

**Module3 Report
Ownership & Control Section**

Report Parameters:

Client Id - 243434
 Program - MCM
 PF Id - Null

1 Applicant- "Name and address of the person or company applying for the mining permit and a listing of mining operations permitted by that person or company"

Client Id: 243434 **Lic No: Name:** BISHOP BROS CONST CO INC
Type: Pennsylvania Corporation **Tax Id:** 23-2938677
Address: 1376 LEISURE DR, TOWANDA, PA 18848-9271 **Undel Addr:** N

No Facilities were found for this client

2 Applicant's Relations- "Names of every owner, officer, partner, associate, shareholder and director of the company applying for the mining permit along with the names of other companies in which the officers or owners are currently related to and/or previously related to "

2.1 Ownership & Control-

<u>Name</u>	<u>Position/Title</u>	<u>%Own</u>	<u>Tax Id</u>	<u>Start Date</u>
BISHOP ANDREW L 9021 SHESHEQUIN RD, ATHENS, PA 18810-7919	Shareholder Of	100%		09/25/1997

2.2 Officers-

<u>Name</u>	<u>Position/Title</u>	<u>%Own</u>	<u>Tax Id</u>	<u>Start Date</u>
BISHOP DUSTIN 45 WOODLAND PINES RD, ATHENS, PA 18810-9254	Director			01/12/2017
BISHOP DUSTIN 45 WOODLAND PINES RD, ATHENS, PA 18810-9254	Vice President			01/12/2017
FAIRLIE SAMANTHA 605 WELLS AVE, ATHENS, PA 18810-1937	Director			01/12/2017
FAIRLIE SAMANTHA 605 WELLS AVE, ATHENS, PA 18810-1937	Secretary			01/12/2017
BISHOP ANDREW L 9021 SHESHEQUIN RD, ATHENS, PA 18810-7919	Director			10/01/2004
BISHOP ANDREW L 9021 SHESHEQUIN RD, ATHENS, PA 18810-7919	President			12/29/2005
BISHOP ANDREW L 9021 SHESHEQUIN RD, ATHENS, PA 18810-7919	Treasurer			06/21/2017

3 Applicant's Parent- "Name and address of the parent company of the permit applicant and a listing of all

mining operations permitted by the parent company."

- 4 Applicant's Parent Relations-** "Names of every owner, officer, partner, associate, shareholder and director of the parent company of the company applying for the mining permit along with the names of other companies in which the parent company's officers or owners are currently related to and/ or previously related to."
- 5 Subsidiaries of Applicant's Parent-** "Names and addresses of every subsidiary company of the parent company and a listing of all mining operations permitted by the subsidiary company."
- 6 Subsidiaries of Applicant-** "Names and addresses of every subsidiary company of the permit applicant and a listing of all mining operations permitted by the subsidiary company(s)"
- 7 Contractors for Applicant-** "Names and addresses of every contractor of the permit applicant and a listing of all mining operations permitted by the contractor(s)."

Authorization Types Key:

Permit Status Codes Key:

Report Parameters:

Client Id - 243434
Program - MCM
PF Id - Null

"Compliance information on violations of state mining permits initiated within the past three (3) years where the permit applicant and/or related parties persons who own or control the applicant or who are owned or controlled by the applicant were found responsible in any adjudicated proceeding, agreement, consent order or decree, or which resulted in a cease order or assessment of a civil penalty to the permit applicant or related party; and any permit suspensions, permit revocations and bond forfeiture actions taken against the permit applicant or persons who own or control the applicant or who are owned or controlled by the applicant within the last five (5) years. A listing of permitted mining operations (with a history of violations) follows for each of the following:

1. Permit applicant
2. Owners, officers, partners, associates, shareholders and directors of the permit applicant
3. Parent company
4. Owners, officers, partners, associates, shareholders and directors under common control with the permit applicant
5. Subsidiary company(s) of the parent company
6. Subsidiary company(s) of the permit applicant
7. Contractors"

1 Applicant-

Client Id: 243434 Name: BISHOP BROS CONST CO INC

Enforcement Id: 388295 Permit/Lic No: 08110307 Enf Type: Compliance Order
 Tracking#: 204056 Date Executed: 09/01/2020 Date Progress: Appeal Indicator: N
 Enf Appeal Status: Enf Date Final: 09/25/2020 Enf Final Status: Superseded
 Pen Appeal Status: Pen Date Final: 01/22/2021 Pen Final Status: Completed

Permit No	Viol Id	Violation Date	Act/Reg Violation	Date Resolved	Reason Resolved
08110307	893080	08/27/2020	77.525	10/28/2020	Corrected/Abated
08110307	893081	08/27/2020	77.526	10/28/2020	Corrected/Abated

Enforcement Id: 389027
Tracking#: 204056A

Permit/Lic No: 08110307

Enf Type: Order - Time Extension

Date Executed: 09/25/2020 Date Progress:

Appeal Indicator: N

Enf Appeal Status:

Enf Date Final: 10/28/2020 Enf Final Status: Comply/Closed

Pen Appeal Status:

Pen Date Final: Pen Final Status:

Permit No	Viol Id	Violation Date	Act/Reg Violation	Date Resolved	Reason Resolved
08110307	893080	08/27/2020	77.525	10/28/2020	Corrected/Abated
08110307	893081	08/27/2020	77.526	10/28/2020	Corrected/Abated

Enforcement Id: 389411
Tracking#: 204065

Permit/Lic No: 08110307

Enf Type: Cessation Order - Failure to Abate

Date Executed: 10/16/2020 Date Progress:

Appeal Indicator: N

Enf Appeal Status:

Enf Date Final: 11/13/2020 Enf Final Status: Comply/Closed

Pen Appeal Status:

Pen Date Final: 01/22/2021 Pen Final Status: Completed

Permit No	Viol Id	Violation Date	Act/Reg Violation	Date Resolved	Reason Resolved
08110307	897235	10/15/2020	77.193	12/14/2020	Corrected/Abated
08110307	897236	10/09/2020	NCSMCRA.23A	10/28/2020	Corrected/Abated

Enforcement Id: 403277
Tracking#: 224023

Permit/Lic No: 08120305

Enf Type: Order - Time Extension

Date Executed: 04/29/2022 Date Progress:

Appeal Indicator: N

Enf Appeal Status:

Enf Date Final: 06/24/2022 Enf Final Status: Comply/Closed

Pen Appeal Status:

Pen Date Final: Pen Final Status:

Permit No	Viol Id	Violation Date	Act/Reg Violation	Date Resolved	Reason Resolved
08120305	950165	03/31/2022	77.193	06/24/2022	Corrected/Abated
08120305	950166	03/31/2022	NCSMCRA.7A	06/24/2022	Corrected/Abated

2 Applicant's Relations-

2.1 Ownership & Control

Client Id: 244636

Name: BISHOP ANDREW L

No Enforcements

2.2 Officers

Client Id: 244636 Name: BISHOP ANDREW L
No Enforcements

Client Id: 337047 Name: BISHOP DUSTIN
No Enforcements

Client Id: 337048 Name: FAIRLIE SAMANTHA
No Enforcements

3 Applicant's Parent-

4 Applicant's Parent Relations-

5 Subsidiaries of Applicant's Parent-

6 Subsidiaries of Applicant-

7 Contractors for Applicant-

Module 5: Property Interests/Right of Entry

Instructions: Provide the following information on an 8 1/2" x 11" sheet of paper. Attach the page(s) to this module and identify as Exhibit 5: Property Interests/Right of Entry. Identify the module number and letter (e.g 5.1c) on the attached page(s). Each owner name listed in this module must be exactly the same as the name is identified on the maps and other documents.

5.1 Permit Area. [§77.163] For each parcel of land within the permit area provide the following information: (identify each parcel and key to maps.)

- a) the names and addresses of every legal or equitable owner of record; the holders of record of any leasehold interest; and any purchaser of record under a real estate contract of the surface property to be affected by surface operations and facilities and of the mineral to be mined;

104 Jeanette H Minard, 312 Minard Drive, Athens PA 18810

- b) the documents on which the applicant bases the legal right to enter and commence noncoal mining activities and whether that right is subject of pending court litigation; and

Lease provided herein (pg 5-11)

Applicant's right to enter and commence noncoal mining activities is not the subject of pending court litigation.

- c) a Consent of Landowner Form "Supplemental C" Form 5600-FM-MR0050 when applicable (indicate whether the Form is contained in this application or will be submitted with successive bonding phases – if Consent of Landowner is not applicable, indicate reasons.)

Supplemental C attached (page 5-3).

Deed attached (page 5-7)

5.2 Contiguous Area. [§77.410(a)(1)] For each parcel of land contiguous to the permit area provide the names of the owners of record of the surface. (Identify each parcel and key to maps.)

See page 5-2

5.3 Adjacent Area. [§ 77.410(a)(3)] For each parcel of land within 1,000 feet of the permit area provide the name of the owner of record of the surface property. (Identify each parcel and key to maps.)

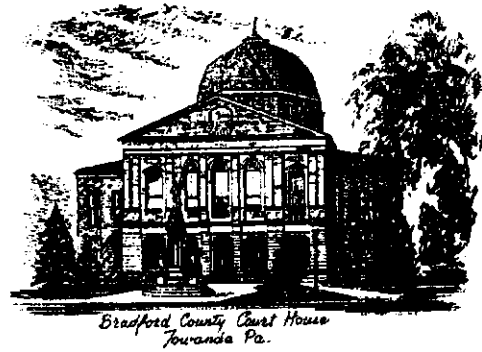
See page 5-2

NUMBER	NAME	ADDRESS	CITY	STATE	ZIPCODE
10	BRYAN CONSTANCE C	859 FRONT ST	ATHENS	PA	18810
100	FORREST ARTHUR JR	1410 MEADOWLARK DR	SAYRE	PA	18840
101	ROSH BUD GEORGE	4608 MILE LANE RD	SAYRE	PA	18840
102	MARTZ DAVID	1570 MEADOWLARK DR	SAYRE	PA	18840
103	MARTZ DAVID	1522 MEADOWLARK DR	SAYRE	PA	18840
104	MINARD JEANETTE H	312 MINARD DR	SAYRE	PA	18840
104-1	MINARD RICHARD L	1284 MEADOWLARK DR	SAYRE	PA	18840
104-3	BLAINE AND MARK ELSBEE L*	265 IDLE WHEELS LN	SAYRE	PA	18840
105	WARD GREGG	1517 MEADOWLARK DR	SAYRE	PA	18840
106	MILLER MARVIN F	1701 MEADOWLARK DR	SAYRE	PA	18840
107	MINER MICHAEL D	48 MARKHAM RD	SAYRE	PA	18840
107-1	WARD GREGG	1517 MEADOWLARK DR	SAYRE	PA	18840
107-2	WHEELER ERIN	1449 MEADOWLARK DR	SAYRE	PA	18840
107-3	WARD GREGG	1517 MEADOWLARK DR	SAYRE	PA	18840
108	MILLER MARVIN FRED	1701 MEADOWLARK DR	SAYRE	PA	18840
109	DABROSKI JOSEPH	1739 MEADOWLARK DR	SAYRE	PA	18840
11	ALLEN REGINA LOIS	2 LOIS LANE	ATHENS	PA	18810
110	ELSBREE DOUGLAS	65 MARKHAM RD	SAYRE	PA	18840
111	SUTTON WILLIAM C	5195 MILE LANE RD	SAYRE	PA	18840
111-1	CAROLIN EDWARD A	47 NEASON RD	CHEMUNG	NY	14825
111-2	TOWNSAND GERALD L	14 PRECISION LN	SAYRE	PA	18840
111-3	ELSBREE ETHAN C	265 IDLE WHEELS LANE	SAYRE	PA	18840
111-4	ELSBREE ETHAN C	101 MARKHAM RD	SAYRE	PA	18840
111-5	SUTTONS RENTALS LLC	5195 MILE LANE RD	SAYRE	PA	18840
112	ELSBREE JOSEPH N	1976 MEADOWLARK DR	SAYRE	PA	18840
112-1	ELSBREE JAMES ROBERT	1871 MEADOWLARK DR	SAYRE	PA	18840
114	TOWNSHIP OF ATHENS	45 HERRICK AVE	SAYRE	PA	18840
122	ROSH ROMAN	931 ROMAN WAY	SAYRE	PA	18840
131	COLE CALVIN C TRUSTEE	132 WINSLOW ST	SAYRE	PA	18840
132	ROSH ROMAN	931 ROMAN WAY	SAYRE	PA	18840
140	ALLEN REGINA LOIS	2 LOIS LANE	ATHENS	PA	18810
23	ATHENS TOWNSHIP	45 HERRICK AVE	SAYRE	PA	18840
24	ATHENS TOWNSHIP	45 HERRICK AVE	SAYRE	PA	18840
62	KEATHLEY MICHAEL D	149 BAXTER ST	SAYRE	PA	18840
83	WEAVER DONALD L	107 S EAST ST	SAYRE	PA	18840
88-2	ELSBREE BLAINE	265 IDLE WHEELS LN	SAYRE	PA	18840
94	SPARDUTI EILEEN A	972 MEADOWLARK DR	SAYRE	PA	18840
95	ELSBREE BLAINE	1829 MEADOWLARK DR	SAYRE	PA	18840
96	LARSON DAVID A	1072 MEADOWLARK DR	SAYRE	PA	18840
97	BLANCHARD ROBERTA C	1334 MEADOWLARK DR	SAYRE	PA	18840
98	BLOW ROBERT	1339 MEADOWLARK DR	SAYRE	PA	18840
99	ELSBREE DOUGLAS R	65 MARKHAM RD	SAYRE	PA	18840

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

**SHEILA M. JOHNSON - RECORDER
301 MAIN STREET
TOWANDA, PA 18848**

CINDY DONOVAN - CHIEF DEPUTY



Instrument Number - 202000284

Recorded On 1/10/2020 At 10:59:21 AM

*** Total Pages - 4**

*** Instrument Type - QUARRY LEASE**

Invoice Number - 478563

*** Grantor - COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROT**

*** Grantee - BISHOP BROTHERS CONSTRUCTION COMPANY INC**

*** Customer - BISHOP BROTHERS CONSTRUCTION COMPANY IONC**

*** FEES**

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

This is a certification page

DO NOT DETACH

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

RETURN DOCUMENT TO:

**BISHOP BROTHERS CONSTRUCTION COMPANY
IONC**

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



Sheila M. Johnson

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

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

04360B





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

TAX ID: 09-20.00-104-000-000

(I) (We), the undersigned, being the owner(s) of 519.01 +/- acres of land located in Athens Township, Bradford County, as described (Township, Borough, City)

in the deed(s) recorded in the Recorder of Deeds Office Book(s) and page(s) Instr. No. 201611350 and shown by crosshatched lines on the map attached hereto which is signed in the original by the landowner upon which Bishop Brothers Construction Company, Inc. (Name of Mining Operator)

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

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

(INSERT ADDITIONAL PROVISIONS OR CROSS OUT)

In witness whereof and intending to legally bind (myself) (ourselves), (my) (our) heirs, successors and assigns, (I) (we) have hereunto set (my) (our) hand(s) and seal this 9 day of January, 2020 (year)

Jeanette H. Minard
LANDOWNER (Print Name)

By: Jeanette H. Minard
(Signature) (Seal)

Jeanette H. Minard
(Print Name)

By: Jeanette H. Minard
(Signature)

Jeanette H. Minard
(Print Name)

ACKNOWLEDGEMENT OF INDIVIDUALS OR PARTNERS

LANDOWNER

STATE OF PA
COUNTY OF Bradford
ss

On 1-9-2020, before me, the undersigned Notary, personally appeared Jeanette H. Minard

(Name (s))

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

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

(SEAL) [Signature] Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Amy C. Johnson, Notary Public
Bradford County
My commission expires September 2, 2023
Commission number 1293012
Member, Pennsylvania Association of Notaries

LANDOWNER

STATE OF PA
COUNTY OF Bradford
ss

On 1-9-2020, before me, the undersigned Notary, personally appeared Jeanette H. Minard

(Name (s))

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

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

(SEAL) [Signature] Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Amy C. Johnson, Notary Public
Bradford County
My commission expires September 2, 2023
Commission number 1293012
Member, Pennsylvania Association of Notaries

ACKNOWLEDGEMENT OF CORPORATIONS

LANDOWNER

STATE OF
COUNTY OF
ss

On 1-9-2020, before me, the undersigned Notary, personally appeared

who acknowledged (herself) (himself) to be the of (Title of Person)

(Name of Corporation)

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

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

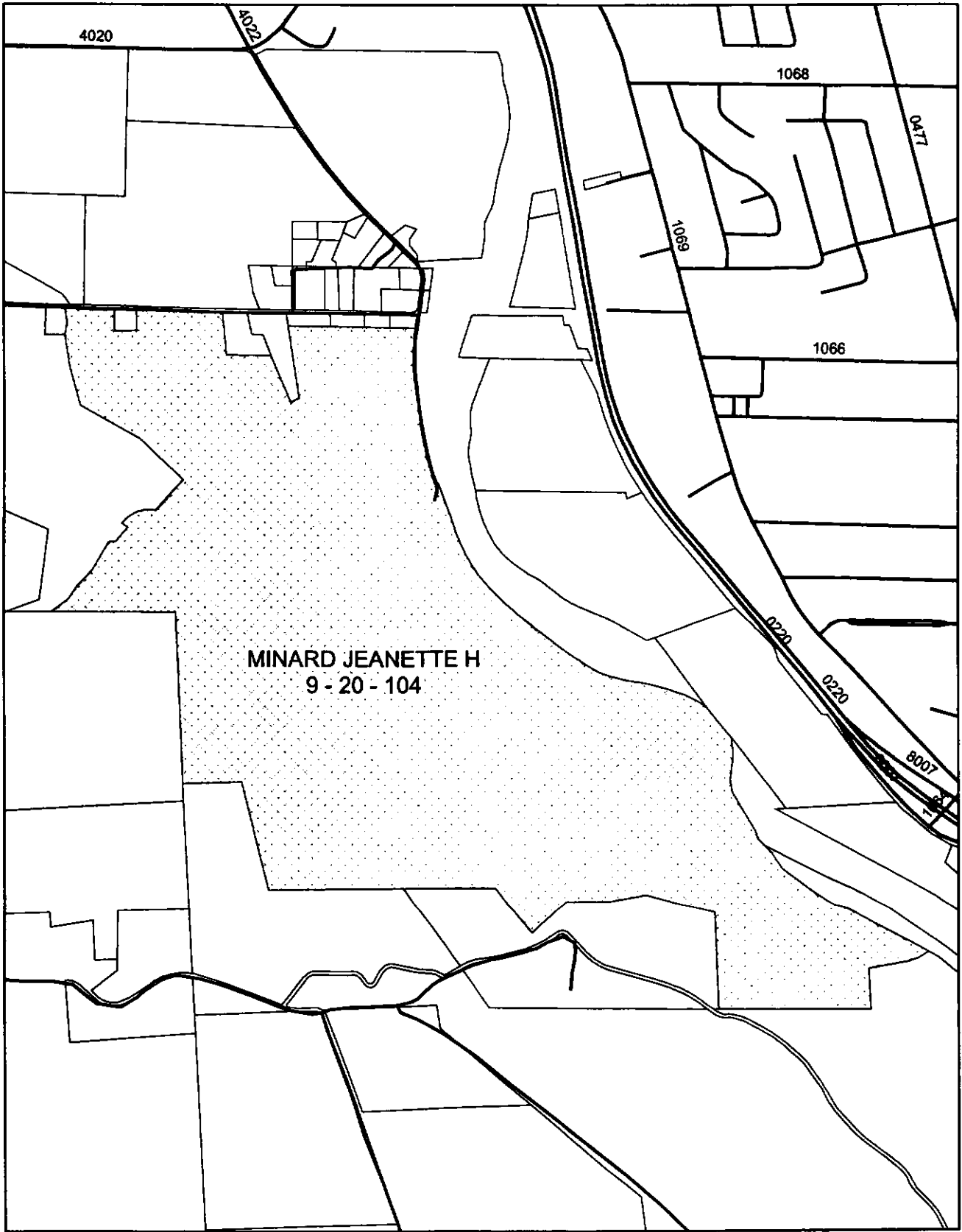
(SEAL) Notary Public

My Commission Expires: (Date)

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

(Signed) + (Print Name)

(Seal)

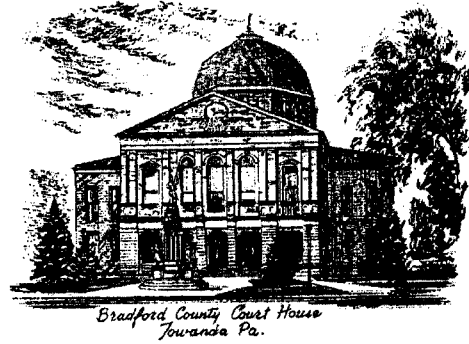


* *Jeanette H Minard*
Jeanette H Minard

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

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

CINDY BLOKZYL - CHIEF DEPUTY



Instrument Number - 201611350

Recorded On 8/17/2016 At 9:08:43 AM

*** Total Pages - 4**

*** Instrument Type - DEED**

Invoice Number - 436705

*** Grantor - MINARD, JEANETTE H EXECUTRIX**

*** Grantee - MINARD, JEANETTE H**

*** Customer - TAUNYA KNOLLES ROSENBLOOM**

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
PIN CERTIFICATIONS	\$5.00
RECORDING FEES -	\$14.00
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$73.00

This is a certification page

DO NOT DETACH

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

**RETURN DOCUMENT TO:
TAUNYA KNOLLES ROSENBLOOM
332 S MAIN
ATHENS, PA 18810**

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



Shirley Rockefeller

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

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

039EE6



DO NOT PUBLISH

ASSESSMENT NO. 09-020.00-104-000-000

THIS DEED

THIS DEED is made this 12th day of July, 2016.

BETWEEN

Deed: Executor, Guardian, Trustee

Jeanette H. Minard, Executrix of the John K. Minard Estate, of 312 Minard Drive, Sayre, Pennsylvania 18840-----**GRANTOR**

AND

Jeanette H. Minard, widow, of 312 Minard Drive, Sayre, Pennsylvania 18840-----**GRANTEE**

WHEREAS, JOHN K. MINARD held title to realty situate in the Township of Athens, County of Bradford, and Commonwealth of Pennsylvania.

AND WHEREAS, JOHN K. MINARD, died testate on the 18th day of April, 2016, seized and possessed in his demise as of fee, the real estate hereinafter described,

AND WHEREAS, pursuant to the petition of JEANETTE H. MINARD, she was named as Executrix of his said Estate by Register of Wills of Bradford County, Pennsylvania, on the 16th day of June, 2016, said certificate of Grant of Letters filed to No. 08-16-0163;

AND WHEREAS, JEANETTE H. MINARD, is presently acting as Executrix of the Estate of JOHN K. MINARD and is still qualified to act as such;

AND WHEREAS, the said Estate is solvent and all Inheritance Taxes have been paid or provided for.

NOW THIS INDENTURE WITNESSETH; That the said Grantor for and in consideration of the sum of One and no/100 Dollars (\$1.00), lawful money of the United States, well and truly paid by the said grantee at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, by virtue of the power granted by law, granted, bargained, sold, aliened, released and confirmed, and by these presents grant, bargain, sell, alien, release and confirm unto the said grantee, her heirs and assigns,

ALL THOSE CERTAIN lots, pieces or parcels of land, lying and being in the Township of Athens, County of Bradford and Commonwealth of Pennsylvania, bounded and described as follows:

LOT NO. 1 - BEGINNING at a point where a small run enters the Chemung River; thence westerly up said run along lands formerly owned by Owen Spalding, now the L.V.R.R. Co., about 40 rods to a corner; thence south 22.9 rods; thence north 87 degrees west, 79 rods; thence north 2 degrees 45 minutes east 65 rods to a tree for a corner; thence north 70 degrees west, 8.8 rods; thence north 61 degrees west 11.2 rods; thence north 84 degrees west 12 rods; thence north 85 ½ degrees west 13.6 rods; thence south 83 degrees west 16.4 rods; thence south 86 ½ degrees west 17.2 rods; thence north 59 degrees west 15.2 rods; thence south 59 ½ degrees west 10 rods to a pitch pine tree; thence south 65 degrees west 10.1 rods to the east

Taunya Knolles
Rosenbloom
Attorney at Law
332 S. Main Street
Athens, PA 18810
(570) 888-0660

line to the Holmes (now Kelly) lot; thence along the same and lands of Z.F. Walker estate north 22 degrees 24 minutes west 197 rods to the south line of other lands of said Fox & Decker; thence along said south one 83 degrees east 109.8 rods to the Chemung River; thence down the same south 36 ½ degrees east 58.2 rods; thence south 47 ¾ degrees east 32 rods; thence south 31 degrees east 20 rods; thence south 24 ½ degrees east 12 rods; thence south 29 degrees 50 minutes east 29 rods; thence south 57 degrees east 82.6 rods; thence south 52 degrees east 27 rods; thence south 47 ½ degrees east 22.1 rods to the place of beginning.

CONTAINING 189.37 acres be the same more or less.

EXCEPTING AND RESERVING therefrom 8.84 acres of land heretofore deeded to the North Branch Canal Company;

LOT NO. 2 – BEGINNING at the northeast corner, a post and stones, thence south 82 degrees 37 minutes east 95.8 rods to an angle; thence south 83 degrees 30 minutes east 139.46 rods to the northeast corner of James Markham's Lot; thence along the same south 11 degrees east 27.1 rods; thence south 83 1/2 degrees east 2.6 rods; thence north 5 degrees west 18.6 rods to the southeast corner of the Kelly lot; thence along the south line of the same to the Fahey and Canfield lots, south 83 degrees 30 minutes east, 73.5 rods to the Chemung River; thence down the same south 13 ½ degrees west 13.45 rods to an angle, etc.

CONTAINING 337.40 acres, more or less.

EXCEPTING AND RESERVING therefrom 8.05 acres deeded heretofore to the North Branch Canal Company.

LOT NO. 3 – All that portion of the "old North Branch Canal" property extending in a southerly direction from that portion of the property which was conveyed to James Markham by deed dated August 15, 1894 for a distance of about 6050 feet through the lands now or late of Daniel McDuffy Estate to a point where the canal enters the Chemung River.

CONTAINING approximately 15.183 acres.

EXCEPTING AND RESERVING 1.999 acres of land conveyed to Richard L. Minard and Rebecca J. Minard, husband and wife by Deed dated December 10, 2001 and recorded December 31, 2001 in Bradford County Register and Recorder's Office at Instrument Number 200115870.

ALSO EXCEPTING AND RESERVING 30.307 acres of land conveyed to Michael E. Bentley and Kathryn J. Minard, husband and wife by Deed dated September 12, 2002 and recorded October 16, 2002 in Bradford County Register and Recorder's Office at Instrument Number 200213333. Corrective Deed for same recorded November 6, 2002 at Instrument Number 200214419.

BEING the same premises conveyed from Richard Elsbree and John K. Minard, Co-Executors of the Last Will and Testament of Helen M. Minard to John K. Minard by Deed dated February 20, 1997 and recorded February 26, 1997 in Bradford County Register and Recorder's Office at Record Book 385, Page 862.

THIS is a distribution from an estate to the beneficiary and is therefore exempt from transfer tax.

AND the said grantor for herself and her heirs, executors and administrators, do covenant, promise and agree, to and with the said grantees, and assigns, by these presents, that the said grantor has not done, committed, or knowingly, or willingly suffered to be done or committed, any act, matter of thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

Taunya Knolles
Rosenbloom
Attorney at Law
332 S. Main Street
Athens, PA 18810
(570) 888-0660

QUARRY MINING AND OPERATIONS LEASE

THIS AGREEMENT, made and entered into this 22nd day of January, 2021, between **JEANETTE H. MINARD**, an adult individual who has an address at 312 Minard Drive, Sayre, Pennsylvania 18840, hereinafter referred to as -----“LESSOR”

AND

BISHOP BROTHERS CONSTRUCTION CO., INC., a corporation doing business in Pennsylvania, with principal business address of 1376 Leisure Drive, Towanda, Pennsylvania 18848, hereinafter referred to as-----“LESSEE”

WHEREAS, Lessee is desirous of mining all minable stone, sand, gravel, crushed stone, cut stone, or other type of minable stone (collectively and hereinafter referred to as “Stone Product”) as determined in the sole opinion of the Lessee, said stone being of PENNDOT Class A, Class B and/or Class C Material from the Leased Premises owned by Lessor in Athens Township, Bradford County, Pennsylvania; and,

WHEREAS, Lessor desires to enter into this Quarry Mining and Operations Lease (hereinafter referred to as “Lease”) with the Lessee to Lease, grant, demise and let unto the Lessee those certain portions of land being the Leased Premises as described herein for the operating, producing, excavating, constructing, mining, transporting, selling, processing, blasting and removal of all Stone Product on, in and/or under Lessor’s land as determined in the sole opinion by the Lessee and including the production of concrete, washing material and reclamation of the Leased Pemises (hereinafter referred to as “Operations”); and,

GDDJ
GRIFFIN
DAWSEY
DEPAOLA
JONES, PC
LAW OFFICES
TOWANDA, PA
SAYRE, PA

WHEREAS, both parties acknowledge that there is a considerable opportunity for income from the sale of Stone Product and that it is mutually beneficial for both parties to enter into this Lease agreement for the payment of rent and/or Royalties to the Lessor; and,

WHEREAS, the Lessor affirms that she has all rights and title to the land and the minerals thereunder the Leased Premises and that she has full authority to enter into this Lease.



1. Leased Premises. Lessor hereby Leases to Lessee, a portion of the Lessor's land, being approximately 375 acres more or less as to be permitted now or any expansions thereof in order to mine and conduct Operations as determined in the sole opinion of the Lessee, said Leased Premises is identified as Bradford County Tax Parcel No. 09-020.00-104 being all that certain land located in Athens Township, Bradford County, Pennsylvania, and more particularly described in deed dated July 12, 2016, and recorded in the Office of the Register and Recorder of Bradford County to Instrument Number 201611350. (hereinafter referred to as the "Leased Premises") Copies of the maps referencing the location of the proposed mining area on the Leased Premises and the Deed are attached hereto, incorporated herewith and marked as Exhibits "A" and "B" respectively.

2. Term of Lease. This Lease shall commence at the execution of the Lease Agreement and shall remain in full force and effect until in the sole opinion

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

of the Lessee that the mining and Operations of all Stone Product from the Leased Premises has been exhausted or until the Lease is otherwise terminated as outlined under the terms of this lease.

3. Consideration/Royalty. In consideration of this Lease, the Lessee shall pay to Lessor, certain guaranteed Prepaid Royalties and/or regularly paid Royalties as outlined in this Lease for all Stone Product removed from said Leased Premises. The Royalty payments shall commence on the 1st day of the month after Lessee receives final approval from Athens Township for the zoning and final approval of the land development plan and the expiration of any timeframe for the filing of exceptions or appeals by third parties who may oppose the project.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

5. Rights of Lessee. Lessee shall have exclusive right to conduct Operations and use the Leased Premises for the removal of the Stone Product as outlined in this Lease without any interruption or interference by Lessor, her invitees, employees, lessees and or assigns.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

d. Exclusive Rights. During the terms of this Lease, the Lessee shall have the full and uninterrupted, exclusive right to access, ingress and regress over, under and across the Leased premises for Lessee to conduct Lessee's Operations on the Leased Premises for the removal of the Stone Product. Said right shall be superior to any rights of any oil and gas company or other corporation or entity and further the Lessor shall not enter into any agreement, lease, encumbrance or right to any person or entity who could interfere in the sole opinion of the Lessee with Lessee's Operations.

e. Liens, Encumbrances and or Taxes. The Lessor shall not permit any liens, judgments, encumbrances, taxes or other rights and or interests to be placed upon the title of the property without the consent of the Lessee and any lien, mortgage, judgment, encumbrance, right and or claim shall be subordinate to the rights of this Lease and to the Operations of the Lessee. If the Lessor permits any such interest to be filed and or entered against the title and or rights in the property including any taxes that have failed to be paid then the Lessee shall be permitted at Lessee's sole option to redeem and pay any said amount and to withhold payment of all Royalties until the Lessee has been reimbursed for payment.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

f. The Lessor hereby warrants that she is the owner in fee simple of the surface and minerals thereunder the Leased Premises, that the Lessor has full power to enter into this agreement and Lease and the Leased Premises shall be permitted to be used for the purposes set forth herein. The Lessor agree to defend her title to the Leased Premises including her rights to the minerals thereunder. The Lessee shall have the right to redeem as against the Lessor for any payments made by the Lessee in protecting the Lessees interests and rights in and to the Leased Premises, the Operations of the Lessee and the Stone Product and/or minerals.

g. In case of any actions of eminent domain of the Leased Premises, the Lessor and Lessee shall cooperate and shall be permitted to make their own claim to any awards or compensation as allocated fairly and equitably between the parties with taking into consideration their respective interests and the value of the real property and the Leasehold interest and Stone Product.

h. Should any loss occur on the Leased Premises and any damage to any of the Lessees property and or assets including any Stone Product then the Lessee shall have all rights to make and receive all compensation for any payment from insurance or elsewhere due to the loss with full cooperation of the Lessor. This shall not prohibit the Lessor from making any other claims exclusive to the Lessor.

6. Rights of Lessor.

a. **Inspection.** Lessor shall have the right to inspect the Leased Premises at any time after providing 24 hours notice to the Lessee. Lessee

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

will provide Lessor appropriate training needed by the Lessor so that Lessor can be present on the property.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

The parties shall comply with all regulatory agencies' regulations regarding access by anyone other than those engaged in mining Operations.

7. Assignment. The Lessee shall not assign this Lease or sublet the Leased Premises without written permission of the Lessor which permission will said permission shall not be unreasonably withheld. The Lessee shall have the

right to assign this Lease or sublet the Leased Premises to all other corporations and/or entities controlled by the Lessee and/or principal of the Lessee or under common ownership of the Lessee and/or principal of the Lessee without the written consent of the Lessor. Further any assignee by the Lessor and or Lessee must be bound by the terms of this Lease. The Lessor acknowledges and agrees

8. Termination. The Lessee shall be permitted to terminate this Lease after providing sixty days (60) written notice to the Lessor of the Lessee's desire to terminate the Lease. Upon termination of the Lease all Prepaid Royalty and Royalty obligations shall cease. The Lessor shall only have the right to terminate this Lease if the Lessee fails to pay the Lessor the Royalties and or Prepaid Royalties in accordance with the terms as set forth in this Lease. However, the Lease shall not terminate for the failure of any payments to be made by the Lessee's failure to make any payments under the terms of this Lease until after the Lessor has first provided in writing to the Lessee a sixty (60) day notice advising the Lessee of the default by the Lessee to pay in accordance to the terms of the Lease. Thereafter the Lease shall continue if the Lessee pays the amount due to the Lessor within sixty (60) days of the notice of the default or in the alternative the Lease shall continue if the Lessee advises the Lessor in writing within sixty

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

(60) days of the notice of default that the Lessee disputes any claims of default.

Upon termination of the Lease all payments of Royalties and or Prepaid Royalties shall cease and the Lessee shall proceed to reclamation.

a. Process of Disputes. If a dispute arises between the Lessee and Lessor regarding an alleged default of payment of any amounts as set forth in this Lease, said disputes shall be resolved by the parties participating in an arbitration proceeding in Bradford County, Pennsylvania of three arbitrators. Each party shall choose an attorney as an arbitrator and the two arbitrators shall choose the third arbitrator. If a third arbitrator cannot be agreed upon then the President Judge of Bradford County may choose said third arbitrator. The Lessor and Lessee shall be responsible for the costs of arbitration with each being responsible for the costs of their own attorney, expert or other costs of presenting their case; they shall each be responsible for the costs of their own chosen arbitrator; and they shall share in the costs of the third arbitrator and any agreed upon costs of the arbitration proceedings. The decision of the majority of arbitrators shall be binding upon the parties and thereafter the Lease shall terminate within sixty (60) days from the date of the arbitrators ruling unless the Lessee pays to the Lessor any amounts owed as determined by said arbitrators. If the Lessee fails to pay said determined amount in dispute and as determined by the arbitrators then the Lease shall terminate and said amount can be made a judgment against the Lessee. Thereupon, all rights of the Lessee in law or equity, under this Lease, shall absolutely cease and terminate, and the Lessor shall be entitled to resume full possession of the premises. For any other disputes other than payment, the Lessor and

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

Lessee shall have the right to proceed to Court to enforce any of the agreed upon terms of this Lease and the Lease shall continue without interruption during said dispute unless a Court granted injunction is so ordered. It is further agreed that with the exception of a default of payment as set forth above, the lease shall not terminate for any other default as long as the Lessee take reasonable steps to cure any default within a reasonable period of time.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

13. Notices. Any and all notices pursuant to this Lease shall be given by certified mail to the Lessor at 312 Minard Drive, Sayre, PA 18840 and to the Lessee at 1376 Leisure Drive Towanda, PA 18848. Notice shall be deemed served 5 days after mailing of the Certified Letter.

14. Indemnification. Lessee shall indemnify and save Lessor, her heirs and assigns, harmless from any and all loss or liability for claims, demands and suits or causes of action in law or equity, for damages and injuries of every kind

and nature to persons and property which may incur by reason of the activities of Lessee, direct or indirect, conducted on the premises.

15. Governing Laws. Parties agree that this Lease shall be governed by the laws of Pennsylvania and any enforcement of this Lease shall be within the jurisdiction of Pennsylvania and take place in Bradford County.

16. Legal Compliance. Lessee shall fully comply and obey with all applicable laws of the United States of America and the Commonwealth of Pennsylvania and with all rules, regulations, orders and ordinances of any political subdivisions, bureau or department thereof, relating to the use and occupancy of the Leased Premises, or the condition of it, and the mining of Stone Products and any and all conditions, activities, or operations relating to the Leased Premises, including all laws, rules, regulations, orders, and ordinances now in effect or made, enacted, or issued during the term of this Lease. Lessee reserves the right to appeal from any rulings, regulations, orders, or other determinations and to carry on operations in accordance with its interpretation of the same, pending final determination. In this event, Lessee agrees to indemnify Lessor from any loss, liability or expense resulting from an adverse determination.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

20. Binding on Heirs. All and singular the grants, covenants, agreement and undertakings, contained herein and made or which are to be kept and performed by the Lessor shall be binding upon her heirs, successors, executors, administrators and shall inure to the benefit of the Lessor, their heirs, successors, executors, administrators and assigns.

21. Permits. All permits shall be in accordance with the regulations of the appropriate governing agencies.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

22. Insurance. Lessee shall, during the initial term of this Lease, or any extensions thereof, maintain general liability insurance covering all Leased Premises in the aggregate amount of \$5,000,000.00 and shall provide proof of the same to Lessor upon the execution of this Lease. Lessor shall be named as additional insureds on said insurance policy.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

24. Force Majeure. When mining, production or other Operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate because of such prevention or delay. Lessee shall not be liable for breach of any provisions or implied covenants of this Lease when mining, production or other Operations are so prevented or delayed.

25. This Lease represents the entire agreement between the parties and shall not be modified or changed in any way except by written agreement signed by both parties.

26. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

27. This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement. The Lease shall be effective upon the signing by both parties.

28. This Lease shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

29. All of the clauses and provisions of this Lease are severable. If any clause or provision hereof shall be determined void or invalid, all remaining clauses and provisions shall be binding and effective. If any clause or provision shall be

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

determined void or invalid in part or degree, the valid part or degree of such clause or provision shall continue to be valid.

GDDJ

GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

IN TESTIMONY WHEREOF, the parties to this Lease Agreement have hereunto set their hands and seals the day and year first above written.

LESSOR



Jeanette H. Minard

LESSEE

Andrew L. Bishop
Andrew L. Bishop, President/
Bishop Brothers Construction Co., Inc.

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BRADFORD :

On the 22nd day of January, 2021, before me, a Notary Public, the undersigned officer, personally appeared **Jeanette H. Minard**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
EMMA JANE DUNAIER, Notary Public
Bradford County
My Commission Expires March 5, 2023
Commission Number 1347279

emma jane dunaier
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BRADFORD :

On the 28 day of January, 2021, before me, a Notary Public, the undersigned officer, personally appeared **Andrew L. Bishop, President of Bishop Brothers Construction Co., Inc.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Commonwealth of Pennsylvania - Notary Seal
Rebecca Hollingsead, Notary Public
Bradford County
My commission expires December 12, 2023
Commission number 1358651
Member, Pennsylvania Association of Notaries

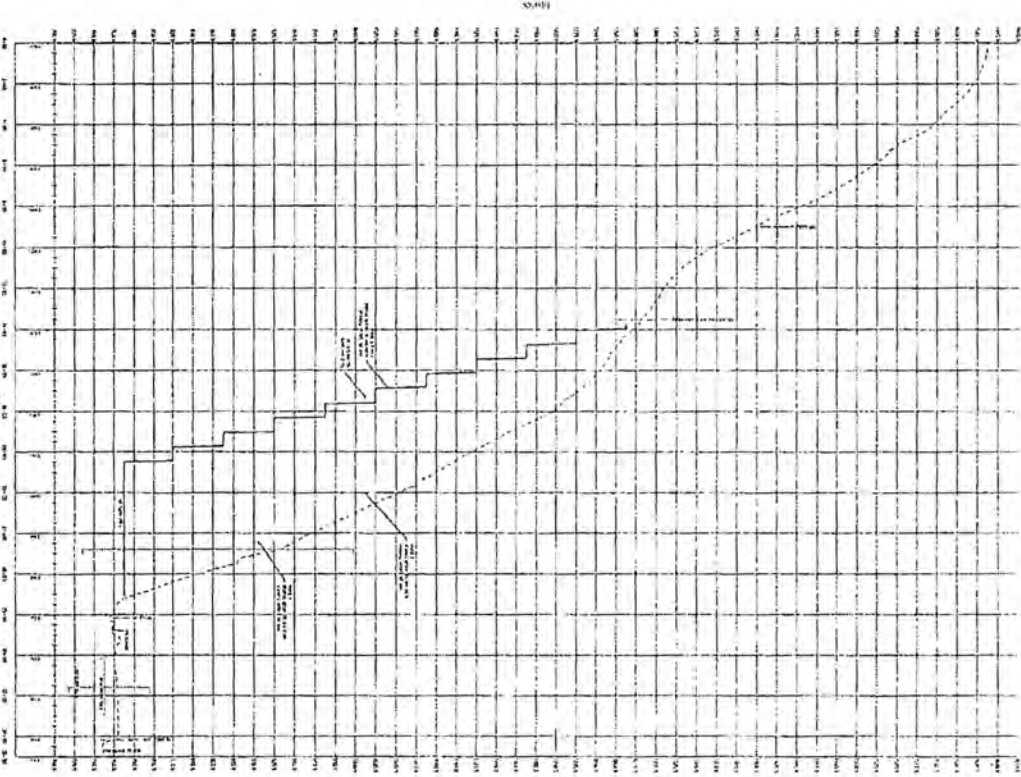
Rebecca Hollingsead
Notary Public
Rebecca Hollingsead

GDDJ

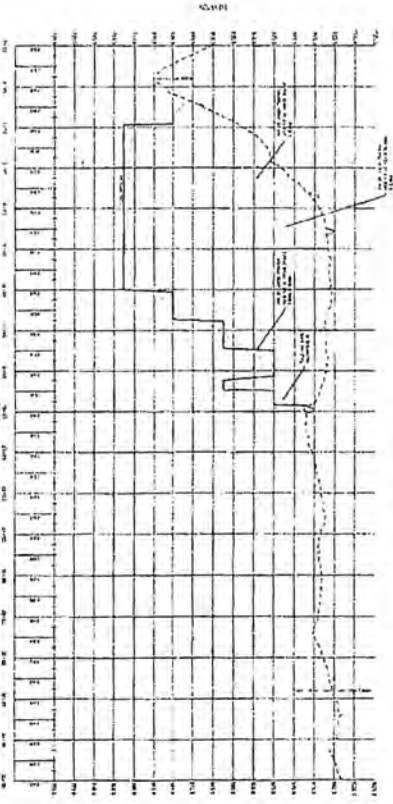
GRIFFIN
DAWSEY
DEPAOLA
JONES, PC

LAW OFFICES
TOWANDA, PA
SAYRE, PA

Section B-B



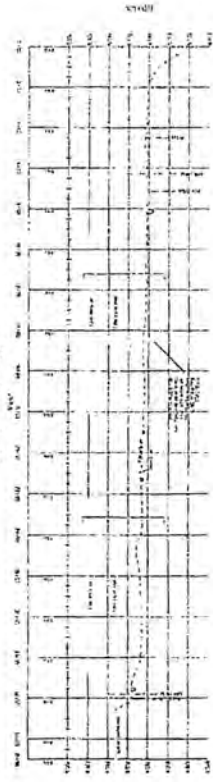
Section D-D'



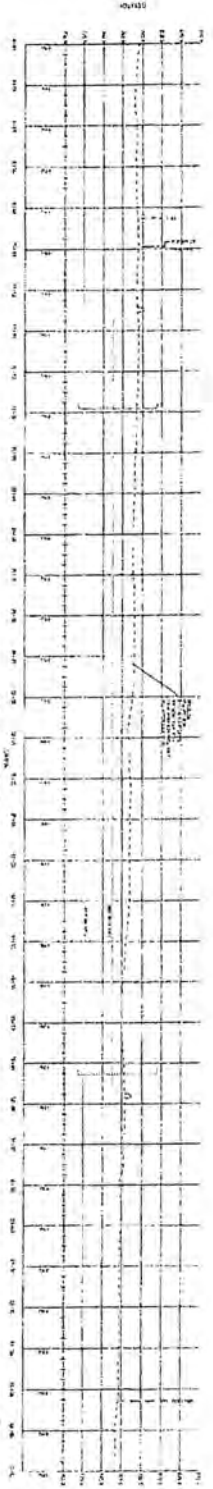
Section E-E'



Section A-A'



Section C-C'

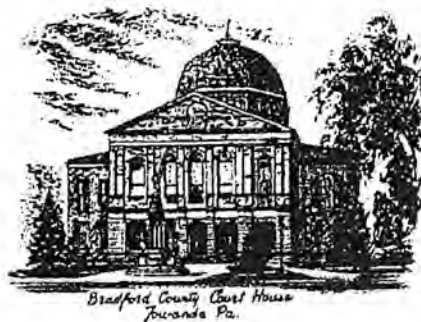


<p>PROJECT: [Blank]</p> <p>DATE: [Blank]</p> <p>SCALE: [Blank]</p> <p>PROJECT: [Blank]</p> <p>DATE: [Blank]</p> <p>SCALE: [Blank]</p>	<p>TRACT ENGINEERING, PLLC</p> <p>120 FAYETTE AVENUE</p> <p>YORK, CALIFORNIA, PA 17403</p> <p>PH: 717-833-1100</p> <p>FAX: 717-833-1101</p>	<p>DESIGNED BY: [Blank]</p> <p>CHECKED BY: [Blank]</p> <p>DATE: [Blank]</p> <p>PROJECT NO: [Blank]</p> <p>DRAWING NO: [Blank]</p>	<p>DATE: [Blank]</p> <p>PROJECT: [Blank]</p> <p>SCALE: [Blank]</p>
---------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------

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

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

CINDY BLOKZYL - CHIEF DEPUTY



Instrument Number - 201611350
Recorded On 8/17/2016 At 9:08:43 AM

* Total Pages - 4

* Instrument Type - DEED

Invoice Number - 436705

* Grantor - MINARD, JEANETTE H EXECUTRIX

* Grantee - MINARD, JEANETTE H

* Customer - TAUNYA KNOLLES ROSENBLUM

* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
PIN CERTIFICATIONS	\$5.00
RECORDING FEES -	\$14.00
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$73.00

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
TAUNYA KNOLLES ROSENBLUM
332 S MAIN
ATHENS, PA 18810

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



Shirley Rockefeller

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

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



DO NOT PUBLISH

ASSESSMENT NO. 09-020.00-104-000-000

THIS DEED

THIS DEED is made this 12th day of July, 2016.

BETWEEN

Deed: Executor, Guardian, Trustee

Jeanette H. Minard, Executrix of the John K. Minard Estate, of 312 Minard Drive, Sayre, Pennsylvania 18840-----**GRANTOR**

AND

Jeanette H. Minard, widow, of 312 Minard Drive, Sayre, Pennsylvania 18840-----**GRANTEE**

WHEREAS, JOHN K. MINARD held title to realty situate in the Township of Athens, County of Bradford, and Commonwealth of Pennsylvania.

AND WHEREAS, JOHN K. MINARD, died testate on the 18th day of April, 2016, seized and possessed in his demise as of fee, the real estate hereinafter described,

AND WHEREAS, pursuant to the petition of JEANETTE H. MINARD, she was named as Executrix of his said Estate by Register of Wills of Bradford County, Pennsylvania, on the 16th day of June, 2016, said certificate of Grant of Letters filed to No. 08-16-0163;

AND WHEREAS, JEANETTE H. MINARD, is presently acting as Executrix of the Estate of JOHN K. MINARD and is still qualified to act as such;

AND WHEREAS, the said Estate is solvent and all Inheritance Taxes have been paid or provided for.

NOW THIS INDENTURE WITNESSETH; That the said Grantor for and in consideration of the sum of One and no/100 Dollars (\$1.00), lawful money of the United States, well and truly paid by the said grantee at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, by virtue of the power granted by law, granted, bargained, sold, aliened, released and confirmed, and by these presents grant, bargain, sell, alien, release and confirm unto the said grantee, her heirs and assigns,

ALL THOSE CERTAIN lots, pieces or parcels of land, lying and being in the Township of Athens, County of Bradford and Commonwealth of Pennsylvania, bounded and described as follows:

LOT NO. 1 - BEGINNING at a point where a small run enters the Chemung River; thence westerly up said run along lands formerly owned by Owen Spalding, now the L.V.R.R. Co., about 40 rods to a corner; thence south 22.9 rods; thence north 87 degrees west, 79 rods; thence north 2 degrees 45 minutes east 65 rods to a tree for a corner; thence north 70 degrees west, 8.8 rods; thence north 61 degrees west 11.2 rods; thence north 84 degrees west 12 rods; thence north 85 ½ degrees west 13.6 rods; thence south 83 degrees west 16.4 rods; thence south 86 ½ degrees west 17.2 rods; thence north 59 degrees west 15.2 rods; thence south 59 ½ degrees west 10 rods to a pitch pine tree; thence south 65 degrees west 10.1 rods to the east

Taunya Knolles
Rosenbloom
Attorney at Law
532 S. Main Street
Athens, PA 18810
(570) 888-0660

line to the Holmes (now Kelly) lot; thence along the same and lands of Z.F. Walker estate north 22 degrees 24 minutes west 197 rods to the south line of other lands of said Fox & Decker; thence along said south one 83 degrees east 109.8 rods to the Chemung River; thence down the same south 36 ½ degrees east 58.2 rods; thence south 47 ¾ degrees east 32 rods; thence south 31 degrees east 20 rods; thence south 24 ½ degrees east 12 rods; thence south 29 degrees 50 minutes east 29 rods; thence south 57 degrees east 82.6 rods; thence south 52 degrees east 27 rods; thence south 47 ½ degrees east 22.1 rods to the place of beginning.

CONTAINING 189.37 acres be the same more or less.

EXCEPTING AND RESERVING therefrom 8.84 acres of land heretofore deeded to the North Branch Canal Company;

LOT NO. 2 – BEGINNING at the northeast corner, a post and stones, thence south 82 degrees 37 minutes east 95.8 rods to an angle; thence south 83 degrees 30 minutes east 139.46 rods to the northeast corner of James Markham's Lot; thence along the same south 11 degrees east 27.1 rods; thence south 83 1/2 degrees east 2.6 rods; thence north 5 degrees west 18.6 rods to the southeast corner of the Kelly lot; thence along the south line of the same to the Fahey and Canfield lots, south 83 degrees 30 minutes east, 73.5 rods to the Chemung River; thence down the same south 13 ½ degrees west 13.45 rods to an angle, etc.

CONTAINING 337.40 acres, more or less.

EXCEPTING AND RESERVING therefrom 8.05 acres deeded heretofore to the North Branch Canal Company.

LOT NO. 3 – All that portion of the "old North Branch Canal" property extending in a southerly direction from that portion of the property which was conveyed to James Markham by deed dated August 15, 1894 for a distance of about 6050 feet through the lands now or late of Daniel McDuffy Estate to a point where the canal enters the Chemung River.

CONTAINING approximately 15.183 acres.

EXCEPTING AND RESERVING 1.999 acres of land conveyed to Richard L. Minard and Rebecca J. Minard, husband and wife by Deed dated December 30, 2001 and recorded December 31, 2001 in Bradford County Register and Recorder's Office at Instrument Number 200115870.

ALSO EXCEPTING AND RESERVING 30.307 acres of land conveyed to Michael E. Bentley and Kathryn J. Minard, husband and wife by Deed dated September 12, 2002 and recorded October 16, 2002 in Bradford County Register and Recorder's Office at Instrument Number 200213333. Corrective Deed for same recorded November 6, 2002 at Instrument Number 200214419.

BEING the same premises conveyed from Richard Elsbree and John K. Minard, Co-Executors of the Last Will and Testament of Helen M. Minard to John K. Minard by Deed dated February 20, 1997 and recorded February 26, 1997 in Bradford County Register and Recorder's Office at Record Book 385, Page 862.

THIS is a distribution from an estate to the beneficiary and is therefore exempt from transfer tax.

AND the said grantor for herself and her heirs, executors and administrators, do covenant, promise and agree, to and with the said grantees, and assigns, by these presents, that the said grantor has not done, committed, or knowingly, or willingly suffered to be done or committed, any act, matter of thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered, in title, charge, estate or otherwise howsoever.

Taunya Knolles
Rosenbloom
Attorney at Law
332 S. Main Street
Athens, PA 18810
(570) 888-0660

