

75504

BK 1172PG520

①
to combine
the description
②
?

DEED

THIS DEED, made this 23 day of February, 2000, by and between

BRUCE ANDREW SHARP, unmarried, AND SHARP PAVING, INC., a Pennsylvania corporation, with its principal office at RD #5, Route 422, Armstrong Township, Indiana County, Pennsylvania, hereinafter referred to as "Grantors",

AND

SHARP PAVING, INC., a Pennsylvania corporation, with its principal office at RD #5, Route 422, Armstrong Township, Indiana County, Pennsylvania, hereinafter referred to as "Grantee".

NOW THIS INDENTURE WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar and No Cents (\$1.00), lawful money of the United States of America, to them paid by the Grantee at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, does grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the following described property:

ALL that certain piece, parcel or tract of land situate in the Township of Armstrong, County of Indiana and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center line of State Highway Route No. 422 leading from Indiana to Shelocta, at corner of lands now or formerly of William Cessna; thence by the center line of State Highway Route No. 422, South 42° 15' 00" East, a distance of 744.70 feet to a point; thence along line of lands now or formerly of J.Q. Smith, which line extends through a stake located 28.70 feet from the center line of State Highway Route No. 422, South 43° West, a distance of 537.07 feet to a pin; thence through lands of the grantor, Bruce Andrew Sharp, being conveyed by deed of even date herewith to Darryl I. Messinger, the following courses and distances: North 22° 18' 53" West, a distance of 183.54 feet to a pin; thence North 33° 31' 40" East, a distance of 121.25 feet to a pin; thence North 31° 54' 35" West, a distance of 208.65 feet to a pin; thence South 75° 09' 04" West, a distance of 27.05 feet to a point; thence through lands of the grantor, Sharp Paving, Inc., being conveyed by deed of even date herewith to Darryl I. Messinger, South 75° 09' 04" seconds West, a distance of 120.85 feet to a point; thence through lands of the grantor, Bruce Andrew Sharp, being conveyed by deed of even date herewith to Darryl I. Messinger, South 75° 09' 04" seconds West, a distance of 114.48 feet to a pin; thence continuing through lands of the grantor, Bruce Andrew Sharp, being conveyed by deed of even date herewith to Darryl I. Messinger, North 42° 15' 00" West, a distance of 350.49 feet to a pin on line of lands now or formerly of William Cessna; thence along line of lands now or formerly of William Cessna, North 56° 59' 59" East, a distance of 557.80 feet to a point, the place of beginning.

Being more fully shown in the Lot Additions to Sharp Paving, Inc. Plan of Lots recorded in Indiana County Plan Book Volume 7, page 139, as per survey of David E. Beale, P.L.S., dated February, 2000.

TAX MAP NO. 02.009-114.1

The purpose of this deed is to combine the descriptions of the existing parcel of land owned by Sharp Paving, Inc. containing 6.498 acres together with two additional tracts of land, being a 1.368-acre tract of land and a 0.868-acre tract of land, which are being conveyed by Bruce Andrew Sharp to Sharp Paving, Inc. by this deed, which parcels are to be adjoined to Sharp Paving, Inc.'s existing tract of land. The further purpose of this deed is to remove a small 0.068-acre triangular tract of land from the description to the Sharp Paving, Inc. tract of land, which 0.068-acre tract is being conveyed by Sharp Paving, Inc. in conjunction with a transaction between Bruce Andrew Sharp and Darryl I. Messinger by deed of even date herewith.

EXCEPTING AND RESERVING AND UNDER AND SUBJECT TO a 50-foot right-of-way for access to and from State Highway Route No. 422 and for utility lines to lands of the grantor, Bruce Andrew Sharp, being conveyed by deed of even date herewith to Darryl I. Messinger, which right-of-way is more fully bounded and described as follows:

Beginning at a point at or near the center line of State Highway Route No. 422; thence by line which extends through a stake 28.70 feet from the center line of State Highway Route No. 422 along line of lands now or formerly of J.Q. Smith South 43° West, a distance of 537.07 feet to a point; thence by a curve to the right having a radius of 50 feet, a distance of 43.96 feet to a point; thence North 86° 37' 44" West, a distance of 44.66 feet to a point; thence North 22° 18' 53" West, a distance of 55.48 feet to a point; thence South 86° 37' 44" East, a distance of 68.71 feet to a point; thence North 43° 00' 00" East, a distance of 150.00 feet to a point; thence North 43° 00' 00" East, a distance of 300 feet to a point on the center line on State Highway Route No. 422; thence South 42° 15' 00" East, at distance of 50.42 feet to a point.

The purpose of said 50-foot right-of-way is to provide access to and from State Highway Route No. 422 and lands of Bruce Andrew Sharp being conveyed by deed of even date herewith to Darryl I. Messinger, and for the further purpose of providing a right-of-way for utility lines as necessary to service remaining lands of Bruce Andrew Sharp being conveyed by deed of even date herewith to Darryl I. Messinger. Said 50-foot access and utility right-of-way shall inure to the benefit of Bruce Andrew Sharp's successor, Darryl I. Messinger and Darryl I. Messinger's heirs, successors and assigns. Said right-of-way shall be for the joint use of Darryl I. Messinger and his heirs, successors and assigns, and Sharp Paving, Inc., and its successors and assigns, and others granted use of said right-of-way, for the purpose of providing access to and from the respective lands of Darryl I. Messinger and Sharp Paving, Inc. as well as providing utility access as needed for the benefit of Darryl I. Messinger, his heirs, successors and assigns. Nothing contained herein shall prohibit the use of portions of the right-of-way by Sharp Paving, Inc. for parking so long as said parking does not interfere with or otherwise hinder Darryl I. Messinger, his heirs, successors and assigns, use of said right-of-way for access and utility purposes. Costs for maintenance of said roadway located on said right-of-way shall be shared between the parties using said roadway in proportion to their respective use of said roadway. (See attached copy of survey of David E. Beale dated February, 2000 showing location of the aforesaid 50-foot right-of-way.)

ALSO UNDER AND SUBJECT TO the terms and conditions of an existing access right-of-way agreement entered into between Larry R. Sharp, et ux. and Sharp Paving, Inc. dated June 27, 1989 and recorded in Indiana County Deed Book Volume 950, page 687.

BK 1172PG522

Sharp Paving, Inc. also grants to Bruce Andrew Sharp and his successors, Darryl I. Messinger, his heirs, successors and assigns, rights-of-way for electric, telephone and water lines at their existing locations to the same extent that they cross lands of Sharp Paving, Inc. in order to provide utility services to the existing dwelling house located on lands of Bruce Andrew Sharp being conveyed by deed of even date herewith to Darryl I. Messinger.

EXCEPTING AND RESERVING from the operation of this deed such coal, mining rights and release of damages as more fully set forth in previous deeds of record in the Office of the Recorder of Deeds of Indiana County, Pennsylvania.

ALSO SUBJECT TO such rights-of-way for electric lines and gas lines as presently exist over, under and across said premises.

EXCEPTING AND RESERVING unto Bruce Andrew Sharp all the oil and gas in, on and under the above-described premises together with rentals and royalties relating to same and subject to the grant of free gas to Darryl I. Messinger as contained in deed from Bruce Andrew Sharp to Darryl I. Messinger of even date herewith.

BRING a combined description of the 6.498-acre tract of land conveyed to Sharp Paving, Inc. by deed of Kenneth E. Sharp, et al. dated February 8, 1989 and recorded in Indiana County Deed Book Volume 950, page 683, and being a part, namely, a 1.368-acre tract and a 0.868-acre tract more fully shown in the Lot Additions to Sharp Paving, Inc. recorded in Indiana County Plan Book Volume 7, page 139, which are part of the lands conveyed to Bruce Andrew Sharp by deed of Larry E. Sharp, et ux. dated January 8, 1993 and recorded in Indiana County Deed Book Volume 1016, page 163.

GRANTORS have no actual knowledge of any "hazardous waste" as that term is defined in the Act of July 7, 1980, P.L. 97, 35 P.S. §6018.405 et seq., having been disposed, and none is presently being disposed on or about the property described in this Deed.

This deed is being executed by Gregory R. Sharp, Vice President of Sharp Paving, Inc. pursuant to a resolution of said corporation duly adopted at a special meeting of said corporation held on the 18th day of February, 2000.

TOGETHER WITH the appurtenances: **TO HAVE AND TO HOLD** the same to and for the use of the said Grantee, its successors and assigns, forever, **AND THE SAID GRANTORS**, for themselves, their heirs, successors and assigns, do hereby covenant and agree that they will **WARRANT GENERALLY** the premises herein conveyed.

NOTICE - This document may not/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 may have/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.

(This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended.)

NOTICE

BK 1172PG523

The undersigned grantee (grantees) hereby certifies that he/they know and understand that he/they may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal

Witness signatures of grantee (grantees) this 23 day of February, 2000
SHARP PAVING, INC (SEAL)
By Gregory R. Sharp (SEAL)
Witness

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Witness: [Signature]
Bruce Andrew Sharp (Seal)

[Signature]
SHARP PAVING, INC.
By: Gregory R. Sharp (Seal)
Gregory R. Sharp

STATE of Maryland :
COUNTY of Carroll :

On this 23 day of February, 2000, before me a Notary Public the undersigned officer, personally appeared Bruce Andrew Sharp, known to me (or satisfactorily proven) to be the person whose names 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.

[Signature] (Seal)
Notary Public
ISABELLE R. DICHEL
NOTARY PUBLIC
CARROLL COUNTY, MD

My Comm. expires: 02/01/01

COMMONWEALTH of Pennsylvania :
COUNTY of Armstrong :

On this, 23 day of February, 2000, before me, a Notary Public the undersigned officer, personally appeared Gregory R. Sharp, who acknowledged himself to be the Vice President of Sharp Paving, Inc., a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

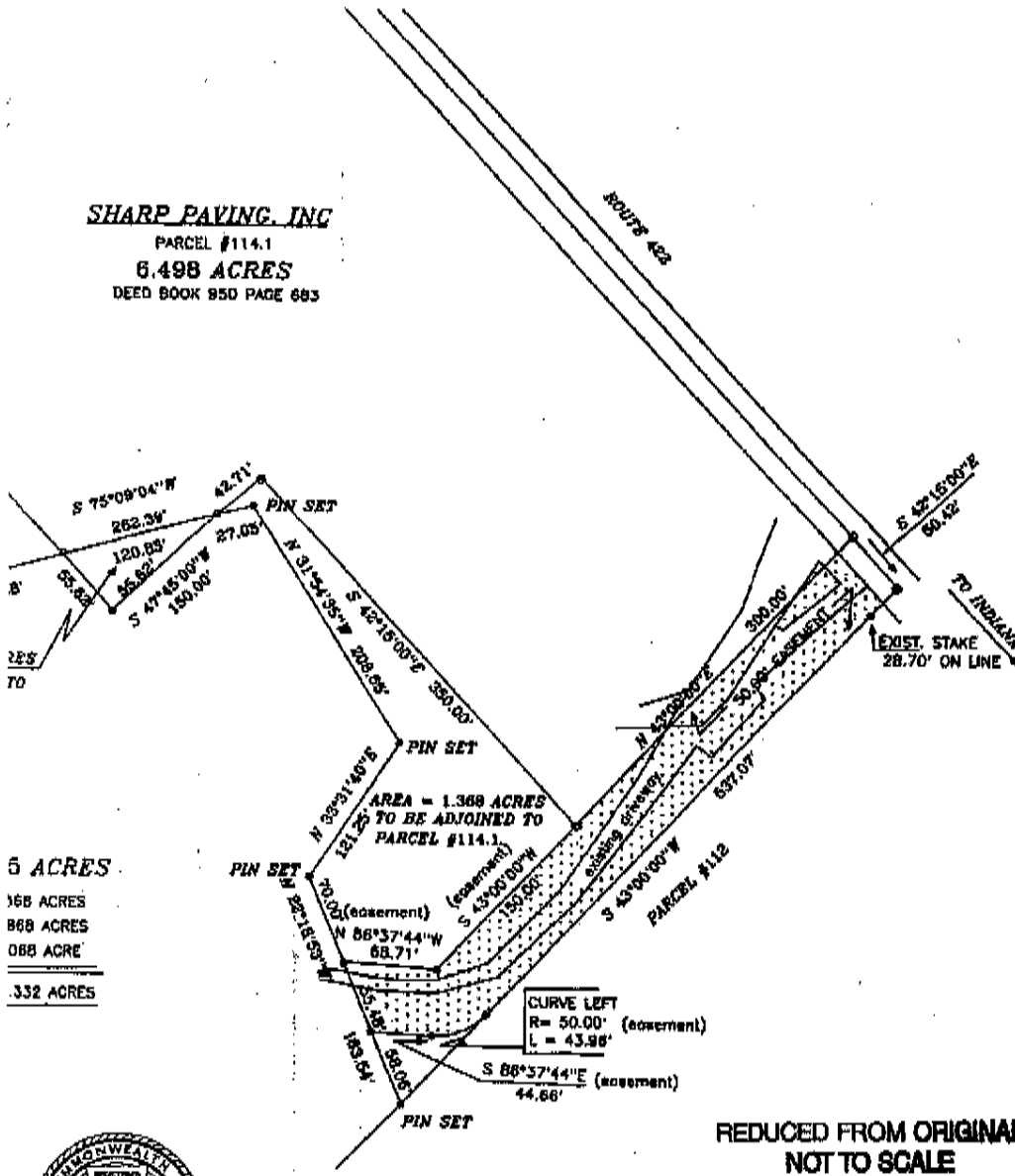
[Signature] (Seal)
Notary Public

My Comm. expires:

Notarial Seal
Paula R. Hankey, Notary Public
Kilbuck Boro, Armstrong County
My Commission Expires Feb. 5, 2001
Member, Pennsylvania Association of Notaries

BK 1172PG524

SHARP PAVING, INC
PARCEL #114.1
6.498 ACRES
DEED BOOK 950 PAGE 683



5 ACRES
 168 ACRES
 888 ACRES
 088 ACRES
 332 ACRES

REDUCED FROM ORIGINAL
NOT TO SCALE



Land Surveyor Registered by the State of Pennsylvania that the plan as shown hereon is correct and that all angles, distances, monuments and markers have been correctly represented the lots, plotted by me for the owners or

Beale
Beale



REVISED 2/16/2000 - EASEMENT SURVEY ADDED

LOT ADDITIONS TO SHARP PAVING, INC
LANDS OF
BRUCE ANDREW SHARP
 SITUATE:
ARMSTRONG TOWNSHIP, INDIANA CO. PA
 SURVEY BY:
DAVID E. BEALE, PLS
 P.O. BOX 389
 ELDERTON, PA 15736
FEBRUARY, 2000 SCALE: 1" = 75' DRAWN BY: DEB

CERTIFICATE OF RESIDENCE

I, Lee J. Calarie, Attorney, hereby certify that the precise residence of the Grantee herein is: RD #5, Route 422, Indiana, PA 15701.

Dated: Feb. 23, 2000.

Lee J. Calarie
Attorney for Grantee

78504

REG 02-25-00	13.39
DARLA 9M1T 0001	42
	1
DEED	\$26.50
2 ITEMS	
ADD'L PAGE	\$4.00
ARMSTRONG TWP	\$5.00
IND AREA SCH	\$5.00
PA REALTY TRF TX	\$10.00
ST	\$49.50
CHECK REC.	\$29.50
CHECK REC.	\$10.00
CHECK REC.	\$10.00
CG	\$0.00

COMMONWEALTH OF PENNSYLVANIA
INDIANA COUNTY

RECORDED in the office for the Recording of Deeds, etc. in and for said county in Deed Book _____
Volume 1172 Page 530
Given under my hand and seal of this office, this 25
day of February, 2000
[Signature] Recorder

Must: Calarie

This Indenture,

MADE THE 8th day of February in the year of our Lord one thousand nine hundred eighty-nine (1989).

BETWEEN KENNETH E. SHARP, HAROLD R. SHARP and LARRY E. SHARP, t/a SHARP EXCAVATING AND BLACKTOPPING, General Partners, with its principal office at RD 5, Route 422, Armstrong Township, Indiana County, Pennsylvania,

Parties of the first part,

and

SHARP PAVING, INC., a Pennsylvania corporation, with its principal office at RD 5, Route 422, Armstrong Township, Indiana County, Pennsylvania,

Witnesseth

~~of which the said party of the first part is a partner~~
Parties of the second part,

Party of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE AND NO/100-----(\$1.00)-----

-----Dollars, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at and before the sealing 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, its successors, and assigns,

ALL that certain piece, parcel or tract of land situate in the Township of Armstrong, County of Indiana and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the center line of State Highway Route No. 422 leading from Indiana to Shelocta, at corner of land now or formerly of William Cessna; thence by the center line of State Highway, South 42° 15' 00" East 694.28 feet to a point in the center line of said road; thence through land of Larry E. Sharp and Mary Ann Sharp, his wife, of which the herein described tract of land is a part, South 43° 00' 00" West 300.00 feet to an iron pin; thence through the same, North 42° 15' 00" West 350.00 feet to an iron pin; thence through the same, South 47° 45' 00" West 150.00 feet to an iron pin; thence through the same, North 42° 15' 00" West 442.24 feet to an iron pin along lands now or formerly of William Cessna; thence along lands now or formerly of William Cessna; North 57° 00' 00" East 454.88 feet to the place of beginning. CONTAINING 6.498 acres according to survey of Bernard B. Houllion, R.E., dated March 21, 1985.

EXCEPTING AND RESERVING from the operation of this deed such coal, mining rights, and release of damages as more fully set forth in previous deeds of record in the Office of the Recorder of Deeds of Indiana County, Pennsylvania.

ALSO SUBJECT to such rights-of-way for electric lines and gas lines as presently exist over, under and across said premises.

EXCEPTING AND RESERVING, unto Glenn W. McJunkin and Lucille McJunkin, his wife, during their lifetime, all the oil and gas under the above-described tract of land and the royalties and rentals being paid under a current lease, as more fully set forth in their Deed to

Larry E. Sharp and Mary Ann Sharp, his wife, dated February 9, 1983, and recorded in the Recorder's Office of Indiana County, Pennsylvania, in Deed Book Volume 828, page 353.

UNDER AND SUBJECT TO, a certain Mortgage, Mortgage Note, Installment Sale Agreement and Note Purchase Agreement made and entered into the 23rd day of May, 1985, for a Industrial Development Loan through the Indiana County Industrial Development Authority and through the Elderton State Bank. Said Mortgage being of record in Indiana County Mortgage Book Volume 344, page 721.

BEING the same premises title to which became vested in Kenneth E. Sharp, Harold R. Sharp and Larry E. Sharp, t/a Sharp Excavating and Blacktopping, by deed of The Indiana County Industrial Development Authority dated October 3, 1985, and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book Volume 881, page 542.

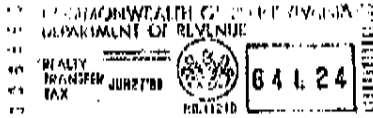
TOGETHER with all and singular the said property, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever, of the said part 1st of the first part, in law, equity or otherwise howsoever, of, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said Parties of the First Part

hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said part y of the second part, its successors and assigns, to and for the only proper use and behoof of the said part y of the second part, successors and assigns forever.

AND the said grantors hereby covenant and agree that they and each of them will warrant the property hereby conveyed.

GENERALLY



IN WITNESS WHEREOF, the said part 1st of the first part have to these presents set their hand and seal. Dated the day and year first above written.

SHARP EXCAVATING AND BLACKTOPPING

Signed, Sealed and Delivered in the Presence of
Michael J. Delaney
as to all assignments

BY: *Kenneth E. Sharp*
Kenneth E. Sharp
BY: *Harold R. Sharp*
Harold R. Sharp
BY: *Larry E. Sharp*
Larry E. Sharp

Armstrong Corp
330.62 DATE 6-27-89
PER *J.E. Thompson*
Real Estate Transfer Tax Collector

Indiana Ave
Robert D. Smith
330.62 DATE 6-27-89
PER *J.E. Thompson*
Real Estate Transfer Tax Collector

WITNESS:

INDIVIDUAL ACKNOWLEDGMENT

State of PENNSYLVANIA

County of INDIANA

On this, the 8th day of February, 1989, before me

the undersigned officer, personally appeared Kenneth E. Sharp, Harold R. Sharp and Larry E. Sharp, t/a Sharp Excavating and Blacktopping known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL Suzanne C. Fleming, Notary Public Indiana Borough, Indiana County My Commission Expires Feb. 10, 1992

Suzanne C. Fleming Notary Public Title of Officer

CORPORATION ACKNOWLEDGMENT

State of

County of

On this, the day of 1989, before me

the undersigned officer, personally appeared who acknowledged himself to be the a corporation, and that he as such executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as being authorized to do so.

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

RECORDERS OFFICE INDIANA CO. PA. GEORGE THOMPSON, RECORDER

Jan 27 2 51 PM '89 TAX AND FEES \$4.00

Deed

KENNETH E. SHARP, HAROLD R. SHARP and LARRY E. SHARP, t/a SHARP EXCAVATING AND BLACKTOPPING,

SHARP PAVING, INC., a Pennsylvania corporation.

WARRANTY

FILE FOR AND RETURN TO:

LAW OFFICES MICHAEL S. DELANEY ATTORNEY AT LAW DELANEY & DELANEY LAUREL PLACE, THIRD FLOOR 822 PHILADELPHIA STREET INDIANA, PENNSYLVANIA 15701 (412) 348-2286-348-6020

I do hereby certify that the precise residence and complete post office address of Grantee is: RD 5, Route 422, Shelocta, Pennsylvania, 15774.

February 19 89

Michael S. Delaney Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA

County of Indiana

RECORDED on this 28 day of June

A. D. 1989, in the Recorder's office of the said County, in Deed Book

Vol. 950 Page 683

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

George Thompson, Recorder.