



# Jefferson County Legal Journal

The Official Legal Journal of the Courts of Jefferson County, PA

## JEFFERSON COUNTY LEGAL JOURNAL

c/o Editor  
395 Main Street, Suite A, Brookville, PA 15825  
Owned and Published Weekly by the  
Jefferson County Bar Association

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### ESTATE NOTICES

Notice is hereby given that in the estate of the decedent set forth below the Register of Wills has granted letters testamentary or of administration to the person(s) named. All persons owing said estate are requested to make payment and those having claims or demands against said estate are requested to make such claims, properly authenticated and without delay, to the executor(s) or administrator(s) or their attorney named below.

### FIRST PUBLICATION

**JANACEK, PATRICIA L., dec'd.**  
Late of Brookville Borough  
ADMINISTRATOR: CHERYL L.  
MCINTYRE  
ATTORNEY: JAMES D. DENNISON  
Dennison Law Offices  
395 Main St., Suite A  
Brookville, PA 15825

**WYSE, J. KENNETH, a/k/a JAMES  
KENNETH WYSE, JR., dec'd.**  
Late of Brookville Borough  
EXECUTOR: RAY H. SCOTT  
ATTORNEY: SARA J. SEIDLE  
51 N. 4th Avenue  
Clarion, PA 16214

**SHUTTLEWORTH, JOHN LAVERE, III,  
dec'd.**  
Late of Snyder Township  
ADMINISTRATOR: MARSHA E.  
SHUTTLEWORTH  
ATTORNEY: JAMES D. DENNISON  
Dennison Law Offices  
395 Main St., Suite A  
Brookville, PA 15825

**TEACHER, JOHN, a/k/a JOHN H., a/k/a  
JOHN HAROLD, dec'd.**  
Late of Rose Township  
EXECUTOR: DONALD W.  
WHITEMAN, a/k/a DONALD  
WILLIAM  
ATTORNEY: JOHN C. DENNISON  
Gordon and Dennison  
293 Main St.  
Brookville, PA 15825

### SECOND PUBLICATION

**PIFER, SHIRLEY JUNE, a/k/a SHIRLEY J.,  
dec'd.**  
Late of Warsaw Township  
EXECUTRIX: DEBORAH A. FORD  
ATTORNEY: DAVID P. KING  
P.O. Box 1016  
23 Beaver Dr.  
DuBois, PA 15801

### THIRD PUBLICATION

**SMITH, JACK C., a/k/a Jack**  
Late of Rose Township  
CO-EXECUTORS: EDDIE L. SMITH  
AND DEAN W. SMITH  
ATTORNEY: JOHN C. DENNISON  
Gordon and Dennison  
293 Main St.  
Brookville, PA 15825

**BUSINESS CORPORATION NOTICE**

Notice is hereby given that Articles of Incorporation were filed with the Department of State for Pobox Inc, a corporation organized under the Pennsylvania Business Corporation Law of 1988.

**NOTICE OF SALES BY PUBLIC AUCTION BY PUNXSUTWNEY AREA SCHOOL DISTRICT OF THE FORMER BELL TOWNSHIP, JENKS HILL, MAPLEVIEW, PARKVIEW, AND LONGVIEW ELEMENTARY SCHOOLS TO BE HELD ON TUESDAY, NOVEMBER 6, 2018 AT 5:30 P.M.**

WHEREAS, Punxsutawney Area School District closed the former Bell Township, Jenks Hill, Mapleview, Parkview, and Longview Elementary Schools;

WHEREAS, the school buildings, and the lands upon which they are situate, in the determination of the Board of School Directors of the District, are unused and unnecessary to the operations of the District;

AND WHEREAS, the Board of Directors is vested with the necessary power and authority to sell unused and unnecessary lands and buildings, and desires to sell this real estate.

NOW THEREFORE: NOTICE IS HEREBY GIVEN THAT the Board of School Directors of Punxsutawney Area School District has resolved to sell the former Bell Township, Jenks Hill, Mapleview, Parkview, and Longview Elementary School real estate. The five (5) separate, legal descriptions of each of the premises are more fully set forth at the end of this notice. A separate sale shall be held for each of the five (5) former Elementary Schools, and each sale shall be pursuant to the Act of March 10, 1949, P.L. 30 art. VII, §707, as amended (24 Purdon's Statutes §7-707), and any other applicable law, and under and subject to the following terms and conditions, which shall legally bind the District and purchasers, and their respective heirs, successors and assigns:

1. **EACH OF THE FIVE (5) SALES SHALL BE BY PUBLIC AUCTION, AFTER DUE NOTICE, ON TUESDAY, NOVEMBER 6, 2018. THE SALES SHALL COMMENCE AT 5:30 P.M., AT THE LIBRARY IN THE PUNXSUTAWNEY AREA HIGH SCHOOL, AT 500 NORTH FINDLEY STREET, PUNXSUTAWNEY, PA 15767.**

2. The highest bidder for each sale shall tender to the District ten percent (10%) of the amount of the successful bid by regular check, or bank certified, cashier's or treasurer's check, as a down payment after the property is struck down, and within ten (10) minutes of passage of a motion by the affirmative roll call vote of a majority of all members of the Board of School Directors accepting that bid. Upon the District and the successful bidder then executing an acknowledgment to the effect that they and their respective heirs, successors and assigns shall be legally bound by the terms of the Resolution authorizing this sale, and confirming the bid as the purchase price, as the Agreement of Sale between them, the successful bidder shall become the purchaser. Otherwise, sale of the property to that bidder will be voided, and the property put up again for auction, or the auction will be cancelled, as the Board of School Directors may decide by the affirmative roll call vote of a majority of all members of the Board of School Directors. The balance of the purchase price shall be paid in full, by bank certified, cashier's or treasurer's check, at closing, which shall occur within thirty (30) days of acceptance of the bid.

3. The District shall bear the risk of loss from fire or other hazards until closing. It may but is not required to continue to carry insurance upon the premises until then. If any property included in this sale is destroyed and not repaired or replaced prior to closing, the purchaser may accept the property in its then condition, or withdraw from purchase hereunder, with the down payment to be returned to the purchaser. Any insurance the District may choose to carry pending closing shall be for its sole benefit, and any proceeds from any insurance recovery shall be kept by the District, and the purchaser shall not have any interest in or right to benefit from this insurance, or any subrogation or other claim upon this insurance. If the purchaser is determined to have an insurable interest hereunder and wishes to obtain the purchaser's own insurance, this shall be up to the purchaser to do so at its expense.

4. At closing, the District will deliver a special warranty Deed to the purchaser, to be executed by the President of the Board of Directors, or in his absence, the Vice President, with the attestation of the Board Secretary; and the purchaser shall record the Deed in the Office of the Recorder of Deeds on the date of closing, as a strict condition on closing.

5. The purchaser shall pay all of the two percent (2%) real estate transfer taxes pertaining to this sale, any recording fees, and any other closing costs, except for preparation of the Deed, and any real estate taxes that may be assessed on the property. The District shall not be required to pay any of the real estate transfer taxes, any other closing costs, or any real estate taxes that may be assessed on the property.

6. In the event that the purchaser fails to make payment in full by closing, the District, at its option, may retain the down payment on account towards the purchase price, or as money to be applied to the District's damages, or as liquidated damages for such a breach, as the District may elect. In the event that the District elects to retain the money as liquidated damages, the District shall be released from any liability or obligation pertaining to sale of the real estate and this sale shall otherwise be null and void. The District more generally shall furthermore have all rights, remedies, and recourse available to it at law or in equity against a defaulting purchaser.

7. **CAVEAT EMPTOR** shall apply and the successful bidder shall purchase the land, building, and premises "**AS IS, WHERE IS**" as to all physical and structural aspects and environmental and other conditions thereof. The District makes no representations, warranties, or guarantees of any kind in this regard. Prior to the auction, any prospective bidder may have all reasonable access to conduct inspections and to do testings, personally, or through whatever parties the prospective bidder may choose to retain, but all of this shall be at the expense of the prospective bidder, and done in a reasonable manner, so as to do as little damage as possible to the property, and any damage that necessarily must be done shall be promptly repaired by the prospective bidder, again at this party's expense. Such inspections and testing shall be at the sole discretion of the prospective bidder, who shall be deemed to have waived any right or requirement in this regard, in the event that this party does not use this opportunity to do so by the time the property is struck down at the auction. All prospective bidders will be given access to the premises for such inspections and testings as they may require, upon written request to the District's Business Manager, Susan H. Robertson, at the address of the School District's Central Office, at 300 Center Street, Punxsutawney, PA 15767, which has the telephone number of (814) 938-5151.

8. The District shall have no responsibility or liability for, and the purchaser, and the purchaser's heirs, successors and assigns, shall fully release, quitclaim and forever discharge, and save harmless and indemnify the District, and the District's successors and assigns, from any and all responsibility and liability for any and all problems, losses, damages, demands, or claims, including but not limited to those involving personal injury including death and property damage, and all of the consequences, whether known or unknown, which exist, are caused by or may arise at any time now or hereafter, from the presence of termites or other wood-

boring insects, radon, mold, fungi, indoor air quality, hazardous material or waste, asbestos, lead, lead-based paint, or any and all other harmful or dangerous substances, contaminates, pollutants, defects or conditions of the land, building(s), or premises, including but not limited to all direct, consequential and other damages, costs and expenses of clean-up, removal, disposal, and remediation, attorney's fees, and costs and expenses of litigation or threat thereof. This release shall survive closing hereunder and legally bind the purchaser and the purchaser's heirs, successors and assigns.

9. A survey of the boundaries of the premises being sold may be conducted by any prospective bidder or the purchaser, but this shall be at this party's expense and done so as not to delay closing, and nothing revealed by a survey shall be any excuse not to close the transaction.

10. Sale of each of the five (5) former Elementary Schools shall be under and subject to the exception and reservation by Punxsutawney Area School District, its successors and assigns, forever, out of and from the conveyance of each and all of the premises being sold, of all of the oil and gas, of every kind and description, and regardless of whether conventional or unconventional in character, and all of the coal, mineral, sand, sandstone, shale (including but not limited or restricted to the Utica, Marcellus, and Upper Devonian Shale formations), other rock, and other seams, layers, strata, formations, and horizons, containing or bearing oil and/or gas, upon, in and under all of the premises set forth in the legal descriptions of each of the five (5) former Elementary Schools, as hereinafter set forth, and all rights of ownership in and to all of the oil and gas and all of the rest of the foregoing, including but not limited or restricted to the following: rights to search, test, drill and operate for, and develop and remove the oil and gas, in accordance with the privileges, usages and customs of the oil and gas industry current at the time of the exercise of any or all of the rights hereinbefore mentioned or referred to; rights to all bonuses, rentals, royalties, reserve or free gas, and all other benefits and rights of owners or lessors of the oil and gas under all existing and future oil and gas leases and agreements; rights to pool, unitize and consolidate operations for oil and gas with operations for oil and gas on other lands; and rights to store oil and gas upon, in and under all of the said premises of each of the said five (5) former Elementary Schools, as more particularly described in the legal descriptions hereinafter set forth.

11. **TIME SHALL ABSOLUTELY BE OF THE ESSENCE WITH REGARD TO ALL ASPECTS OF PERFORMANCE BY EACH PURCHASER HEREUNDER.**

12. **THIS AUCTION SHALL BE WITH RESERVE.** The District reserves the right to set a minimum bid, to reject any or all bids, or to cancel the sale, of any or all of the schools, at any time, for any or no reason, and without prior notice.

13. What follows are the legal descriptions of each of the five (5) former Elementary Schools:

1. **BELL TOWNSHIP ELEMENTARY SCHOOL** (which has the street address of 662 Airport Road, Punxsutawney, PA 15767):

ALL that certain piece, parcel and tract of land situate, lying and being in BELL TOWNSHIP, Jefferson County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the intersection of State Route L.R. No. 33036 and State Route L.R. No. 33037, the Southwest corner of the tract herein described; thence North 1° 13' West along the center line of State Route L.R. No. 33036, a distance of 855.2 feet to a point; thence East through lands of which the herein described tract was formerly a part, a distance of 846.6 feet to an iron pin; thence South along line of lands now or formerly of Dorothy Grube, a distance of 855.0 feet to a point in the center line of Township Road No. 521; thence along the center line of Township Road No. 521, a distance of 828.5 feet to the place of beginning. CONTAINING 16.44 acres.

EXCEPTING AND RESERVING, nevertheless, all the coal and coal rights in and under said above described tract of land as fully as the same have been heretofore excepted, reserved or conveyed by Deeds of record therefor.

AND BEING all the same premises that were conveyed to the School District of Punxsutawney Area (formerly Bell Township) by Indenture dated February 3, 1986, from the State Public School Building Authority, which is of record in the Office of the Recorder of Deeds of Jefferson County, Pennsylvania, in Deed Book Vol. 507, at page 812.

UNDER AND SUBJECT TO the Deed of Perpetual Avigation Easement dated November 13, 2006, granted by School District of Punxsutawney Area to Punxsutawney Airport Authority, which is of record in said Recorder's Office in Record Book Vol. 421, at page 973.

The premises above described are identified for real estate tax assessment purposes as Tax Parcel No. 03-526-217A.

ALSO EXCEPTING AND RESERVING and UNDER AND SUBJECT TO the following: all other exceptions and reservations of record; all other easements and rights of way of record, or existing on the land; anything that would be revealed with regard to the boundaries or area of the premises and otherwise by a survey conducted by a licensed professional engineer or surveyor; and anything else that would be apparent upon a physical inspection of the premises.

The premises above described are also UNDER AND SUBJECT TO all zoning, flood plain, subdivision, and other governmental ordinances, regulations and restrictions.

2. **JENKS HILL ELEMENTARY SCHOOL** (which has the street address of 200 Jenks Avenue, Punxsutawney, PA 15767):

**FIRST PIECE:** ALL that certain piece, parcel and tract of land situate, lying and being in the SECOND WARD OF PUNXSUTAWNEY BOROUGH, Jefferson County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point, the intersection of the Eastern line of Jenks Avenue and the Northern line of Fairman Lane; thence North 18° 45' West along the Eastern line of Jenks Avenue, a distance of 89.7 feet to an iron pin; thence North 10° 44' West also along the Eastern line of Jenks Avenue, a distance of 42.0 feet to a point; thence North 1° 29' East along the Eastern line of Graffius Avenue, a distance of 106.6 feet to an iron pin; thence North 65° 55' East along line of lot now or formerly of Donald



Kurtz, a distance of 144.6 feet to an iron pin; thence South 30° 25' East along the Western line of Turf Alley, a distance of 117.1 feet to an iron pin; thence South 59° 35' West along line of lot now or formerly of Smith, a distance of 60.5 feet to an iron pin; thence South 19° 54' East also along line of lot now or formerly of Smith, a distance of 24.2 feet to an iron pin; thence South 69° 46' West also along line of lot now or formerly of Smith, a distance of 17.5 feet to a point; thence South 25° 22' East also along line of lot now or formerly of Smith, a distance of 85.5 feet to a point; thence South 68° 00' West along the Northern line of Fairman Lane, a distance of 145.5 feet to a point, the place of beginning. CONTAINING 37,452 square feet.

AND BEING comprised of all the same premises that were conveyed to Punxsutawney Area (formerly Punxsutawney Borough School District) by Indenture dated November 29, 1976, from the State Public School Building Authority, which is of record in the Office of the Recorder of Deeds of Jefferson County, Pennsylvania, in Deed Book Vol. 437, at page 803; and all the same premises that were conveyed to the School District of Punxsutawney Borough by Indenture dated February 29, 1956, from the State Public School Building Authority, which is of record in said Recorder's Office in Deed Book Vol. 312, at page 314.

EXCEPTING AND RESERVING, however, the following adverse conveyances:

(a) The conveyance to Everett D. McClincy and Helen C. McClincy, his wife, by Indenture dated June 17, 1958, from the State Public School Building Authority, which is of record in the Office of the Recorder of Deeds of Jefferson County, Pennsylvania, in Deed Book Vol. 334, at page 252, of a parcel of land containing 61.9 square feet.

(b) The conveyance to Everett D. McClincy and Helen C. McClincy, his wife, by Deed dated June 17, 1958, from the School District of the Borough of Punxsutawney, which is of record in said Recorder's Office in Deed Book Vol. 334, at page 255, of a parcel of land containing 130.9 square feet.

SECOND PIECE: ALL that certain piece, parcel and tract of land situate, lying and being in the SECOND WARD OF PUNXSUTAWNEY BOROUGH, Jefferson County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Western boundary line of the lot now or formerly of McClincy and the Eastern boundary line of the School District lot, which point is 24.80 feet from the Northern side of Fairman Lane; thence North 27° 24' West 51.56 feet to a stake at other lands of School District lot; thence North 70° 39' East a distance of 10.09 feet to a point on the boundary line between the lot now or formerly of McClincy and School District lot; thence South 16° 08' East 51.18 feet to the point and place of beginning. CONTAINING 257.5 square feet.

AND BEING all the same premises that were conveyed to School District of the Borough of Punxsutawney by Deed dated June 17, 1958, from Everett D. McClincy and Helen C. McClincy, his wife, which is of record in the Office of the Recorder of Deeds of Jefferson County, Pennsylvania, in Deed Book Vol. 334, at page 258.

The said FIRST PIECE and SECOND PIECE above described are combined and further identified for real estate tax assessment purposes as Tax Parcel No. 22-001-600.

THIRD PIECE: ALL that certain piece, parcel or tract of land situate, lying and being in the SECOND WARD OF PUNXSUTAWNEY BOROUGH, Jefferson County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the Southern line of Fairman Lane at its intersection with a 20 foot unnamed alley, the Northeast corner of the lot herein described; thence South 25° 50' East along the Western line of the aforementioned 20 foot unnamed alley, a distance of 54.0 feet to a point; thence South 69° 25' West through lands of which the herein described lot was formerly a part, a distance of 70.0 feet to a point; thence North 25° 50' West also through lands of which the herein described lot was formerly a part, a distance of 54.0 feet to a point; thence North 69° 25' East along the Southern line of Fairman Lane, a distance of 70.0 feet to the place of beginning. CONTAINING 3,764.1 square feet.

AND BEING all the same premises that were conveyed to Punxsutawney Borough School District by Deed dated March 27, 1965, from John Ward Jenks and Jean M. Jenks, his wife, and Dorothy Jeane Jenks, unmarried, which is of record in the Office of the Recorder of Deeds of Jefferson County, Pennsylvania, in Deed Book Vol. 373, at page 551.

The premises above described are identified for real estate tax assessment purposes as Tax Parcel No. 22-001-0501B.

ALSO EXCEPTING AND RESERVING out of and from said FIRST PIECE, SECOND PIECE and THIRD PIECE above described and those three (3) pieces are ALSO UNDER AND SUBJECT TO the following: all exceptions and reservations of record; all easements and rights of way of record, or existing on the land; anything that would be revealed with regard to the boundaries or area of the premises and otherwise by a survey conducted by a licensed professional engineer or surveyor; and anything else that would be apparent upon a physical inspection of the premises.

Said FIRST PIECE, SECOND PIECE and THIRD PIECE and all the premises above described are ALSO UNDER AND SUBJECT TO all zoning, flood plain, subdivision and other governmental ordinances, regulations and restrictions.

3. **MAPLEVIEW ELEMENTARY SCHOOL** (which has the street address of 9329 Route 536, Punxsutawney, PA 15767):

ALL that certain piece or parcel of land situate, lying and being in PERRY TOWNSHIP, Jefferson County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the center of State Route L.R. 357 (Traffic Route No. 536) on line of land now or formerly of Webster Smith, the Southeast corner of the tract herein described; thence North 80° 43' West along the center of State Route L.R. 357 (Traffic Route No. 536) a distance of 804.9 feet to a point; thence North 9° 17' East through lands of which the herein described tract was formerly a part, a distance of 776.2 feet to an iron pin; thence East along line of lands now or formerly of R.S.

Whitesell and lands now or formerly of George Whitesell, a distance of 424.2 feet to an iron pin; thence South 1° 00' West along line of lands of the Maplevue Park Association, a distance of 397.9 feet to a 24" Hickory tree; thence East along line of lands of the Maplevue Park Association, a distance of 252.0 feet to an iron pin; thence South along line of lands now or formerly of Webster Smith, a distance of 498.0 feet to the place of beginning. CONTAINING 11.78 acres.

AND BEING all the same premises that were conveyed to Punxsutawney Area (formerly Punxsutawney A. Jt. S. B.) by Deed dated January 24, 1986, from the State Public School Building Authority, which is of record in the Office of the Recorder of Deeds of Jefferson County, Pennsylvania, in Deed Book Vol. 507, at page 559.

UNDER AND SUBJECT TO that certain Right-of-Way Easement dated August 27, 2008, granted to United Electric Cooperative, Inc., by instrument of that name by the Punxsutawney Area School District, which is of record in said Recorder's Office in Record Book Vol. 493, at page 205.

The premises above described are identified for real estate tax assessment purposes as Tax Parcel No. 17-523-0108A.

ALSO EXCEPTING AND RESERVING and UNDER AND SUBJECT TO the following: all exceptions and reservations of record; all other easements and rights of way of record, or existing on the land; anything that would be revealed with regard to the boundaries or area of the premises and otherwise by a survey conducted by a licensed professional engineer or surveyor; and anything else that would be apparent upon a physical inspection of the premises.

The premises above described are also UNDER AND SUBJECT TO all zoning, flood plain, subdivision, and other governmental ordinances, regulations and restrictions.

4. **PARKVIEW ELEMENTARY SCHOOL (which has the street address of 478 Main Street, Anita, PA 15711):**

ALL that certain piece, parcel or tract of land situate, lying and being in MCCALMONT TOWNSHIP, Jefferson County, Pennsylvania, more particularly bounded and described as follows, to-wit:

BEGINNING at a point in State Route L.R. 33026, the Northwest corner of the tract herein described; thence North 42° 26' East along State Route L.R. 33026, a distance of 168.0 feet to a point; thence North 70° 43' East along line now or formerly of Pentecostal Church lot, a distance of 752.0 feet to a point; thence South 34° 01' East through lands now or formerly of the R. & P. Coal Company, a distance of 352.3 feet to a point; thence South 61° 48' West also through lands now or formerly of the R. & P. Coal Company, a distance of 696.13 feet to a point; thence South 49° 35' West also through lands now or formerly of the R. & P. Coal Company, a distance of 590.44 feet to a point; thence North 86° 39' West also through lands now or formerly of the R. & P. Coal Company, a distance of 10.0 feet to a point; thence North 3° 31-½' East along line of land now or formerly of Radaker, a distance of 173.0 feet to a point; thence North 52° 57' East along line of land now or formerly of Radaker, a distance of 141.57 feet to a point; thence North 16° 35' West also along line of land now or formerly of Radaker, a distance of 133.3 feet to a point; thence North 52° 57' East along line of land now or formerly of Alfred Anderson, a distance of 110.0 feet to a point; thence North 34° 01' West also along line of land now or formerly of Alfred Anderson, a distance of 215.94 feet to the place of beginning. CONTAINING 9.978 acres.

AND BEING all the same premises that were conveyed to The School District of Punxsutawney Area (Formerly Punxsutawney A. Jt. SB), by Deed dated January 24, 1986, from the State Public School Building Authority, which is of record in the Office of the Recorder of Deeds of Jefferson County, Pennsylvania, in Deed Book Vol. 507, at page 555.

EXCEPTING AND RESERVING all of the coal and coal rights, together with waivers and releases of damages, as fully and completely as the same have heretofore been excepted and reserved or conveyed.

The premises above described are identified for real estate tax assessment purposes as Tax Parcel No. 15-003-408A.

ALSO EXCEPTING AND RESERVING and UNDER AND SUBJECT TO the following: all other exceptions and reservations of record; all easements and rights of way of record, or existing on the land; anything that would be revealed with regard to the boundaries or area of the premises and otherwise by a survey conducted by a licensed professional engineer or surveyor; and anything else that would be apparent upon a physical inspection of the premises.

The premises above described are also UNDER AND SUBJECT TO all zoning, flood plain, subdivision, and other governmental ordinances, regulations and restrictions.

5. **LONGVIEW ELEMENTARY SCHOOL (which has the street address of 19466 Route 119 Highway North, Punxsutawney, PA 15767):**

ALL that certain piece, parcel and tract of ground situate, lying and being in NORTH MAHONING TOWNSHIP, Indiana County, Pennsylvania, more particularly bounded and described as follows, to-wit:

BEGINNING at a point in the center line of Legislative Route #63 being the Northwesterly corner of the tract hereby described; thence South 43° 50' East through lands of which the herein described premises were formerly a part, a distance of 424 feet to a stake at line of land now or formerly of Max Gourley; thence South 4° 48' West 115.03 feet along other lands now or formerly of Max Gourley to a stake; thence South 46° 10' West through lands of which this tract was formerly a part a distance of 616.67 feet to a stake; thence North 43° 50' West through lands now or formerly of Verner M. Wachob and Esther D. Wachob, a distance of 500 feet to a point in the center line of Legislative Route #63; thence North 46° 10' East along the center line of Legislative Route #63 a distance of 700 feet to the place of beginning. CONTAINING 7.96 acres.

EXCEPTING AND RESERVING, nevertheless, from the operation of this Deed all the undivided fourth-sixths (4/6) interest in the coal and coal rights which had previously been excepted and reserved as fully as set forth by previous Deed of record.

AND BEING all the same premises that were conveyed to the School District of Punxsutawney Area (formerly Punxsutawney A. Jt. S.B.) by Indenture dated January 24, 1986, from the State Public School Building Authority, which is of record in the Office of the Recorder of Deeds of Indiana County, Pennsylvania, in Deed Book Vol. 887, at page 873.

EXCEPTING AND RESERVING the premises conveyed to the Commonwealth of Pennsylvania, Department of Transportation, by Deed dated \_\_\_\_\_, 2004, from The School District of Punxsutawney Area, which is of record in said Recorder's Office in Deed Book Vol. \_\_\_\_\_, at page \_\_\_\_\_, said premises containing 0.07 acre of Required Right-of-Way and such other premises as the same are more fully described in said Deed.

The premises above described are identified for real estate tax assessment purposes as Tax Parcel No. 28-016-104.02...-000.

ALSO EXCEPTING AND RESERVING and UNDER AND SUBJECT TO the following: all other exceptions and reservations of record; all easements and rights of way of record, or existing on the land; anything that would be revealed with regard to the boundaries or area of the premises and otherwise by a survey conducted by a licensed professional engineer or surveyor; and anything else that would be apparent upon a physical inspection of the premises.

The premises above described are also UNDER AND SUBJECT TO all zoning, flood plain, subdivision, and other governmental ordinances, regulations and restrictions.

Susan H. Robertson  
Business Administrator and Secretary  
to the Board of School Directors  
Punxsutawney Area School District  
Central Office  
300 Center Street  
Punxsutawney, PA 15767  
Phone: (814) 938-5151

David L. Young, Esq.  
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306 West Mahoning Street  
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