in Bradford County Record Book 231 at Page 601, containing 3.45 acres.

**ALSO EXCEPTING AND RESERVING** therefore a parcel of land conveyed by William Doviak to Lynn A. Bassett dated June 5, 1995 and recorded June 19, 1995 in Bradford County Record Book 327 at Page 007, containing 9.37 acres of land. Also corrective deed dated August 19, 1996 and recorded September 4, 1996 in Bradford County Record Book 369 at Page 137.

**BEING** the remaining lands conveyed to William T. Doviak by deed of William Doviak and Josephine Doviak, his wife, dated August 12, 1970 and recorded October 2, 1970 in Bradford County Deed Book 603 at Page 483.

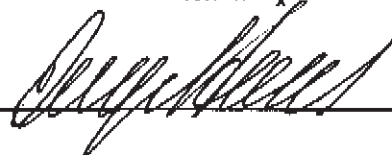
BEING PARCEL NO. 59-036.00-089  
This conveyance is between brother and sister and is therefore not subject to transfer tax.


And, the said Grantor Will Warrant Generally the property hereby conveyed.

In Witness Whereof, the Grantor has hereunto set her hand and seal the day and year first above written.

**Signed, Sealed and Delivered**

In the presence of

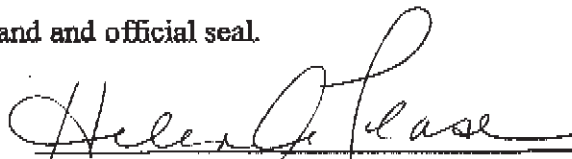
  
\_\_\_\_\_

  
LINDA M. LAMBETH

State of New Jersey :  
County of Burlington : ss

On this, the 16 day of January, 2007, before me a Notary Public, the undersigned Officer, personally appeared Linda M. Lambeth, know 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 purposes therein contained.

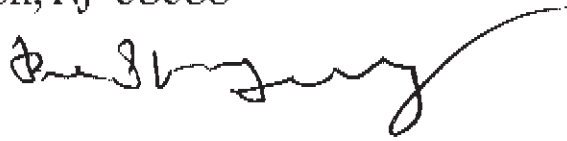
In Witness Whereof, I hereunto set my hand and official seal.

  
NOTARY PUBLIC

HELEN A. PEASE  
Notary Public, State of New Jersey  
My Commission Expires  
July 18, 2010

I hereby certify the Grantees address is:

7 Red Lion Road  
Southampton, NJ 08088

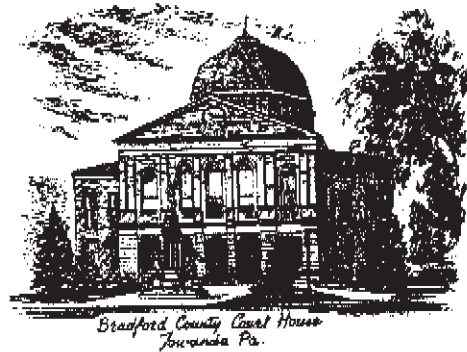
A handwritten signature in black ink, appearing to be "The Grantees", written in a cursive style.

**ACTUAL CONSIDERATION: CONVEYANCE IS FROM SISTER TO  
BROTHER AND IS THEREFORE EXEMPT FROM TRANSFER TAX**

**BRADFORD COUNTY RECORDER OF DEEDS  
REGISTER OF WILLS  
CLERK OF ORPHANS' COURT**

**SHIRLEY ROCKEFELLER - RECORDER  
301 MAIN STREET  
TOWANDA, PA 18848**

**CINDY BLOKZYL - CHIEF DEPUTY**



Instrument Number - 200400413  
Recorded On 1/12/2004 At 4:01:30 PM

\* Total Pages - 3

- \* Instrument Type - DEED
- Invoice Number - 108924
- \* Grantor - DOVIAK, WILLIAM T
- \* Grantee - LAMBETH, LINDA M
- \* Customer - 1ST ABSTRACT AGENCY

**\* FEES**

AFFORDABLE HOUSING	\$13.00
RECORDING FEES -	\$14.00
RECORDER OF DEEDS	
JCS/ACCESS TO JUSTICE	\$10.00
PIN CERTIFICATIONS	\$5.00
STATE WRIT TAX	\$0.50
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL	\$47.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

**RETURN DOCUMENT TO:  
1ST ABSTRACT AGENCY**

I hereby CERTIFY that this document is  
recorded in the Recorder's Office of  
Bradford County, Pennsylvania.



*Shirley Rockefeller*

**RECORDER OF DEEDS  
Register of Wills  
Clerk of Orphans Court**

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

Parcel No. 59-036.00-089-000-000

CERTIFICATION OF PARCEL NUMBERS ONLY  
DOES NOT CERTIFY CONTENTS  
OF THIS DOCUMENT  
BRADFORD COUNTY ASSESSMENT OFFICE

# THIS DEED

Made this 12<sup>th</sup> day of December in the year of our Lord, Two  
Thousand Three (2003)

Between **WILLIAM T. DOVIAK**, single, of 202 Jacobstown, New  
Egypt Road, Lot 19, Wrightstown, New Jersey 08562----- **GRANTOR**

and

**LINDA M. LAMBETH** of 202 Jacobstown, New Egypt Road, Lot 19,  
Wrightstown, New Jersey 08562----- **GRANTEE**

**Witnesseth**, that in consideration of One and 00/100---(\$1.00)---  
Dollar, in hand paid, the receipt whereof is hereby acknowledged, the Grantor  
does hereby grant and convey to the said Grantee, her Heirs and Assigns:

**ALL** those certain pieces or parcels of land situate in Windham, Orwell  
and Rome Townships, County of Bradford and Commonwealth of Pennsylvania,  
bounded and described as follows:

**LOT NO. 1:** Situate in Windham Township. Beginning at a corner of  
Esley Boardman, now or formerly, and Judd A. Brown, et ux, now or formerly;  
thence North  $80\frac{1}{2}^{\circ}$  East 255.7 rods along lands of Esley Boardman, now or  
formerly, and Rena Merritt, now or formerly, to a corner in said Rene Merritt's  
now or formerly; thence South  $3\frac{3}{4}^{\circ}$  West 100 rods more or less along lands of  
said Rene Merritt, now or formerly, and Ray Joiner, now or formerly, to a corner;  
thence North  $86\frac{1}{2}^{\circ}$  West 208.2 rods along lands of said Ray Joiner, now or  
formerly, and now or formerly of Judd A. Brown to a post in line of Nash, now or  
formerly; thence North  $25\frac{3}{4}^{\circ}$  West 120 rods more or less along line of Nash, now  
or formerly and E. Bowen, now or formerly to the place of beginning.

**CONTAINING** 159 acres be the same more or less.

**LOT NO. 2:** Situate in Orwell, Rome and Windham Townships.  
Beginning at a stake and stones in the south line of lands now or formerly of Ray  
Joiner; thence South  $85^{\circ}$  East 212.5 perches to the west line of lands, now or  
formerly of Ray Joiner and with said lands South  $1\frac{3}{4}^{\circ}$  West 66.9 perches to the  
north line of lands of now or formerly Ed Bowen; and with the said line South  
 $82\frac{3}{4}^{\circ}$  West 116.6 perches to a highway; thence North  $76\frac{1}{2}^{\circ}$  West 36 perches to a

post and stone in the creek road; and with said road as it meanders North 7½° West 28.7 perches; thence North 84° West 7 perches to a stake and stones on the west side of the creek and up said creek as it meanders North 20° West 18.6 perches to a corner in said creek; thence South 82½° West 4.3 perches to a stake and stone corner now or formerly of Lester L. Raynolds; thence North 22½° West 12 perches to a stake and stones; thence South 82½° West 14 perches to a stake and stones; thence North 22½° West 40.9 perches to the point and place of beginning.

**CONTAINING** 95 acres more or less.

**EXCEPTING AND RESERVING** therefrom a parcel of land conveyed by William T. Doviak, single, to Michael Miklas and Kathy Miklas, his wife, by deed dated March 10, 1992 and recorded October 23, 1992, in Bradford County Record Book 231 at Page 601, containing 3.45 acres.

**ALSO EXCEPTING AND RESERVING** therefore a parcel of land conveyed by William Doviak to Lynn A. Bassett dated June 5, 1995 and recorded June 19, 1995 in Bradford County Record Book 327 at Page 007, containing 9.37 acres of land. Also corrective deed dated August 19, 1996 and recorded September 4, 1996 in Bradford County Record Book 369 at Page 137.

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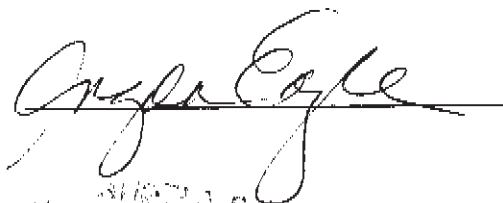
This conveyance is between father and daughter and is therefore not subject to transfer tax.

**And**, the said Grantor Will Warrant Generally the property hereby conveyed.

**In Witness Whereof**, the Grantor has hereunto set his hand and seal the day and year first above written.

**Signed, Sealed and Delivered**

**in the presence of**



  
William T. Doviak

ANGELA P. CAPE  
Notary Public State of New Jersey  
My Commission Expires June 29, 2004

JD WILLIAM DOVIAK  
158c DW57 78500 07344


EXP 5006



State of New Jersey :  
County of Burlington :SS

On this, the 12<sup>th</sup> day of December, 2003, before me, a Notary Public, the undersigned Officer, personally appeared **William T. Doviak**, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purposes therein contained.

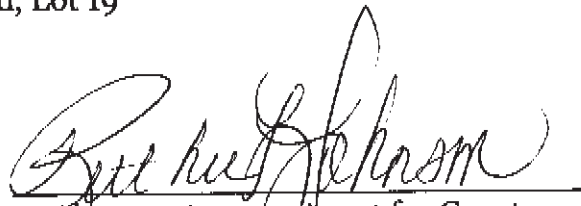
**In Witness Whereof**, I hereunto set my hand and official seal.

  
Notary Public **AGLE**  
State of New Jersey  
My Commission Expires June 29, 2004

WJAC  
06857-78500 07344

**I hereby certify** that the precise residence of the Grantee herein is:

202 Jacobstown, New Egypt Road, Lot 19  
Wrightstown, New Jersey 08562

  
1<sup>st</sup> Abstract Agency, Agent for Grantee

# This Indenture, MADE THE

12<sup>th</sup> day of August

in the year

of our Lord one thousand nine hundred and seventy,

**Between** WILLIAM DOVIK and JOSEPHINE DOVIK, his wife, of  
Southampton Township, Burlington County, New Jersey,  
parties

of the first part, and WILLIAM T. DOVIK of R.D. No. 1, Bordentown, County  
of Burlington, State of New Jersey, party

of the second part:

**Witnesseth,** That the said party of the first part, for and in consideration of the sum

of ONE THOUSAND DOLLARS (\$1,000.00)-----

lawful money of the United States of America

well and truly paid by the said party of the second part to the said party of the first part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part,

his heirs and assigns, ALL THOSE CERTAIN pieces or parcels of land situate in Windham, Orwell and Rome Townships, County of Bradford and State of Pennsylvania, bounded and described as follows:

LOT NO. 1: Situate in Windham Township. Beginning at a corner of Effie Boardman, formerly, now or formerly of Esley Boardman, and E. Bowen and of Carrie E. Maynard et vir, formerly, now or formerly of Judd A. Brown et ux; thence north 80½ degrees east 255.7 rods, along lands of Effie Boardman, formerly, now of said Esley Boardman, of Lena Boardman, formerly, now of said Esley Boardman, and Dee Wickham, formerly, now or formerly of Rena Merritt, to a corner in said Wickham's land, formerly, now of said Rene Merritt's; thence south 3-¾ degrees west 100 rods more or less along lands of said Wickham, formerly, now of said Rene Merritt, and now or formerly of Ray Joiner to a corner; thence north 86½ degrees west 208.2 rods along lands of said Ray Joiner, and of D. B. Truman, formerly, now or formerly of Judd A. Brown to a post in line of David McInroy, formerly, now or formerly of Nash; thence north 25-¾ degrees west 120 rods more or less along line of David McInroy formerly, now of said Nash, and E. Bowen, to the place of beginning.

Containing 159 acres be the same more or less.

LOT NO. 2: Situate in Orwell, Rome and Windham Townships, beginning at a stake and stones in the south line of lands formerly of R. B. Parks, now or formerly of Ray Joiner; thence south 85 degrees east 212.5 perches to the west line of lands, formerly of

J. W. Welliver, now or formerly of Ray Joiner and with said lands south 1-3/4 degrees west 66.9 perches to the north line of lands of S. Sibley, formerly, now or formerly of Ed. Bowen; and with the said line south 82-3/4 degrees west 116.6 perches to a highway; thence north 76 1/2 degrees west 36 perches to a post and stone in the creek road; and with said road as it meanders north 7 1/2 degrees west 28.7 perches; thence north 84 degrees west 7 perches to a stake and stones on the west side of the creek and up said creek as it meanders north 20 degrees west 18.6 perches to a corner in said creek; thence south 82 1/2 degrees west 4.3 perches to a stake and stone a corner late of R. B. Parks, now or formerly of Lester L. Reynolds; thence north 22 1/2 degrees west 12 perches to a stake and stones; thence south 82 1/2 degrees west 14 perches to a stake and stones; thence north 22 1/2 degrees west 40.9 perches to the point or place of beginning.

Containing 95 acres more or less.

LOT NO. 3: Situate in Orwell, Rome and Windham Townships, beginning at the intersection of road leading from North Orwell to Parks Creek with road leading to Gleason Hill, the southwest corner of lands formerly of Lucy Brewer, now or formerly of DeWitt Vanderpool, and with the center of the Parks Creek Road to its intersection with road leading to Peck Hill and along the road leading from Peck Hill as it meanders to a corner now or late of L. L. Reynolds and of Lot No. 2 herein described and with the line of said Lot No. 2 to the center of road leading to Gleason Hill; thence along the said road as it meanders in a southwesterly direction to the point or place of beginning.

Containing 15 acres, more or less.

BEING the same land conveyed by Joseph Kadar and Mary Kadar, his wife, to William Doviak and Josephine Doviak, his wife, by Deed dated August 27, 1962, and recorded in Bradford County, Pennsylvania, in Deed Book 561 at Page 140.



**Together** with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof:

**And also,** all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

**To have and to hold** the said premises, with all and singular the appurtenances, unto the said party of the second part, **his** heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, **his** heirs and assigns forever.

AND the said parties of the first part, for themselves, their

heirs, executors and administrators **do** by these presents covenant, grant and agree to and with the said party of the second part, **his** heirs and assigns, that **they** the said parties of the first part, their

heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances, unto the said party of the second part, **his** heirs and assigns, against them the said parties of the first part, their

heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

SHALL and WILL WARRANT and forever DEFEND.

**In Witness Whereof,** the said parties of the first part to these presents have hereunto set their hands and seals dated the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*James J. Platt*

*William Doviak* (L.S.)  
William Doviak

*Josephine Doviak* (L.S.)  
JOSEPHINE DOVIK

*Northwest Bradford*  
BRADFORD AREA SCHOOL DISTRICT  
REALTY TRANSFER TAX

DECLARED VALUE 1000.00  
TAX @ 1% 10.00  
TAX PAID 12.00

*Raymond J. Bradley*  
Recorder of Deeds of Bradford County  
Agent For Bradford Area School District  
7.8.

485

486

STATE OF NEW JERSEY }  
COUNTY OF BURLINGTON } ss.

**Be it Remembered**, that on this 12<sup>th</sup> day of August  
in the year of our Lord one thousand nine hundred and seventy,  
before me, The Undersigned Authority

personally appeared WILLIAM DOVIAK and JOSEPHINE DOVIAK

who, I am satisfied are the grantors mentioned in the above deed or conveyance  
and acknowledged that they signed, sealed and delivered the same as their  
act and deed. All of which is hereby certified. The full and actual consideration  
paid or to be paid for the transfer of title to realty evidenced  
by the within Deed, as such consideration is defined in P.I., 1968,  
c.49, Sec. 1(b), is \$1,000.00.

*Barbara J. Elliott*  
BARBARA J. ELLIOTT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Dec. 7, 1974

RECORDED

OCT 2 1970  
REGISTER & RECORDER  
per RAYMOND J. BRADLEY

# This Deed,

Made the 27<sup>th</sup> day of August in the year of our Lord one thousand nine hundred and Sixty-two (1962)

Between JOSEPH KADAR and MARY KADAR, his wife, of Windham Township, Bradford County, Pennsylvania - - - - - GRANTORS

AND

WILLIAM DOVIK and JOSEPHINE DOVIK, his wife, of Southampton Township, Burlington County, New Jersey, AS TENANTS BY THE ENTIRETIES - - - - - GRANTEES

Witnesseth, that in consideration of Sixteen Thousand (\$16,000.00) - - - Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantee s their Heirs and Assigns,

All those certain pieces or parcels of land situate in Windham, Orwell and Rome Townships, County of Bradford and State of Pennsylvania, bounded and described as follows:

LOT NO. 1: Situate in Windham Township. Beginning at a corner of Effie Boardman, formerly, now or formerly of Esley Boardman, and E. Bowen and of Carrie E. Maynard et vir, formerly, now or formerly of Judd A. Brown et ux; thence north 80½ degrees east 255.7 rods, along lands of Effie Boardman, formerly, now of said Esley Boardman, of Lena Boardman, formerly, now of said Esley Boardman, and Dee Wickham, formerly, now or formerly of Rena Merritt, to a corner in said Wickham's land, formerly, now of said Rene Merritt's; thence south 3-3/4 degrees west 100 rods more or less along lands of said Wickham, formerly, now of said Rene Merritt, and now or formerly of Ray Joiner to a corner; thence north 86½ degrees west 208.2 rods along lands of said Ray Joiner, and of D. B. Truman, formerly, now or formerly of Judd A. Brown to a post in line of David McInroy, formerly, now or formerly of Nash; thence north 25-3/4 degrees west 120 rods more or less along line of David McInroy formerly, now of said Nash, and E. Bowen, to the place of beginning.

Containing 159 acres be the same more or less.

LOT NO. 2: Situate in Orwell, Rome and Windham Townships, beginning at a stake and stones in the south line of lands formerly of R. B. Parks, now or formerly of Ray Joiner; thence south 85 degrees east 212.5 perches to the west line of lands, formerly of J. W. Welliver, now or formerly of Ray Joiner and with said lands south 1-3/4 degrees west 66.9 perches to the north line of lands of S. Sibley, formerly, now or formerly of Ed. Bowen; and with the said line south 82-3/4 degrees west 116.6 perches to a highway; thence north 76½ degrees west 36 perches to a post and stone in the creek road; and with said road as it meanders north 7½ degrees west 28.7 perches; thence north 84 degrees west 7 perches to a stake and stones on the west side of the creek and up said creek as it meanders north 20 degrees west 18.6 perches to a corner in said creek; thence south 82½ degrees west 4.3 perches to a stake and stone a corner late of R. B. Parks, now or formerly of Lester L. Reynolds; thence north 22½ degrees west 12 perches to a stake and stones; thence south 82½ degrees west 14 perches to a stake and stones; thence north 22½ degrees west 40.9 perches to the point or place of beginning.

Containing 95 acres more or less.

LOT NO. 3: Situate in Orwell, Rome and Windham Townships, beginning at the intersection of road leading from North Orwell to Parks Creek with road leading to Gleason Hill, the southwest corner of lands formerly of Lucy Brewer, now or formerly of DeWitt Vanderpool, and with the center of the Parks Creek Road to its intersection with road leading to Peck Hill and along the road leading from Peck hill as it meanders to a corner now or late of L. L. Reynolds and of Lot No. 2 herein described and with the line of said Lot No. 2 to the center of road leading to Gleason Hill; thence along the said road as it meanders in a southwesterly direction to the point or place of beginning.

Containing 15 acres, more or less.

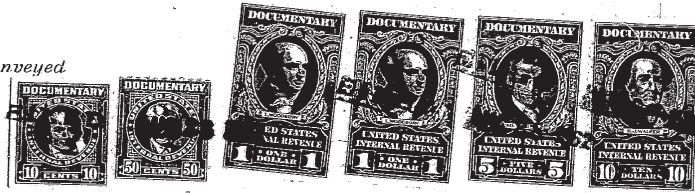
Being the same land conveyed by Frithjof N. Carlsen and Lillian Carlsen, his wife, to Joseph Kadar and Mary Kadar, his wife, by deed dated April 8, 1960 and recorded in Bradford County, Pennsylvania in Deed Book 548 at page 141.

*Book 561 Page 141*

Book 561 Page 142

And the said Grantor s Will Warrant generally

the property hereby conveyed



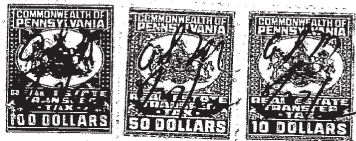
In Witness Whereof, the Grantor s ha ve hereunto settheirhands and seal s the day and year first above written.

Signed, Sealed and Belivered in the presence of

Andrew J. Masaryk

Joseph Kadar  
Mary Kadar

Seal  
Seal  
Seal  
Seal  
Seal  
Seal  
Seal  
Seal  
Seal  
Seal



Commonwealth of Pennsylvania

County of Bradford

On this, the 27<sup>th</sup> day of August

A. D. 19 62, before me

the undersigned Officer, personally appeared Joseph Kadar and Mary Kadar, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Mrs. Shirley Rockefeller

Notary Public

Title of Officer

Mrs. Shirley Rockefeller

Notary Public

My Commission Expires March 9, 1965

A. D. 19 62, before me

the undersigned officer, personally

Commonwealth of Pennsylvania

County of

On this, the day of

appeared

known to me, (or satisfactorily 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.

Title of Officer



State of  
County of

}  
SS

On this, the \_\_\_\_\_ day of \_\_\_\_\_  
appeared

A.D. 19 \_\_\_\_\_, before me  
the undersigned officer, personally

known to me, (or satisfactorily  
proven) to be the person whose name 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.

\_\_\_\_\_  
Title of Officer

I Hereby Certify, that the precise residence of the Grantee is: Southampton  
Township, Burlington County, New Jersey; post office address is:

Box 203 Vincentown, N.J. Andrew S. Mosny

Attorney for Grantee

RECORDED

AUG 27 1962

AGNES L. EVANS  
REGISTER & RECORDER

Book 561 Page 143

# This Deed,

Made the 8th day of April in the year of our Lord one thousand nine hundred and sixty (1960)

Between FRITHJOF N. CARLSEN and LILLIAN CARLSEN, his wife, of 9 Bosworth Street, Staten Island, New York - - - - - GRANTORS

AND

JOSEPH KADAR and MARY KADAR, his wife, Chesterfield Township, Burlington County, New Jersey - - - - - GRANTEES  
AS TENANTS BY THE ENTIRETIES - - - - -

Witnesseth, that in consideration of Eleven thousand and five Hundred (\$11,500) - - - - - Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantees, their Heirs and Assigns,

All those certain pieces or parcels of land situate in Windham, Orwell and Rome Townships, County of Bradford and State of Pennsylvania, bounded and described as follows:

LOT NO. 1. Situate in Windham Township. Beginning at a corner of Effie Boardman, formerly, now or formerly of Esley Boardman, and E. Bowen and of Carrie E. Maynard et vir, formerly, now or formerly of Judd A. Brown et ux; thence north  $80\frac{1}{2}$  degrees east 255.7 rods, along lands of Effie Boardman, formerly, now of said Esley Boardman, of Lena Boardman, formerly, now of said Esley Boardman, and Dee Wickham, formerly, now or formerly of Rena Merritt, to a corner in said Wickham's land, formerly, now of said Rena Merritt's; thence south  $3\frac{3}{4}$  degrees west 100 rods more or less along lands of said Wickham, formerly, now of said Rena Merritt, and now or formerly of Ray Joiner to a corner; thence north  $86\frac{1}{2}$  degrees west 208.2 rods along lands of said Ray Joiner, and of D. B. Truman, formerly, now or formerly of Judd A. Brown, to a post in line of David McInroy, formerly, now or formerly of Nash; thence north  $25\frac{3}{4}$  degrees west 120 rods more or less along line of David McInroy formerly, now of said Nash, and E. Bowen, to the place of beginning.

Containing 159 acres be the same more or less.

LOT NO. 2. Situate in Orwell, Rome and Windham Townships, beginning at a stake and stones in the south line of lands formerly of R. B. Parks, now or formerly of Ray Joiner; thence south 85 degrees east 212.5 perches to the west line of lands, formerly of J. W. Welliver, now or formerly of Ray Joiner and with said lands south  $1\frac{3}{4}$  degrees west 66.9 perches to the north line of lands of S. Sibley, formerly, now or formerly of Ed. Bowen; and with the said line south  $82\frac{3}{4}$  degrees west 116.6 perches to a highway; thence north  $76\frac{1}{2}$  degrees west 36 perches to a post and stone in the creek road; and with said road as it meanders north  $7\frac{1}{2}$  degrees west 28.7 perches; thence north  $84$  degrees west 7 perches to a stake and stones on the west side of the creek and up said creek as it meanders north 20 degrees west 18.6 perches to a corner in said creek; thence south  $82\frac{1}{2}$  degrees west 4.3 perches to a stake and stone a corner late of R. B. Parks; now or formerly of Lester L. Reynolds; thence north  $22\frac{1}{2}$  degrees west 12 perches to a stake and stones; thence south  $82\frac{1}{2}$  degrees west 14 perches to a stake and stones; thence north  $22\frac{1}{2}$  degrees west 40.9 perches to the point or place of beginning.

Containing 95 acres more or less.

LOT NO. 3. Situate in Orwell, Rome and Windham Townships, beginning at the intersection of road leading from North Orwell to Parks Creek with road leading to Gleason Hill, the southwest corner of lands formerly of Lucy Brewer, now or formerly of DeWitt Vanderpool, and with the center of the Parks Creek Road to its intersection with the road leading to Peck Hill and along the road leading from Peck Hill as it meanders to a corner now or late of L. L. Reynolds and of Lot No. 2 herein described and with the line of said lot No. 2 to the center of road leading to Gleason Hill; thence along the said road as it meanders in a southwesterly direction to the point or place of beginning.

Containing 15 acres, more or less.

Being the same lands conveyed by Richard L. Vought et ux to Frithjof N. Carlsen and Lillian Carlsen, his wife, by deed dated October 25, 1948 and recorded in Bradford County, Pennsylvania in Deed Book 457 at page 7.

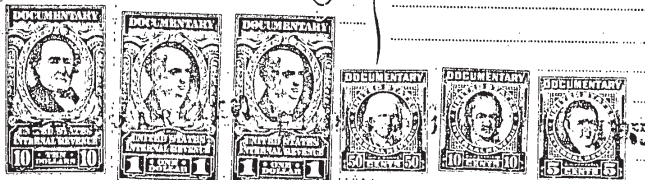
And the said Grantor s Will Warrant Generally

the property hereby conveyed.



In Witness Whereof, the Grantor s ha ve hereunto set their hand sand seal s the day and year first above written.

Signed, Sealed and Delivered in the presence of Andrew Morisy, Frithjof N. Carlsen, Lillian Carlsen. Includes a vertical column of ten 'Seal' stamps on the right side.



Commonwealth of Pennsylvania } ss. County of BRADFORD

On this, the 8th day of April A. D. 19 60, before me Nellie R. Howell the undersigned Officer, personally appeared Firthjof N. Carlsen and Lillian Carlsen, his wife known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that t he y executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal. Nellie R. Howell Notary Public

Commonwealth of Pennsylvania } ss. My commission expires February 28, 1961

County of appeared On this, the day of A. D. 19 , before me the undersigned officer, personally known to me, (or satisfactorily 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.



State of  
County of

} ss.

On this, the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me  
the undersigned officer, personally  
appeared

known to me, (or satisfactorily  
proven) to be the person whose name 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.

\_\_\_\_\_  
Title of Officer

I Hereby Certify, that the precise residence of the Grantee is Crosswicks &  
Ellisdale Road, Allentown, New Jersey,  
Chesterfield Township, Burlington County, New Jersey.

TS

**RECORDED**

APR 8 1960

**AGNES L. EVANS**  
REGISTER & RECORDER

Attorney for \_\_\_\_\_

*J. Roy Kelley*  
Grantee

BOOK 548 PAGE 143

# This Deed,

Made the 25th day of October in the year of our Lord one thousand nine hundred and forty-eight.

Between Richard L. Vought of 248 Driving Park Ave., Rochester, Monroe County, New York, and Leora M. Vought, his wife, - - GRANTORS

AND

Frithjof N. Carlsen of Orwell Township, Bradford County, Pennsylvania, and Lillian Carlsen, his wife - - - - - GRANTEES

Witnesseth, that in consideration of ONE (1) - - - - - Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantees, their Heirs and Assigns,

All those certain lots, pieces and parcels of land situate, lying and being in Windham, Orwell and Rome Townships, bounded and described as follows:

Lot No. 1: Situate in Windham Township, Bradford County, Pennsylvania, beginning at a corner of Effie Boardman, formerly, now of Esley Boardman, and E. Bowen and of Carrie E. Maynard et vir, formerly, now of Judd A. Brown et ux; thence north 80½° east 255.7 rods, along lands of Effie Boardman, formerly, now of Esley Boardman, of Lena Boardman, formerly, now of Esley Boardman, and Dee Wickham, formerly, now of Rena Merritt, to a corner in said Wickham's land, formerly, now Rena Merritt's; thence south 3-3/4° west 100 rods more or less along lands of said Wickham, formerly, now of Rena Merritt, and of Ray Joiner to a corner; thence north 86½° west 208.2 rods along land of said Ray Joiner, and of D. B. Truman, formerly, now of Judd A. Brown, to a post in line of David McInroy, formerly, now of Nash; thence north 25-3/4° west 120 rods more or less along line of David McInroy, formerly, now of Nash, and E. Bowen to the place of beginning.

CONTAINING 159 acres be the same more or less.

Being the same land as conveyed by Carrie E. Maynard et vir to Judd A. Brown and Roberta L. Brown by deed dated December 31, 1935 and recorded in Bradford County in Deed Book 391 at page 72, etc.; by Ephton S. Rought et ux to Carrie E. Maynard by deed dated April 25, 1935 and recorded in Bradford County in Deed Book 390 at page 340; and by Morris L. Maynard et ux to Ephton S. Rought et ux by deed dated January 16, 1931 and recorded in Bradford County in Deed Book 376 at page 510, and being the same land as conveyed by Ray Parks et ux to Morris L. Maynard et ux by deed dated December 30, 1919 and recorded in Bradford County in Deed Book 337, at page 542, etc.

Lot No. 2: Situate in Orwell, Rome and Windham Townships, beginning at a stake and stones in the south line of lands formerly of R. B. Parks, now of Ray Joiner; thence south 85° east 212.5 perches to the west line of lands, formerly of J. W. Wilbur, now of Ray Joiner, and with said lands south 1-3/4° west 66.9 perches to the north line of lands of S. Sibley, formerly, now of Ed. Bowen; and with the said line south 82-3/4° west 116.6 perches to a highway; thence north 76½° west 36 perches to a post and stone in the creek road; and with said road as it meanders north 7½° west 28.7 perches;

thence north 84° west 7 perches to a stake and stones on the west side of the creek and up said creek as it meanders north 20° west 18.6 perches to a corner in said creek; thence south 82½° west 4.3 perches to a stake and stone a corner now or late of said R. B. Parks, formerly, now of Lester L. Reynolds; thence north 22½° west 12 perches to a stake and stones; thence south 82½° west 14 perches to a stake and stones; thence north 22½° west 40.9 perches to the point or place of beginning.

CONTAINING 95 acres, more or less.

Lot No. 3: Situate in Orwell, Rome and Windham Townships, beginning at the intersection of road leading from North Orwell to Parks Creek with road leading to Gleason Hill the southwest corner of lands formerly of Lucy Brewer, now of DeWitt Vanderpool, and with the center of the Parks Creek road to its intersection with the road leading to Peck Hill and along the road leading from Peck Hill as it meanders to a corner now or late of L. L. Reynolds and of Lot No. 2 herein described and with the line of said Lot No. 2 to the center of road leading to Gleason Hill; thence along the said road as it meanders in a southwesterly direction to the point or place of beginning.

CONTAINING 15 acres, more or less.

Being the same land as conveyed by The Federal Land Bank of Baltimore, Maryland, to Judd A. Brown and Roberta L. Brown, his wife, by deed dated August 20, 1937 and recorded in Bradford County in Deed Book 395 at page 511, etc.

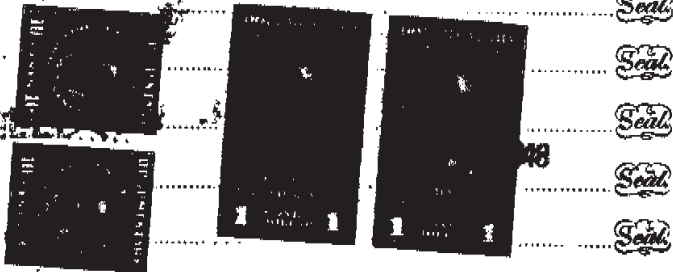
The above three lots being the same land as conveyed by Judd A. Brown et ux to Richard L. Vought et ux by deed dated October 2, 1945 and recorded in Bradford County in Deed Book 427 Page 456.

And the said Grantors Will Warrant Generally the property hereby conveyed.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Richard L. Vought
Leora M. Vought



State of New York
County of Monroe

On this, the 26th day of October A. D. 19 48, before me the undersigned officer, personally appeared Richard L. Vought and Leora M. Vought, his wife (known to me or (satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Wm. H. Jackson
Notary Public
Title of Officer

I Hereby Certify, that the precise residence of the Grantee

Rome, Pa. R. D. #1

*Stump 267*

*Lillian Carlson*  
Grantee

RECORDED

NOV 3 1948

WAYNE COUNTY  
REGISTER & RECORDER

# This Deed,

Made the third day of November in the year of our Lord one thousand nine hundred and forty-eight (1948)

Between IDA MAY WOODRUFF, an unmarried woman, of R.D.#1, Wyalusing, Pennsylvania.....GRANTOR

And PETER YAREMKO and NICHOLAS YAREMKO of R.D.#1, Wyalusing, Pennsylvania.....GRANTEES,

AS TENANTS IN COMMON, each owning an undivided one-half (1/2) interest.

Witnesseth, that in consideration of one dollar (\$1.00) and other good and valuable considerations in - - - - - Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey to the said Grantees, their Heirs and Assigns,

All that certain lot, piece, or parcel of land situate, lying, and being in the Township of Wyalusing, County of Bradford, and State of Pennsylvania, bounded and described as follows;

Beginning at a black oak stump adjoining the land formerly of Isaac J. Labor and C. Shumway; thence South eighty-seven (87) degrees West sixty-nine and one-half (69 1/2) perches to a pine; thence North two (2) degrees East eighty (80) perches to a post; thence South fifty-nine (59) degrees West eighty-six and one-half (86 1/2) perches to a post on the line of certified Springfield; thence along the same South thirteen (13) degrees East ninety (90) perches to a post and stones; thence South twenty-seven and one-half (27 1/2) degrees East one hundred thirty (130) perches to a hickory; thence North eighty-six (86) degrees West thirty-five (35) perches to the town line; thence along the same South thirteen (13) degrees East seventy-five (75) perches to a post and stones; thence South eighty-eight (88) degrees East seventy-eight (78) perches to the corner adjoining lands formerly of J. J. Labor; thence North two (2) degrees East two hundred thirty-four (234) perches to the beginning, containing one hundred fifty-six (156) acres and seventy (70) perches more or less.

Being the same lands conveyed Charles M. Woodruff and Ida May Woodruff, his wife, by Agnes E. Seaman and George M. Seaman, her husband, by Deed dated the twelfth day of December, 1945, and recorded the fourth day of January, 1946, in Bradford County, Pennsylvania, Deed Book 429 at page 399.

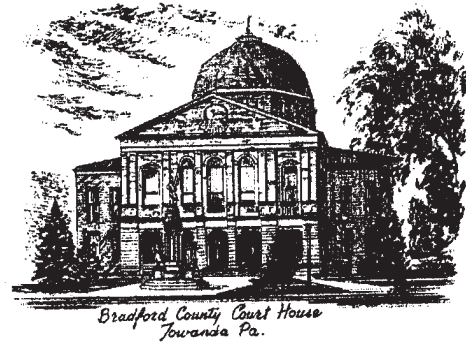
The said Charles M. Woodruff became deceased the fifteenth day of August, 1947, and Ida May Woodruff conveys the foregoing property as survivor of the entireties estate.

1948 taxes prorated and payment of same assumed by grantees.

**BRADFORD COUNTY RECORDER OF DEEDS  
REGISTER OF WILLS  
CLERK OF ORPHANS' COURT**

**SHIRLEY ROCKEFELLER - RECORDER  
301 MAIN STREET  
TOWANDA, PA 18848**

**CINDY BLOKZYL - CHIEF DEPUTY**



**Instrument Number - 201501613**

**Recorded On 1/20/2015 At 9:00:29 AM**

**\* Instrument Type - MORTGAGE**

**Invoice Number - 414260**

**\* Mortgagor - HAAS, EUGENE M**

**\* Mortgagee - SANTANDER BANK**

**\* Customer - LANDY & ROSSETTIE, PLLC**

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
PIN CERTIFICATIONS	\$5.00
RECORDING FEES -	\$35.00
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$94.00

**\* Total Pages - 16**

**This is a certification page**

**DO NOT DETACH**

**This page is now part  
of this legal document.**

**RETURN DOCUMENT TO:**

**LANDY & ROSSETTIE, PLLC  
228 DESMOND ST  
SAYRE, PA 18840**

**I hereby CERTIFY that this document is  
recorded in the Recorder's Office of  
Bradford County, Pennsylvania.**



*Shirley Rockefeller*

**RECORDER OF DEEDS  
Register of Wills  
Clerk of Orphans Court**

**\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.**

034A75





**PREPARED BY:**

Loan Documentation  
Department,  
Santander Bank, N.A.,  
450 Penn Street,  
Reading, PA 19602-1011,

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**WHEN RECORDED MAIL TO:**

**WOLFF & SAMSON** PC  
COUNSELLORS AT LAW

THE OFFICES AT CRYSTAL LAKE  
ONE BOLAND DRIVE, WEST ORANGE, NJ 07052-3698

**PARCEL IDENTIFICATION**

**NUMBER:** [59-036.00-089-  
000-000]

**FOR RECORDER'S USE ONLY**

**MORTGAGE**

**Amount Secured Hereby:** \$874,264.23 plus all other amounts due and owing or to become due and owing under the Settlement Agreement.

**THIS MORTGAGE** dated as of December 30, 2014 is made and executed between Eugene M. Haas, whose address is 19 Red Onion Road, Shamong, New Jersey 08088 (referred to below as "Grantor") and Santander Bank, N.A., whose address is 619 Alexander Road, Princeton, New Jersey 08460 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property")** located in Bradford County, Commonwealth of Pennsylvania:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 238-292 Merry Go Round, Windham Township, Pennsylvania. The Real Property parcel identification number is [59-036.00-089-000-000].

**SETTLEMENT AGREEMENT.** This Mortgage secures the Indebtedness including, without limitation, the performance and observance by the Grantor and the other Obligor of all of the

**covenants, agreements and payments on the part of the Obligors to be performed or observed under the Settlement Agreement.**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE SETTLEMENT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this

Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the

Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate set forth in the Settlement Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance due under the Settlement Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Settlement Agreement; or (C) be treated as a balloon payment which will be due and payable when the final payment is due and payable under the Settlement Agreement. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent

domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ADDITIONAL AUTHORIZATIONS.** The following provisions relating to further assurances and additional authorizations are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may

deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Settlement Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Additional Authorizations.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably authorizes Lender to make, execute, deliver, file, record and do all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph. It is understood that nothing set forth herein shall require Lender to take any such actions.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor or any other Obligor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Other Defaults.** Grantor or any other Obligor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or any Obligor or on their behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the

insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor or any other Obligor under the terms of any other agreement between Grantor or any other Obligor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option, after giving such notices as required by applicable law, to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably authorizes Lender to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.



**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the earnings, revenues, Rents, issues, profits and income from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness as a strict right. This right shall be without regard to, and without the necessity of proving (i) the inadequacy of the security for the repayment of the Grantor's Indebtedness; (ii) the insolvency of Grantor or any other person or entity who may be legally or equitably liable to pay money secured hereby and Grantor and each such person or entity shall be deemed to have waived such proof and to have consented to the appointment of a receiver; or (iii) the filing of a notice of default; and the Grantor consents to such appointment. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by the Lender shall not disqualify a person from serving as receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property. For the purposes of any suit brought under this subsection, Grantor waives the defenses of laches and any applicable statute of limitations.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Settlement Agreement or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of

any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the rate set forth in the Settlement Agreement from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Mortgage shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of

**Pennsylvania without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the Commonwealth of Pennsylvania.**

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successor Interests.** The terms of this Mortgage shall be binding upon Grantor, and upon Grantor's heirs, personal representatives, successors, and assigns, and shall be enforceable by Lender and its successors and assigns.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code: .

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means Eugene M. Haas

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Settlement Agreement or other Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Settlement Agreement or other Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. The liens and security interests created pursuant to this Mortgage covering the Indebtedness which may be created in the future shall relate back to the date of this Mortgage.

**Lender.** The word "Lender" means Santander Bank, N.A., its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Obligors.** The word "Obligors" means, collectively, the Grantor and all other parties to the Settlement Agreement (other than the Lender). The word "Obligor" means any one of the Obligors.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents (including without limitation the Settlement Agreement), whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.


**Settlement Agreement:** The words "Settlement Agreement" mean the Settlement Agreement dated the date hereof among Grantor, Haas Environmental, Inc., Shale Solutions, LLC, Kimberly A. Haas and the Lender, as agreed to by K Investments PA, LLC.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE,  
AND GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS  
AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING  
TO LAW.

GRANTOR:

EUGENE M. HAAS




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**CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise address of the Lender, **Santander Bank, N.A.**, herein is as follows:

**Santander Bank, N.A.**  
**619 Alexander Road**  
**Princeton, NJ 08460**



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Attorney or Agent for Grantor Lender  
*Joseph Zavila, Esq.*

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW JERSEY

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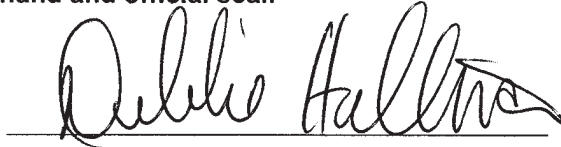
COUNTY OF Burlington

) SS

)

On this, the 14<sup>th</sup> day of January, 2015, before me Debra Hillman, the undersigned Notary Public, personally appeared **Eugene M. Haas**, who acknowledged himself be the **individual** 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.**



Notary Public in and for the State of New Jersey

**DEBRA I. HILLMAN**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 5/11/2016

EXHIBIT A  
Legal Description

**ALL** those certain pieces or parcels of land situate in Windham, Orwell and Rome Townships, County of Bradford and Commonwealth of Pennsylvania, bounded and described as follows:

**LOT NO. 1:** Situate in Windham Township. Beginning at a corner of Esley Boardman, now or formerly, and Judd A. Brown, et ux, now or formerly; thence North  $80\frac{1}{2}^{\circ}$  East 255.7 rods along lands of Esley Boardman, now or formerly, and Rena Merritt, now or formerly, to a corner in said Rene Merritt's now or formerly; thence South  $3\frac{3}{4}^{\circ}$  West 100 rods more or less along lands of said Rene Merritt, now or formerly, and Ray Joiner, now or formerly, to a corner; thence North  $86\frac{1}{2}^{\circ}$  West 208.2 rods along lands of said Ray Joiner, now or formerly, and now or formerly of Judd A. Brown to a post in line of Nash, now or formerly; thence North  $25\frac{3}{4}^{\circ}$  West 120 rods more or less along line of Nash, now or formerly and E. Bowen, now or formerly to the place of beginning.

**CONTAINING** 159 acres be the same more or less.

**LOT NO. 2:** Situate in Orwell, Rome and Windham Townships. Beginning at a stake and stones in the south line of lands now or formerly of Ray Joiner; thence South  $85^{\circ}$  East 212.5 perches to the west line of lands, now or formerly of Ray Joiner and with said lands South  $1\frac{3}{4}^{\circ}$  West 66.9 perches to the north line of lands of now or formerly Ed Bowen; and with the said line South  $82\frac{3}{4}^{\circ}$  West 116.6 perches to a highway; thence North  $76\frac{1}{2}^{\circ}$  West 36 perches to a post and stone in the creek road; and with said road as it meanders North  $7\frac{1}{2}^{\circ}$  West 28.7 perches; thence North  $84^{\circ}$  West 7 perches to a stake and stones on the west side of the creek and up said creek as it meanders North  $20^{\circ}$  West 18.6 perches to a corner in said creek; thence South  $82\frac{1}{2}^{\circ}$  West 4.3 perches to a stake and stone corner now or formerly of Lester L. Reynolds; thence North  $22\frac{1}{2}^{\circ}$  West 12 perches to a stake and stones; thence South  $82\frac{1}{2}^{\circ}$  West 14 perches to a stake and stones; thence North  $22\frac{1}{2}^{\circ}$  West 40.9 perches to the point and place of beginning.

**CONTAINING** 95 acres more or less.

**EXCEPTING AND RESERVING** therefrom a parcel of land conveyed by William T. Doviak, single, to Michael Miklas and Kathy Miklas, his wife, by deed dated March 10, 1992 and recorded October 23, 1992, in Bradford County Record Book 231 at Page 601, containing 3.45 acres.

**ALSO EXCEPTING AND RESERVING** therefore a parcel of land conveyed by William Doviak to Lynn A. Bassett dated June 5, 1995 and recorded June 19, 1995 in Bradford County Record Book 327 at Page 007, containing 9.37 acres of land. Also corrective deed dated August 19, 1996 and recorded September 4, 1996 in Bradford County Record Book 369 at Page 137.

**BEING** the remaining lands conveyed to William T. Doviak by deed of William Doviak and Josephine Doviak, his wife, dated August 12, 1970 and recorded October 2, 1970 in Bradford County Deed Book 603 at Page 483.

INDENTURE, made this 29<sup>th</sup> day of May, 1961, by and between

Joseph and Mary Kadar, his wife

Township of North Hanover, Burlington Co., State of New Jersey of the Borough of New Egypt County of North Hanover, and Commonwealth of Pennsylvania (hereinafter called Grantors), and the PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation (hereinafter called Grantee).

WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) received from Grantee and the additional consideration herein after set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, the right to construct, maintain and operate an electric

line consisting of (8) poles and D "H" frame conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under the lands of Grantors situated in the Township of Windsor, Cowell and Rome County of Bradford Commonwealth of Pennsylvania, bounded as follows:

Northerly by land of E. Edgar W. Boardman, Edwin Brown Estate

Southerly by land of George J. Gerald, Llewellyn C. Jones

Easterly by land of Elizabeth L. Allen, Ray Jones, Shagan Merrill

Westerly by land of Judson Terold, Lloyd C. Moore, John W. Brown  
Said line enters eastern grantors land from land of John W. Brown, thence continues in an easterly direction to land of Ray Jones.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together with a right-of-way 60 feet in width within which said electric line shall be constructed. Grantee shall have the right to locate said electric line within the boundaries of said 60 foot strip as it shall deem proper, and shall not be required to have said electric line follow the center line of said right-of-way.

Together also with the right to trim, cut or remove trees, underbrush and other obstructions that are within the limits of the said 60 foot right-of-way; and to keep said right-of-way free of growth by such methods as Grantee may deem proper or necessary, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantee in maintaining said line, shall be borne by said Grantee.

Grantee shall have the additional right, from time to time, to remove other trees beyond the lines of said 60 foot right-of-way, which in Grantee's judgment, endanger said electric line, and Grantee shall pay to Grantors the fair value of the trees so removed.

Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid. Reserving, however, to Grantors the right to cultivate the ground between the poles or other supporting structures of said line, provided that such use shall not interfere with or obstruct the rights herein granted.

Grantors do hereby covenant and agree that they will not erect or permit the erection of any building on said right-of-way after the execution and delivery of the within agreement.

Grantee shall pay, and Grantors shall accept, the additional sum of Three Hundred Twenty five (\$325.<sup>00</sup>)

within One Year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be. IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written.

Witness: Arthur Ryan [Seal] Joseph Kadar [Seal]  
Mary Kadar [Seal]

Received this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, of the above named Grantee the additional consideration above mentioned in full.  
Witness:



Address Larrison Road  
Box 206 New Egypt  
New Jersey

CN-12 Rev. 656



State of New Jersey  
COMMONWEALTH OF PENNSYLVANIA } ss.  
COUNTY OF Burlington

BOOK 557 PAGE 30

On this the 31<sup>st</sup> day of May, 1961, before me,  
the undersigned officer, personally appeared

Joseph Kadar and Mary  
Kadar, his wife

known to me (or satisfactorily proven) to be the person s whose name s subscribed to the within instrument,  
and acknowledged that they executed the same for the purposes therein contained.

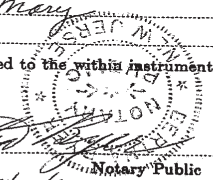
In witness whereof, I have hereunto set my hand and Notarial seal.

RECORDED

AUG 29 1961

AGNES L. EVANS  
REGISTER & RECORDER

My commission expires 8/4/62



Received this 19<sup>th</sup> day of June,  
1961, from Pennsylvania Electric Company the sum of

Three Hundred and Twenty five Dollars (\$ 325.<sup>00</sup> )

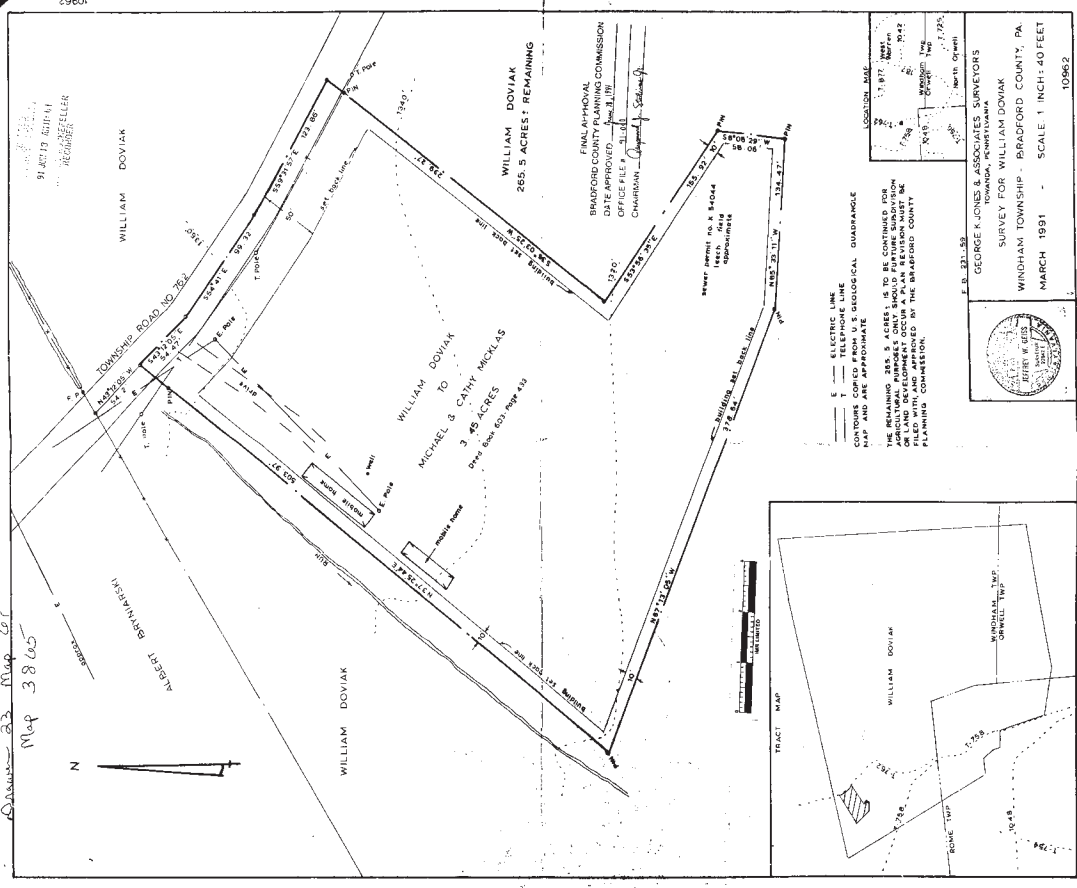
being consideration in full for right of way over property  
in Rome & Windham Twp Bradford  
County, Pennsylvania, in accordance with agreement dated  
May 29, 1961.

WITNESSES:  
Ann Fullway Joseph Kadar (SEAL)  
Mary Kadar (SEAL)

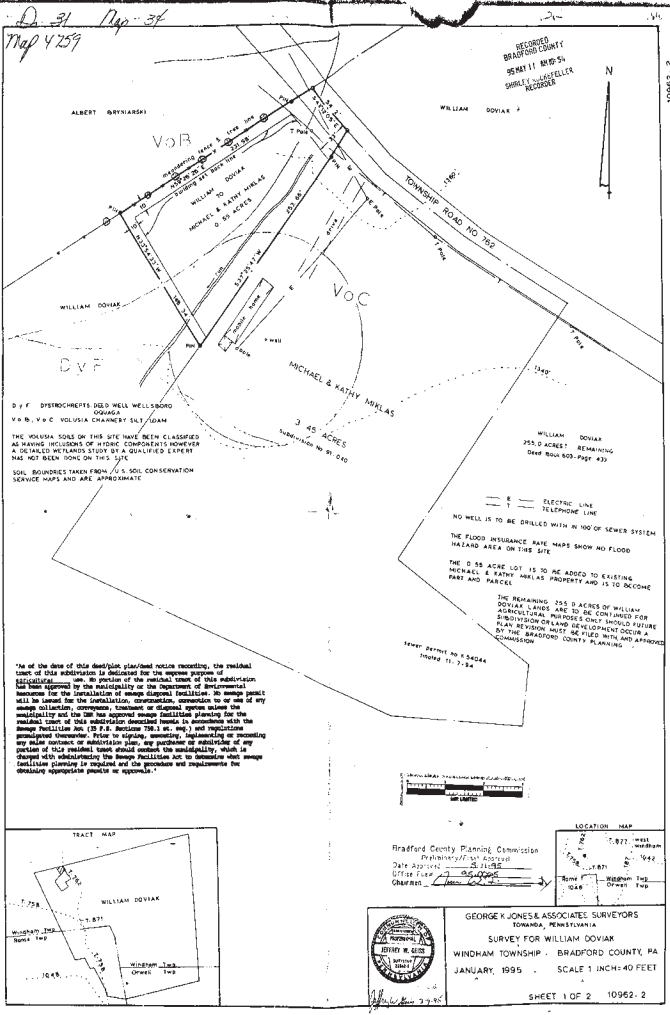
COUNTY OF \_\_\_\_\_ } ss.  
On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned officer, personally  
appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_  
of \_\_\_\_\_, a corporation, and that he as such \_\_\_\_\_  
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name  
of the corporation by himself as \_\_\_\_\_  
In Witness Whereof, I hereunto set my hand and Official Seal.

Title of Officer

Division 22 Map 67  
Map 3865



#3865



D.V.F. DIPTROCHEETS DEED WELL WELLSBORO  
V.O.R. V.O.C. VOLUNTARY CHANGING DEED/ORDINANCE

THE WISCONSIN SOILS OF THIS SITE HAVE BEEN CLASSIFIED AS HAVING VEGETATION OF HIGH COMPLEXITY; HOWEVER, A SOIL WELL RELATIONS STUDY BY A QUALIFIED EXPERT HAS NOT BEEN DONE ON THIS SITE.

SOIL BOUNDRIES TAKEN FROM U.S. SOIL CONSERVATION SERVICE MAPS AND ARE APPROXIMATE

"As of the date of this description, plan/draft notice recording, the residual intent of this subdivision is indicated by the express approval of the Bradford County Planning Commission. In portions of the residual intent of this subdivision, the Bradford County Planning Commission, in its capacity as the Department of Environmental Protection, has approved the installation of sewage disposal facilities. No sewage permit will be issued for the construction, construction, operation, or use of any sewage collection, treatment, treatment or disposal system unless the Bradford County Planning Commission has approved sewage facilities planning for the residual intent of this subdivision. It is intended that the Bradford County Planning Commission (25 P.S. Section 781.1 et. seq.) and regulations promulgated thereunder, prior to signing, amending, maintaining or recording any plan or subdivision plan, any subdivision or subdivision of any portion of that residual intent shall ensure the sustainability, which is intended with maintaining the Bradford County Planning Commission to determine what sewage facilities planning is indicated and the provisions and implementation for installing appropriate practices or approvals."

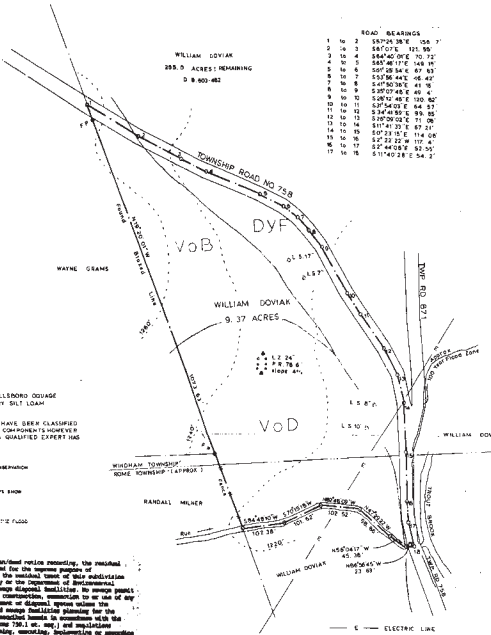
**MAP # 4759**

10962-2



WILLIAM DOVIAK  
299.0 ACRES REMAINING  
D & R 001-482

LINE NO.	BEARING	DISTANCE
1	N 89° 00' 00" E	156.31'
2	S 87° 00' 00" E	101.50'
3	S 84° 00' 00" E	100.72'
4	S 85° 00' 00" E	148.15'
5	S 85° 00' 00" E	47.87'
6	S 85° 00' 00" E	46.47'
7	S 87° 00' 00" E	41.90'
8	S 87° 00' 00" E	48.44'
9	S 87° 00' 00" E	48.44'
10	S 87° 00' 00" E	100.82'
11	S 87° 00' 00" E	48.27'
12	S 84° 00' 00" E	88.95'
13	S 85° 00' 00" E	100.82'
14	S 87° 00' 00" E	114.04'
15	S 87° 00' 00" E	87.21'
16	S 87° 00' 00" E	110.84'
17	S 87° 00' 00" E	82.00'
18	S 87° 00' 00" E	54.21'



D & F EGYPTOCEPHAL DEEP WELLSHED QUADRAE  
V.O.B. V.O.D. V.O.D. CHANGING SILL LOAD

THE WELLSHED QUADRAE ON THIS SITE HAVE BEEN CLASSIFIED AS HAVING INCLUSIONS OF HYDRIC COMPONENTS HOWEVER A DETAILED WETLANDS STUDY BY A QUALIFIED EXPERT HAS NOT BEEN DONE ON THIS SITE.

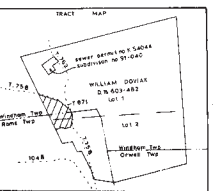
ALL DIMENSIONS TAKEN FROM U.S. S.D. CORNER POINTS  
BEFORE MAPS AND ARE APPROXIMATE

THE WELLSHED WELLSHED QUADRAE MAPS FROM  
THE WELLSHED QUADRAE MAPS FROM THE PLAGES

THE 100 YEAR FLOOD ZONE FROM THE PLAGES  
NEARBY MAPS ARE ARE APPROXIMATE

At the date of this document plan being recorded, the recorded town of this subdivision is contained for the purpose of this subdivision and the subdivision is contained for the purpose of this subdivision and the subdivision is contained for the purpose of this subdivision.

THE REMAINING 299.0 ACRES IS TO BE CONTAINED FOR AGRICULTURE PURPOSES ONLY SHOULD FUTURE SUBDIVISION OR LAND DEVELOPMENT OCCUR A PLAN REVISION MUST BE FILED WITH AND APPROVED BY THE BRADFORD COUNTY PLANNING COMMISSION. LOC. SLIDE - MAP



BRADFORD COUNTY PLANNING COMMISSION  
CHAIRMAN: JAMES L. HARRIS  
MEMBERS: JAMES L. HARRIS, JAMES L. HARRIS, JAMES L. HARRIS

GEORGE K. JONES & ASSOCIATES SURVEYORS  
TORONTO, PENNSYLVANIA  
SURVEY FOR WILLIAM DOVIAK  
ROME & WINDHAM TOWNSHIPS, BRADFORD COUNTY, PA  
JANUARY, 1995 - SCALE 1 INCH = 100 FEET

# This Deed,

Made the 10th day of March in the year of our Lord one thousand nine hundred and ninety-two (1992)

Between WILLIAM T. DOVIAK, single, of RD 1, Bordentown, NJ-----GRANTOR

AND

MICHAEL MIKLAS and KATHY MIKLAS, his wife, of 18 Butterfly Lane, Levittown, PA 19054-----GRANTEES

RECORDED  
BRADFORD COUNTY  
92 OCT 28 PM 1:47  
SHERIFF ROBERT ELLER  
BY CONDER

Witnesseth, that in consideration of Four Thousand Five Hundred and 00/100-----(\$4,500.00)----- Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantor do es hereby grant and convey to the said Grantee s their Heirs and Assigns,

All that certain lot, piece or parcel of land lying and being situate in the Township of Windham, County of Bradford, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point at or near the center of Township Road No. 762, said point being South 43° 12' 05" East 54.2 feet from a point on or near the center of Township Road 762 marking a boundary between land of Albert Bryniarski and William Doviak; thence proceeding along or near the center of Township Road No. 762 the following courses and distances: South 43° 12' 05" East 54.47 feet; thence South 54° 41" East 99.32 feet; thence South 59° 31' 57" East 123.86 feet to a point; thence proceeding South 36° 03' 25" West through a pin on the Southerly bank of said Township Road No. 762 for a distance of 299.27 feet along other lands of William Doviak to a point; thence proceeding South 53° 56' 35" East 165.92 feet to a pin; thence proceeding South 06° 08' 29" West still along lands of William Doviak 58.06 feet to a pin for a Southeast corner; thence proceeding North 85° 33' 11" West still along lands of William Doviak 134.47 feet to a pin; thence proceeding North 67° 13' 05" West for a distance of 378.64 feet to a pin marking a Southwest corner; thence proceeding North 37° 25' 44" East still along lands of William Doviak for a distance of 503.97 feet through a pin on the Southerly bank of Township Road No. 762 to a point at or near the center of said Township Road for a Northwest corner, the place of beginning.

BEING a portion subdivided from the land conveyed by William Doviak and Josephine Doviak, his wife, to William T. Doviak by Deed dated August 12, 1970 and recorded in Bradford County Deed Book 603 at page 483, October 2, 1970.

CONTAINING 3.45 acres, more or less, as per plat of Survey No. 10962 dated March 1991. Said survey was approved as a subdivision by the Bradford County Planning Commission on June 18, 1991, and recorded with the Register and Recorder of Bradford County, Pennsylvania, on June 18, 1992, to Map No. 3865, Drawer 23, Map 67.

UNDER AND SUBJECT to the ultimate width of right-of-way of any public highways, roads, or streets, all public utility rights-of-way, whether or not of record, as well as to any and all easements or rights-of-way visible upon the said premises hereby conveyed or affecting the same as a matter of record.

CONTINUED

BK 231 PG 0601

So far as the Grantors are aware, no hazardous waste is presently being disposed or has ever been disposed on the above described property by the Grantors or any other party.

Title not searched.

Grantor agrees to pay the 1991 Real Estate Taxes outstanding as of this date. Grantor further agrees to save and hold harmless grantees from any liability including cost and attorneys fees which may result from grantor's failure to do so.

#	9967
10-23-92 13:40EILEEN 001 50507	
REC OF DEEDS	\$13,00
STATE .50	\$0,50
NE BRADFORD	\$22,50
WINDHAM TWP	\$22,50
CASH	\$58,50

#	9967
10-23-92 13:40EILEEN 001 50508	
STATE R.T.T.	\$45,00
CHK	\$45,00
PAY TO THE ORDER OF	
DEPARTMENT OF REVENUE	
BUR OF IND. TAXES	
TOWANDA, PA/BRADFORD	
CHK	\$45,00
10-23-92 13:40EILEEN 001 50508	

And the said Grantor Will Warrant Generally

the property hereby conveyed

In Witness Whereof, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

William T. Doviak  
William T. Doviak



Commonwealth of Pennsylvania  
County of Bradford

ss.

On this, the 10th day of March A. D. 1992, before me a Notary Public appeared William T. Doviak the undersigned Officer, personally

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.

Rose M. Powers

Notary Public

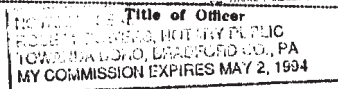
Commonwealth of Pennsylvania  
County of

ss.

On this, the day of A. D. 19, before me the undersigned officer, personally

known to me, (or satisfactorily proven) to be the person whose name 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.



Title of Officer

State of  
County of

} ss.

On this, the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me  
appeared \_\_\_\_\_ the undersigned officer, personally

known to me, (or satisfactorily  
proven) to be the person whose name \_\_\_\_\_ 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.

Title of Officer

I Hereby Certify, that the precise residence of the Grantee s is 18 Butterfly  
Lane, Levittown, PA 19054.

Duvall, Reuter & Pruyn

Attorney for Parties

09967

Warranty Deed

Act 1909

From

WILLIAM T. DOVIK

To

MICHAEL & KATHY MIKLAS

Duvall, Reuter & Pruyn  
14 Park Street  
Towanda, PA 18848

Form No. 25B - Legal Blank Printery, Laceyville, Pa.

Commonwealth of Pennsylvania }  
County of Bradford } ss.

Recorded on this 23<sup>rd</sup> day of Oct A. D. 1992 in the  
Recorder's Office of the said County in Deed Book 231 Volume Page 601

Given under my hand and the seal of the said Office, the date above written.

Shirley Rockefeller

Recorder



# 59-036.00-089

# This Deed,

RECORDED  
BRADFORD COUNTY  
95 JUN 19 PM 11:16  
12:32

SHARLENE W. TELLER  
RECORDER

Made the 5<sup>th</sup> day of June  
Lord one thousand nine hundred and NINETY-FIVE (1995)

Between WILLIAM DOVIK, unmarried, of R.D. #1, Box 1232, Smithville Road,  
Bordentown, New Jersey 08505-----GRANTOR

AND

LYNN A. BASSETT of R.R. #3, Box 3184A, Rome, Pennsylvania 18837---GRANTEE

Witnesseth, that in consideration of FOUR THOUSAND SIX HUNDRED EIGHTY-FIVE  
and NO/100-----(\$4,685.00)-----Dollars,  
in hand paid, the receipt whereof is hereby acknowledged; the Grantor does  
hereby grant and convey to the said Grantee, his Heirs and Assigns,

All that certain lot, piece or parcel of land, lying and  
being situate in the TOWNSHIPS OF ROME AND WINDHAM, County of  
Bradford, and Commonwealth of Pennsylvania, bounded and  
described as follows:

BEGINNING in the center of Township Road #758, said  
beginning point being the Southeast corner of the lands herein  
described. Said beginning point also being located at a point  
where a run passes underneath Township Road #758. Said run  
running in a Westerly direction from Trout Brook. Thence from  
said beginning point, North 86° 56' 45" West 23.63 feet to the  
West side of Township Road #758; thence along the line of  
other lands of William Doviak and the run, North 56° 04' 17"  
West 45.38 feet; thence North 47° 29' 22" West 98.86 feet;  
thence North 82° 48' 09" West 102.52 feet; thence South 70°  
15' 18" West 101.62 feet; thence South 84° 48' 10" West 107.38  
feet to a point in the center of said run, and the East line  
of lands now or formerly of Randall Milner. Thence along a  
fence line and found blazed line, and the East line of lands  
now or formerly of Randall Milner and Wayne Grams, now or for-  
merly, and also from Rome Township into Windham Township,  
North 19° 20' 01" West 1073.63 feet to the center of Township  
Road #758. Thence along the center line of said Township Road  
and along other lands of William Doviak, the following courses  
and distances: (1) South 57° 26' 38" East 156.7 feet; (2)  
South 61° 07' East 121.58 feet; (3) South 64° 40' 01" East  
70.72 feet; (4) South 65° 46' 17" East 149.15 feet; (5) South  
61° 25' 54" East 67.83 feet; (6) South 53° 56' 44" East 46.42  
feet; (7) South 41° 50' 36" East 41.16 feet; (8) South 35° 07'  
48" East 49.4 feet; (9) South 28° 12' 46" East 120.82 feet;  
(10) South 31° 54' 03" East 64.57 feet; (11) South 34° 41' 59"  
East 99.85 feet; (12) South 26° 09' 02" East 71.08 feet; (13)  
South 11° 41' 33" East 67.21 feet; (14) South 0° 23' 15" East  
114.08 feet; (15) South 2° 22' 22" West 117.4 feet; (16) South  
2° 44' 08" East 52.55 feet; (17) South 11° 40' 28" East 54.2  
feet, to the point and place of beginning.

CONTAINING 9.37 acres of land, be the same more or less.

Being the same premises depicted on a plot of Survey of  
George K. Jones and Associates, dated January, 1995, Survey  
#10962-2.

BK 327PG0007

BK 327PG0008

EXCEPTING AND RESERVING from the herein described premises, the following adverse conveyances:

1. Deed from William T. Doviak to Michael and Kathy Miklas, dated March 10, 1992 and recorded October 2, 1992, in Bradford County Record Book 231 at Page 601, containing 3.45 acres.
2. Deed from William Doviak to Dennis J. Milner and Diane K. Milner, his wife, dated September 27, 1994 and recorded September 27, 1994 in Bradford County Record Book 304 at Page 426, containing 15 acres.
3. Right-of-way: Joseph and Mary Kadar to Pennsylvania Electric Company, dated May 29, 1961 and recorded August 29, 1961 in Bradford County Deed Book 557 at Page 29.

Subdivision approval was obtained from the Bradford County Planning Commission on May 11, 1995 and filed to #95-0065.

AND BEING a portion of the premises conveyed by William Doviak and Josephine Doviak, his wife, to William T. Doviak, by Deed dated August 12, 1970 and recorded October 2, 1970 in Bradford County Deed Book 603 at Page 483.



BK 327PG0010

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this, the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me the undersigned officer, personally appeared

\_\_\_\_\_ known to me, (or satisfactorily proven) to be the person whose name 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.

Title of Officer

I Hereby Certify, that the precise residence of the Grantee

\_\_\_\_\_ GRIFFIN, DAWSEY & DEPAOLA, P.C.

Attorney for Parties

Warranty Deed

Act 1909

From

WILLIAM DOVIK, unmarried,

To

LYNN A. BASSETT

L & D-

50  
13.65  
146.85  
46

Commonwealth of Pennsylvania }  
County of Bradford } ss.

Recorded on this 19 day of June A.D. 1995, in the Recorder's Office of the said County in Deed Book 327 Volume — Page 7

Given under my hand and the seal of the said Office, the date above written.

Shirley Rockefeller Recorder

37430  
37444

*Corrective Deed*

# This Deed

RECORDED  
BRADFORD COUNTY  
96 SEP 14 10:09 AM  
SHIRLEY ROCKEFELLER  
RECORDER

Made the 19th day of August in the year of our Lord one thousand nine hundred and NINETY-SIX (1996),

Between WILLIAM DOVIAK, unmarried, of R. D. #1, Box 1232, Smithville Road, Bordentown, New Jersey, 08505 ----- GRANTOR

A N D

LYNN A. BASSETT, of R. R. #3, Box 3184A, Rome, Pennsylvania 18837 ----- GRANTEE

DEED # 7032  
09-04-96 141047UDY 12531  
RECORDER DEB \$15.00  
STATE .50 \$0.50  
CA \$15.50

Witnesseth, that in consideration of ONE DOLLAR (\$1.00), and other good and valuable considerations -----XXXXXXXXXXXXXXXXXXXX in hand paid, the receipt whereof is hereby acknowledged; the Grantor do es hereby grant and convey to the said Grantee his Heirs and Assigns,

All that certain lot, piece or parcel of land situate, lying and being in the TOWNSHIPS OF ROME and WINDHAM, County of Bradford, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING in the center of Township Road #758, said beginning point being the Southeast corner of the lands herein described. Said beginning point also being located at a point where a run passes underneath Township Road #758. Said un running in a Westerly direction from Trout Brook. Thence from said beginning point, North 86 degrees 56 minutes 45 seconds West 23.63 feet to the West side of Township Road #758; thence along the line of other lands of William Doviak and the run, North 56 degrees 04 minutes 17 seconds West 45.38 feet; thence North 47 degrees 29 minutes 22 seconds West 98.86 feet; thence North 82 degrees 48 minutes 09 seconds West 102.52 feet; thence South 70 degrees 15 minutes 18 seconds West 101.62 feet; thence South 84 degrees 48 minutes 10 seconds West 107.38 feet to a point in the center of said run, and the East line of lands now or formerly of Randall Milner. Thence along a fence line and found blazed line, and the East line of lands now or formerly of Randall Milner and Wayne Grams, now or formerly and also from Rome Township to Windham Township, North 19 degrees 20 minutes 01 second West 1073.63 feet to the center of Township Road #758. Thence along the center line of said Township Road and along other lands of William Doviak, the following courses and distances: (1) South 57 degrees 26 minutes 38 seconds East 156.7 feet; (2) South 61 degrees 07 minutes East 121.58 feet; (3) South 64 degrees 40 minutes 01 second East 70.72 feet; (4) South 65 degrees 46 minutes 17 seconds East 149.15 feet; (5) South 61 degrees 25 minutes 54 seconds East 67.83 feet; (6) South 53 degrees 56 minutes 44 seconds East 46.42 feet; (7) South 41 degrees 50 minutes 36 seconds East 41.16 feet; (8) South 35 degrees 07 minutes 48 seconds East 49.4 feet; (9) South 28 degrees 12 minutes 46 seconds East 120.82 feet; (10) South 31 degrees 54 minutes 03 seconds East 64.57 feet; (11) South 34 degrees 41 minutes 59 seconds East 99.85 feet; (12) South 26 degrees 09 minutes 02 seconds East 71.08 feet; (13) South 11 degrees 41 minutes 33 seconds East 67.21 feet; (14) South 0 degrees 23 minutes 15 seconds East 114.08 feet; (15) South 2 degrees 22 minutes 22 seconds West 117.4 feet; (16) South 2 degrees 44 minutes 08 seconds East 52.55 feet; (17) South 11 degrees 40 minutes 28 seconds East 54.2 feet to the point and place of beginning. CONTAINING 9.37 acres of land, be the same more or less.

(CONTINUED)

(DESCRIPTION CONTINUED)

BEING the same premises depicted on a plot of Survey of George K. Jones & Associates, dated January 1995, Survey #10962-2.

EXCEPTING AND RESERVING from the herein described premises a right-of-way from Joseph and Mary Kadar to Pennsylvania Electric Company, dated May 29, 1961, and recorded August 29, 1961, in Bradford County Deed Book 557, at Page 29.

Subdivision approval was obtained from the Bradford County Planning Commission on May 11, 1995, and filed to #95-0065.

BEING the same premises conveyed by William Doviak, unmarried, to Lynn A. Bassett, by deed dated June 5, 1995, and recorded June 19, 1995, in Bradford County Record Book 327, Page 0007.

THIS IS A CORRECTIVE DEED, the sole purpose of same being to remove the reference to 2 adverse conveyances, listed as (1) and (2) in the "EXCEPTING AND RESERVING" paragraph in the original deed of conveyance from Doviak to Bassett, Book 327, Page 0007. These conveyances were recorded prior to the hereinabove referred to survey, and therefore, should not be listed.

Due to the above, there are no Pennsylvania transfer taxes are due and owing on the herein conveyance.

And the said Grantor Will Warrant GENERALLY,

the property hereby conveyed

In Witness Whereof, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

William Doviak (William Doviak)

Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal

STATE OF NEW JERSEY

County of Burlington ss.

On this, the 19th day of August, A. D. 19 96, before me a Notary Public R. Somany Kelly the undersigned Officer, personally appeared WILLIAM DOVIAK, unmarried,

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.

Rosemary Kelly Notary Public of New Jersey My Comm. Expires 08-15-1998 Title of Officer

Commonwealth of Pennsylvania } ss. County of

On this, the day of A. D. 19 , before me the undersigned officer, personally appeared

known to me, (or satisfactorily proven) to be the person whose name 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.

Title of Officer

State of  
County of

ss.

On this, the  
appeared

day of

A.D. 19 , before me  
the undersigned officer, personally

known to me, (or satisfactorily  
proven) to be the person whose name 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.

Title of Officer

I Hereby Certify, that the precise residence of the Grantee

Attorney for Grantee

07312

Warranty Deed

Act 1909

From

WILLIAM DOVIK

To

LYNN A. BASSETT

Handwritten notes and signatures in the right margin.

Form No. 25B - Legal Blank Printery, Laceyville, Pa.

Commonwealth of Pennsylvania }  
County of Bradford } ss.

Recorded on this 4<sup>th</sup> day of Sept. A. D. 1996, in the  
Recorder's Office of the said County in <sup>RECORD</sup> Deed-Book 369 Volume Page 137

Given under my hand and the seal of the said Office, the date above written.

Berley Rockefeller Recorder



REV-103 EX (12-89)

STATE OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
DEPT. 280603  
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	369
Page Number	137
Date Recorded	9-4-96

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) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name: Helen R. Vanston Telephone Number: \_\_\_\_\_  
 Street Address: 800 Main Street, Towanda City: \_\_\_\_\_ State: PA Zip Code: 18848  
 Area Code (717) 265-5755

**B TRANSFER DATA**

Date of Acceptance of Document: 9/4/96  
 Grantor(s)/Lessor(s): William Doviak Grantee(s)/Lessee(s): Lynn A. Bassett  
 Street Address: R.D.# 1, Box 1232 Street Address: RR # 3, Box 3184A  
 City: Bordentown, NJ Zip Code: 08505 City: Rome, PA Zip Code: 18837

**C PROPERTY LOCATION**

Street Address: \_\_\_\_\_ City, Township, Borough: Rome and Windham Townships  
 County: Bradford School District: \_\_\_\_\_ Tax Parcel Number: 59-036.00-089-003

**D VALUATION DATA**

1. Actual Cash Consideration <u>\$1.00</u>	2. Other Consideration <u>+ 0</u>	3. Total Consideration <u>= \$1.00</u>
4. County-Assessed Value <u>\$5,150.00</u>	5. Common Level Ratio Factor <u>x 2.28</u>	6. Fair Market Value <u>= \$11,742.00</u>

**E EXEMPTION DATA**

1a. Amount of Exemption Claimed <u>100%</u>	1b. Percentage of Interest Conveyed <u>100%</u>
--	--

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
- Corrective deed (Attach copy of the prior deed).
- Statutory corporate consolidation, merger or division. (Attach copy of articles).
- Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_

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: Helen Vanston Date: 9/4/96  
 BK 369PG0141

(SEE REVERSE)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(NONCOAL/INDUSTRIAL MINERALS)**

(I) (We), the undersigned, being the owner(s) of 2.40 acres of land  
located in WINDHAM Bradford County, as described  
(Township, Borough, City)

in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) 59-036-00-089  
and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which  
Book 603 pg 443

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES. Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator, his heirs, executors, administrators, successors, transferees, and assigns and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), and for a period of five (5) years after the termination, completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Noncoal Surface Mining Conservation and Reclamation Act and The Clean Streams, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 12th day of October 2000 (year)

William David  
LANDOWNER (Signature) William David (Print Name)

By: \_\_\_\_\_  
(Signature) (Seal)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

SHIRLEY ROCKEFELLER  
REGISTER AND RECORDER  
BRADFORD COUNTY, PA  
Pennsylvania

INSTRUMENT NUMBER  
200101016

RECORDED ON  
Jan 23, 2001  
10:52:36 AM

RECORDING FEES - \$15.00  
REORDER OF DEEDS \$5.00  
IN CERTIFICATIONS \$0.50  
STATE WRIT TAX \$1.00  
COUNTY ARCHIVES FEE \$1.00  
BOOK ARCHIVES FEE \$22.50  
TOTAL

CUSTOMER  
MICHAEL NICKLAS

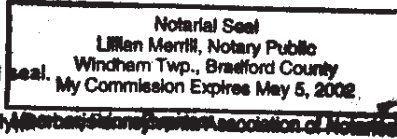
ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LANDOWNER

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_ ss

On October 12, 2001 before me, the undersigned Notary, personally appeared William Doviak

(Name (s)) known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he (he, she or they) executed the same and desires it to be recorded.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal. (SEAL) Lillian Merrill Notary Public

My Commission Expires May 5, 2002 (Date)

LANDOWNER

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_ ss

On \_\_\_\_\_ before me, the undersigned Notary, personally appeared

(Name (s)) known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that \_\_\_\_\_ (he, she or they) executed the same and desires it to be recorded.

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

(SEAL) \_\_\_\_\_ My Commission Expires: \_\_\_\_\_ (Date)
Notary Public

ACKNOWLEDGEMENT OF CORPORATIONS

LANDOWNER

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_ ss

On \_\_\_\_\_ before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ (Title of Person)
(Name of Corporation)

corporation, and that (she) (he), as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation and desires that this instrument be recorded.

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

(SEAL) \_\_\_\_\_ My Commission Expires: \_\_\_\_\_ (Date)
Notary Public

This instrument has been recorded in \_\_\_\_\_
County, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_
(year), at Book \_\_\_\_\_, Page(s) \_\_\_\_\_

(Signed) + (Print Name)

(Seal)



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

DEP USE ONLY
Date Received
Permit Number

PERMIT APPLICATION  
FOR SMALL NONCOAL (INDUSTRIAL MINERAL)  
SURFACE MINE

Before completing this form, read the step-by-step instructions provided with this Permit Application Package.

SECTION A. APPLICANT INFORMATION		
Applicant Name: <u>MICHAEL A MICKIAS</u>	Mailing Address: <u>RR 3 Box 3184</u> <u>Rome PA</u> <u>18637</u>	
Telephone Number: <u>570 247-7291</u>		
License Number:	Subcontractor: Will a subcontractor mine the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No List the name and mining license number if applicable.	
SECTION B. DESCRIPTION OF ACTIVITY		
Mine Name: <u>Stony Lonesome</u>	Mineral(s) Mined: <u>Flng stone</u>	
Type of Mining: <input type="checkbox"/> Bank <input type="checkbox"/> Pit <input checked="" type="checkbox"/> Quarry <input type="checkbox"/> Strip <input type="checkbox"/> Other		
SECTION C. SITE INFORMATION		
Receiving Stream:	Total Acres To Be Affected By Mining Activities: <u>3 ACRES</u>	USGS Quad:
Tributary to:	Total Acres To Be Authorized For Mining (Extraction): (5 Acre Maximum) <u>3</u>	Location: Distance in inches from Upper Right Hand Corner of the 7 1/2 minute USGS Quad: South: _____ West: _____
Depth of Mining: Topsoil/subsoil: <u>1 ft</u> ft. Overburden: <u>4</u> ft. Mineral Mined: _____ ft. TOTAL DEPTH: _____ ft.	Maximum Annual Production For This Site: <input checked="" type="checkbox"/> 2,000 tons <input type="checkbox"/> 10,000 tons Acres to be Bonded: <u>1</u>	County: <u>BRADFORD</u> Municipality: <u>WINDHAM</u>
Name and Address of Landowner(s):  (Attach additional sheet if necessary)	Blasting: Will blasting be conducted at this operation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A blast plan must be submitted and approved prior to any blasting. The blast plan form is available from DEP District Mining Offices.	
Erosion Control Measures: Complete the Erosion Control Plan on Exhibit I or provide an alternate erosion control plan.	Groundwater: Will this operation encounter groundwater? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
Revegetation Plan: <input type="checkbox"/> Grasses/Legumes <input checked="" type="checkbox"/> Trees/Shrubs <input type="checkbox"/> Other _____ Complete the Revegetation Schedule on Exhibit I.	Type of Reclamation: <input checked="" type="checkbox"/> Approximate Original Contour <input type="checkbox"/> 35° Terrace <input type="checkbox"/> Other (specify) _____	
Onsite Processing Activities: Will processing activities be performed on this site? <input type="checkbox"/> Yes <input type="checkbox"/> No Check applicable box or boxes <input type="checkbox"/> crushing <input checked="" type="checkbox"/> sorting <input checked="" type="checkbox"/> cutting or shaping <input type="checkbox"/> screening <input type="checkbox"/> washing/cleaning <input type="checkbox"/> other _____	Fugitive Dust Control <input type="checkbox"/> Periodic watering as needed <input checked="" type="checkbox"/> Maintain low speeds on haulroads <input type="checkbox"/> Other (specify) _____	

SECTION C. (continued)

Attach either three (3) clear copies of an aerial photo (e.g. Farm Services Bureau, 1" = 660' or other appropriate scale) or three (3) 7 1/4 minute USGS quadrangle map blow-ups (scale 1" = 100') showing the limits of the proposed surface mine site, the area of mineral extraction, and haulroads.

Provide two (2) original 7 1/4 minute USGS maps showing the location of the proposed surface mine site including haulroads.

Provide Consent of Landowner Forms "Supplemental C" for each affected property.

Land plot

A reclamation bond for the proposed permit area must be provided prior to DEP approval of a permit.

Is the proposed permit area within any of the following:

- | YES                      | NO                                  |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within 100 feet (30.48 meters) of the outside line of right-of-way of a public highway.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within 300 feet (91.44 meters) of an occupied dwelling, house or commercial or industrial building, unless released by the owner thereof. (Attach the notarized waiver by the current owner) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within 300 feet (91.44 meters) of a public building, school or community or institutional building.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within 300 feet (91.44 meters) of a public park.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within 100 feet (30.48 meters) of a cemetery.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within 100 feet (30.48 meters) of the bank of a perennial or intermittent stream.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Within 125 feet (38.1 meters) of an oil or gas well.   |

If the answer to any of the above is 'yes', the applicant must demonstrate compliance with §77.504 (distance limitations) of DEP regulations. Please contact the DEP District Mining Office for information.

SECTION D. CERTIFICATION

I hereby certify that the information provided in this application is true and correct; that I have the right to remove the mineral; and that the surface mining activities will be conducted in accordance with this application, the authorizing permit, the Noncoal Surface Mining Conservation and Reclamation Act (NSMCRA) and the Clean Streams Law (CSL) and applicable regulations.

Affix Corporate Seal when applicable

Applicant Name MICHAEL A MICKLAS  
(type or print)

Applicant Signature (or Responsible Official) Michael A Micklas Date \_\_\_\_\_

Production Certification (Small Noncoal Licensee only)

I certify that the total combined production yearly from all my noncoal (industrial mineral) operations will be less than 2,000 tons (1,814 metric tons).

Applicant Signature (or Responsible Official) Michael A Micklas Date \_\_\_\_\_

AFFIDAVIT:

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_ (month) \_\_\_\_\_ (year)

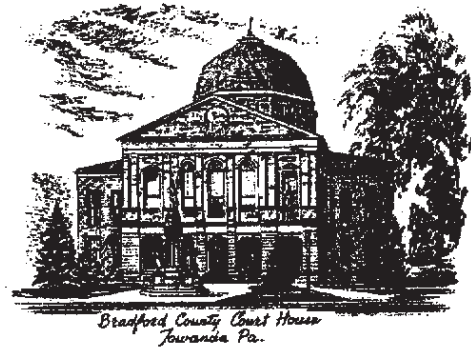
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

**BRADFORD COUNTY RECORDER OF DEEDS  
REGISTER OF WILLS  
CLERK OF ORPHANS' COURT**

**SHIRLEY ROCKEFELLER - RECORDER  
301 MAIN STREET  
TOWANDA, PA 18848**

**CINDY BLOKZYL - CHIEF DEPUTY**



**Instrument Number - 201015436**

**Recorded On 7/14/2010 At 9:15:43 AM**

**\* Total Pages - 3**

**\* Instrument Type - QUARRY LEASE**

**Invoice Number - 291640**

**\* Grantor - COMMONWEALTH OF PENNSYLVANIA DEPT OF ENVIRONMENTAL PROTECTION**

**\* Grantee - HAAS, EUGENE M**

**\* Customer - GLENN O HAWBAKER**

**\* FEES**

STATE WRIT TAX	\$0.50
PIN CERTIFICATIONS	\$5.00
RECORDING FEES - RECORDER OF DEEDS	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$23.50

**This is a certification page**

**DO NOT DETACH**

**This page is now part  
of this legal document.**

**RETURN DOCUMENT TO:**

**GLENN O HAWBAKER**

*P.O. Box 450  
Wyalusing PA 18853*

**I hereby CERTIFY that this document is  
recorded in the Recorder's Office of  
Bradford County, Pennsylvania.**



*Shirley Rockefeller*

**RECORDER OF DEEDS  
Register of Wills  
Clerk of Orphans Court**

**\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.**

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING AND RECLAMATION

APPL. NO. (Department Use Only)

**CONTRACTUAL CONSENT OF LANDOWNER  
(NONCOAL/INDUSTRIAL MINERALS)**

(I) (We), the undersigned, being the owner(s) of 241 acres of land located in Windham, Orwell and Rome Townships, Bradford County, as described (Township, Borough, City) in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) 200701924 59-03610-089 and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Glenn O. Hawbaker, Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator, his heirs, executors, administrators, successors, transferees, and assigns and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), and for a period of five (5) years after the termination, completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Noncoal Surface Mining Conservation and Reclamation Act and The Clean Streams, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner.

~~(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)~~

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 24TH day of JUNE, 2016 (year)

X *Eugene M. Haas*  
LANDOWNER

Eugene M. Haas  
(Print Name)

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

18

LANDOWNER

STATE OF New Jersey  
COUNTY OF Burlington

ss

On June 24, 2010 before me, the undersigned Notary, personally appeared

Eugene M. Haas

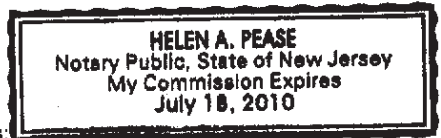
(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he  
executed the same and desires it to be recorded. (he, she or they)

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

(SEAL)

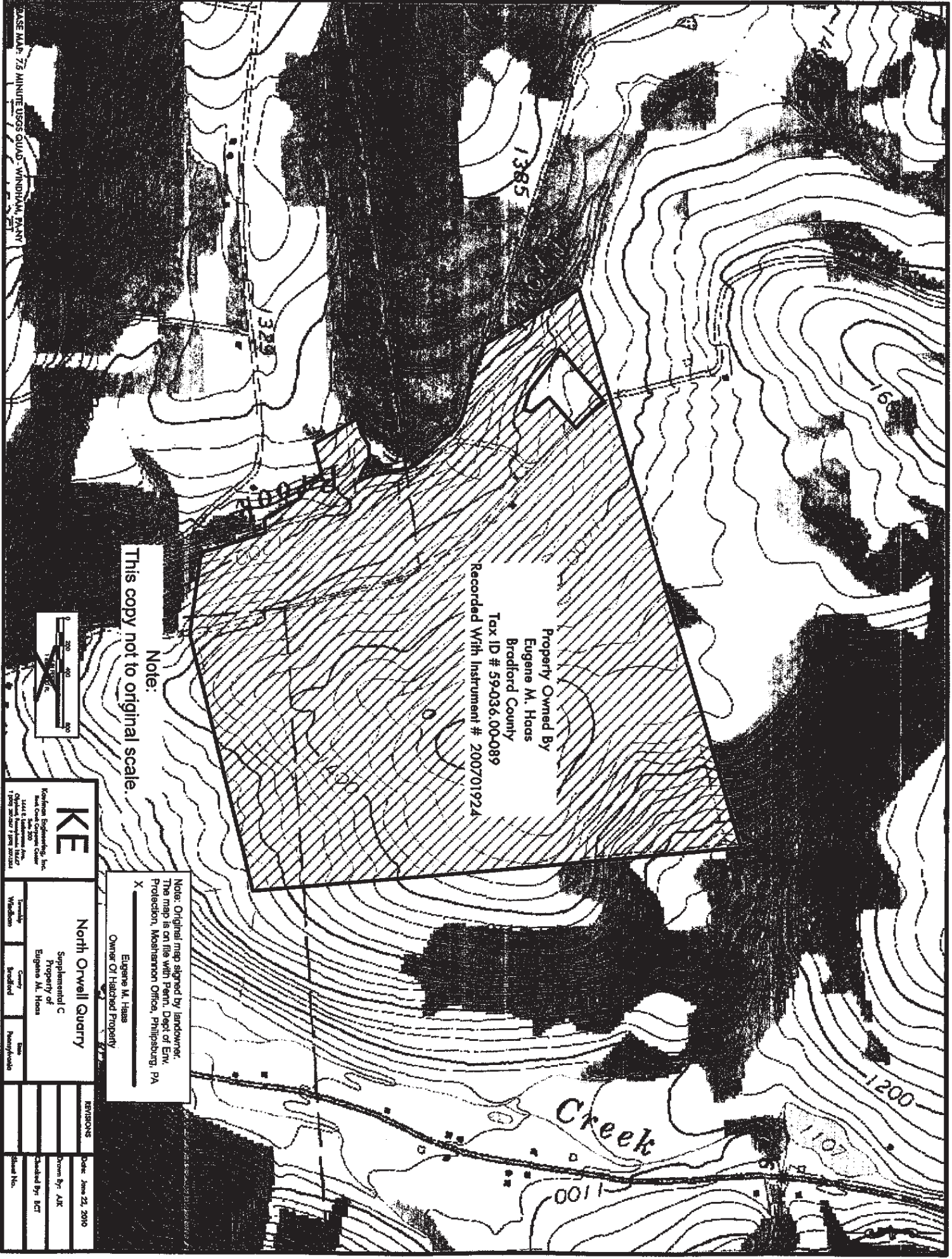
Helena Pease  
Notary Public



My Commission Expires:

(Date)





Property Owned By  
Eugene M. Haas  
Bradford County  
Tax ID # 59-036,00-089  
Recorded With Instrument # 200701924

This copy not to original scale.

Note:



Note: Original map signed by landowner.  
The map is on file with Penn. Dept. of Env.  
Protection, Moshannon Office, Philipsburg, PA

X Eugene M. Haas  
Owner Of Hatched Property

**KE**  
Kofron Engineering, Inc.  
Land Cost-Engineer Center  
1644 E. Williams Ave.  
P.O. Box 1000  
Philipsburg, PA 17862

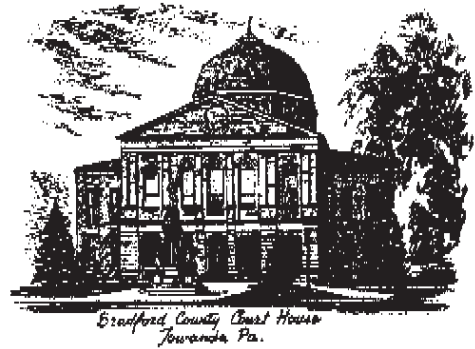
**North Orwell Quarry**  
Supplemental C  
Property of  
Eugene M. Haas

REVISIONS	Date	Drawn By	Checked By	Drawing No.
	June 21, 2010	AK	AK	

**BRADFORD COUNTY RECORDER OF DEEDS  
REGISTER OF WILLS  
CLERK OF ORPHANS' COURT**

**SHIRLEY ROCKEFELLER - RECORDER  
301 MAIN STREET  
TOWANDA, PA 18848**

**CINDY BLOKZYL - CHIEF DEPUTY**



**Instrument Number - 201114562**

**Recorded On 5/23/2011 At 12:49:07 PM**

**\* Total Pages - 4**

**\* Instrument Type - QUARRY LEASE**

**Invoice Number - 325721**

**\* Grantor - COMMONWEALTH OF PENNA DEPT OF ENVIRONMENTAL PROTECTION**

**\* Grantee - GLENN O HAWBAKER INC**

**\* Customer - jGLENN HAWBAKER**

**\* FEES**

STATE WRIT TAX	\$0.50
PIN CERTIFICATIONS	\$5.00
RECORDING FEES - RECORDER OF DEEDS	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$23.50

**This is a certification page**

**DO NOT DETACH**

**This page is now part  
of this legal document.**

**RETURN DOCUMENT TO:**

**jGLENN HAWBAKER  
RT 6 WYALUSING CREEK PLAZA  
WYALUSING, PA 18853**

**I hereby CERTIFY that this document is  
recorded in the Recorder's Office of  
Bradford County, Pennsylvania.**



*Shirley Rockefeller*

**RECORDER OF DEEDS  
Register of Wills  
Clerk of Orphans Court**

**\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.**

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### CONTRACTUAL CONSENT OF LANDOWNER (NONCOAL/INDUSTRIAL MINERALS)

(I) (We), the undersigned, being the owner(s) of 241 acres of land located in Windham, Orwell and Rome Townships, Bradford County, as described (Township, Borough, City)

in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) 200701924 59-036.00-089 and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Glenn O. Hawbaker, Inc.

(Name of Mining Operator)

proposes to engage in surface mining activities for which application for permit will be made to the Department of Environmental Protection and of which application this consent will be made a part, **DO HEREBY ACKNOWLEDGE THAT THE MINING OPERATOR HAS THE RIGHT TO ENTER UPON AND USE THE LAND FOR THE PURPOSES OF CONDUCTING SURFACE MINING ACTIVITIES.** Furthermore, (I) (We), the undersigned, do hereby irrevocably grant to the mining operator, his heirs, executors, administrators, successors, transferees, and assigns and to the Commonwealth of Pennsylvania, the right to enter upon the aforesaid land before beginning the mining activity(ies), and for a period of five (5) years after the termination, completion or abandonment of the mining activity(ies) for the purposes of inspecting, studying, backfilling, planting and reclaiming the land and abating pollution in accordance with the provisions of the Noncoal Surface Mining Conservation and Reclamation Act and The Clean Streams, as amended, rules and regulations promulgated thereunder, and the provisions of permit(s) issued to the Mining Operator. (I) (We) do hereby grant in addition to the Commonwealth, for the aforesaid period of time, a right of entry across any adjoining or contiguous lands owned by (us) (me) in order to have access to the land described herein. It is specifically agreed and understood that this contractual consent gives the Commonwealth the right to enter, inspect, study, backfill, plant and reclaim the land and abate pollution therefrom as a matter within the police power but does not obligate the Commonwealth to do so, and does not constitute any ownership interest by the Commonwealth in the aforesaid land.

This Consent shall not be construed to impair any contractual agreement between the Mine Operator and the landowner

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 26TH day of MARCH, 2011 (year)

EUGENE N. HAAS  
LANDOWNER (Print Name)

By: [Signature]  
(Signature) (Seal)

EUGENE N. HAAS  
(Print Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LANDOWNER

STATE OF NJ  
COUNTY OF BURLINGTON

SS

On MARCH 25, 2011, before me, the undersigned Notary, personally appeared  
EUGENE M. HAAS

(Name (s))

known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument, and who acknowledged that he  
(he, she or they)  
executed the same and desires it to be recorded.

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

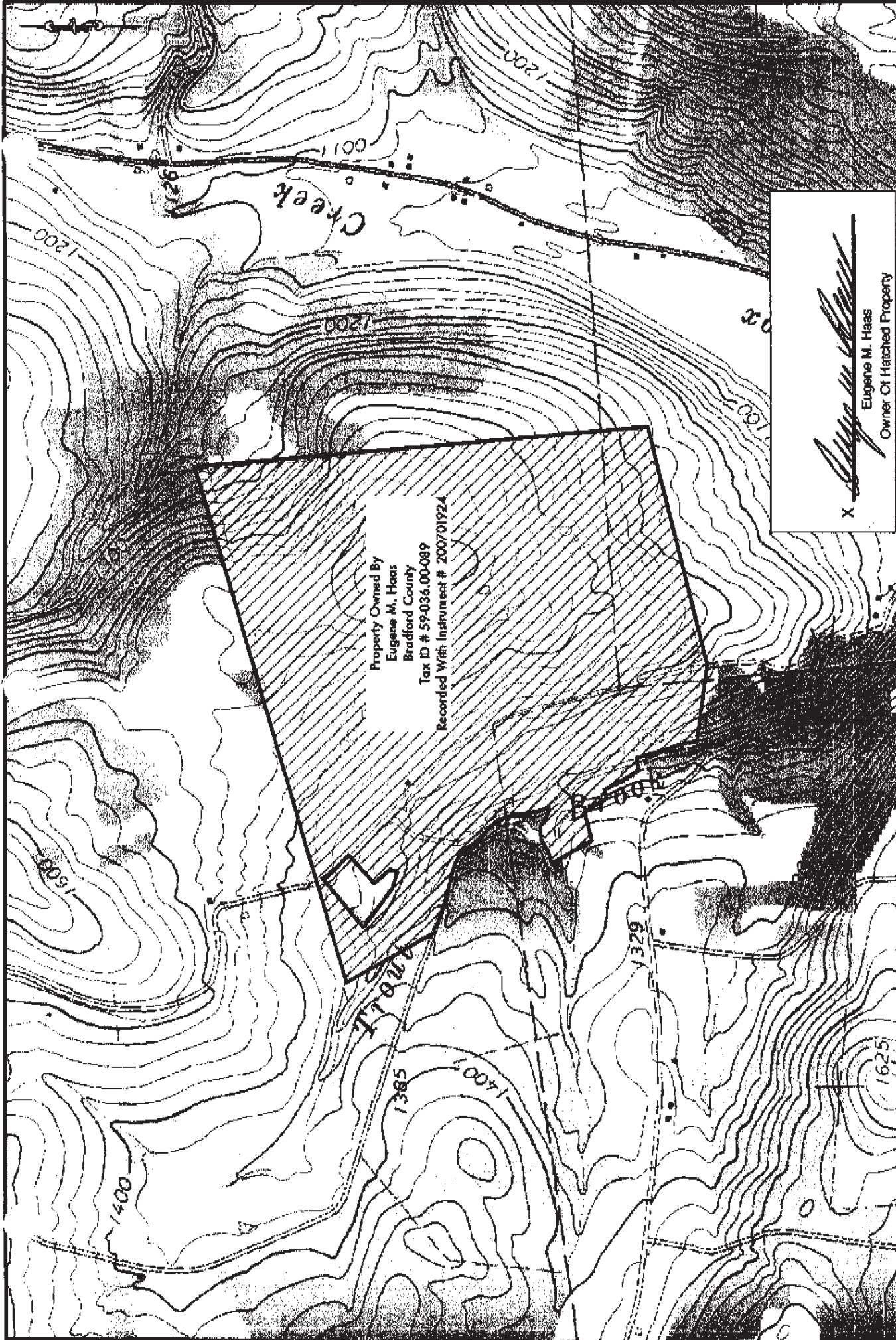
(SEAL) Helena Pease  
Notary Public

HELEN A. PEASE  
Commission # 2331617  
Notary Public, State of New Jersey  
My Commission Expires: July 18, 2015

This instrument has been recorded in \_\_\_\_\_  
County, Pennsylvania, this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_(year), at Book \_\_\_\_\_, Page(s) \_\_\_\_\_

\_\_\_\_\_  
(Signed) + (Print Name)

\_\_\_\_\_  
(Seal)



Property Owned By  
 Eugene M. Haas  
 Bradford County  
 Tax ID # 59-036.00-089  
 Recorded With Instrument # 200701924

X *Eugene M. Haas*  
 Eugene M. Haas  
 Owner Of Hatched Property

REVISIONS	Date: March 22, 2011
	Drawn By: A.K.
	Checked By: BCT
	Sheet No.

North Orwell Quarry Supplemental C Property of Eugene M. Haas		County Bradford	State Pennsylvania
Township Windham			

**KE**  
 Kaufman Engineering, Inc.  
 Tech-Cad Computer Center  
 Suite 300  
 1444 E. Independence Ave.  
 Chambersburg, PA 17003  
 717.261.1111



BASE MAP: 7.5 MINUTE USGS QUAD - WINDHAM, PAINT

BR 1304060426  
**This Deed**

RECORDED  
BRADFORD COUNTY  
94 SEP 21 AM 1:8  
SHIRLEY ROCKWELL  
RECORDER

Made the 27 th day of SEPTEMBER in the year of our  
Lord one thousand nine hundred and ninety-four (1994)

Between WILLIAM DOVIAK, of R. R. Box 1242, Smithville Road, Bordentown,  
New Jersey 08505 ----- GRANTOR

AND

DENNIS J. MILNER AND DIANE K. MILNER, his wife, of RR # 3, Box 3171  
Rome, Bradford County, Pennsylvania ----- GRANTEES

Witnesseth, that in consideration of  
FOUR THOUSAND (\$4,000.00) ----- Dollars,  
in hand paid, the receipt whereof is hereby acknowledged; the Grantor do es  
hereby grant and convey to the said Grantee s their Heirs and Assigns,  
as tenants by the entireties:  
All that certain lot, piece or parcel of land, situate in Orwell, Rome  
and Windham Townships, Bradford County, Pennsylvania, bounded and  
described as follows:

BEGINNING at the intersection of road leading from North Orwell  
to Parks Creek with road leading to Gleason Hill, the southwest corner  
of lands formerly of Lucy Brewer, now or formerly of DeWitt Vanderpool,  
and with the center of the Parks Creek Road to its intersection with  
road leading to Peck Hill and along the road leading from Peck Hill  
as it meanders to a corner now or late of L. L. Reynolds and of Lot  
No. 2 herein described and with the line of said Lot No. 2 to the  
center of road leading to Gleason Hill; thence along the said road  
as it meanders in a southwesterly direction to the point or place  
of beginning.

CONTAINING 15 acres, more or less.

BEING Lot No. 3 in a Deed from Joseph Kadar and Mary Kadar, his  
wife, to William Doviak and Josephine Doviak, his wife, dated August  
27, 1962, and recorded in Bradford County Deed Book 561 at Page 140.  
ALSO BEING the same premises conveyed by William Doviak and Josephine  
Doviak, his wife, to William T. Doviak, by deed dated August 12,  
1970, and recorded October 2, 1970, in Bradford County Deed Book 603  
at Page 483 .

William Doviak and William T. Doviak are one and the same  
person.

09-27-94 11:41JUDY K. J 11068  
# STATE R.T.1. \$40,000  
CHK  
PAY TO THE ORDER OF  
DEPARTMENT OF REVENUE  
BOR OF IND. TAXES  
TOMANDA, PA/BRADFORD  
\$40,000  
09-27-94 11:41JUDY K. J 01 04703  
# 10868  
09-27-94 11:40JUDY K. J 01 04702  
REC OF DEEDS \$13,500  
STATE .50 \$0.50  
WINDHAM TWP \$20.00  
NE BRADFORD \$20.00  
CASH \$53,750

And the said Grantor Will Warrant generally

the property hereby conveyed

In Witness Whereof, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of [Signature]

William Doviak William Doviak

Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal Seal

Commonwealth of Pennsylvania

County of Bradford

On this, the 27th day of September A. D. 1994, before me the undersigned Officer, personally appeared William Doviak

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.

Linda D. Hosley

Commonwealth of Pennsylvania

County of

On this, the day of appeared

Title of Officer Notarial Seal Linda D. Hosley, Notary Public Towanda Boro, Bradford County My Commission Expires Aug. 28, 1997

Member, Pennsylvania Association of Notaries A. D. 19, before me the undersigned officer, personally

known to me, (or satisfactorily proven) to be the person whose name 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.

Title of Officer

State of  
County of

} BK 304 PG0428  
} ss

On this, the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me  
the undersigned officer, personally  
appeared \_\_\_\_\_  
known to me, (or satisfactorily  
proven) to be the person whose name \_\_\_\_\_ 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.

\_\_\_\_\_  
Title of Officer

I Hereby Certify, that the precise residence of the Grantee is: RR 3, Box 3171,  
Rome, PA 18837

Griffin, Dawsey & DePaola, P.C.

Attorney for Parties \_\_\_\_\_ T.S. \_\_\_\_\_

31088

Warranty Deed

Act 1909

From

To

40-40  
B. J. J. D.

Form No. 25B - Legal Blank Printery, Laceyville, Pa.

Commonwealth of Pennsylvania }  
County of Bradford } ss.

Recorded on this 27<sup>th</sup> day of September A. D. 1994, in the  
Recorder's Office of the said County in Book 304 Volume Page 426  
Given under my hand and the seal of the said Office, the date above written.

Dorley Rockefeller Recorder