

Chicago Title Insurance Company

March 16, 2026

Order Number: 13005599

File # Scott Estate Search

Property Address: 6184 Route 30  
Hempfield Township  
Westmoreland County, PA

GUARANTEED LAST OWNER SEARCH

A Last Owner Search (from date of deed by which property was acquired or other date subsequent thereto specified below) was conducted for the purpose of determining record title owners, liens, and encumbrances which are disclosed by a search of the appropriate public records in Westmoreland County, Pennsylvania, against those named below and for search periods indicated below. Chicago Title Insurance Company hereby certifies this information solely as abstractor and assumes liability as such, for the accuracy hereunder, to an amount not exceeding ONE THOUSAND DOLLARS (\$1,000.00).

Search to commence from date of deed by which property was acquired.

1. ALL that certain tract of land situate in Hempfield Township, Westmoreland County and Commonwealth of Pennsylvania, more particularly bounded and described in Deed Book Volume 1938 Page 316.

Tax ID / Parcel No. 50-14-00-0-134 (UPI No. 50-14689-00000)

2. OWNER as disclosed by last deed of record:

Samuel Scott, by deed from Della Scott, a widow, dated June 29, 1966 and recorded on July 1, 1966 in Deed Book Volume 1938 Page 316.

And the said Samuel Z. Scott a/k/a Samuel Scott died on March 16, 2022 leaving a Will probated and registered at Westmoreland County as Will No. 6522-1217, Codicil dated June 25, 2018, wherein he appointed Larry Shirey, Joseph D'Astolfo and Gerald Popovec as as Co-Executors, to whom Letters Testamentary were granted on June 25, 2018.

3. CONVEYANCES affecting premises as described herein.

Deeds recorded at Deed Book Volume 1267 page 301, Deed Book Volume 1293 page 254, Deed Book Volume 1364 page 46, Deed Book Volume 1463 page 130, Deed Book Volume 1781 page 6, Deed Book Volume 1874 page 458, and Deed Book 1891 page 780.

4. MORTGAGES affecting premises since acquisition of title, not satisfied or released.

NONE

The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

5. JUDGMENTS AND LIENS indexed as such in the Prothonotary's Office and not satisfied or released since the acquisition of title or 5 years which ever is the shorter period of time.

NONE

6. FEDERAL TAX LIENS entered in the last 10 years in the Prothonotary's Office and not discharged or released.

NONE

7. U.S. Bankruptcy Court, Western District of Pennsylvania - No Open Cases Found

8. REAL ESTATE TAX LIENS entered in the last 20 years in the Prothonotary's Office.

NONE

9. MUNICIPAL CLAIMS affecting premises not satisfied or released since the acquisition of title or 20 years which ever is the shorter period of time.

NONE

10. MECHANICS CLAIMS affecting premises not satisfied or released since the acquisition of title or 5 years which ever is the shorter period of time.

NONE

11. TAXES returned to the Tax Claim Bureau as unpaid.

NONE

12. FINANCING STATEMENTS entered in the Recorder of Deeds Office affecting premises and not terminated since the acquisition of title or 5 years which ever is the shorter period of time.

NONE

13. FEDERAL JUDGMENTS indexed as such in the Prothonotary's Office and not satisfied or released in the past twenty (20) years.

NONE

14. FEDERAL JUDGMENTS indexed as such in the Federal Court of the Western District of Western Pennsylvania and not satisfied or released in the past five (5) years.

NONE

15. COMMONWEALTH OF PENNSYLVANIA TAX LIENS filed by the DEPARTMENT OF REVENUE indexed as such in the Prothonotary's Office and not satisfied or released since the acquisition of title.

NONE

16. COMMONWEALTH OF PENNSYLVANIA TAX LIENS filed by the DEPARTMENT OF LABOR AND INDUSTRY indexed as such in the Prothonotary's Office and not satisfied or released since June 12, 2007.

NONE

Name Searched: Samuel Scott a/k/a Samuel Z. Scott From: June 29, 1966 To: March 6, 2026.

This search is made through March 6, 2026.

### LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

**FILE NO.** 13005599 **COVER DATE** 3/10/20  
**PRIOR TITLE/TIE-IN**                       
**PROPERTY** 418+ Route 30 **MUNICIPALITY** Hempfield  
Greensburg PA 15001 ( BORO / CITY / TWP )  
**COUNTY BLOCK #**                      **TITLE DEED** 1938-316  
**UNIT / LOT #**                      **ASSESSMENT** 18280/31+20/+9700  
**PARCEL** 50-1+-00-0-13+ ( LAND / BUILDING / BOTH )  
**MOTHER PARCEL**                     

**CHARGES:**  
 CHAIN OF  
 TITLE  
 SHERIFF  
 SALE  
 ESTATE  
 MISC.

**OWNER(S) OF RECORD** Samuel Scott

**BUYERS**                     

| OWNERS / CHAIN / MISC. | DEED BOOK | FROM (DATE) | TO (DATE) |
|------------------------|-----------|-------------|-----------|
| Samuel Scott           | 1938-316  | 1900        | present   |
| Bella Scott            | 1224-540  | 1945        | 1946      |
|                        |           |             |           |
|                        |           |             |           |
|                        |           |             |           |
|                        |           |             |           |
|                        |           |             |           |
|                        |           |             |           |
|                        |           |             |           |

| MORTGAGES | HELOC |
|-----------|-------|
|           |       |
|           |       |
|           |       |
|           |       |
|           |       |
|           |       |
|           |       |
|           |       |
|           |       |

MORTGAGES.....  
 JUDGMENTS.....  
 IRS FED. LIENS..... (10 YRS)  
 MUNI. LIENS..... (20 YRS)  
 MECH. LIENS..... (5 YRS)  
 FED. JUDGMENTS..... (20 YRS)  
 UNEMP. LIENS..... (6/12/87)  
 TAXES/TAX CLAIM.... (20 YRS)  
 UCC RECORDER..... (5 YRS)  
 CRIMINAL REST..... (INDEFINITE)

| NOTES |
|-------|
|       |
|       |
|       |
|       |
|       |
|       |
|       |
|       |

EQUITY ACTION..... (20 YRS)  
 DEPT. OF REV..... (12/1/89)  
 HOMEOWNERS ASSOC...  
 DIVORCE.....  
 WILLS & ADMIN..... 1

PUD CONDO  
 TAX MAP CHECKED?

## TITLE SUMMARY

**FOR: FNF**

**ORDER# 13005599**

**DATE OF SEARCH: 3/13/2026**

**EFFECTIVE: 3/6/2026**

**OWNERS: Samuel Scott**

**ADDRESS: 6184 Route 30, Greensburg, PA 15601**

**TWP: Hempfield**

**MAP# 50-14-00-0-134**

**UPI# 50-14689**

**ASSESSMENT:**

**L - 18,280**

**B - 31,420**

**T - 49,700**

**DESC PER ASSESSMENT: 35.8 acres**

**TAXES: paid through 2025**

### **VESTING DEED:**

**GRANTOR: Della Scott, widow**

**GRANTEE: Samuel Scott**

**DATE: 6/29/1966**

**RECORDED: 7/1/1966**

**ACK: 6/29/1966**

**REFERENCE: 1938-316**

**CONSIDERATION: \$1.00**

### **MORTGAGES:**

**None of record**

### **ARTICLES:**

**DATE: 9/15/1969 RECORDED: 10/16/1969 AT: 2026-341**

**TYPE: R/W**

**TO: Texas Eastern Transmission Corporation**

**DATE: 8/13/1996 RECORDED: 10/1/1996 AT: 3442-64**

**TYPE: R/W**

**FROM: Gustine Hempfield Associates Ltd**

**TO: Samuel Scott**

**DATE: 8/13/1996 RECORDED: 10/25/1996 AT: 3448-393**

**TYPE: R/W**

**FROM: Samuel Scott**

**TO: Gustine Hempfield Associates Ltd**

### **JUDGMENTS:**

**None of record**

### **NOTES:**

**\*Outsales recorded at 1267-301, 1293-254, 1364-46, 1463-130, 1781-6, 1874-458, 1891-780**

## RESIDENTIAL PROPERTY RECORD CARD

WESTMORELAND COUNTY, PENNSYLVANIA

|         |  |                        |  |          |  |            |  |                       |  |
|---------|--|------------------------|--|----------|--|------------|--|-----------------------|--|
| Situs : |  | Map ID: 50-14-00-0-134 |  | Class: F |  | Card: 1 of |  | Printed: May 29, 2012 |  |
|---------|--|------------------------|--|----------|--|------------|--|-----------------------|--|

|                                                                                  |                                                                                                                                              |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CURRENT OWNER</b><br><br>SCOTT SAMUEL<br>PO BOX S<br>GREENSBURG PA 15601 0000 | <b>GENERAL INFORMATION</b><br><br>Living Units<br>Neighborhood 50<br>Alternate Id 50-14689-00000<br>Vol / Pg 1938/0316<br>District<br>Zoning |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|

|                                           |  |
|-------------------------------------------|--|
| <b>Property Notes</b><br><br><br><br><br> |  |
|-------------------------------------------|--|

| Sales/Ownership History |       |                |              |
|-------------------------|-------|----------------|--------------|
| Transfer Date           | Price | Deed Reference | Grantee      |
| 07/01/66                |       | 1938/0316      | SCOTT SAMUEL |

| Assessment Information |          |           |                                                                   |        |        |
|------------------------|----------|-----------|-------------------------------------------------------------------|--------|--------|
|                        | Assessed | Appraised | Cost                                                              | Income | Market |
| Land                   | 18,280   | 18,280    | 0                                                                 | 0      | 0      |
| Building               | 31,420   | 31,420    | 0                                                                 | 0      | 0      |
| Total                  | 49,700   | 49,700    | 0                                                                 | 0      | 0      |
| Value Flag OVERRIDE    |          |           | Base Date of Value 29-MAY-12<br>Effective Date of Value 29-MAY-12 |        |        |

| Entrance Information |    |            |        |
|----------------------|----|------------|--------|
| Date                 | ID | Entry Code | Source |
|                      |    |            |        |

| Permit Information |        |       |         |            |
|--------------------|--------|-------|---------|------------|
| Date Issued        | Number | Price | Purpose | % Complete |
|                    |        |       |         |            |

| Land Information  |         |         |          |       |            |              |             |                   |            |
|-------------------|---------|---------|----------|-------|------------|--------------|-------------|-------------------|------------|
| Type              | Acres   | Sq. Ft. | Frontage | Depth | Unit Value | Depth Factor | Influence % | Influence Reasons | True Value |
| Homesite          | Acreage | 35.8    | 35.8000  |       | \$         |              |             |                   | \$18,280   |
| Total Acres: 35.8 |         |         |          |       |            |              |             |                   |            |

30-14-00-0-134



Not to be substituted as a survey.  
To be used for taxing purposes only.

**NOTE: THE ABOVE INFORMATION IS PROVIDED FROM RESEARCHING PUBLIC RECORDS AND SHOULD NOT BE CONSIDERED AS AN "OPINION OF TITLE, TITLE GUARANTEE OR TITLE INSURANCE POLICY." THIS INFORMATION IS NOT INTENDED FOR, NOR SHOULD BE CONSTRUED, TO CREATE RIGHTS IN ANY THIRD PARTY.**

**Adolph Burger and Elizabeth Burger, his wife**

Della Scott

**ACKNOWLEDGEMENT: 11/19/1945**

**PROPERTY DESCRIPTION** ☐ SAME AS PREVIOUS DEED  
**LOCATION:**

**RECITAL:**

| ADVERSE         | MORTGAGES   | ARTICLES ETC | JUDGMENT | REGISTER OR WILLS |
|-----------------|-------------|--------------|----------|-------------------|
| PRES - 1973     |             |              |          | NAME:             |
|                 |             |              |          | DOD:              |
|                 |             |              |          | RED#              |
|                 |             |              |          | WILL DATED:       |
|                 |             |              |          | PROBATED:         |
|                 |             |              |          | EXECUTOR:         |
| 1973 - 1946     | 680-2 sat   |              |          |                   |
| 1207-301 .715 A | 801-218 sat |              |          |                   |
| 1293-25+ 1/2 A  |             |              |          |                   |
| 1344-40 1 A     |             |              |          |                   |
| 1474-70         |             |              |          |                   |
| 1403-130 1/2 A  |             |              |          |                   |
| 1483-180        |             |              |          |                   |
| 1518-591        |             |              |          |                   |
| 1754-102        |             |              |          |                   |
| 1701-4 1 A      |             |              |          |                   |
| 1945 - 1920     |             |              |          |                   |
| 1874-450 .92 A  |             |              |          |                   |
| 1891-780        |             |              |          |                   |
| 1938-314        |             |              |          |                   |
| 1920 - 1800     |             |              |          |                   |

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# This Indenture

Made the 29 day of June in the year of our Lord, one thousand nine hundred and sixty-six (1966).

Between DELLA SCOTT, a widow, of the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, party of the first part,

A  
N  
D

SAMUEL SCOTT of the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, party

RECORDED  
JUL 1 12 30 PM '66  
J. H. KELLY, JR.  
RECORDS OF DEEDS  
WESTMORELAND COUNTY  
PENNSYLVANIA

of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of One and 00/100 (\$1.00)----- Dollars, lawful money of the United States of America, unto her well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, his heirs and assigns, forever,

All that certain tract of land situate in Hempfield Township, Westmoreland County and State of Pennsylvania, bounded and described as follows, viz:

BEGINNING at a point in the center of the Lincoln Highway at lands of Adolph Burger; thence along the lands of said Adolph Burger, South 39° 15' West 648.45 feet to a point; thence by same lands, South 36° 15' West 250.8 feet to a point; thence by same lands, South 22° 00' West 990.0 feet to a Gum Tree; thence along lands now or formerly of James Kerr, North 77° 30' West 858.0 feet to a post; thence along lands of David Errett, North 12° 00' East 1149.6 feet to a point at lands of Samuel Rice; thence along lands of Samuel Rice South 78° 00' East 346.8 feet to a stake; thence along same lands, North 12° 00' East 623.35 feet to a point in the center of the Lincoln Highway; thence along in the Lincoln Highway, South 79° 00' East 935.0 feet, more or less, to a point in the Lincoln Highway, the place of beginning. Containing 42 acres, more or less.

VL1938 PAGE 317

EXCEPTING AND RESERVING from and out of the operation of this conveyance any right-of-way for pipe lines, telephone lines or other rights-of-way heretofore granted and conveyed by any predecessors in title.

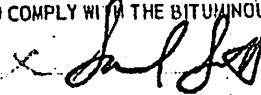
The above conveyance is subject to the following conveyances: See Deed Book Volume 1781 at page 6; Deed Book Volume 1874 at page 458; Deed Book Volume 1891, at page 780.

BEING the same promises conveyed by Adolph Burger, et ux., by deed dated November 19, 1945, unto Della Scott, grantor herein, and recorded in the Recorder's Office of Westmoreland County in Deed Book Volume 1224 at page 540.

Samuel Scott, grantee herein, is the son of Della Scott, grantor herein.

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:



Together with all and singular, the 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 y 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 described tract of land,

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

And Della Scott, a widow,

the said part y of the first part, for herself, her heirs, executors and administrators, does by these presents covenant, promise and agree to and with the said party of the second part, his heirs and assigns, that she, the said part y of the first part, her heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part y of the second part, his heirs and assigns, against her, the said party of the first part, and her 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.

NOTICE—THIS DOCUMENT MAY 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 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. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1937, P. L. 944.]

In Witness Whereof, the said part y of the first part has to these presents set her hand and seal. Dated the day and year first above written.

Sealed and Delivered in the Presence of

*Joseph D. Scott*  
*Charles D. Scott*

*Della Scott*  
Della Scott, a widow

SEAL  
SEAL  
SEAL  
SEAL  
SEAL  
SEAL  
SEAL  
SEAL

Commonwealth of Pennsylvania.

County of WESTMORELAND

ss.

On this 29<sup>th</sup> day of June  
A. D. 1966, before me, a Notary Public,

personally appeared DELIA SCOTT, a  
widow,

known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the within instru-  
ment and acknowledged that she executed the  
same for the purposes therein contained.

Witness my hand and official seal,  
the day and year aforesaid.

*[Signature]*  
My Commission Expires: 1st July, Greensburg, Westmoreland Co.  
Notary Public

Commonwealth of Pennsylvania.

County of

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19\_\_\_\_, before me,

personally appeared

known to me (or satisfactorily proven) to be the person  
whose name subscribed to the within instru-  
ment and acknowledged that executed the  
same for the purposes therein contained.

Witness my hand and seal,  
the day and year aforesaid.

*[Signature]*  
My Commission Expires: \_\_\_\_\_  
Notary Public

**Certificate of Residence.**

I, Joseph K. Bonidy

Lincoln Highway West, Greensburg, Pennsylvania.

declare residence to

Witness my hand this

29<sup>th</sup>

Do hereby certify that grantee's

day of June 19 66

*[Signature]*

# This Indenture,

Made the — 19th — day of — November — in the year of our Lord — one —  
thousand nine hundred and forty-five (1945).

Between ADOLPH BURGER and ELIZABETH BURGER, his wife, of the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, parties of the first part, AND DELLA SCOTT, of the City of Greensburg, County of Westmoreland and Commonwealth of Pennsylvania, party

of the second part, Witnesseth, that the said part 1st — of the first part, for and in consideration of the sum of One and no/100 (\$1.00) — and other good and valuable considerations — Dollars, lawful money of the United States of America, unto — them — well and truly paid by the said party — of the second part, at — or — 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 part 2 — of the second part, — her — heirs and assigns, forever: —

All that certain tract of land situate in Hempfield Township, Westmoreland County and State of Pennsylvania, bounded and described as follows, viz: BEGINNING at a point in the center of the Lincoln Highway at lands of Adolph Burger; thence along lands of said Adolph Burger, South 39° 15' West 648.45 feet to a point; thence by same lands, South 36° 15' West 250.8 feet to a point; thence by same lands, South 22° 00' West 990.0 feet to a Gum Tree; thence along lands now or formerly of James Kerr, North 77° 30' West 858.0 feet to a post; thence along lands of David Errett, North 12° 00' East 1149.6 feet to a point at lands of Samuel Rice; thence along lands of Samuel Rice, South 78° 00' East 346.8 feet to a stake; thence along same lands, North 12° 00' East 623.35 feet to a point in the center of the Lincoln Highway; thence along in the Lincoln Highway, South 79° 00' East 935.0 feet more or less to a point in the Lincoln Highway, the place of beginning. Containing forty-two (42) acres, more or less. EXCEPTING AND RESERVING from and out of the operation of this conveyance any rights of way for pipe lines, telephone lines or other rights of way heretofore granted and conveyed by any predecessors in title. This conveyance is made upon the express condition that no commercial business in the nature of a restaurant or roadhouse for the selling or furnishing of food, refreshments and entertainment to the public, shall be erected, maintained or operated upon the aforesaid premises within a period of two years from the date of this deed. BEING the same tract of land conveyed to Adolph Burger and Elizabeth Burger, his wife, the parties of the first part hereto, by deed of Harry A. Byers, et ux., dated January 3, 1935, and recorded in the Office of the Recorder of Deeds in and for Westmoreland County, Pennsylvania, in Deed Book, Vol. 967, page 454.

Together with all and singular, the \_\_\_\_\_ improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise 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 tract of land, subject to the exceptions, reservations and conditions hereinbefore mentioned, with its \_\_\_\_\_

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

AND Adolph Burger and Elizabeth Burger, his wife, \_\_\_\_\_

the said parties— of the first part, for — themselves, their \_\_\_\_\_ heirs, executors, and administrators, — do — by these presents covenant, promise — and agree to and with the said party — of the second part, — her \_\_\_\_\_ heirs and assigns, that — they — the said parties— of the first part, — their — heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part y— of the second part, — her \_\_\_\_\_ heirs and assigns, against them, the said parties— of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof, \_\_\_\_\_

In Witness Whereof, the said parties— of the first part— have — to these presents set — their — hand and seal — Dated the day and year first above written. \_\_\_\_\_ Shall and will Warrant and forever Defend.

~~Witness~~ sealed and delivered in the presence of  
Hilda C. Dahlem \_\_\_\_\_

Adolph Burger \_\_\_\_\_  
Elizabeth Burger \_\_\_\_\_  
SEAL  
SEAL  
SEAL  
SEAL  
SEAL

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF WESTMORELAND ) SS. —

On this 19th day of November A. D. 1945, before me, a Notary Public in and for said Commonwealth and County, personally appeared ADOLPH BURGER and ELIZABETH BURGER, 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. WITNESS my hand and Notarial seal, the day and year aforesaid. \_\_\_\_\_



Hilda C. Dahlem \_\_\_\_\_ (SEAL)  
Notary Public \_\_\_\_\_

My Commission Expires Jan 27, 1949. \_\_\_\_\_

CERTIFICATE OF RESIDENCE

I, Do hereby certify that grantee's precise residence is 140 S. Hamilton St. Greensburg Pa.  
Witness my hand this 19th day of November, 1945. \_\_\_\_\_

John W. Pollins \_\_\_\_\_

\$9.90 I. R. Stamps attached and cancelled. \_\_\_\_\_

RECORDED — 19th — day of — November — 1945 —  
HES \_\_\_\_\_

Jessie S. McCormick \_\_\_\_\_ Recorder

RECORDED  
ISABELL Y. JOHNSTON  
OCT 16 9 08 AM '69  
RECORDER OF DEEDS  
WESTMORELAND COUNTY  
PENNSYLVANIA

Page 786

Tracts Nos. 8 and 57F  
Westmoreland County, Pennsylvania

RIGHT OF WAY AGREEMENT

MADE this 15<sup>th</sup> day of September, 1969,

by and between

DELLA SCOTT, widow, and SAMUEL SCOTT, single, of  
Hempfield Township, Westmoreland County, Pennsylvania, hereinafter  
referred to as "First Parties",

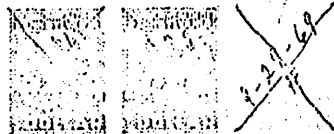
AND

TEXAS EASTERN TRANSMISSION CORPORATION,  
a Delaware corporation, hereinafter referred to as "Texas Eastern",

WITNESSETH THAT:

WHEREAS, Texas Eastern Pipeline Corporation of Pennsylvania, a Pennsylvania corporation, by proceedings at No. 355 April Term, 1964, in the Court of Common Pleas of Westmoreland County, Pennsylvania, condemned and appropriated a right of way and easement for an eight inch pipeline across a certain tract of land owned by Della Scott, situate in Hempfield Township, Westmoreland County, Pennsylvania, as more particularly bounded and described in Exhibit "A", hereto attached and made a part hereof; and,

WHEREAS, pursuant to the aforesaid condemnation and



appropriation, a pipeline was constructed across and under said land by Texas Eastern Pipeline Corporation of Pennsylvania, at the location shown on the plan (designated as TC-8-19436.3), which is attached hereto and made part hereof as Exhibit "B"; and,

WHEREAS, by deed dated June 29, 1966, and recorded in the Recorder of Deeds' Office in and for Westmoreland County, Pennsylvania, in Deed Book Vol. 1938, page 316, Della Scott, widow, conveyed the said tract of land described at Exhibit "A" to Samuel Scott; and,

WHEREAS, Texas Eastern Transmission Corporation, by proceedings at No. 563 January Term, 1967, in the Court of Common Pleas of Westmoreland County, Pennsylvania, condemned and appropriated a right of way and easement for another pipeline under and across the said lands, and pursuant to the aforesaid condemnation and appropriation, a pipeline was constructed across and under said lands by Texas Eastern at the location marked "Surveyed Line" shown on the plan (designated as TC-8-19436.3) Exhibit "B" hereof; and,

WHEREAS, the present plans of Texas Eastern provide for the construction of an additional line over and across the said premises at the location marked "Future Line" shown on the plan (designated as TC-8-19436.3) Exhibit "B" hereof, to be installed at some future date;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the sum of TWO HUNDRED FIFTY AND NO/100 (\$250.00) DOLLARS to First Parties in hand paid, the receipt of which is hereby acknowledged, the First Parties do hereby grant, bargain, sell, convey and warrant unto Texas Eastern Transmission Corporation, a Delaware corporation, its successors and assigns, a right

of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of and replace three (3) pipelines and appurtenances thereto, two of said lines being now installed and in place, for the transportation of oil, gas, petroleum products, liquids, gases, or substances which can be transported through pipelines, under, upon, over, across, and through the land of the First Parties, situate in Hempfield Township, Westmoreland County, Pennsylvania, more particularly bounded and described in Exhibit "A", said right of way being more particularly bounded, described and located as shown on the plan marked Exhibit "B".

TO HAVE AND TO HOLD unto Texas Eastern, its successors and assigns, with ingress to and egress from the premises for the purposes herein granted. Said First Parties to fully use and enjoy the said premises except for the purposes granted to Texas Eastern, and provided said First Parties, their heirs and assigns, shall not construct nor permit to be constructed any house, structures or obstructions on or over said pipelines or that will interfere with the construction, maintenance or operation of any of said pipelines or appurtenances constructed or to be constructed hereunder, and will not change the grade over such pipelines.

Texas Eastern hereby agrees to bury all pipe to a sufficient depth so as not to interfere with the cultivation of the soil, and agrees to pay for such damages which may arise to growing crops, timber or fences from the maintenance, operation or removal of said lines.

Texas Eastern further agrees that upon the construction and installation of the third line, its rights in and to the temporary right of way shown on the plan, Exhibit "B", shall terminate and end, and it will, at the request of First Parties or their successors in title, file an instrument of record in the Recorder of Deeds' Office in and for Westmoreland County.

Pennsylvania, which instrument shall specifically refer to this grant and the recordation thereof, terminating and cancelling its right over and across that portion of said premises designated and described as "Temporary Right of Way" in Exhibit "B" hereof.

It is hereby understood that the party securing this grant on behalf of Texas Eastern is without authority to make any covenant or agreement not herein expressed.

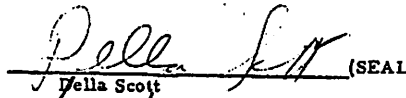
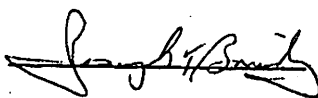
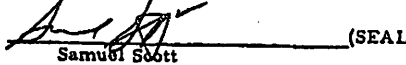
Della Scott joins in this instrument by reason of the fact that she was the owner of the premises at the time of the installation of the first line in 1964.

It is the intent of the parties hereto to be legally bound by all the terms and provisions of this Right of Way Agreement.

This instrument shall inure to the benefit of and be legally binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

WITNESS the due execution hereof, the day and year first above written.

SEALED AND DELIVERED  
IN THE PRESENCE OF:

 (SEAL) (SEAL)  
Samuel Scott

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF WESTMORELAND )

On this 13<sup>th</sup> day of September, 1969,  
before me, a Notary Public in and for said County and Commonwealth,  
personally appeared DELLA SCOTT, widow, and SAMUEL SCOTT, single,  
known to me (or satisfactorily proven) to be the persons whose names are  
subscribed to the within Right of Way Agreement, and acknowledged that  
they executed the same for the purposes therein contained.

WITNESS my hand and official seal, the day and year first  
above written.

Mrs. Martha P. Bonidy  
Notary Public

Mrs. MARTHA P. BONIDY, Notary Public  
GREENSBORO, WESTMORELAND CO.  
My Commission Expires May 26, 1973  
May 26, 1973



Dorothy Turner, et al

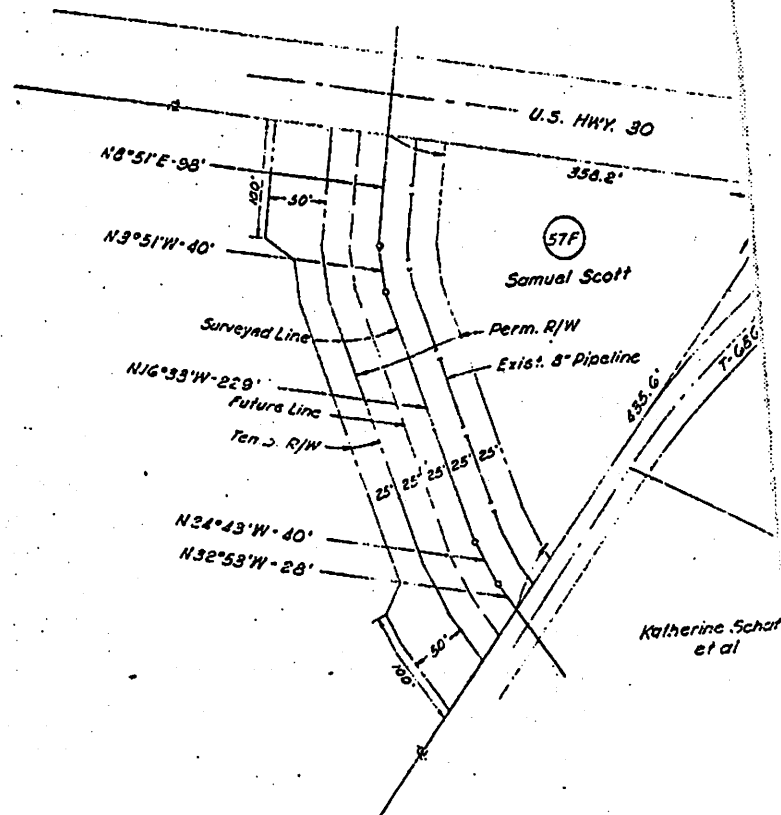
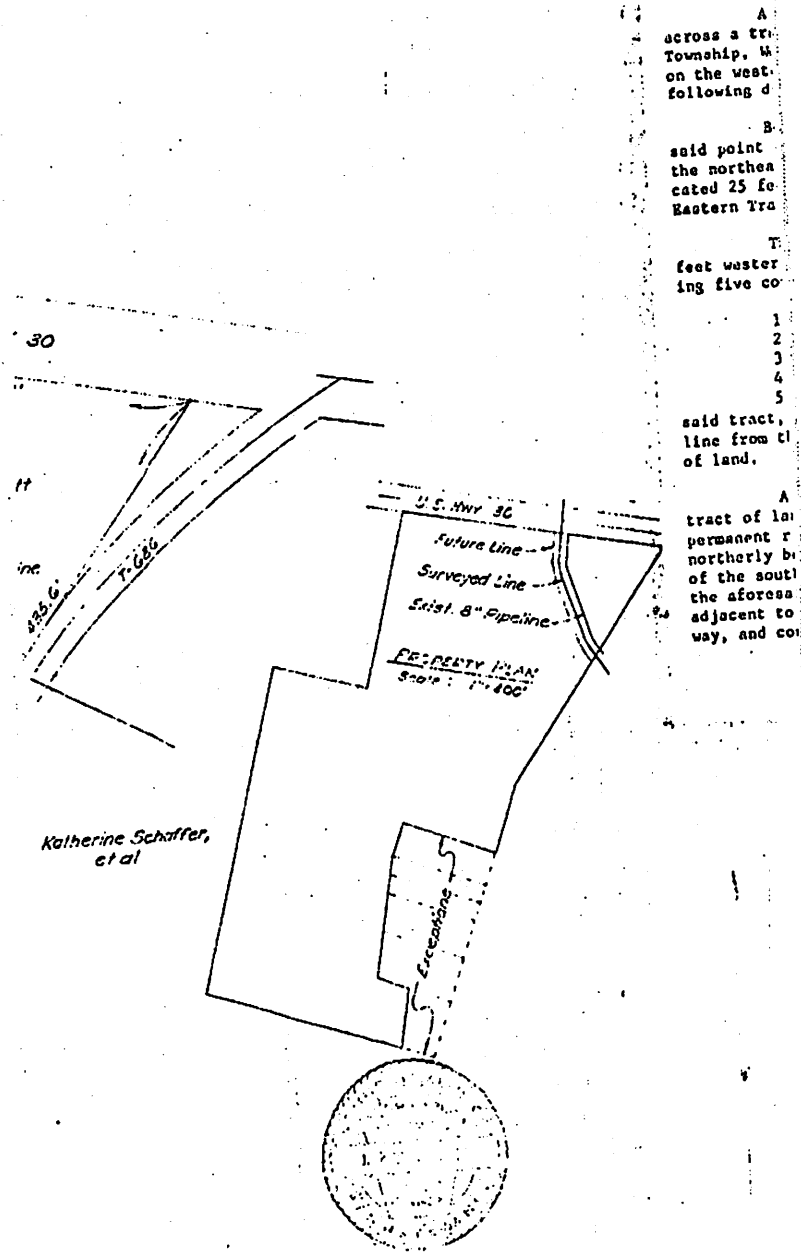


EXHIBIT "B"



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*J. Paul Simpson 1-31-67*

AK  
RB

**RIGHT-OF-WAY DESCRIPTIONS**

A permanent right of way, one hundred (100) feet in width, across a tract of land owned by Samuel Scott, located in Hempfield Township, Westmoreland County, Pennsylvania, being 50 feet in width on the westerly side and 50 feet in width on the easterly side of the following described line;

Beginning at a point in the southeasterly line of said tract, said point being located southwesterly 435.6 feet along said line from the northeast corner of said tract, said beginning point also being located 25 feet westerly from the existing 8-inch pipeline owned by Texas Eastern Transmission Corporation, measured at right angles thereto;

Thence through said tract, parallel to said pipeline and 25 feet westerly therefrom, measured at right angles thereto, the following five courses and distances:

- 1) N 32° 53' W, 28 feet to a point;
- 2) N 24° 43' W, 40 feet to a point;
- 3) N 16° 33' W, 229 feet to a point;
- 4) N 3° 51' W, 40 feet to a point;
- 5) N 8° 51' E, 98 feet to a point in the northerly line of

said tract, said point being located northwesterly 358.2 feet along said line from the northeast corner of said tract, and containing 1.00 acres of land.

Also a temporary right of way 25 feet in width, through said tract of land, being adjacent to the westerly side of the above described permanent right of way, except for a distance of 100 feet southerly of the northerly boundary of said tract, and a distance of 100 feet northwesterly of the southeasterly boundary of said tract, the temporary right of way at the aforesaid northerly and southeasterly boundary to be 50 feet in width adjacent to the westerly side of the above described permanent right of way, and containing .41 acres of land.

**PLAT OF SURVEY**

**FOR**

**TEXAS EASTERN TRANSMISSION CORPORATION**

**SHOWING LOCATION OF**

**STATION 21A-OAKFORD STORAGE**

**PROPOSED PIPELINE EASEMENT**

**THROUGH**

**SAMUEL SCOTT PROPERTY**

**HEMPFIELD TOWNSHIP**

**WESTMORELAND COUNTY, PENN.**

**SCALE 1"=100'**

Rev. 12-14-67

Rev. 1-26-69

Rev. 2-26-69

Align. Sht. 10 of 12  
F.B. 6 Pg. 1

TC-8-194362

EXHIBIT "A"

ALL that certain tract of land situate in Hempfield Township, Westmoreland County and State of Pennsylvania, bounded and described as follows, viz.:

BEGINNING at a point in the center of the Lincoln Highway at lands of Adolph Burger; thence along the lands of said Adolph Burger, South 39° 15' West 648.45 feet to a point; thence by same lands, South 36° 15' West 250.8 feet to a point; thence by same lands, South 22° 00' West 990.0 feet to a Gum Tree; thence along lands now or formerly of James Kerr, North 77° 30' West 858.0 feet to a post; thence along lands of David Errett, North 12° 00' East 1149.6 feet to a point at lands of Samuel Rice; thence along lands of Samuel Rice South 78° 00' East 346.8 feet to a stake; thence along same lands, North 12° 00' East 623.35 feet to a point in the center of the Lincoln Highway; thence along in the Lincoln Highway, South 79° 00' East 935.0 feet, more or less, to a point in the Lincoln Highway, the place of beginning.

CONTAINING 42 acres, more or less.

EXCEPTING AND RESERVING from and out of the operation of this conveyance any right-of-way for pipe lines, telephone lines or other rights-of way heretofore granted and conveyed by any predecessors in title.

EXCEPTING AND RESERVING THEREFROM:

1. ALL that certain tract or parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 0.715 acres, as conveyed to Howard Jenkins Permar by deed of Della Scott et vir, dated January 27, 1947, and recorded in Deed Book Vol. 1267, page 301.
2. ALL that certain tract or parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 1/2 acre, as conveyed to Raymond C. Fink et ux., by deed of Della Scott et vir, dated October 16, 1947, and recorded in Deed Book Vol. 1293, page 254.
3. ALL that certain tract or parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 1 acre, more or less, as conveyed to Zigmund Barton by deed of Della Scott et vir, dated April 30, 1947, and recorded in Deed Book Vol. 1364, page 46.
4. ALL that certain tract or parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 1/2 acre, more or less, as conveyed to Olive Perkey by deed of Della Scott et vir, dated April 23, 1952, and recorded in Deed Book Vol. 1463, page 130.

5. ALL that certain tract or parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 1 acre, as conveyed to William L. Deglau et ux., by deed of Della Scott et vir, dated July 6, 1969, and recorded in Deed Book Vol. 1781, page 16.
6. ALL that certain tract or parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 0.92 acre, more or less, as conveyed to Zigmund Barton et ux., by deed of Della Scott et vir, dated March 15, 1957, and recorded in Deed Book Vol. 1874, page 458.
7. ALL that certain tract or parcel of land situate in Hempfield Township, Westmoreland County, Pennsylvania, containing 0.104 acres, conveyed to West Penn Power Company, a corporation, by deed of Della Scott et vir, dated August 26, 1964, and recorded in Deed Book Vol. 1891, page 780.

BEING the same premises conveyed to Samuel Scott by deed of Della Scott, widow, dated June 29, 1966, and recorded in the Recorder of Deeds' Office in and for Westmoreland County, Pennsylvania, in Deed Book Vol. 1938, page 316.

96 OCT - 1 c:\44781\cas\scott.gh - 8/12/96

AM 10.23

RECORDED OF DEEDS

THIS EASEMENT AGREEMENT is made and entered into as of the 13<sup>th</sup> day of

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain real property (the "Grantor Parcel") situated in Hempfield Township, Westmoreland County, Pennsylvania more particularly described on Exhibit "A" which is attached hereto and made a part hereof by this reference; and

WHEREAS, Grantee is the fee owner of certain real property (the "Grantee Parcel") situated in Hempfield Township, Westmoreland County, Pennsylvania, more particularly described on Exhibit "A" which is attached hereto and made a part hereof by this reference; and

WHEREAS, Grantor and Grantee wish to enter into this Easement Agreement ("Easement Agreement") to establish certain easements with respect to the Grantor Parcel and the Grantee Parcel.

NOW THEREOF, in consideration of the sum of One and 00/XX (\$1.00) Dollar (the "Easement Price") and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee agree as follows:

1. Roadway Easement. Grantor hereby creates, declares, grants, conveys and establishes for the benefit of each and every person and entity now or hereafter owning any part of the Grantee Parcel, and their tenants and undertenants, licensees, invitees, agents, successors and assigns, a perpetual easement and right of way in common with Grantor over, across and through that portion of the Grantor Parcel abutting Grantee Parcel and more particularly described and indicated in red on Exhibit "B", attached hereto and made a part hereof by this reference, for any or all of the following purposes:

AFTER RECORDING, PLEASE RETURN TO:  
CHICAGO TITLE INSURANCE COMPANY  
1220 GRANT BUILDING  
PITTSBURGH, PA 15219-2203

constructing, utilizing, maintaining and dedicating a private roadway and passageway for free and uninterrupted vehicular and pedestrian ingress, egress and regress (the "Roadway"). The Roadway shall include the main drive aisle to which the easement connects, as described and indicated in red on Exhibit "B".

2. **Benefit and Burden.** The easements created hereunder shall run with and benefit the Grantee Parcel and shall run with and burden the Grantor Parcel.

3. **Maintenance.** Grantee shall be responsible for maintaining the roadway, at its sole cost and expense on Grantee's Parcel. Grantor shall be responsible for maintaining the Roadway, at its sole cost and expense on Grantor's Parcel except on the area described and indicated in red on Exhibit "B", said area to be maintained by Grantee.

4. **Closing.** The closing will be held on a date and at a place mutually acceptable to Grantor and Grantee (the "Closing"). The Closing designated shall occur no later than ten (10) days following the Closing of the Grantor's purchase of certain real property as described on Exhibit "A" ("Grantor Parcel") and located adjacent to the Grantee Parcel.

5. **Termination.** At any time prior to Closing, Grantor may terminate this Agreement by written notice to Grantee and the Easement Price Deposit shall be returned to Grantee with no further liability to either party.

6. **Indemnification.** Grantee its heirs and assigns shall indemnify and hold Grantor harmless from and against any and all costs, expenses, liabilities, claims and actions incurred by or brought against Grantor as a result of the road and related construction performed by Grantee pursuant hereto, including any costs, expenses, liabilities, claims or actions caused by the subsidence of improvements on the Grantor Parcel. Said indemnification shall survive the completion of construction by Grantee.

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IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement with the intention of being legally bound hereby as of the date first written above.

ATTEST:

*[Signature]* SEC

*[Signature]*

WITNESS:

\_\_\_\_\_

GRANTOR:

GUSTINE HEMPFIELD ASSOCIATES, LTD.

BY: GUSTINE HEMPFIELD, INC.,  
GENERAL PARTNER \*\*

By *[Signature]*  
Bruce E. Haney  
Title: President

GRANTEE:

By *[Signature]*  
Samuel Scott

\*\*of GHA Associates, Ltd.,  
general partner of Gustine Hempfield  
Associates, Ltd.

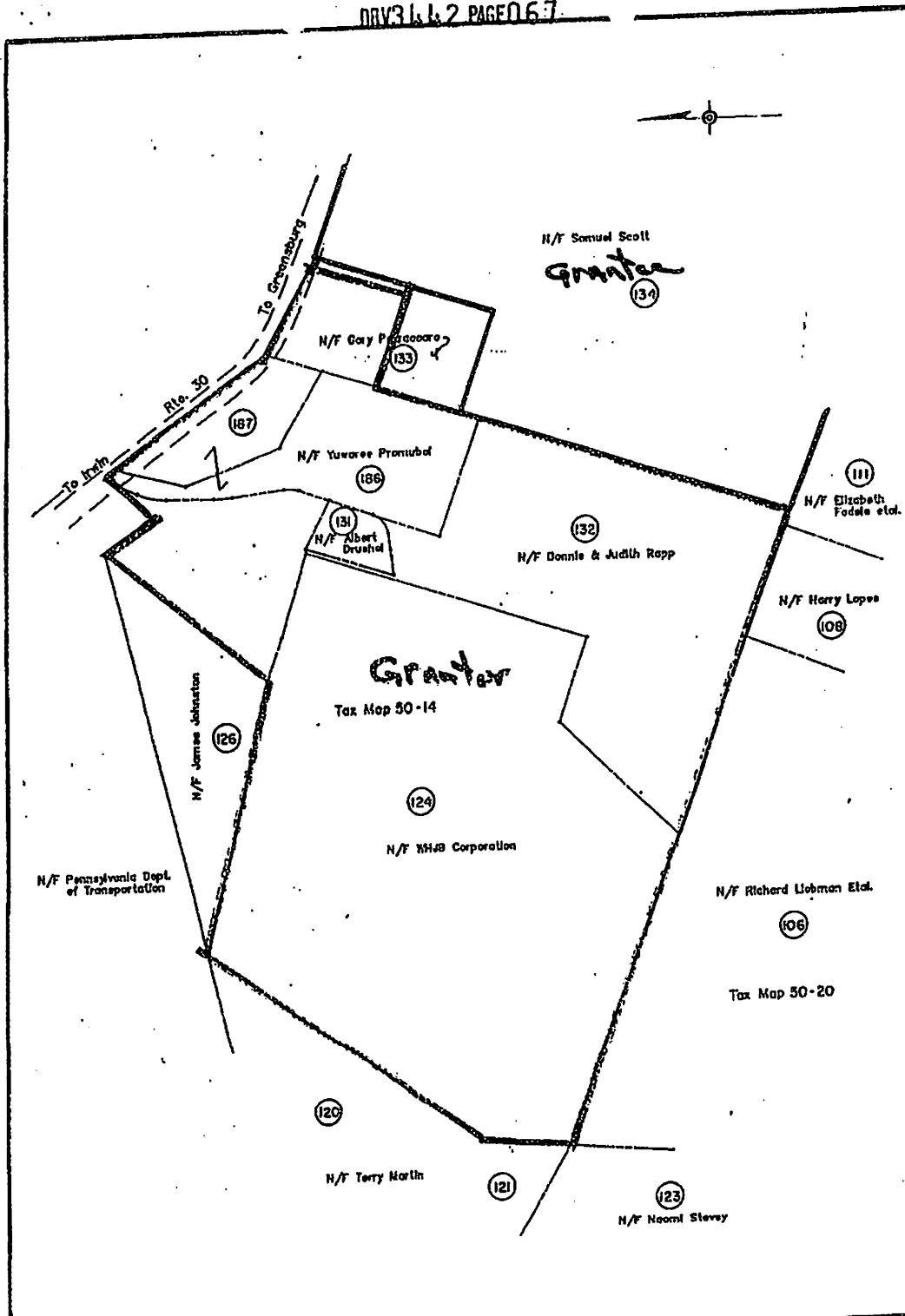
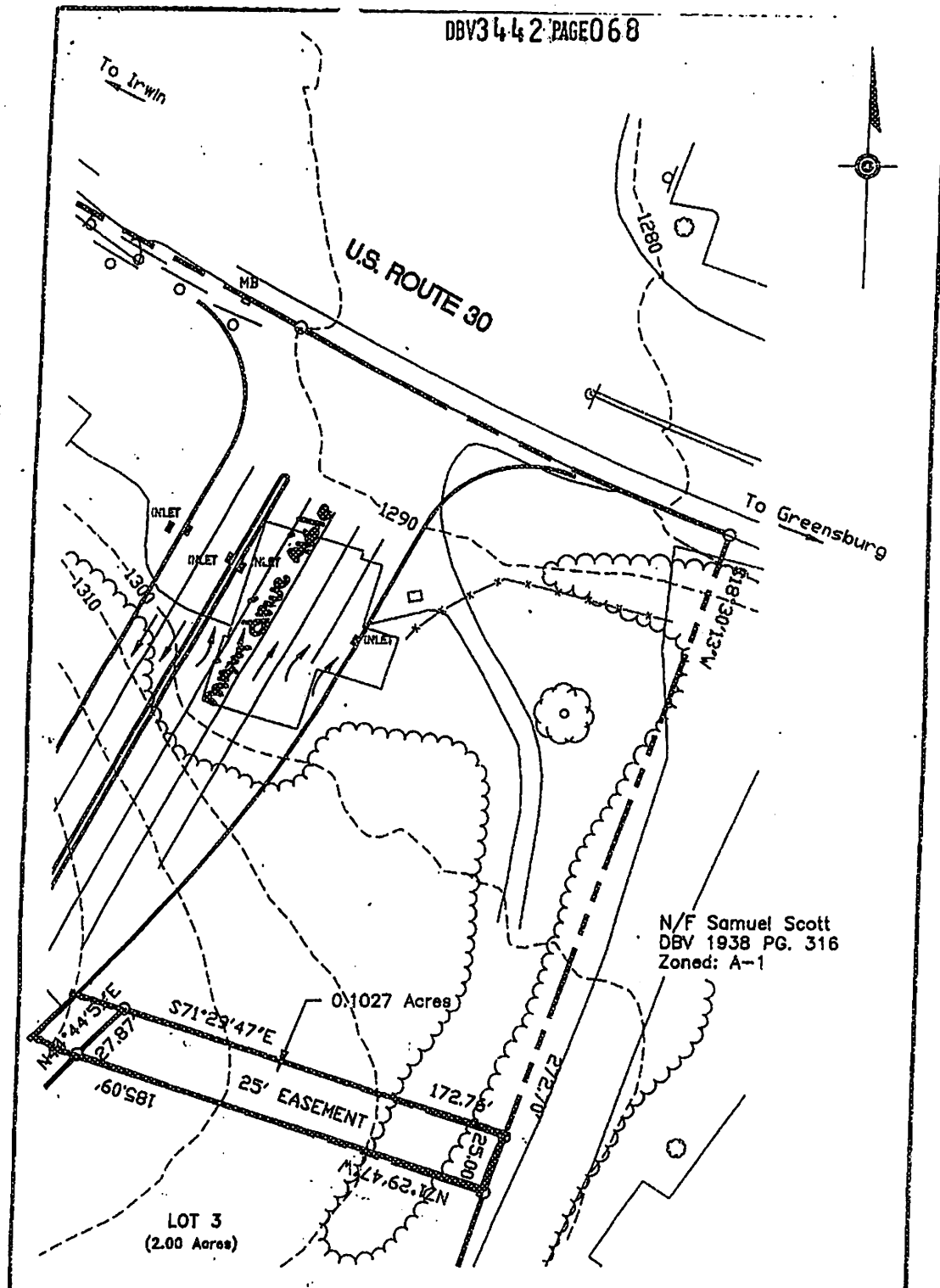


EXHIBIT A

PREPARED FOR  
**THE GUSTINE COMPANY**  
 HEMPFIELD TWP. WESTMORELAND CO.  
 PENNSYLVANIA

**McMILLEN ENGINEERING**  
 HOPWOOD, PA.

DATE  
 12-1994  
 SCALE  
 1"=400'  
 JOB NO.  
 94-22  
 BOOK NO.  
 ME 92  
 DRAWN BY  
 MLL  
 FILE  
 GUSTINE



N/F Samuel Scott  
DBV 1938 PG. 316  
Zoned: A-1

EXHIBIT "B"

PREPARED FOR

**Gustine Hempfield Assoc., LTD.**

HEMPFIELD TWP. WESTMORELAND CO.  
PENNSYLVANIA

**McMILLEN ENGINEERING**  
HOPWOOD, PA.

DATE  
3/25/96

SCALE  
1"=50'

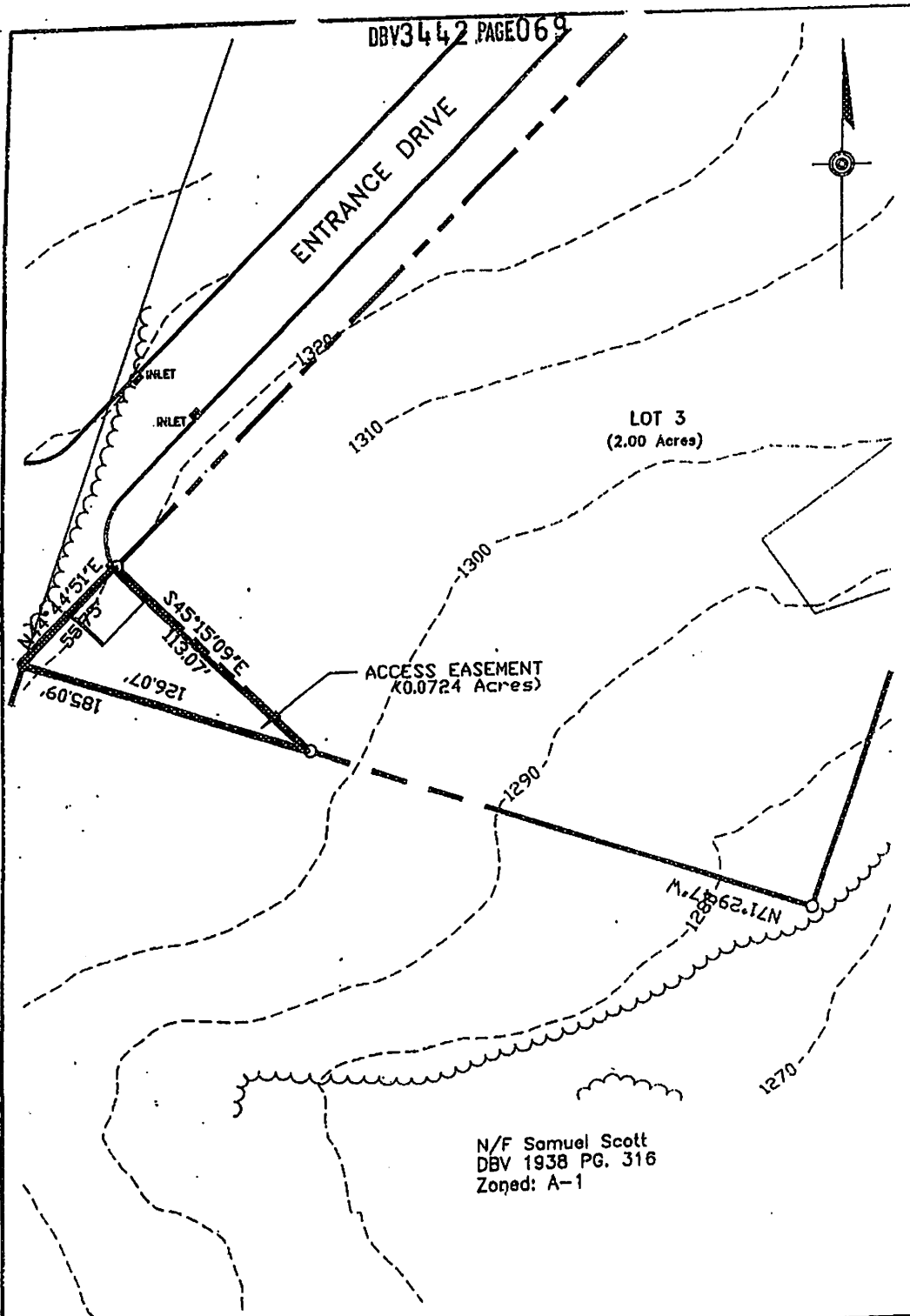
JOB NO.  
94-22

BOOK NO.  
ME 108

DRAWN BY  
VS

FILE  
ME 110

8422SCOTT



N/F Samuel Scott  
DBV 1938 PG. 316  
Zoned: A-1

EXHIBIT "B"  
PREPARED FOR  
**Gustine Hempfield Assoc., LTD.**  
HEMPFIELD TWP. WESTMORELAND CO.  
PENNSYLVANIA

**McMILLEN ENGINEERING**  
HOPWOOD, PA.

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| DATE     | 3/25/86 |
| SCALE    | 1"=50'  |
| JOB NO.  | 94-22   |
| BOOK NO. | ME 108  |
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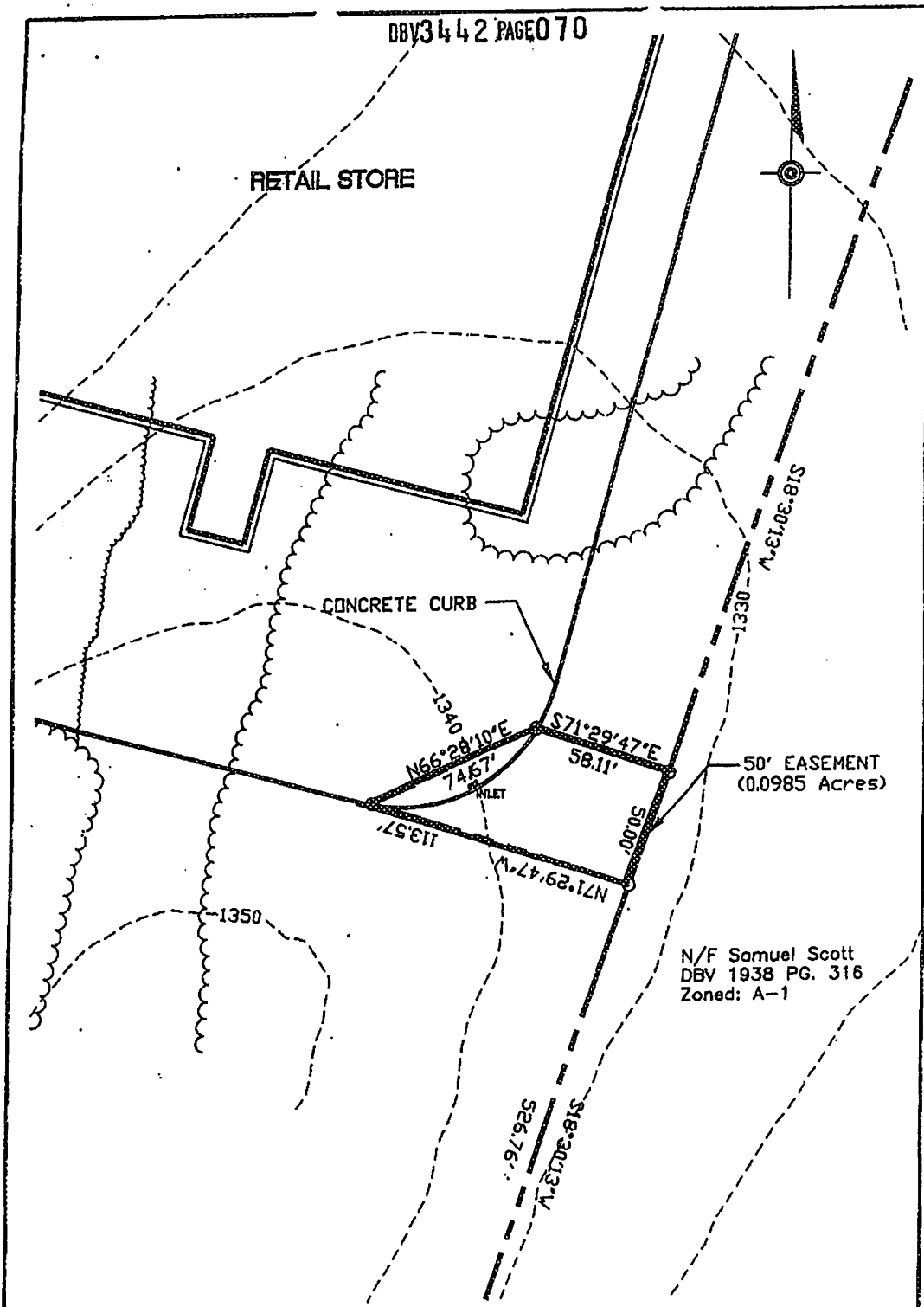


EXHIBIT "B"

PREPARED FOR

*Gustine Hempfield Assoc., LTD.*

HEMPFIELD TWP. WESTMORELAND CO.  
PENNSYLVANIA

**McMILLEN ENGINEERING**  
HOPWOOD, PA.

DATE  
3/25/98

SCALE  
1"=50'

JOB NO.  
94-22

BOOK NO.  
ME 108

DRAWN BY  
VS

FILE  
ME 110

9422SCOTT

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Allegheny, to wit:

On this 13th day of August, 1996, before me, a Notary Public, the undersigned officer, personally appeared Samuel Scott, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that Samuel Scott has been duly authorized to execute and has executed the same for the purposes therein contained and that the same is his act and deed.

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

Elizabeth H. Hannick (SEAL)  
Notary Public

My Commission Expires: 12/10/98

Notarial Seal  
Elizabeth Helen Hannick, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 10, 1998  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY, to wit:

I HEREBY CERTIFY, that this 13th day of August, 1996, before me, a Notary Public, in and for the State aforesaid, personally appeared Bruce E. Haney, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he is the President of GUSTINE HEMPFIELD, INC., general partner, of GUSTINE HEMPFIELD ASSOCIATES, a Pennsylvania Limited Partnership, and that he has been duly authorized to execute and has executed the same for the purposes therein contained and that the same is his act and deed.

\*\*general partner of GIA Associates, Ltd.,

Witness my hand and notarial seal.

Elizabeth H. Hannick (SEAL)  
Notary Public

My Commission Expires: 12/10/98

Notarial Seal  
Elizabeth Helen Hannick, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 10, 1998  
Member, Pennsylvania Association of Notaries

EASEMENT AGREEMENT

*Samuel B. Scott*  
RECORDED OF DEEDS  
THIS EASEMENT AGREEMENT is made and entered into as of the 13<sup>th</sup> day of Aug, 1996 by and among SAMUEL SCOTT, an individual, with an address at 1000 South Main Street, P.O. Box S, Greensburg, PA 15601-4899 ("Grantor") and GUSTINE HEMPFIELD ASSOCIATES, LTD., a Pennsylvania Limited Partnership, with offices at Suite 700, 2101 Wharton Street, Pittsburgh, PA 15203 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property (the "Grantor Parcel") situated in Hempfield Township, Westmoreland County, Pennsylvania, more particularly described on Exhibit "A" which is attached hereto and made a part hereof by this reference; and

WHEREAS, Grantee is the prospective owner of certain real property (the "Grantee Parcel") situated in Hempfield Township, Westmoreland County, Pennsylvania more particularly described on Exhibit "A" which is attached hereto and made a part hereof by this reference; and

WHEREAS, Grantor and Grantee wish to enter into this Easement Agreement ("Easement Agreement") to establish certain easements with respect to the Grantor Parcel and the Grantee Parcel.

\* NOW THEREOF, in consideration of the sum of One and 00/XX (\$1.00) Dollar (the "Easement Price") and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee agree as follows:

1. Roadway Easement. Grantor hereby creates, declares, grants, conveys and establishes for the benefit of each and every person and entity now or hereafter owning any part of the Grantee Parcel, and their tenants and undertenants, licensees, invitees, agents, successors and assigns, a perpetual easement and right of way in common with Grantor over, across and through that portion of the Grantor Parcel abutting U.S. Route 30 and more particularly described and indicated in red on Exhibit "B" attached hereto and made a part hereof by this reference for any or all of the following purposes:

constructing, widening, utilizing, maintaining, and dedicating a public roadway and passageway for free and uninterrupted vehicular and pedestrian ingress, egress and regress (the "Roadway"). Grantee shall have temporary rights of ingress to and egress from the easement area over, across and through the Grantor Parcel as necessary for the construction of said roadway.

2. **Temporary Construction Easement.** Grantor hereby creates, declares, grants, conveys and establishes for the benefit of each and every person and entity now or hereafter owning any part of the Grantee Parcel, and their tenants and undertenants, licensees, invitees, agents, successors and assigns, a temporary construction easement over and across those portion of the Grantor Parcel more particularly described and indicated in red on Exhibit "C" attached hereto and made a part hereof by this reference. Grantee, its successors and assigns, or its contractors shall be entitled to utilize said temporary construction easement for the purposes of constructing, filling and grading slopes to such elevations and at such rates of slope as Grantee may decide in connection with Grantee's construction and maintenance of the Roadway. The temporary construction easement provided for herein shall terminate upon final completion of construction of the Roadway by Grantee.

3. **Benefit and Burden.** The easements created hereunder shall run with and benefit the Grantee Parcel and shall run with and burden the Grantor Parcel. The easements and rights granted under this Agreement shall also run to the benefit of Pennsylvania Department of Transportation or other applicable governmental entity ("PennDOT") in the event that PennDOT undertakes any or all of the construction and/or maintenance of the Roadway and/or slopes. The Roadway Easement granted hereunder shall also benefit the traveling public.

4. **Construction Obligations.** Grantee shall restore any damage to the Grantor Parcel resulting from construction of the Roadway and/or slopes, including the following:

- (a) Regrading of the embankment;
- (b) The damaged vegetation on the embankment will be replaced;
- (c) The driveway will be repaired where damaged and access to the driveway will be maintained as to minimize inconvenience;

5. **Maintenance.** Until such time as Pennsylvania Department of Transportation or another governmental agency assumes responsibility for the Roadway contemplated hereby, from and after completion of construction, Grantee shall be responsible for maintaining the highway surface improvements, at its sole cost and expense.

6. **Closing.** The closing will be held on a date and at a place mutually acceptable to Grantor and Grantee (the "Closing"). The Closing designated shall occur no later than ten (10) days following the Closing of the Grantee's purchase of certain real property as described on Exhibit "A" ("Grantee Parcel") and located adjacent to Grantor's Parcel. In the event this closing does not take place, then this Agreement shall be considered null and void.

7. **Termination.** At any time prior to Closing, Grantee may terminate this Agreement by written notice to Grantor and the Easement Price Deposit shall be returned to Grantee with no further liability to either party.

8. **Indemnification.** Grantee its successors and assigns shall indemnify and hold Grantor harmless from and against any and all costs, expenses, liabilities, claims and actions incurred by or brought against Grantor as a result of the road and related construction performed by Grantee pursuant hereto, including any costs, expenses, liabilities, claims or actions caused by the subsidence of improvements on the Grantor Parcel. Said indemnification shall survive the completion of construction by Grantee.

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IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement with the intention of being legally bound hereby as of the date first written above.

WITNESS:

GRANTOR:

Nancy Blyden

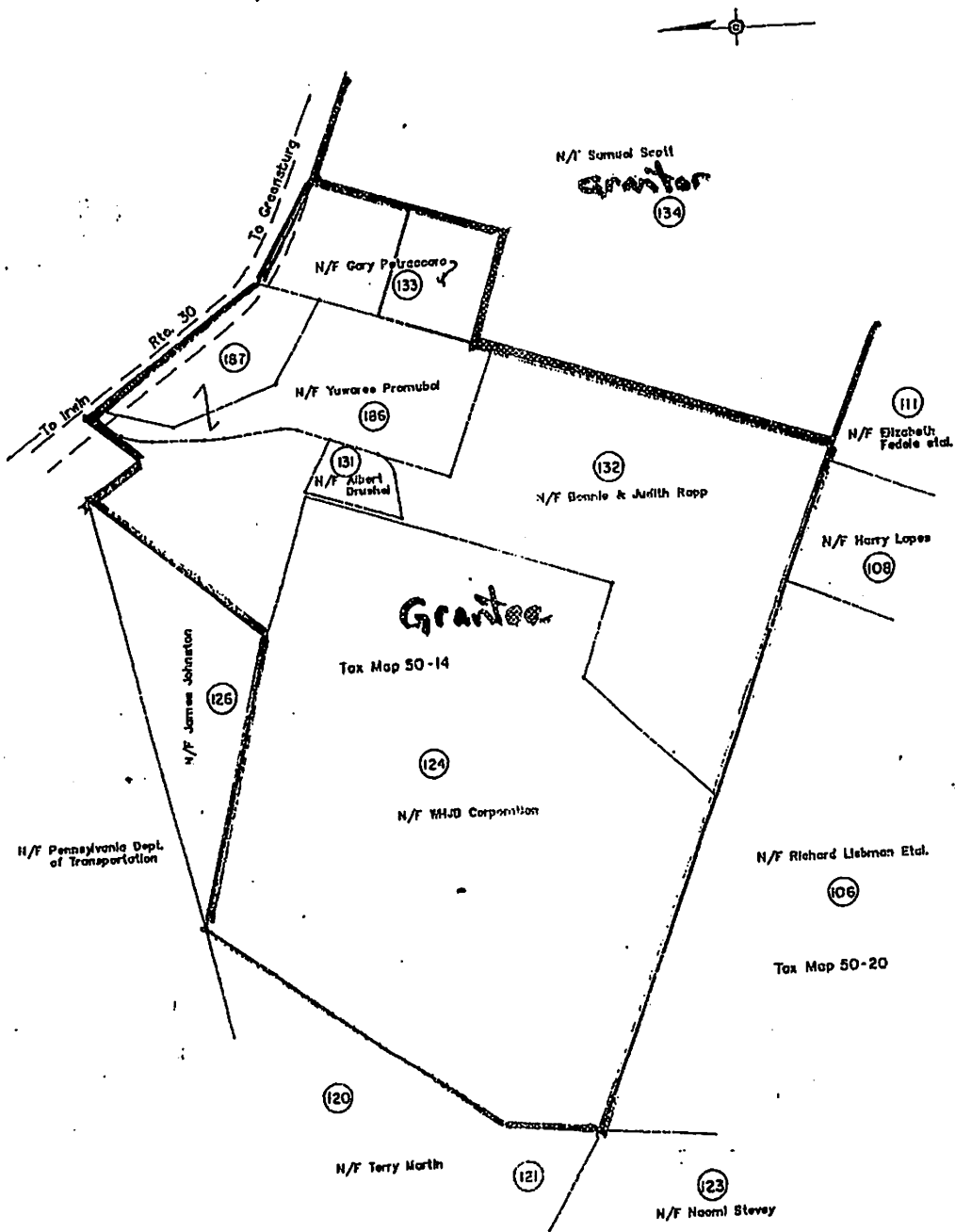
By Samuel Scott  
Samuel Scott

ATTEST:

GRANTEE:  
GUSTINE HEMPFIELD ASSOCIATES,  
LTD.  
BY: GUSTINE HEMPFIELD, INC.,  
GENERAL PARTNER

Bruce E. Haney SEC

By Bruce E. Haney  
Title: President

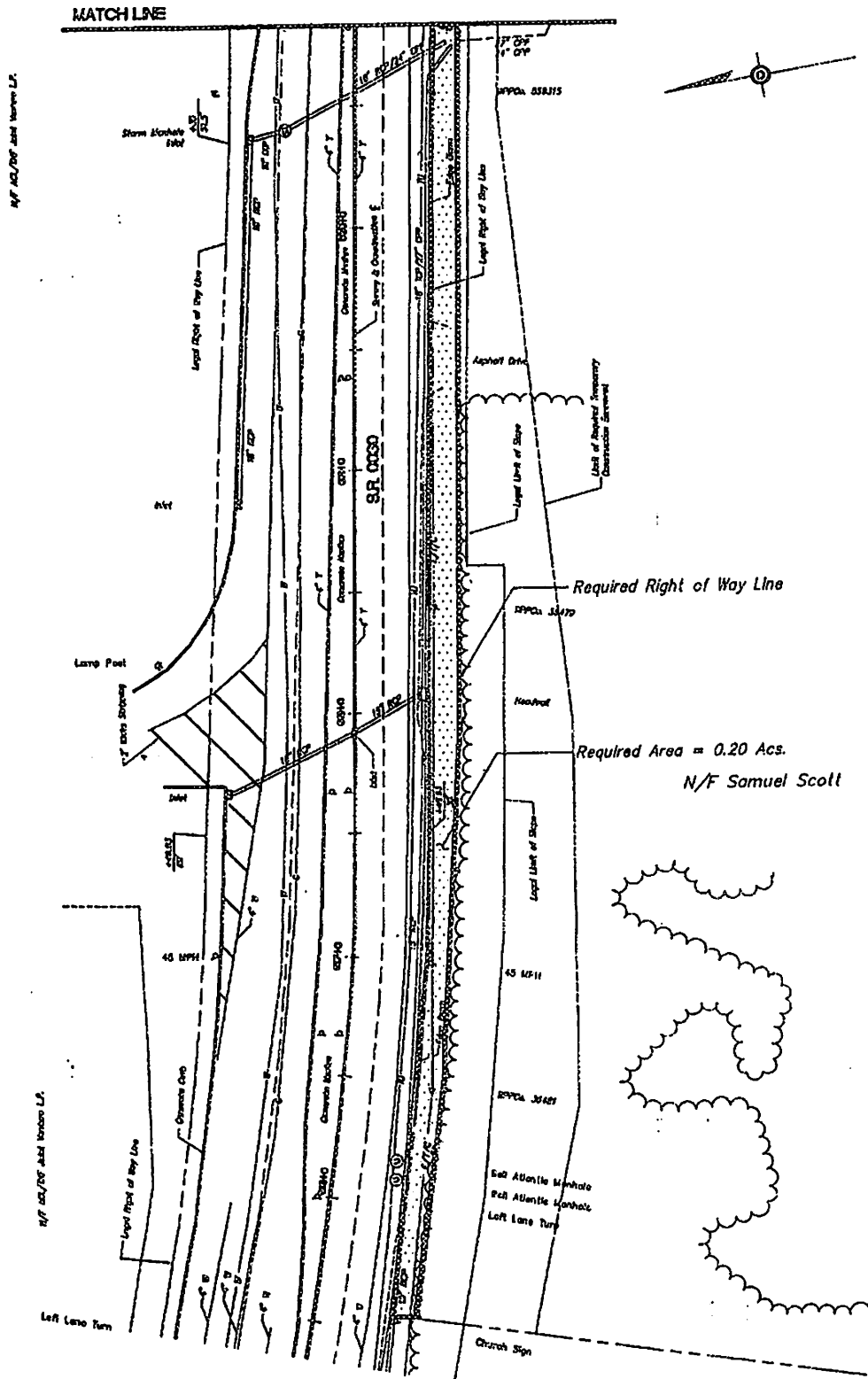


# EXHIBIT A

PREPARED FOR  
**THE GUSTINE COMPANY**  
 HEMPFIELD TWP. WESTMORELAND CO.  
 PENNSYLVANIA

**McMILLEN ENGINEERING**  
 HOPWOOD, PA.

|          |         |
|----------|---------|
| DATE     | 12-1994 |
| SCALE    | 1"=400' |
| JOB NO.  | 94-22   |
| BOOK NO. | ME 92   |
| DRAWN BY | MLL     |
| FILE     | GUSTINE |



## EXHIBIT B

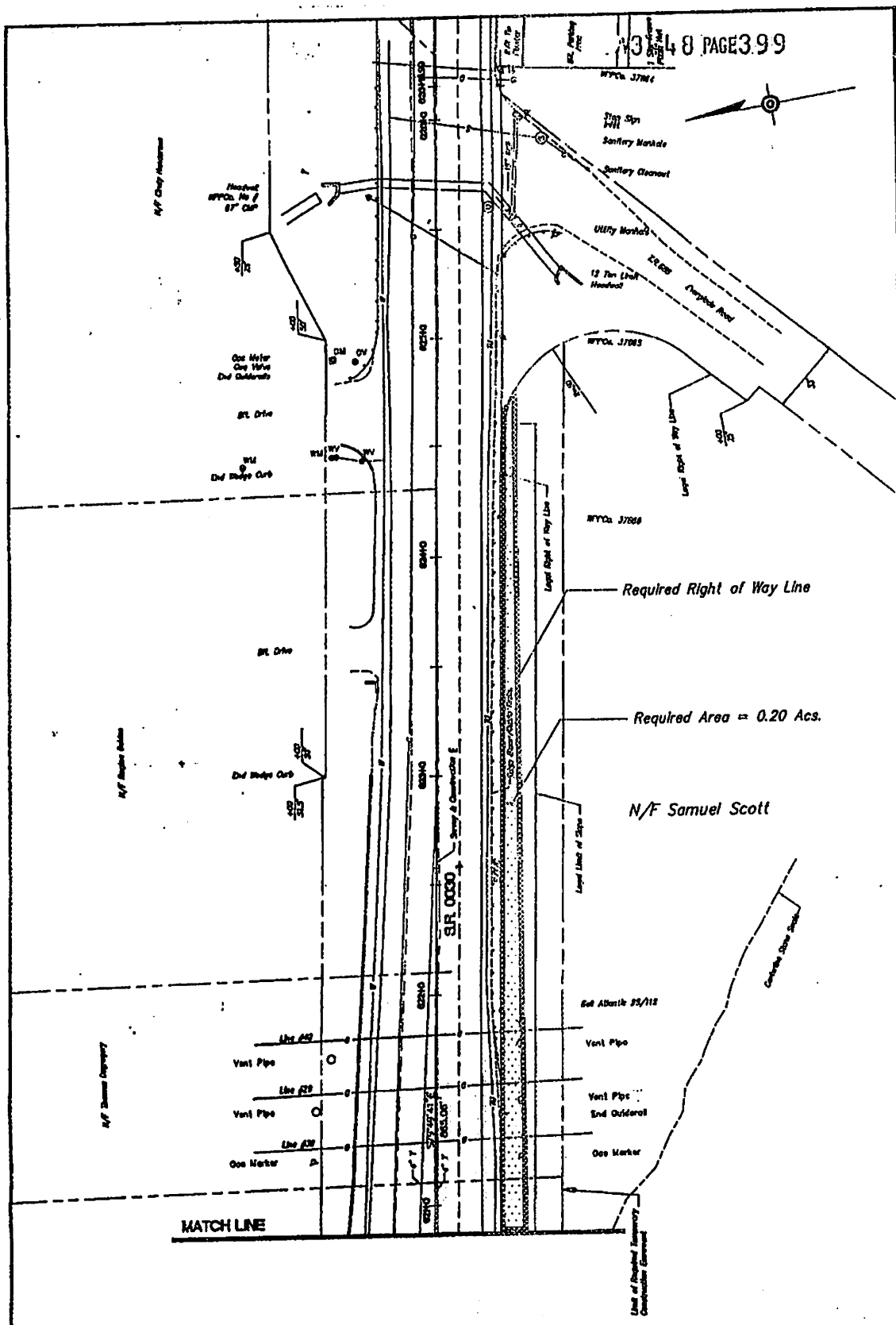
PERPETUAL EASEMENT AND RIGHT OF WAY

PREPARED FOR

**THE GUSTINE COMPANY**

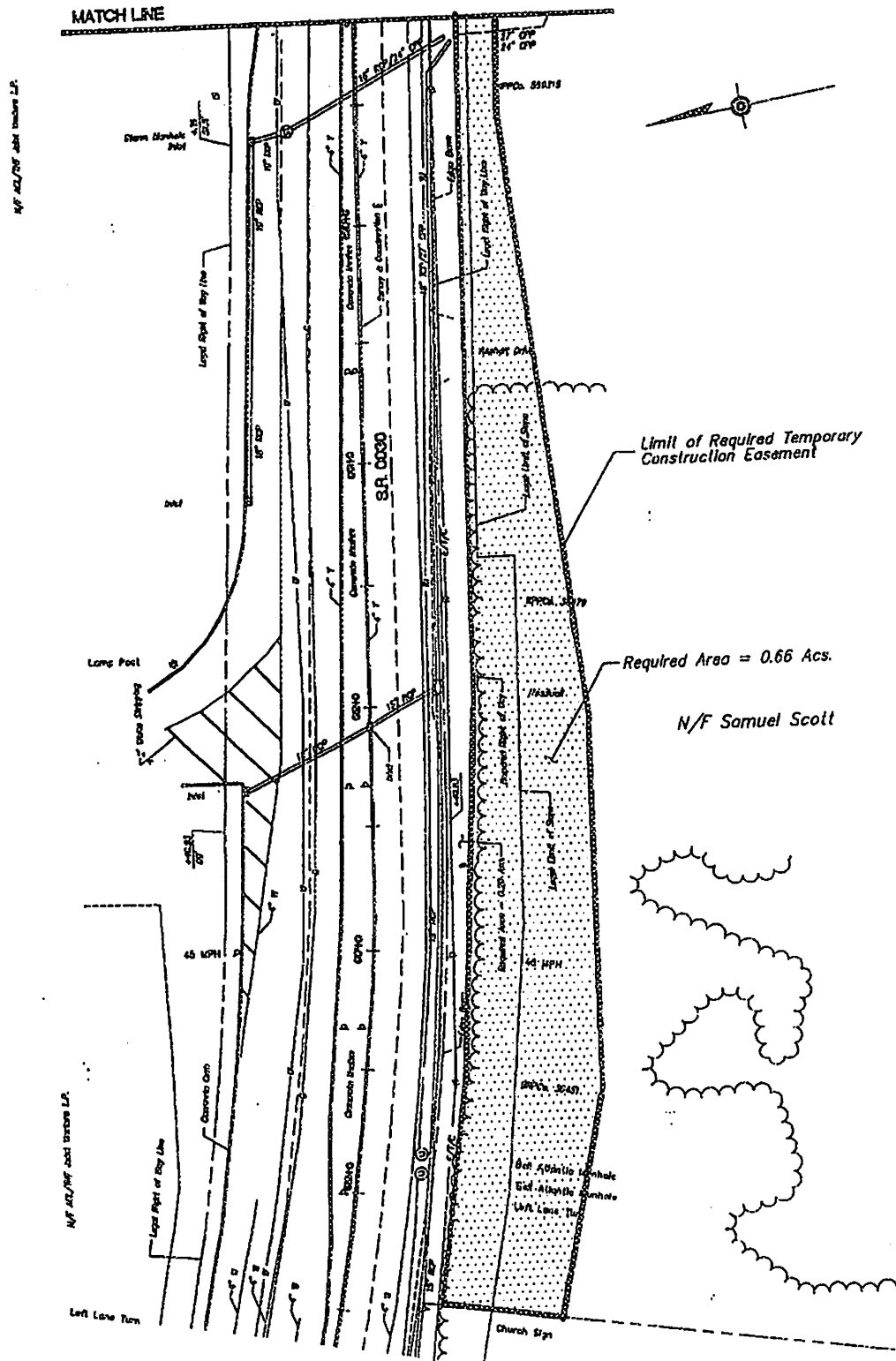
HEMPFIELD TWP. WESTMORELAND CO.  
PENNSYLVANIA

|                                                                             |                   |                                                              |                  |
|-----------------------------------------------------------------------------|-------------------|--------------------------------------------------------------|------------------|
| DATE<br>6/11/96                                                             | SCALE<br>1" = 50' | JOB NO.<br>****                                              | BOOK NO.<br>**** |
| FILE<br>GUSTINE                                                             | DRAWN BY<br>VS    | CAD FILE 0:89-95<br>95-98-400 GUSTINE<br>G-BURG MISC SCOTTLI |                  |
| <b>McMILLEN ENGINEERING</b><br>(412) 438-8110 PO BOX 363 HOPWOOD, PA. 15445 |                   |                                                              |                  |



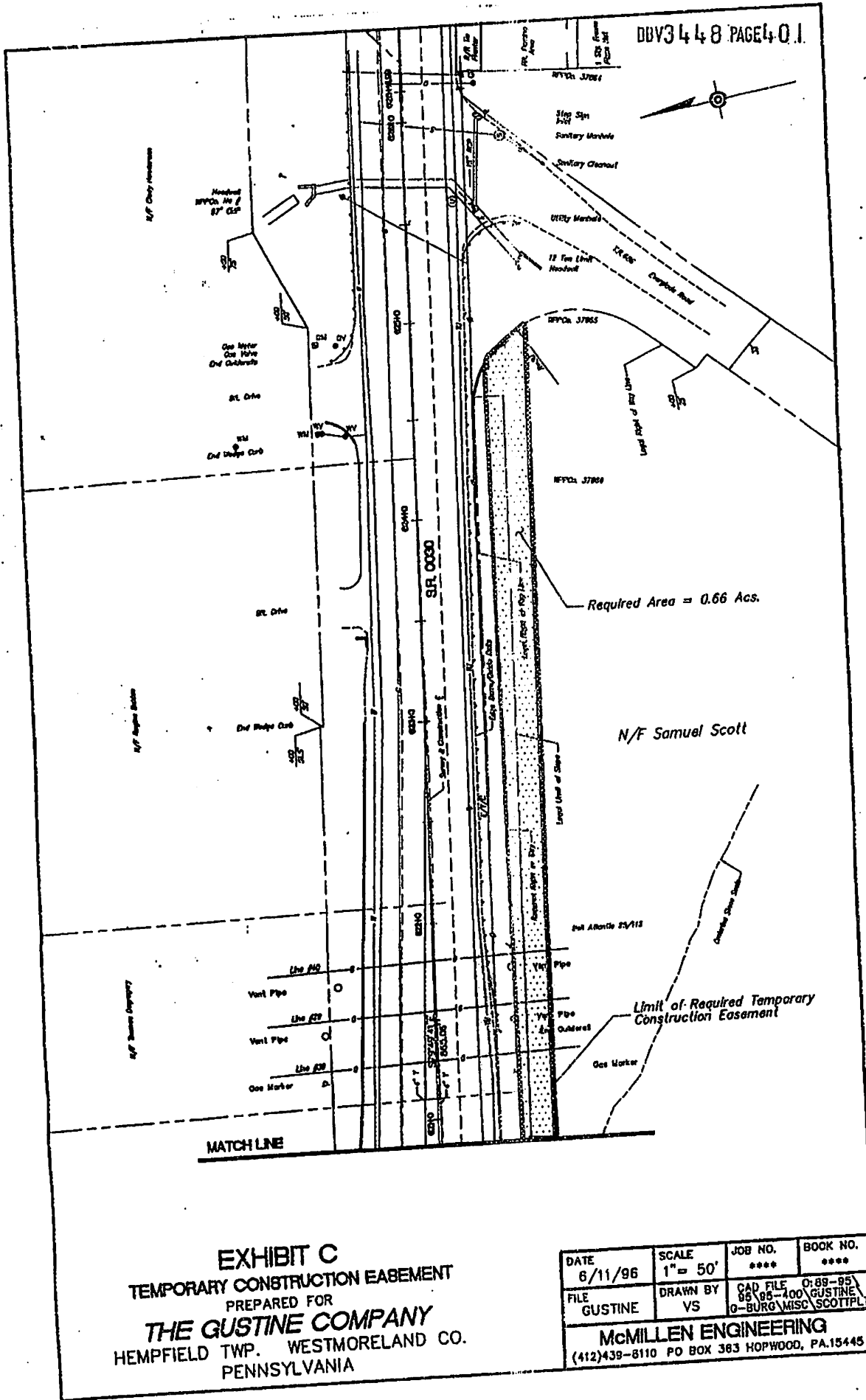
**EXHIBIT B**  
**PERPETUAL EASEMENT AND RIGHT OF WAY**  
 PREPARED FOR  
**THE GUSTINE COMPANY**  
 HEMPFIELD TWP. WESTMORELAND CO.  
 PENNSYLVANIA

|                                                                    |                   |                                                                 |                  |
|--------------------------------------------------------------------|-------------------|-----------------------------------------------------------------|------------------|
| DATE<br>6/11/96                                                    | SCALE<br>1" = 50' | JOB NO.<br>****                                                 | BOOK NO.<br>**** |
| FILE<br>GUSTINE                                                    | DRAWN BY<br>VS    | CAD FILE 0:88-95/<br>95\95-400\GUSTINE/<br>G-BURG\MISC\SCOTTPLT |                  |
| McMILLEN ENGINEERING<br>(412)439-8110 PO BOX 383 HOPWOOD, PA.15445 |                   |                                                                 |                  |



**EXHIBIT C**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 PREPARED FOR  
**THE GUSTINE COMPANY**  
 HEMPFIELD TWP. WESTMORELAND CO.  
 PENNSYLVANIA

| DATE                                                                      | SCALE    | JOB NO.                                               | BOOK NO. |
|---------------------------------------------------------------------------|----------|-------------------------------------------------------|----------|
| 6/11/96                                                                   | 1" = 50' | ****                                                  | ****     |
| FILE                                                                      | DRAWN BY | CAD FILE                                              |          |
| GUSTINE                                                                   | VS       | 0:89-95/<br>95-95-400 GUSTINE/<br>8-BURG MISC SCOTTLT |          |
| <b>McMILLEN ENGINEERING</b><br>(412)439-8110 PO BOX 363 HOPWOOD, PA.15445 |          |                                                       |          |



**EXHIBIT C**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 PREPARED FOR  
**THE GUSTINE COMPANY**  
 HEMPFIELD TWP. WESTMORELAND CO.  
 PENNSYLVANIA

|                                                                           |                   |                                                        |                  |
|---------------------------------------------------------------------------|-------------------|--------------------------------------------------------|------------------|
| DATE<br>6/11/96                                                           | SCALE<br>1" = 50' | JOB NO.<br>****                                        | BOOK NO.<br>**** |
| FILE<br>GUSTINE                                                           | DRAWN BY<br>VS    | CAD FILE 0:89-95\95\95-100\GUSTINE\0-BURG\MISC\SCOTTLT |                  |
| <b>McMILLEN ENGINEERING</b><br>(412)439-8110 PO BOX 383 HOPWOOD, PA.15445 |                   |                                                        |                  |

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Allegheny, to wit:

On this 13th day of August, 1996, before me, a Notary Public, the undersigned officer, personally appeared Samuel Scott, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that Samuel Scott has been duly authorized to execute and has executed the same for the purposes therein contained and that the same is his act and deed.

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

Elizabeth H. Haney (SEAL)  
Notary Public

My Commission Expires: 12/10/98

Elizabeth H. Haney, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 10, 1998  
Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY, to wit:

I HEREBY CERTIFY, that this 13th day of August, 1996, before me, a Notary Public, in and for the State aforesaid, personally appeared Bruce E. Haney, known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he is the President of GUSTINE HEMPFIELD, INC., general partner, of GUSTINE HEMPFIELD ASSOCIATES, a Pennsylvania Limited Partnership, and that he has been duly authorized to execute and has executed the same for the purposes therein contained and that the same is his act and deed.

Witness my hand and notarial seal.

Elizabeth H. Haney (SEAL)  
Notary Public

My Commission Expires: 12/10/98

Elizabeth H. Haney, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Dec. 10, 1998  
Member, Pennsylvania Association of Notaries



## CERTIFICATE OF RESIDENCE

I, Peter Edward Moran, Notary Public, Do hereby certify that Grantees precise residence is No. 702 Gaskill Avenue, Jeannette, Westmoreland Co., Pa., WITNESS my hand this fifth day of September, 1946.

Peter Edward Moran

Notary Public

\$1.10 I. R. Stamps attached and cancelled.

Recorded February 21, 1947 oab

Jessie B. McCormick, Recorder

#####

DEED

DELLA SCOTT ET VIR

TO

HOWARD JENKINS PERMAR

THIS INDENTURE MADE the  
27th day of January in the  
year of our Lord, one thou-  
sand nine hundred and forty-  
seven (1947) BETWEEN DELLA  
SCOTT and MAURICE SCOTT,

her husband, of the City of Greensburg, County of Westmoreland, and State of Pennsylvania, parties of the first part, and HOWARD JENKINS PERMAR, of Hempfield Township, County of Westmoreland, and State of Pennsylvania, party of the second part: WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, and other good and valuable considerations, unto them well and truly paid by the said party of the second part, at or 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, his heirs and assigns, forever,

ALL that certain tract of land situate in Hempfield Township, Westmoreland County, Pennsylv-  
vania, bounded and described as follows: BEGINNING at a point in the center of a public  
\_oad leading from the Lincoln Highway to the West Newton Road at corner of lands formerly  
of James Kerr; thence by line of lands formerly of James Kerr, North 77° 30' West 119.3  
feet to a point; thence through lands of grantors, of which this was a part, North 12° 11'  
East 213 feet to a point; thence by same South 67° 45' East 197 feet to a point in the  
center of said public road first mentioned; thence by the center line of said public road  
South 28° 16' West 57.8 feet to a point; thence by same South 37° 17' West 137.8 feet  
to the point, the place of beginning. Containing 0.715 acres. This conveyance is made  
upon the following express conditions and subject to the following restrictions, all of  
which shall be binding upon said party of the second part, his heirs and assigns:

- (1) This tract of land is to be used for residential purposes only and not for any public or commercial purpose.
- (2) No house shall be erected on said tract of land nearer than 50 feet to the public township road which bounds said tract of land.
- (3) Any house erected upon said tract of land shall have the front thereof facing the public township road which bounds said tract.
- (4) Said tract of land shall not be sub-divided.

WHEREAS a gas pipe line and a right of way for the same extends for the entire distance along the Northerly boundary of the tract of land herein described, the right

of way may be partly on the tract of land herein described and conveyed, and partly on other lands of the parties of the first part. It is hereby expressly provided that parties of the first part grant and convey to the party of the second part the right to go upon said right of way and make a connection for a gas line for domestic use, if the same can be arranged with the owner of said gas line, and to lay a gas line for domestic use, and the parties of the first part, their heirs and assigns expressly reserve the right and privilege to go upon said right of way and make a connection for the gas line for domestic use if the same can be arranged with the owners of the said gas pipe line, and to lay a gas line for said domestic use.

BEING a part of the same tract of land which was conveyed to Della Scott, one of the parties of the first part herein, by deed of Adolph Burger, dated November 19th, 1945, and recorded in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Volume 1224, page 540; and said tract of land so recited being in turn a part of a larger tract of land which was conveyed to James W. Kerr by deed of Jacob Lauffer, et ux., dated April, 1, 1857, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 46, Page 468; and the said James W. Kerr, being so seized thereof, died intestate sometime prior to the year 1895, survived by his daughters, Agnes Kerr and Bell Kerr, as his only heirs at law, in whom said larger tract vested by virtue of the Intestate Laws and the said Agnes Kerr being so seized of an undivided interest died September 10, 1895, intestate, unmarried, and without issue, leaving as her only heir at law her sister, the said Bell Kerr, otherwise known as Isabella Kerr, and the said Bell Kerr died February 18, 1921, testate, and by her last will and testament of record in the Office of the Register of Wills, of Westmoreland County in Will Book Vol. 21, Page 209, devised said larger tract to Laura Dry; and the said Laura Dry, et vir. deeded part of the same to Harry A. Byers, by deed dated June 16, 1934, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 954, Page 384; and the said Harry A. Byers, et ux., by deed dated January 3, 1935, and recorded in the Office aforesaid, in Deed Book Vol. 967, Page 454, conveyed the same to the said Adolph Burger and Elizabeth Burger, his wife, above mentioned as predecessors in title, to the said Della Scott, one of the grantors herein.

TOGETHER with all and singular, the premises, 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 - 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 tract of land, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns, FOREVER. AND DELLA SCOTT and MAURICE SCOTT, her husband, the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise 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 hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against them, the said parties of the first part, and 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 have to these presents set their hands and seals. Dated the day and year first above written.

SEALED AND DELIVERED IN THE PRESENCE OF

Della Scott (SEAL)

James V. Buckley

Maurice Scott (SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF WESTMORELAND ) ss.

On this 27th day of January A.D. 1947, before me, an Alderman personally appeared DELLA SCOTT and MAURICE SCOTT, her husband, 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. WITNESS my hand and notarial seal, the day and year aforesaid.

James V. Buckley  
Greensburg, Pa. (SEAL)

My Commission Expires January 1, 1948

#### CERTIFICATE OF RESIDENCE

I, Do hereby certify that the grantee's precise residence is R.D. 3 Greensburg, Pa. Witness my hand this 21st day of February, 1947

Christ C. Walthour, Jr.

\$1.10 I. R. Stamps attached and cancelled.

Recorded February 21, 1947 oab

Jessie B. McCormick, Recorder

#####

#### DEED

PAUL TRUE ET UX

TO

FLOYD HINCHMAN ET AL

THIS INDENTURE MADE the  
12th day of February in  
the year of our Lord,  
one thousand nine hun-  
dred and forty-seven A.D.

1947) BETWEEN PAUL TRUE and ONEIDA E. TRUE, his wife, of the Borough of Ashland, County of Boyd, State of Kentucky, parties of the first part, AND FLOYD HINCHMAN, alias dictus JOHN F. HINCHMAN, of the Township of Loyalhanna, County of Westmoreland and Commonwealth of Pennsylvania, party of the second part. WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar Dollars, lawful money of the United States of America, unto them in hand paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released, and quit-claimed, and by these presents do remise, release, and quit-claim unto the said party of the second part, and to himself, his heirs and assigns, forever,

ALL our right, title, interest, and claim of in and to all that certain piece, parcel or tract of ground situate in the Township of Loyalhanna, County of Westmoreland and Commonwealth of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a point on the line of land now or formerly of Samuel D. Rupert; thence along the same, North 1° 45' West 80.5 feet to a point on the line of lands now or formerly of Alcorn heirs; thence by the line of lands of the said Alcorn heirs, North 88° 5' East 141 feet and 11 inches to a point; thence along the line of lands devised to Goldie Hinchman True under the Last

# This Indenture,

Made the \_\_\_\_\_ 16th \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_ in the year of our Lord, one thousand nine hundred and forty-seven (1947) \_\_\_\_\_

Between DELLA SCOTT and MAURICE SCOTT, her husband, of the City of Greensburg, Westmoreland County, Pennsylvania, parties of the first part, AND RAYMOND C. PINK and ALBERTA M. PINK, his wife, of Hempfield Township, Westmoreland County, Pennsylvania, parties \_\_\_\_\_

of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of One (\$1.00) \_\_\_\_\_ and other good valuable considerations, \_\_\_\_\_ Dollars, lawful money of the United States of America, unto them well and truly paid by the said parties of the second part, at \_\_\_\_\_ on \_\_\_\_\_ 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 parties of the second part, \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns forever:

All that certain tract of land situate in Hempfield Township, Westmoreland County, Pennsylvania, bounded and described as follows, to wit: BEGINNING at a point in the public road leading from the Lincoln Highway to the West Newton Road at corner of other lands of Della Scott, one of the grantors herein; thence by line of lands of same, North 68° West 341.15 feet to a point; thence continuing by same, North 12° 30' East 63.74 feet to a point; thence continuing by same, South 68° East 351.92 feet to a point in said public road first mentioned; thence through said public road, South 22° West 62.85 feet to the point, the place of beginning. Containing one-half of an acre. The conveyance of the tract of land hereinabove described is made upon the following express conditions and subject to the following restrictions, all of which shall be binding upon said parties of the second part, their heirs and assigns: \_\_\_\_\_

- \_\_\_\_\_ 1. This tract of land is to be used for residential purposes only and not for any public or commercial purpose.
- \_\_\_\_\_ 2. No house shall be erected on said tract of land nearer than 50 feet to the public township road which bounds said tract.
- \_\_\_\_\_ 3. Any house erected upon said tract of land shall have the front thereof facing the public township road which bounds said tract.
- \_\_\_\_\_ 4. Said tract of land shall not be sub-divided.

BEING part of the same tract of land which was conveyed to Della Scott, one of the grantors hereto, by deed of Adolph Burger, et ux., dated November 19, 1945, and recorded in the Office of the Recorder of Deeds of Westmoreland County in Deed Book Vol. 1224, Page 540, and said tract of land so recited being in turn a part of a larger tract of land which was conveyed to James W. Kerr, by deed of Jacob Lauffer, et ux., dated April 1, 1857, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 46, Page 468; and the said James W. Kerr, being so seized thereof, died intestate sometime prior to the year 1895, survived by his daughters, Agnes Kerr and Bell Kerr, as his only heirs at law, in whom said larger tract vested by virtue of the Intestate Laws and the said Agnes Kerr being so seized of an undivided interest died September 10, 1895, intestate, unmarried and without issue, leaving as her only heir at law her sister, the said Bell Kerr, otherwise known as Isabella Kerr, and the said Bell Kerr died February 18, 1921, testate, and by her last will and testament of record in the Office of the Register of Wills of Westmoreland County in Will Book Vol. 21, Page 209, devised said larger tract to Laura Dry; and the said Laura Dry, et vir. deeded part of the same to Harry A. Byers, by deed dated June 16, 1934, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 954, Page 384; and the said Harry A. Byers, et ux., by deed dated January 3, 1935, and recorded in the Office aforesaid in Deed Book Vol. 967, Page 454, conveyed the same to the said Adolph Burger and Elizabeth Burger, his wife, above mentioned as predecessors in title to the said Della Scott, one of the grantors herein. \_\_\_\_\_ and \_\_\_\_\_

1293

Together with all and singular, the \_\_\_\_\_ premises, \_\_\_\_\_ improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise 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 parties \_\_\_\_\_ of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

in have and in hold the said tract of land, \_\_\_\_\_

hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns, to and for the only proper use and behoof of the said parties of the second part their heirs and assigns, forever.

And DELLA SCOTT, \_\_\_\_\_

the said party \_\_\_\_\_ of the first part, for \_\_\_\_\_ herself, her \_\_\_\_\_ heirs, executors, and administrators, does \_\_\_\_\_ by these presents covenant, \_\_\_\_\_ promise \_\_\_\_\_ and agree to and with the said parties of the second part, \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns, that \_\_\_\_\_ she \_\_\_\_\_ the said party \_\_\_\_\_ of the first part, \_\_\_\_\_ her \_\_\_\_\_ heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns, against \_\_\_\_\_ her \_\_\_\_\_, the said party \_\_\_\_\_ of the first part, and \_\_\_\_\_ her \_\_\_\_\_ 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 have to these presents set their hand and seals. Dated the day and year first above written.

Signed, sealed and delivered in the presence of

James V. Buckley

Jennie K. Buckley

Della Scott

Maurice Scott



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WESTMORELAND

SS. \_\_\_\_\_

On this 16th day of October A. D. 1947, before me, the undersigned authority, personally appeared DELLA SCOTT and MAURICE SCOTT, her husband, 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. Witness my hand and official seal, the day and year aforesaid.

James V. Buckley (SEAL)

Alderman - (Greensburg, Pa.)

MY COMMISSION EXPIRES JANUARY 1, 1948

CERTIFICATE OF RESIDENCE

I, William Steel, Esquire Do hereby certify that grantees' precise residence is R. D. # 3, Greensburg, Pennsylvania. Witness my hand this 16th day of October 1947.

William Steel, Esq.

\$1.10 I. R. Stamps attached and cancelled.

Recorded 16 day of October 19 47

T. M. Jessie S. McCormick Recorder

# This Indenture,

Made the 30th day of April, in the year of our Lord, one thousand nine hundred and forty-seven (1947).

Between DELLA SCOTT and MAURICE SCOTT, her husband, of the City of Greensburg, Westmoreland County, Pennsylvania, parties of the first part, AND ZIGMUND BARTON and HELEN ELIZABETH BARTON, his wife, of the City of Jeannette, Westmoreland County, Pennsylvania, parties

of the second part, Witnesseth that the said parties of the first part, for and in consideration of the sum of One (\$1.00) and other good and valuable considerations, lawful money of the United States of America/unto them well and truly paid by the said parties of the second part, at or 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 parties of the second part, their heirs and assigns forever:

All that certain tract of land situate in Hempfield Township, Westmoreland County, Pennsylvania, bounded and described as follows, to wit: BEGINNING at a point in the public road leading from the Lincoln Highway to the West Newton Road at corner of lands of Howard Permar; thence by lands of Howard Permar and by other lands of grantors, North 68° 00' West 277.85 feet to a point; thence through other lands of which this was a part, North 12° 30' East 152.08 feet to a point; thence continuing through other lands of which this was a part, South 68° 00' East 302.95 feet to a point in mid public road first mentioned; thence through said road, South 22° 00' West 150 feet to the point, the place of beginning. CONTAINING one acre, more or less. BEING PART of the same tract of land which was conveyed to Della Scott, one of the parties of the first part hereto, by deed of Adolph Burger, et ux., dated November 19, 1945, and recorded in the Office of the Recorder of Deeds of Westmoreland County in Deed Book Vol. 1224, Page 540; and said tract of land so recited being in turn a part of a larger tract of land which was conveyed to James W. Kerr by deed of Jacob Lauffer, et ux., dated April 1, 1857, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 46, Page 468; and the said James W. Kerr, being so seized thereof, died intestate sometime prior to the year 1895, survived by his daughters Agnes Kerr and Bell Kerr, as his only heirs at law, in whom said larger tract vested by virtue of the Intestate Laws and the said Agnes Kerr being so seized of an undivided interest died September 10, 1895, intestate, unmarried, and without issue, leaving as her only heir at law her sister, the said Bell Kerr, otherwise known as Isabella Kerr, and the said Bell Kerr died February 18, 1921, testate, and by her last will and testament of record in the Office of the Register of Wills, of Westmoreland County in Will Book Vol. 21, Page 209 devised said larger tract to Laura Dry; and the said Laura Dry, et vir, deeded part of the same to Harry A. Byers, by deed dated June 16, 1934, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 954, Page 384; and the said Harry A. Byers, et ux., by deed dated January 3, 1935, and recorded in the Office aforesaid, in Deed Book Vol. 967, Page 454, conveyed the same to the said Adolph Burger and Elizabeth Burger, his wife, above mentioned as predecessors in title, to the said Della Scott, one of the grantors herein.

The conveyance of the tract of land hereinabove described is made upon the following express conditions and subject to the following restrictions, all of which shall be binding upon said parties of the second part, their heirs and assigns:

1. This tract of land is to be used for residential purposes only and not for any public or commercial purpose.

2. No house shall be erected on said tract of land nearer than 50 feet to the public township road which bounds said tract.

3. Any house erected upon said tract of land shall have the front thereof facing the public township road which bounds said tract.

4. Said tract of land shall not be sub-divided.

Together with all and singular, the \_\_\_\_\_ premises, \_\_\_\_\_ improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise 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 1ea\_\_\_\_\_ 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 tract of land, \_\_\_\_\_

hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said part 1ea\_\_\_\_\_ of the second part, \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns, to and for the only proper use and behoof of the said parties \_\_\_\_\_ of the second part, \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns, forever. \_\_\_\_\_

AND DELLA SCOTT, \_\_\_\_\_

the said part y\_\_\_\_\_ of the first part, for \_\_\_\_\_ herself, her \_\_\_\_\_ heirs, executors, and administrators, \_\_\_\_\_ does \_\_\_\_\_ by these presents covenant, \_\_\_\_\_ promise \_\_\_\_\_ and agree to and with the said part 1ea\_\_\_\_\_ of the second part, \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns, that \_\_\_\_\_ she \_\_\_\_\_ the said party \_\_\_\_\_ of the first part, \_\_\_\_\_ her \_\_\_\_\_ heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part 1ea\_\_\_\_\_ of the second part, \_\_\_\_\_ their \_\_\_\_\_ heirs and assigns, against \_\_\_\_\_ her \_\_\_\_\_, the said part y\_\_\_\_\_ of the first part, and \_\_\_\_\_ her \_\_\_\_\_ 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 have \_\_\_\_\_ to these presents set \_\_\_\_\_ their \_\_\_\_\_ hands and seal \_\_\_\_\_ Dated the day and year first above written.

Signed, sealed and delivered in the presence of

James V. Buckley

Della Scott

Maurice Scott



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WESTMORELAND

) ss \_\_\_\_\_

On this 18th day of April, A. D. 1947, before me, the undersigned authority, personally appeared DELLA SCOTT and MAURICE SCOTT, her husband, 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. WITNESS my hand and official seal, the day and year aforesaid.

James V. Buckley (SEAL)

(Alderman)

Greensburg, Pa.

My Commission Expires January 1, 1948

CERTIFICATE OF RESIDENCE

I, Do hereby certify that grantees' precise residence is Box 219 A, R. D. #6, Greensburg, Pa. Witness my hand this 3rd day of Nov. 1949

Jessie S. McCormick

\$1.10 I. R. Stamps attached and cancelled.

Recorded \_\_\_\_\_ 3 \_\_\_\_\_ day of \_\_\_\_\_ Nov. \_\_\_\_\_ 1949

\_\_\_\_\_ A. O. \_\_\_\_\_ Jessie S. McCormick \_\_\_\_\_ Recorder

# This Indenture,

Made the 23rd day of April in the year of our Lord

one thousand nine hundred and fifty-two (1952)

Between DELLA SCOTT and LAURICE SCOTT, her husband, of the City of Greensburg, Westmoreland County, Pennsylvania, parties of the first part, AND OLIVE PERKEY, of the City of Greensburg, Westmoreland County, Pennsylvania, party

of the second part, Witnesseth that the said parties of the first part, for and in consideration of the sum of One (\$1.00) and other good and valuable considerations, Dollar, lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at or 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, her heirs and assigns forever:

All that certain lot of ground situate in Hempfield Township, Westmoreland County, Pennsylvania, bounded and described as follows, to wit: BEGINNING at a point in the public road leading from the Lincoln Highway to the West Newton Road at corner of lands of Raymond C. Fink; thence by line of lands of Raymond C. Fink, North 68° West 341.15 feet to a point; thence through line of lands of Della Scott, one of the Grantors herein, of which the tract hereby conveyed was formerly a part, South 12° 30' West 65.78 feet to a point; thence continuing by same, South 68° East 330.29 feet to a point in said public road first mentioned; thence through said public road, North 22° East 64.88 feet to the point, the place of beginning. Containing one-half acre, more or less. The conveyance of the tract of land hereinabove described is made upon the following express conditions and subject to the following restrictions, all of which shall be binding upon said party of the second part, her heirs and assigns:

1. This tract of land is to be used for residential purposes only and not for any public or commercial purpose.
2. No house shall be erected on said tract of land nearer than 50 feet to the public township road which bounds said tract.
3. Any house erected upon said tract of land shall have the front thereof facing the public township road which bounds said tract.
4. Said tract of land shall not be sub-divided.

BEING part of the same tract of land which was conveyed to Della Scott, one of the grantors hereto, by deed of Adolph Burger, et ux., dated November 19, 1945, and recorded in the Office of the Recorder of Deeds of Westmoreland County in Deed Book Vol. 1224, Page 540, and said tract of land so recited being in turn a part of a larger tract of land which was conveyed to James W. Kerr by deed of Jacob Lauffer, et ux., dated April 1, 1857, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 46, Page 468; and the said James W. Kerr, being so seized thereof, died intestate sometime prior to the year 1895, survived by his daughters, Agnes Kerr and Bell Kerr, as his only heirs at law, in whom said larger tract vested by virtue of the Intestate Laws and the said Agnes Kerr being so seized on an undivided interest died September 10, 1895, intestate, unmarried, and without issue, leaving as her only heir at law her sister, the said Bell Kerr, otherwise known as Isabella Kerr, and the said Bell Kerr died February 18, 1921, testate, and by her last will and testament of record in the Office of the Register of Wills of Westmoreland County in Will Book Vol. 21, Page 209, devised said larger tract to Laura Dry; and the said Laura Dry, et vir. deeded part of the same to Harry A. Byers, by deed dated June 16, 1934, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 954, Page 384; and the said Harry A. Byers, et ux., by deed dated January 3, 1935, and recorded in the office aforesaid in Deed Book Vol. 967, Page 454, conveyed the same to the said Adolph Burger and Elizabeth Burger, his wife, above mentioned as predecessors in title, to the said Della Scott, one of the grantors herein.

1463

Together with all and singular, the \_\_\_\_\_ premises, \_\_\_\_\_ improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise 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 parties \_\_\_\_\_ 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 \_\_\_\_\_ lot of ground, \_\_\_\_\_

hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party \_\_\_\_\_ of the second part, \_\_\_\_\_ her \_\_\_\_\_ heirs and assigns, to and for the only proper use and behoof of the said part \_\_\_\_\_ of the second part, \_\_\_\_\_ her \_\_\_\_\_ heirs and assigns, forever.

AND DELLA SCOTT and MAURICE SCOTT, her husband, \_\_\_\_\_

the said parties \_\_\_\_\_ of the first part, for \_\_\_\_\_ themselves, their \_\_\_\_\_ heirs, executors, and administrators, do \_\_\_\_\_ by these presents covenant, \_\_\_\_\_ promise \_\_\_\_\_ and agree to and with the said part \_\_\_\_\_ of the second part, \_\_\_\_\_ her \_\_\_\_\_ heirs and assigns, that \_\_\_\_\_ they, \_\_\_\_\_ the said parties \_\_\_\_\_ of the first part, \_\_\_\_\_ their \_\_\_\_\_ heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party \_\_\_\_\_ of the second part, \_\_\_\_\_ her \_\_\_\_\_ heirs and assigns, against \_\_\_\_\_ them \_\_\_\_\_ the said parties \_\_\_\_\_ of the first part, and \_\_\_\_\_ 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, have \_\_\_\_\_ to these presents set their hands \_\_\_\_\_ and seals. Dated the day and year first above written.

~~Signed~~ sealed and delivered in the presence of \_\_\_\_\_

\_\_\_\_\_ Della Scott

\_\_\_\_\_ Maurice Scott



COMMONWEALTH OF PENNSYLVANIA, )  
COUNTY OF WESTMORELAND )

SS \_\_\_\_\_

On this 23 day of April A. D. 1952, before me, the undersigned authority, personally appeared DELLA SCOTT and MAURICE SCOTT, her husband, 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. WITNESS my hand and \_\_\_\_\_ seal, the day and year aforesaid.



Ann Manix

(SEAL)

Notary Public

My Commission Expires March 10, 1955

#### CERTIFICATE OF RESIDENCE.

I, Do hereby certify that grantee's precise residence is 336 Harvey St. Greensburg, Pa. \_\_\_\_\_

\_\_\_\_\_ Jessie S. McCormick

\$1.10 I. R. Stamps attached and cancelled.

\$6.00 Pennsylvania Real Estate Transfer Tax Stamps attached and cancelled.

Recorded 15th day of August 19 52-akg

Recorder

Jessie S. McCormick

VOL 1781 PAGE 6

# This Indenture

Waste the-----sixth----- day of-----July----- in the year of  
our Lord, one thousand nine hundred and-----fifty-nine (1959)-----

Between --Della Scott and Maurice Scott, her husband, of Hempfield  
Township, Westmoreland County, Pennsylvania, parties of  
the first part

AND

William L. Deglad and Daryl Deglau his wife, of East  
McKeesport, Allegheny County, Pennsylvania



parties of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum  
of -----one (\$1.00)----- Dollars,  
lawful money of the United States of America, unto -them- well and truly paid by the said  
parties of the second part, at or before the sealing and delivery of these presents, the re-  
ceipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, re-  
leased, conveyed and confirmed, and by these presents do grant, bargain, sell, alien,  
enfeoff, release, convey and confirm unto the said parties of the second part, their  
heirs and assigns, forever,

All that certain lot or piece of ground, situate in Hempfield Township,  
Westmoreland County, Pennsylvania, bounded and described as follows, viz:

Beginning at a point in the center line of a certain township road  
leading from the Lincoln Highway to the West Newton Road at a corner  
common to the herein described tract, and land now of Raymond C. and  
Alberta M. Fink. Thence along lands of Raymond C. and Alberta M.  
Fink, north 88° 00' west, 351.92 feet to a point; thence by lands  
of Della Scott and Maurice Scott north 22° 00' east, 123.36 feet to a  
point; thence by -----lands south 68° 00' east, 21.02 feet to a point  
in center line of the township road leading from the Lincoln Highway  
to the West Newton Road, thence along center line of said township  
road south 22° 00' west 123.36 feet to the point of beginning.  
Containing one acre (1) more or less.

This deed is executed and delivered by the grantors and accepted by the  
grantees under the following covenants and conditions which are to run  
with the land and shall be binding on all parties and all persons  
claiming under them until January 1, 1960.  
1. No house shall be built less than 80 feet from the road.  
2. No trade, business activity or commercial venture of any kind shall  
be carried on within the building and structures erected upon the  
said lot.

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

AND Della Scott and Maurice Scott, her husband

the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said parties of the second part, their heirs and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawful claiming or to claim the same or any part thereof,

shall and will Warrant and forever Defend.

NOTWITHSTANDING THIS DOCUMENT MAY NOT EXPLICITLY TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND MINES OF SURFICUT UNDERNATH THE BUREAU LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNER OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVAL OF SUCH COAL AND, IN THAT CONNECTION, DIRTING MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR UNDER SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 27, 1924, P.L. 434.)

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

### Sealed and Delivered in the Presence of

I hereby certify that after the  
 deed was recorded there were  
 attached thereto \$4<sup>00</sup> in

Hempfield Township stamps, consisting of  
Isabel Johnston \$2.00 for Township  
14, 1960 \$2.00 for School Dist.  
Per. . . . of Deeds.

March 14, 1960

Isaiah Johnston  
President

Commonwealth of Pennsylvania,  
County of WESTMORELAND

ss.

On this 14th day of July  
A. D. 1959, before me, a Notary Public,

personally appeared Della Scott and  
Maurice Scott, her  
husband.

known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the within instru-  
ment and acknowledged that they executed the  
same for the purposes therein contained.

Witness my hand and notarial seal,

the day and year aforesaid.

*Martin P. Bonidy* (SEAL)

My Commission Expires:

M. MARTIN P. BONIDY, Notary Public

WESTMORELAND CO., PA.

My Commission Expires May 2, 1961

### Certificate of Residence.

Commonwealth of Pennsylvania,  
County of

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19\_\_\_\_, before me,

personally appeared \_\_\_\_\_

known to me (or satisfactorily proven) to be the person  
whose name is subscribed to the within instru-  
ment and acknowledged that \_\_\_\_\_ executed the  
same for the purposes therein contained.

Witness my hand and seal,

the day and year aforesaid.

\_\_\_\_\_ (SEAL)

My Commission Expires:

Do hereby certify that

proposes residence at

1428 Lincoln Highway  
East McKeesport, Pa.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_

Recorded Jan. 29, 1960 at 1:58 o'clock P.M.  
Isabell Johnston, Recorder

*William L. Dwyer* 19

RECORDED  
ISABELL JOHNSTON  
Dec 17 3 14 PM '63  
RECORDER OF DEEDS  
WESTMORELAND COUNTY  
PENNSYLVANIA

# This Indenture

Made the 15th day of March in the year of our Lord, one thousand nine hundred and fifty-seven (1957).

Between DELIA SCOTT and MAURICE SCOTT, her husband, of the Hempfield Township, R. D. #6, Greensburg, Westmoreland County, Pennsylvania, parties of the first part,

A  
N  
D

ZIGMUND BARTON and HELEN ELIZABETH BARTON, his wife, of the Hempfield Westmoreland County, Township, R.D. #6, Greensburg/Pennsylvania, parties of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One (\$1.00) - - - - - Dollars, and other good and valuable considerations, lawful money of the United States of America, unto them well and truly paid by the said parties of the second part, at or 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 parties of the second part, their heirs and assigns, forever,

All that certain tract of land situate in Hempfield Township, Westmoreland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the public road leading from the Lincoln Highway to the West Newton Road at corner of lands of Zigmund Barton and Helen Elizabeth Barton, his wife; thence by lands of Zigmund Barton and Helen Elizabeth Barton, his wife, and by other lands of grantors, North 68° 00' West 302.95 feet to a point; thence through other lands of which this was a part North 12° 30' East 135.66 feet to a point; thence continuing through other lands of which this was a part, South 68° 00' East 310.9 feet to a point in said public road first mentioned; thence through said road, South 22° 00' West 123.7 feet to the point, the place of beginning. Containing .92 acre, more or less.

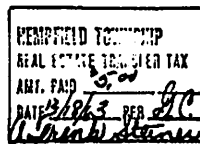
*2nd page required from Scott.*

BEING part of the same tract of land which was conveyed to Della Scott, one of the parties of the first part hereto, by deed of Adolph Burger, et ux., dated November 19, 1945, and recorded in the Office of the Recorder of Deeds of Westmoreland County in Deed Book Vol. 1224, Page 540; and said tract of land so recited being in turn a part of a larger tract of land which was conveyed to James W. Kerr by deed of Jacob Laufer, et ux., dated April 1, 1857, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 46, Page 468; and the said James W. Kerr, being so seized thereof, died intestate sometime prior to the year 1895, survived by his daughters, Agnes Kerr and Bell Kerr, as his only heirs at law, in whom said larger tract vested by virtue of the Intestate laws and the said Agnes Kerr being so seized of an undivided interest died September 10, 1895, intestate, unmarried, and without issue, leaving as her only heir at law her sister, the said Bell Kerr, otherwise known as Isabella Kerr, and the said Bell Kerr died February 18, 1921, testate, and by her last will and testament of record in the Office of the Register of Wills of Westmoreland County in Will Book Vol. 21, Page 209, devised said larger tract to Laura Dry; and the said Laura Dry, et vir, deeded part of the same to Harry A. Byers, by deed dated June 16, 1934, and of record in the Office of the Recorder of Deeds in and for Westmoreland County in Deed Book Vol. 954, Page 384; and the said Harry A. Byers, et ux., by deed dated January 3, 1935, and recorded in the Office aforesaid, in Deed Book Vol. 967, Page 454, conveyed the same to the said Adolph Burger and Elizabeth Burger, his wife, above mentioned as predecessors in title, to the said Della Scott, one of the grantors herein.

The conveyance of the tract of land hereinabove described is made upon the following express conditions and subject to the following restrictions, all of which shall be binding upon said parties of the second part, their heirs and assigns:

1. This tract of land is to be used for residential purposes only and not for any public or commercial purpose.
2. No house shall be erected on said tract of land nearer than 50 feet to the public township road which bounds said tract.
3. Any house erected upon said tract of land shall have the front thereof facing the public township road which bounds said tract.
4. Said tract of land shall not be sub-divided.

The true consideration for this conveyance is \$1,000.00.



10. 1874 FILE 460

Together with all and singular, the premises, 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 parties 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 tract of land,

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

**အကုသ**

DELLA SCOTT,

the said party of the first part, for herself, her heirs, executors and administrators, does by these presents covenant, promise and agree to and with the said parties of the second part, their heirs and assigns, that she, the said party of the first part, her heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against her, the said parties of the first part, and her 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 have to these presents set their hands and seals. Dated the day and year first above written.

## Sealed and Belivered in the Presence of

Sealed and Delivered to the Presence of

James I. Buckley

Della Scott

Maurice Scott



DEAL



DEPARTMENT OF AGRICULTURE



SEAL

SEAL

SEAL



Commonwealth of Pennsylvania,  
County of WESTMORELAND

ss.

On this 15th day of March,  
A. D. 1957, before me, the undersigned  
authority,

personally appeared DELLA SCOTT and MAURICE personally appeared  
SCOTT, her husband,

known to me (or satisfactorily proven) to be the persons  
whose names ARE subscribed to the within instru-  
ment and acknowledged that they executed the  
same for the purposes therein contained.

Witness my hand and official seal,

the day and year aforesaid.

My Commission Expires:

My Commission Expires: Jan 1, 1960

Commonwealth of Pennsylvania,  
County of

ss.

On this day of  
A. D. 19 , before me,

personally appeared

known to me (or satisfactorily proven) to be the person  
whose name subscribed to the within instru-  
ment and acknowledged that executed the  
same for the purposes therein contained.

Witness my hand and seal,

the day and year aforesaid.

My Commission Expires:

### Certificate of Residence.

I,

precise residence is Hempfield Township  
R. D. #6, Greensburg, Westmoreland County, Pennsylvania

Witness my hand this

Do hereby certify that grantees'

day of

19

*Zigmond Barton*

RECORDED  
ISABELL Y. JOHNSON

DEED To a Corporation (With Coal Notice)

VOL. 1891 PAGE 780

For Sale by P. O. Nally Co., Law Blank Publishers  
416 Grant St., Pittsburgh 11, Pa.

AUG 26 1 04 PM '64

RECORDER OF DEEDS  
WESTMORELAND COUNTY  
PENNSYLVANIA

# This Indenture

Made the 26<sup>TH</sup> day of AUGUST in the year of our Lord,  
one thousand nine hundred and sixty-four (A. D. 1964),

Between DELLA SCOTT and MAURICE SCOTT, her husband, of the Township of Hempfield,  
County of Westmoreland, Commonwealth of Pennsylvania, parties of the first part,

A  
N  
D

WEST PENN POWER COMPANY,

a corporation or body politic, created by and existing under the laws of the Commonwealth of  
Pennsylvania, having its domicile in the City of Greensburg,

County of Westmoreland, Pennsylvania, party of the second part:

Witnesseth, That the said part les of the first part, for and in consideration of the sum of  
One Thousand (\$1,000.00) and No/100-----Dollars,  
lawful money of the United States of America, unto them well and truly paid by the said  
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof  
is hereby acknowledged, have granted, bargained, sold, aliened, encoffed, released, con-  
veyed and confirmed, and by these presents do grant, bargain, sell, alien, encoff, release,  
convey and confirm unto the said party of the second part, its successors and assigns, forever.

All that certain tract of land situate in Hempfield Township, Westmoreland County,  
Pennsylvania, bounded and described as follows:

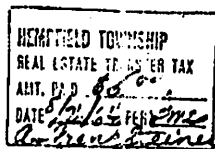
Beginning at a point in the center line of Township Road No. 686 and in the  
northerly line of land of the party of the second part; thence along the center line  
of said Township Road the following two courses and distances, North 40° 59' 30" East  
and North 34° 24' East 115.0 feet to a point; thence South 25° 06' West 214.06 feet  
to a point in the northerly line of land of the party of the second part; thence along  
the northerly line of land of the party of the second part North 74° 24' West 50.25  
feet to a point, the place of beginning. Containing 0.104 acre.

Being a part of the same property which Adolph Burger and Elizabeth Burger, his  
wife, by their deed dated November 19, 1945, and of record in Deed Book Vol. 1224,  
page 540, conveyed to Della Scott one of the parties of the first part hereto.

Under and subject to all deeds and agreements of record.

Together with all and singular, the 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 parties 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 tract of land, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.



And DELLA SCOTT and MAURICE SCOTT, her husband,

the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said parties of the first part, and 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.

NOTICE—THIS DOCUMENT MAY NOT BE, 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 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. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984.]

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

Sealed and Delivered  
in the Presence of

*R. Ashbaugh*  
*R. Ashbaugh*

*Della Scott* (SEAL)  
*Maurice Scott* (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL)

### Certificate of Residence.

I, *R. Ashbaugh*, do hereby certify that Grantee's precise residence is 800 Cabin Hill Drive, Greensburg, Pennsylvania 15602.

Witness my hand this 26th. day of August 19 64.  
*R. Ashbaugh*

Herein, The day of the date of the above Indenture  
of the above named

the sum of Dollars, lawful  
money of the United States, being the consideration  
money above mentioned in full.

Witness

Commonwealth of Pennsylvania,

County of

On this day of

A. D. 19 , before me

came the above named

and acknowledged the foregoing Indenture to be

act and deed, and desired the same to be recorded as such.

Witness my hand and seal,  
the day and year aforesaid.

My Commission Expires



State of PENNSYLVANIA )  
County of WESTMORELAND ) SS

On this, the 26 day of August 19 64,  
before me  
the undersigned officer, personally appeared DELLA SCOTT  
and MAURICE SCOTT, her husband,

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.

*Raymond C. Ashbaugh*

Notary Public  
Title of Office.

My Commission Expires  
RAYMOND C. ASHBAUGH, Notary Public  
GREENSBURG, WESTMORELAND COUNTY, PA.  
MY COMMISSION EXPIRES  
JANUARY 7, 1967



Case File No.: 6522-1217

Estate Type: PROBATE

Filing Date: 05/12/2022

Date of Death: 03/16/2022

**Decedent's Name::**

SAMUEL Z SCOTT

Impound Date:

**Personal Representative(s):**

LARRY SHIREY

210 WEST ROAD, LIGONIER, PA, 15658

JOSEPH D'ASTOLFO

600 FAIR WINDS CIRCLE, GREENSBURG, PA, 15601

GERALD POPOVEC

C/O STEWART GREER ASSOCIATES POB 568, BELLE  
VERNON, PA, 15012

**Attorney(s):**

KIM R. HOUSER

MEARS, SMITH, HOUSER & BOYLE, P.C., 127 NORTH MAIN  
STREET, GREENSBURG, PA, 15601-2403

| <u>Docu</u><br><u>ment</u>    | <u>Case</u><br><u>Number</u> | <u>Doc</u><br><u>Type</u>                    | <u>Filed</u><br><u>Date</u> | <u>Comme</u><br><u>nt</u>       |
|-------------------------------|------------------------------|----------------------------------------------|-----------------------------|---------------------------------|
| <u>2024-034</u><br><u>866</u> | 6522-12<br>17                | NOTICE PER RULE 4.6                          | 11/18/20<br>24              | MAILED TO KIM<br>HOUSER         |
| <u>2024-034</u><br><u>851</u> | 6522-12<br>17                | Affidavit/Certificate of Service - OC        | 11/18/20<br>24              |                                 |
| <u>2024-034</u><br><u>849</u> | 6522-12<br>17                | OC Audit Decree                              | 11/18/20<br>24              |                                 |
| <u>2024-034</u><br><u>847</u> | 6522-12<br>17                | Account Disposed Schedule of<br>Distribution | 11/18/20<br>24              |                                 |
| <u>2024-030</u><br><u>927</u> | 6522-12<br>17                | Affidavit/Certificate of Service - OC        | 10/11/20<br>24              | FIRST & FINAL<br><u>More...</u> |
| <u>2024-030</u><br><u>185</u> | 6522-12<br>17                | Account Filed                                | 10/07/20<br>24              |                                 |
| <u>2024-030</u><br><u>180</u> | 6522-12<br>17                | NOTICE PER RULE 4.6                          | 10/03/20<br>24              |                                 |
| <u>2024-006</u><br><u>350</u> | 6522-12<br>17                | Joint Appraisalment Recorded                 | 02/27/20<br>24              |                                 |
| <u>2023-029</u><br><u>886</u> | 6522-12<br>17                | Tax Assessment Recorded                      | 10/31/20<br>23              |                                 |
| <u>2023-018</u><br><u>208</u> | 6522-12<br>17                | Inheritance Tax Return Recorded              | 06/19/20<br>23              |                                 |
| <u>2023-018</u><br><u>125</u> | 6522-12<br>17                | Inventory - ROW                              | 06/16/20<br>23              |                                 |
| <u>2023-018</u><br><u>032</u> | 6522-12<br>17                | Probate Fees Additional                      | 06/15/20<br>23              |                                 |
| <u>2022-018</u><br><u>379</u> | 6522-12<br>17                | Certification of Notice                      | 06/07/20<br>22              |                                 |
| <u>2022-016</u><br><u>336</u> | 6522-12<br>17                | Codicil                                      | 05/20/20<br>22              |                                 |
| <u>2022-016</u><br><u>335</u> | 6522-12<br>17                | Will Recorded                                | 05/20/20<br>22              |                                 |
| <u>2022-016</u><br><u>334</u> | 6522-12<br>17                | Death Certificate Filed No Fee               | 05/20/20<br>22              |                                 |
| <u>2022-015</u><br><u>424</u> | 6522-12<br>17                | Short Certificate Estate                     | 05/12/20<br>22              |                                 |
| <u>2022-015</u><br><u>423</u> | 6522-12<br>17                | Petition of Letters Testamentary             | 05/12/20<br>22              |                                 |

# PETITION FOR GRANT OF LETTERS

## REGISTER OF WILLS OF WESTMORELAND COUNTY, PENNSYLVANIA

Petitioner(s) named below, who is/are 18 years of age or older, apply(ies) for Letters as specified below, and in support thereof aver(s) the following and respectfully request(s) the grant of Letters in the appropriate form:

Larry Shirey, Joseph D'Astolfo and Gerald Popovec

### Decedent's Information

Name: SAMUEL Z. SCOTT

a/k/a: \_\_\_\_\_

a/k/a: \_\_\_\_\_

a/k/a: \_\_\_\_\_

Date of Death: 03/16/2022

File No: 65-22 - 1217

(Assigned by Register)

Social Security No: \_\_\_\_\_

Age at Death: 98

Decedent was domiciled at death in Westmoreland County, PA (State) with his/her last

principal residence at 6184 Route 30 West, Greensburg 15601

Hempfield Township

Westmoreland

Street address, Post Office and Zip Code

City, Township or Borough

County

Decedent died at 6184 Route 30 West, Greensburg 15601

Hempfield Township

Westmoreland

PA

Street address, Post Office and Zip Code

City, Township or Borough

County

State

Estimate of value of decedent's property at death:

If domiciled in Pennsylvania..... All personal property \$ Unknown

If not domiciled in Pennsylvania..... Personal property in Pennsylvania \$ Unknown

If not domiciled in Pennsylvania..... Personal property in County \$ Unknown

Value of real estate in Pennsylvania..... \$ Unknown

TOTAL ESTIMATED VALUE \$ \_\_\_\_\_

Real estate in Pennsylvania situated at \_\_\_\_\_

(Attach additional sheets, if necessary.)

Street address, Post Office and Zip Code

City, Township or Borough

County

### ☒ A. Petition for Probate and Grant of Letters Testamentary

Petitioner(s) aver(s) that he/she/they is/are the Executor(s) named in the Last Will of the Decedent, dated 04/17/2012 and Codicil(s) thereto dated 06/25/2018

State relevant circumstances (e.g., renunciation, death of executor, etc.)

Except as follows: after the execution of the instrument(s) offered for probate, Decedent did not marry, was not divorced, was not a party to a pending divorce proceeding wherein the grounds for divorce had been established as defined in 23 Pa. C.S. § 3323(g), and did not have a child born or adopted; and Decedent was neither the victim of a killing nor ever adjudicated an incapacitated person.

☒ NO EXCEPTIONS ☐ EXCEPTIONS

### ☐ B. Petition for Grant of Letters of Administration

(If applicable)

c.t.a., d.b.n., d.b.n.c.t.a., pedente lite, durante absentia, durante minoritate

If Administration, c.t.a or d.b.n.c.t.a., enter date of Will in Section A above and complete list of heirs.

Except as follows: Decedent was not a party to pending divorce proceeding wherein the grounds for divorce had been established as defined in 23 Pa. C.S. § 3323 (g) and was neither the victim of a killing nor ever adjudicated an incapacitated person.

☐ NO EXCEPTIONS ☐ EXCEPTIONS

Petitioner(s), after a proper search has/have ascertained that Decedent left no Will and was survived by the following spouse (if any) and heirs (attach additional sheets, if necessary):

| Name | Relationship | Address |
|------|--------------|---------|
|      |              |         |
|      |              |         |
|      |              |         |
|      |              |         |

# Oath of Personal Representative

Official Use Only

COMMONWEALTH OF PENNSYLVANIA }  
 } SS:  
 COUNTY OF Westmoreland }

| Petitioner(s) Printed Name | Petitioner(s) Printed Address                                   |
|----------------------------|-----------------------------------------------------------------|
| Larry Shirey               | 210 West Road<br>Ligonier, PA 15658                             |
| Joseph D'Astolfo           | 600 Fair Winds Circle<br>Greensburg, PA 15601                   |
| Gerald Popovec             | c/o Stewart Greer Associates, POB 568<br>Belle Vernon, PA 15012 |
|                            |                                                                 |

The Petitioner(s) above-named swear(s) or affirm(s) the statements in the foregoing Petition are true and correct to the best of the knowledge and belief of Petitioner(s) and that, as Personal Representative(s) of the Decedent, Petitioner(s) will well and truly administer the estate according to law.

Sworn to or affirmed and subscribed before

me this 10th day of May 2022

By: Shirley M. Houser  
 For the Register ML

Date 5/12/22  
 Date 5/12/22  
 Date  
 Date

BOND Required? ☐ YES ☒ NO

## FEES:

Letters..... \$ 50.00  
 ( 20 ) Short Certificate(s)..... 100.00  
 ( ) Renunciation(s).....  
 ( ) Codicil(s).....  
 ( ) Affidavit(s).....  
 Bond.....  
 Commission.....  
 Other.....  
Law Journal..... 100.00  
Inventory..... 25.00  
Inheritance Tax Return..... 20.00  
 Automation Fee..... 10.00  
 JCS Fee..... 40.25  
 TOTAL..... \$ 348.25

To the Register of Wills:

Please enter my appearance by my signature below:

Attorney Signature: [Signature]

Printed Name: Kim Ross Houser

Supreme Court  
 ID Number: 36946

Firm Name: Mears, Smith, Houser & Boyle, PC

Address: 127 North Main Street

Greensburg, PA 15601

Phone: 724-832-8700

Fax:

E-mail: jshebondy@mshblaw.com

## DECREE OF THE REGISTER

Estate of SAMUEL Z. SCOTT

File No: 65-22 -1217

a/k/a:

AND NOW, May 20, 2022

, in consideration of the foregoing Petition, satisfactory proof having been presented before me, IT IS DECREED that Letters Testamentary

are hereby granted to Larry Shirey, Joseph D'Astolfo and Gerald Popovec

in the above estate and (if applicable) that the instrument(s) dated 04/17/2012 06/25/2018

described in the Petition be admitted to probate and filed of record as the last Will (and Codicil(s)) of Decedent.

[Signature]  
 Register of Wills

# Oath of Personal Representative

Official Use Only

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF Westmoreland } SS:

| Petitioner(s) Printed Name | Petitioner(s) Printed Address                                   |
|----------------------------|-----------------------------------------------------------------|
| Larry Shirey               | 210 West Road<br>Ligonier, PA 15658                             |
| Joseph D'Astolfo           | 600 Fair Winds Circle<br>Greensburg, PA 15601                   |
| Gerald Popovec             | c/o Stewart Greer Associates, POB 568<br>Belle Vernon, PA 15012 |
|                            |                                                                 |

The Petitioner(s) above-named swear(s) or affirm(s) the statements in the foregoing Petition are true and correct to the best of the knowledge and belief of Petitioner(s) and that, as Personal Representative(s) of the Decedent, Petitioner(s) will well and truly administer the estate according to law.

Sworn to or affirmed and subscribed before

me this 16th day of May, 2022

By: [Signature]  
For the Register up

Date 5/16/2022

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

BOND Required? ☐ YES ☒ NO

## FEES:

Letters..... \$ 50.00  
( 20 ) Short Certificate(s)..... 100.00  
( ) Renunciation(s).....  
( ) Codicil(s).....  
( ) Affidavit(s).....  
Bond.....  
Commission.....  
Other \_\_\_\_\_  
Law Journal 100.00  
Inventory 25.00  
Inheritance Tax Return 20.00  
Automation Fee..... 10.00  
JCS Fee..... 40.25  
TOTAL..... \$ \_\_\_\_\_

To the Register of Wills:

Please enter my appearance by my signature below:

Attorney Signature:

Printed Name: Kim Ross Houser

Supreme Court  
ID Number: 36946

Firm Name: Mears, Smith, Houser & Boyle, PC

Address: 127 North Main Street

Greensburg, PA 15601

Phone: 724-832-8700

Fax: \_\_\_\_\_

E-mail: jshebondy@mshblaw.com

## DECREE OF THE REGISTER

Estate of SAMUEL Z. SCOTT

File No: 65-22 -11217

a/k/a: \_\_\_\_\_

AND NOW, May 20, 2022, in consideration of the foregoing Petition, satisfactory proof having been presented before me, IT IS DECREED that Letters Testamentary are hereby granted to Larry Shirey, Joseph D'Astolfo and Gerald Popovec

in the above estate and (if applicable) that the instrument(s) dated 04/17/2012 06/25/2018 described in the Petition be admitted to probate and filed of record as the last Will (and Codicil(s)) of Decedent.

[Signature]  
Register of Wills

**pennsylvania**  
DEPARTMENT OF REVENUE  
INHERITANCE TAX RETURN  
RESIDENT DECEDENT

## SCHEDULE A REAL ESTATE

**ESTATE OF****SCOTT, SAMUEL Z.****FILE NUMBER****65-22-1217**

All real property owned solely or as a tenant in common must be reported at fair market value. Fair market value is defined as the price at which property would be exchanged between a willing buyer and a willing seller, neither being compelled to buy or sell, both having reasonable knowledge of the relevant facts.  
Real property that is jointly-owned with right of survivorship must be disclosed on schedule F.

| ITEM<br>NUMBER                                      | <p style="text-align: center;">Attach a copy of the settlement sheet if the property has been sold<br/>Include a copy of the deed showing decedent's interest if owned as tenant in common.</p> <p style="text-align: center;">DESCRIPTION</p> | VALUE AT DATE<br>OF DEATH |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1                                                   | <p>Real estate situate in Hempfield Township, Westmoreland Co., PA - DBV1938/316 - Tax Map No. 50-14-00-0-134 - (Appraised value - Documentation submitted separately)</p>                                                                     | 4,270,000.00              |
| <b>TOTAL (Also enter on Line 1, Recapitulation)</b> |                                                                                                                                                                                                                                                | <b>4,270,000.00</b>       |

(If more space is needed, additional pages of the same size)