



County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Ordinance: 14-0122

File Number: 14-0122

Ordinance #231

Second Reading

Acquisition of Certain Property within Moosic Borough

First Reading: June 18, 2014

Second Reading: July 2, 2014

BOARD OF COMMISSIONERS
OF THE
COUNTY OF LACKAWANNA, PENNSYLVANIA

ORDINANCE #231

AN ORDINANCE of the County of Lackawanna, Pennsylvania providing for the acquisition of certain property for the enhancement of public safety and improvement of the Wilkes-Barre/Scranton International Airport all located within Moosic Borough, Lackawanna County, Pennsylvania and Pittston Township, Luzerne County, Pennsylvania.

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LACKAWANNA DO HEREBY ORDAIN as follows:

Section 1. Recitals

1.1 Section 1.3-302(o) of the Lackawanna County Home Rule Charter ("Charter") authorizes the County Commissioners to acquire property by eminent domain. 335 Pa. Code § 1.3-302(o).

1.2 Section 1.3-309(h) of the Charter requires an ordinance for the exercise of eminent domain power. 335 Pa. Code § 1.3-309(h).

1.3 The Wilkes-Barre/Scranton International Airport is jointly owned and operated by Lackawanna County and Luzerne County through the Bi-County Airport Board for Luzerne and Lackawanna Counties. See resolution between Luzerne and Lackawanna Counties for the operation

and maintenance of the Wilkes-Barre-Scranton Airport at Avoca attached hereto as Exhibit "A" at pp. 13-14.

1.4 The Bi-County Airport Board for Luzerne and Lackawanna Counties is engaged in the design and construction of an Instrument Landing System which is necessary to extend parallel taxiway B to the runway 22 end at the Wilkes-Barre/Scranton International Airport.

1.5 The public use and necessity require that the property and the property rights herein identified be condemned, appropriated and taken for a public use by the County of Lackawanna for such purposes as it may now or hereafter declare in the public interest.

Section 2. Public Use and Necessity

2.1 The public convenience, use and necessity demand that the real property described in Appendix "A" hereto in Moosic Borough, Lackawanna County, Pennsylvania and Township of Pittston, Luzerne County, Pennsylvania be and the same are hereby condemned for the improvement of the Wilkes-Barre/Scranton International Airport. See Lackawanna County Instrument #201324896 & Luzerne County Instrument #201362684 attached hereto as Exhibit "B", generally.

2.2 In the condemnation of the described property for the improvement of the Wilkes-Barre/Scranton International Airport, and for general municipal purposes, the County of Lackawanna shall acquire a fee interest in real property described in Appendix "A".

Section 3. Property for Public Use - Just Compensation

3.1 All lands, rights, privileges and other property lying within the limits of the lots, blocks and tracts of land described in Appendix "A" or portions are hereby condemned, appropriated, taken and damaged for the purpose of improving the Wilkes-Barre/Scranton International Airport and other public use, and all lands, rights, privileges and other properties are to be taken, damaged and appropriated only after just compensation has been made, or paid into court, for the owners thereof in

a manner provided by law.

Section 4. Reservation

4.1 Nothing in this Ordinance limits the County of Lackawanna in its identification and acquisition of property and property rights necessary for these purposes. The County of Lackawanna reserves the right to acquire other of different properties for improvement of the Wilkes-Barre/Scranton International Airport.

Section 5. Prosecution

5.1 The County Solicitor, and any special assistant County attorneys, be and they are hereby authorized and directed to begin and prosecute the actions and proceedings in the manner provided by law to condemn, take, damage and appropriate the lands and other property necessary to carry out the provisions of this Ordinance. In conducting said condemnation proceedings, the Office of the County Solicitor and any special assistant County attorneys are hereby authorized to enter into stipulations for the purpose of minimizing damages.

Section 6. Effective Date

6.1 This Ordinance shall take effect ten (10) days following enactment.

ADOPTED at a regular meeting of the Board of Commissioners of Lackawanna County held on July 2, 2014.

COUNTY OF LACKAWANNA



JIM WANSACZ

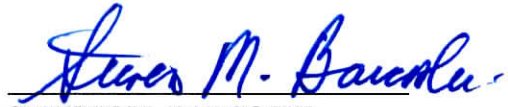


COREY D. O'BRIEN



PATRICK M. O'MALLEY

ATTEST:



STEVEN M. BARCOSKI
INTERIM CHIEF OF STAFF

Approved as to form and legality:



DONALD J. FREDERICKSON, ESQUIRE
COUNTY SOLICITOR

Appendix "A"

Acquisition

Lackawanna County Recorder of Deeds Instrument No.: #201324896

Luzerne County Recorder of Deeds Instrument No.: #201362684

Lackawanna County Tax Map Nos.: 18504-020-001 & 18503-030-005

Luzerne County Property Identification Nos.: 51-D13-001-001-000 & 51-D13-00A-09B-000

Owner(s): Paramount Land Group, L.P.

Site Address: Off/Near Springbrook Road, Moosic, Pennsylvania

LEGAL DESCRIPTION

The portion of the above-referenced real property condemned is situated in the County of Lackawanna, Moosic Borough, Commonwealth of Pennsylvania and Luzerne County, Township of Pittston, Commonwealth of Pennsylvania described as follows:

All that certain piece or parcel of land situate in the Borough of Moosic, County of Lackawanna and Commonwealth of Pennsylvania, and in the Township of Pittston, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point along the lands of now or formerly the Bi-County Board of Commissioners Luzerne and Lackawanna Counties (Wilkes-Barre Scranton International Airport) common with lands of now or formerly Paramount Land Group, L.P., said point being South 31 degrees 24 minutes 33 seconds West, 178.65 feet from a northerly corner of lands of the said Bi-County Board of Commissioners Luzerne and Lackawanna Counties being a common corner with lands of the Paramount Land Group, L.P., thence through the lands of the said Paramount Land Group, L.P. the following five courses:

- 1) THENCE South 11 degrees 50 minutes 07 seconds East 355.50 feet to a point;
- 2) THENCE South 30 degrees 24 minutes 38 seconds West 483.78 feet to a point;
- 3) THENCE South 46 degrees 12 minutes 13 seconds West 748.64 feet to a point;
- 4) THENCE South 31 degrees 22 minutes 23 seconds West 255.82 feet to a point;

5) THENCE North 58 degrees 37 minutes 37 seconds West 25.00 feet to a point along the said lands of the Bi-County Board of Commissioners Luzerne and Lackawanna Counties,

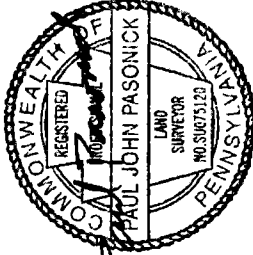
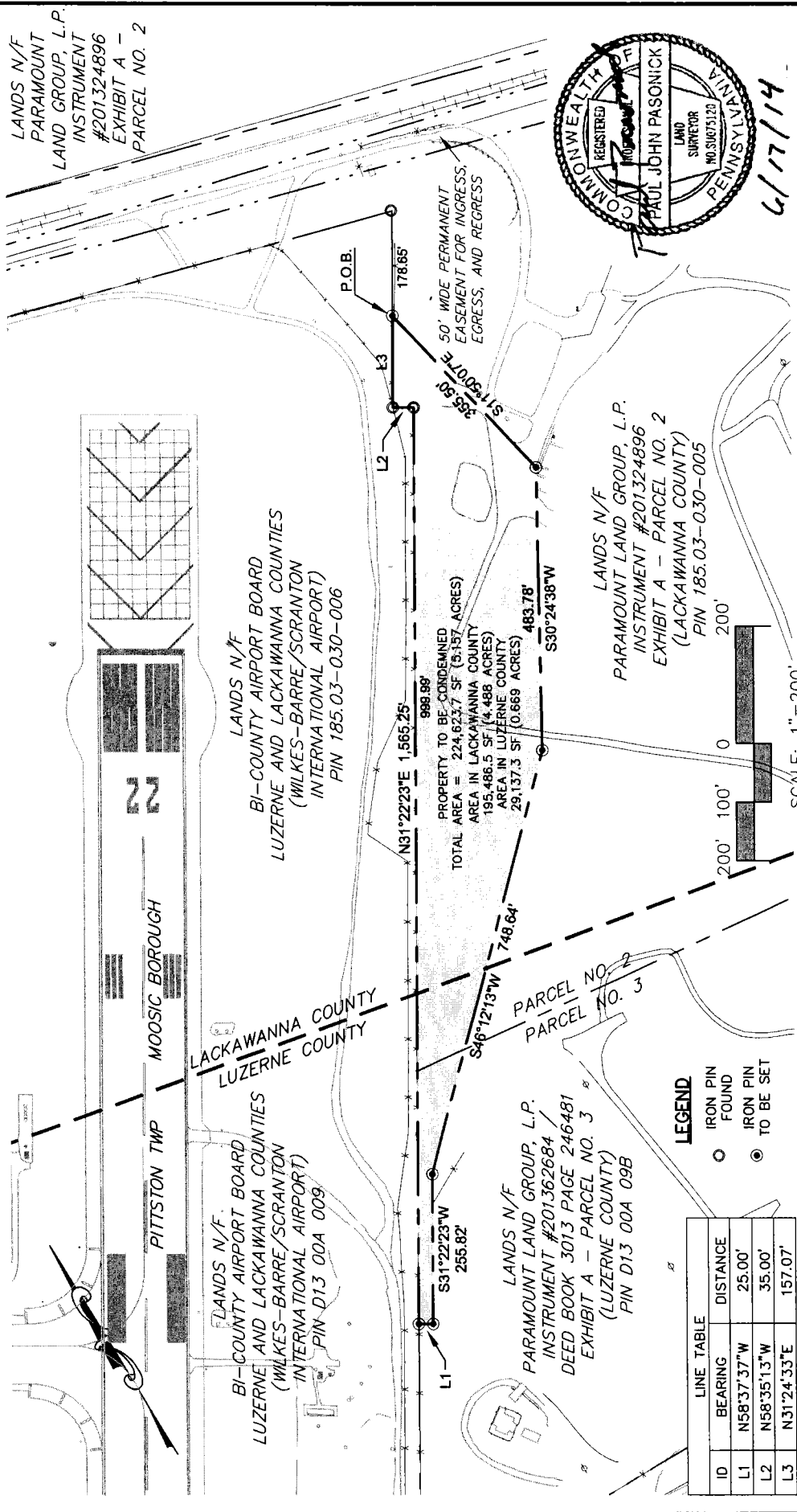
THENCE along the said lands of the Bi-County Board of Commissioners Luzerne and Lackawanna Counties the following three courses:

- 1) THENCE North 31 degrees 22 minutes 23 seconds East 1,565.25 feet to a point;
- 2) THENCE North 58 degrees 35 minutes 13 seconds West 35.00 feet to a point;
- 3) THENCE North 31 degrees 24 minutes 33 seconds East 157.07 feet to the point of beginning. CONTAINING 224,624.7 square feet (5.157 acres) of land more or less.

BEING a portion of Parcel Two & Parcel Three of Exhibit A conveyed by Deed dated November 25, 2013 and recorded in Lackawanna County as Instrument No. 201324896 and in Luzerne County as Instrument No. 201362684 also being Deed Book 3013 Page 246481.

SUBJECT to the same conditions, exceptions, and reservations and restrictions as are contained in prior deeds forming the chain of title herein.

THE above described is more particularly shown on the attached plat of Survey of Lands to be Condemned, as prepared by the office of PennEastern Engineers, LLC.



6/17/14

Date		6-13-14	Job No.	2013-173	Drawn By	S.J.C.	Sheet No.	1
Scale		1" = 200'	Survey Bk.	13-2038	Checked	P.J.P.		
SURVEY OF LANDS TO BE CONDEMNED								
PARAMOUNT LAND GROUP, L.P.								
MOOSIC BOROUGH - LACKAWANNA COUNTY - PENNSYLVANIA PITTSSTON TOWNSHIP - LUZERNE COUNTY - PENNSYLVANIA								
 PenneEastern Engineers, LLC 165 North Wilkes-Barre Boulevard Wilkes-Barre Pennsylvania 18702 Phone (570) 208-3130 FAX (570) 823-4727								

EXHIBIT "A"

AIRPORT
OPERATING
AGREEMENT
BETWEEN LUZ & LACKA.
EXH.A.

File
W-B/Scr with original
Operating Agreement

January 23, 1945 -

Excerpts from the minutes of the meeting of the Luzerne County Commissioners held on the above date. Present, Messrs. Robert Lloyd, Herman C. Kersteen and Stanley B. Janowski, Commissioners; Robert M. Miller, Controller; R. Lawrence Coughlin, Solicitor.

It was moved by Mr. Kersteen and seconded by Mr. Janowski, that the following resolution be adopted:

RESOLUTION CONSTITUTING
AGREEMENT WITH THE UNITED STATES
RELATIVE TO OPERATION AND MAINTENANCE
OF WILKES-BARRE--SCRANTON
AIRPORT

(Project No. S-904-36-6)

Whereas the Administrator of Civil Aeronautics of the United States Department of Commerce (hereinafter referred to as the "Administrator"), with the approval of a Board composed of the Secretary of War, the Secretary of the Navy and the Secretary of Commerce, has designated as necessary for national defense a project (hereinafter called the "Project") for development of the Wilkes-Barre--Scranton Airport (hereinafter called the "Airport"), which Project is identified as S-904-36-6; and

Whereas, as a condition precedent to release and operation of the Project, the Administrator requires that the County of Luzerne (in conjunction with the County of Lackawanna), in the Commonwealth of Pennsylvania, have certain property interests in the landing area of the Airport and the lands to be improved under the Project and enter into an agreement with the United States (herein called the "Government"), in the manner and form hereof; and

Whereas, the landing area of the Airport and the lands to be improved under the Project being situate in Luzerne and Lackawanna Counties, said counties have joined in said Project, acquired title to said lands, each within its own boundaries and proposed similar resolutions as hereinafter set forth; and

whereas the County of Luzerne is legally, financially and otherwise able to enter into such an agreement and desires to avail itself of the benefits of prosecution of the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE County Commissioners of the County of Luzerne:

Section 1. That for and in consideration of development of the Airport by the Government as contemplated by the Project, the County of Luzerne does hereby covenant and agree with the Government as follows, this agreement to become effective upon the adoption of a like resolution by the County Commissioners of Lackawanna County followed by the awarding of any construction contract for any portion of the Project or the inauguration of any portion of the Project under force account, and to continue in full force and effect during the useful life of the improvements made under the Project:

(a) The Government shall have the right to determine the exact nature of the improvements to be made under the Project, the manner in which the Project is to be conducted, the amount of federal funds to be expended, and all other matters relating to the Project. The County of Luzerne will cooperate with the Government to ensure prosecution of the Project without interference or hindrance and agrees to permit the agents and employees of the Government and all persons authorized by the Administrator to enter upon, use and occupy the property to be developed, as the Administrator may deem necessary or desirable in connection with the conduct of the Project.

(b) The County of Luzerne agrees to indemnify and save harmless the Government against and from any and all claims and damages which may arise from or in connection with the carrying out of the Project, excepting claims for injuries or death to persons resulting from wilful or negligent acts or omissions of Government or any of its officers, employees, agents or agencies, workmen's compensation claims and all other claims sounding in tort, and claims for materials furnished or work performed pursuant to authority given by officers, employees or agents of the Government.

(c) It is understood and agreed that all improvements made under the Project shall be the sole and absolute property of the Counties of Luzerne and Lackawanna, in equal shares except where specifically agreed otherwise, in writing, prior to the undertaking of the improvement or installation in question.

(d) The County of Luzerne agrees that, continuously during the term of this agreement, the Airport will be operated as such, and for no other purpose, and that unless utilized exclusively for military purposes, it will at all times be operated for the use and benefit of the public, on reasonable terms and without unjust discrimination, and without grant or exercise of any exclusive right for use of the Airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938.

(e) The County of Luzerne jointly with the County of Lackawanna, agrees that it will at all times during the term of this agreement maintain in good and servicable condition and repair the entire landing area of the Airport and all improvements, facilities, and equipment which have been or may be made, constructed, or installed with Federal aid, including all improvements made under the Project, other than facilities and equipment owned by the Government; Provided, that during any period

the said landing area or airport improvements, facilities, or equipment are leased by or licensed to the Government for military purposes, the County of Luzerne shall be obligated to bear only that proportion of the expense of maintenance of the landing area or airport improvements, facilities, or equipment so leased or licensed, which their non-military use bears to their total use. For the purpose of carrying into effect the provisions of this section and of other sections of this agreement, the County of Luzerne hereby agrees that it will, with the consent of the County of Lackawanna, enter into a written agreement with the County of Lackawanna for the joint operation and maintenance of said airport, said agreement to be in form hereto attached, made a part hereof and designated "Exhibit A".

(f) Insofar as is within its powers and reasonably possible, the County of Luzerne will prevent any use of land either within or outside the boundaries of the Airport, including the construction, erection, alteration, or growth, of any structure or other object thereon, which would be a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit its usefulness as an airport.

The County of Luzerne agrees to remove, lower, or mark and light all natural and artificial obstructions in the approaches to the runways as may be necessary to conform to CAA approach clearance standards and recommendations.

(g) In order to protect the rights and interests of the Government under this resolution, the County of Luzerne agrees that it will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. The County of Luzerne further agrees that it will not enter into any transaction which would

operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. The County of Luzerne further agrees that it will not execute any deed, lease, operation or management agreement, or other instrument affecting the airport or any portion or facility thereof or interest therein, even though the other party to the transaction is the Government acting through the War Department or Navy Department, unless thirty days' notice of its intention so to do has been given to the Administrator, or unless the Administrator has waived the right to such notice. A copy of the proposed instrument in question shall be attached to said notice, which shall state the date upon which the same is to be executed.

(h) The County of Luzerne agrees that, if requested to do so by the War Department or Navy Department, at any time during a national emergency declared by the President, it will lease the landing area of the Airport to the Government for military or naval use, at a nominal rental, for a term of one year, renewable annually at the option of the Government for such period as the Government may designate; Provided, that the lease shall contain an express stipulation that its term shall not exceed the duration of the national emergency and six months thereafter unless an extension thereof is approved by the Administrator. Such lease shall also contain a covenant on the part of the Government to permit, by instruments in writing, use of the leased premises by commercial, private, and other non-military aircraft to the extent possible without interfering with military operations, and to bear all of the expense of maintaining and keeping in good repair the leased premises and all improvements and facilities thereon, other than that proportion of the cost of such maintenance for which the County of Luzerne assumes responsibility under Section 1 (e) hereof. The County of Luzerne further

agrees that, during all times that the landing area of the Airport is not held by the Government under lease, the Government shall have the right to use such area in common with others, without charge, to the extent possible without requiring limitation of non-military operations.

(j) The County of Luzerne agrees to assume the financial responsibility (in equal shares with the County of Lackawanna) for taking care of such features of work of construction of said project in connection with past mining operations which cannot be reasonably classified as preparation of the site; provided that the cost thereof to each county will not exceed \$35,000 which the County understands is substantially above the estimated cost thereof.

Section 2. In order to satisfy the Government that the County of Luzerne is qualified to sponsor the Project under the Project eligibility requirements of the Civil Aeronautics Administration and to induce the Government to proceed with the Project in accordance with the offer made by the County of Luzerne in Section 1 hereof, the County of Luzerne does hereby represent and warrant to the Government as follows:

(a) That the County of Luzerne has title in fee simple to all the lands as fully described in exhibit hereto attached and made a part hereof and marked "Exhibit B", comprising so much of the area of the Airport and all lands to be improved under the Project which lie within the boundaries of said County of Luzerne, which lands are shown on the sketch attached hereto and that said lands are held free from any lien, lease, easement or other encumbrance, the said title being taken in conjunction with similar title taken by the County of Lackawanna as to so much of the Airport site as is located within the County of Luzerne;

the said title so far as the lands are located in Luzerne County being taken in pursuance of condemnation resolution duly adopted by the Commissioners of Luzerne County (a copy of which is hereto attached, being "Exhibit B" hereof) under provisions of the Acts of May 2, 1929, P. S. 1278 and July 11, 1941, P. L. 360, compensation for the same to be paid by said County of Luzerne under said resolution as and when the amount thereof shall be ascertained in accordance with the provisions of said acts.

(b) That the County of Luzerne has the power and authority to adopt this resolution through its County Commissioners, and to perform all of the covenants contained therein:

(c) That the County of Luzerne is financially and practically able to perform all of the covenants contained in this resolution;

(d) That there is no pending or threatened litigation or other legal proceeding, and no material and relevant fact, which might adversely affect the prosecution of the Project, the operation of the Airport, or the performance of any of the covenants contained in Section 1 hereof, which has not been brought to the attention of the administrator:

(e) That the County Commissioners of the County of Luzerne is the proper body to adopt this resolution and has complied with all requirements of law in so doing;

(f) That such of the above representations and warranties as involve questions of law are made upon the advice of the County Solicitor of the County of Luzerne, whose certificate as to such matters has previously been delivered to the County Commissioners and is annexed hereto and made a part hereof as "Exhibit C".

Section 3. That the County Solicitor and the acting Chief Clerk be and they are authorized and directed to furnish the

CERTIFICATE

of

CHIEF CLERK OF LUZERNE COUNTY

I, Stephen J. Tkach, the duly elected, qualified and acting Chief Clerk of the Luzerne County, do hereby certify that the foregoing RESOLUTION CONSTITUTING AGREEMENT WITH THE UNITED STATES RELATIVE TO OPERATION AND MAINTENANCE OF WILKES-BARRE--SCRANTON AIRPORT was legally adopted at a meeting of the Board of Commissioners of Luzerne County duly held on the 23rd day of January, 1945, and that said resolution has been compared by me with the original thereof on file in my office and is a true copy of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of Luzerne County, this day of January, 1945.

Stephen J. Tkach

Chief Clerk of Luzerne County Commissioners

January 23, 1945

Excerpts from the minutes of the meeting of the Luzerne County Commissioners held on the above date. Present, Messrs. Robert Lloyd, Herman C. Kersteen and Stanley B. Janowski, Commissioners; Robert M. Miller, Controller; R. Lawrence Coughlin, Solicitor.

It was moved by Mr. Kersteen and seconded by Mr. Janowski, that the Commissioners of Luzerne County hereby enter into the following agreement with Lackawanna County:

RESOLUTION PRESCRIBING THE FORM OF AGREEMENT
BETWEEN LUZERNE AND LACKAWANNA COUNTIES FOR
THE OPERATION AND MAINTENANCE OF THE
WILKES-BARRE--SCRANTON AIRPORT AT AVOCA

THIS AGREEMENT, Made this day of January 1945,
by and between LUZERNE COUNTY in the Commonwealth of Pennsylvania,
and LACKAWANNA COUNTY in the Commonwealth of Pennsylvania.
Witnesseth:

Whereas, Lackawanna and Luzerne Counties have joined in a project for the development of an airport at or near Avoca, Luzerne County, Pennsylvania, under project of the Administrator of Civil Aeronautics of the United States Department of Commerce, which project is identified as S-904-36-6 and,

Whereas, upon completion of the said airport it becomes the duty of the said Counties to jointly and continuously maintain and operate said airport for the use and benefit of the public and in accordance with the Civil Aeronautics Act of 1938,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Luzerne and Lackawanna Counties agree each with the other jointly operate and maintain the airport hereinbefore described paying in equal portion all costs therefor, including labor, materials, engineering and supervisory costs.

2. The said operation of said airport shall be for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938.

3. This agreement shall include under the terms of operation all obligations imposed by resolutions of each county constituting an agreement with the United States relative to operation and maintenance of the said airport.

4. The expense aforesaid shall be equally divided between the two counties aforesaid in accordance with rules and regulations to be agreed upon between said counties.

5. In the event Luzerne and Lackawanna Counties cannot agree upon any question, matter or problem involving the said airport the same shall be submitted to arbitration upon ten days written notice of such desire upon the part of either county.

In the event of written notice demanding arbitration of any dispute as aforesaid, said notice shall be referred to a Board of Arbitrators composed of three competent persons, at least one of whom shall be disinterested, to be chosen in the following manner;

One to be appointed by Luzerne County, one by Lackawanna County and the two persons thus chosen to select a third. In case either County shall neglect or fail for the space of seventy-two hours after written notice to appoint an arbitrator, then the other county shall appoint two and the two thus chosen

shall appoint a third. In case the two arbitrators are unable to agree within ten days after their appointment upon a third arbitrator, then the President Judges of the Courts of Common Pleas of Lackawanna and Luzerne County shall be requested by both, or either of the counties hereto, after five days written notice to the other to designate a disinterested person to act as such third arbitrator. The decision of the arbitrators, shall be final.

The parties hereto, in addition, intend to be legally bound hereby.

IN WITNESS WHEREOF Luzerne County and Lackawanna County have executed this agreement, by their respective Board of Commissioners, attested by their respective Chief Clerks with their respective seals hereunto affixed.

LUZERNE COUNTY

BY _____

ATTEST:

CHIEF CLERK

BOARD OF COMMISSIONERS.

LACKAWANNA COUNTY

BY _____

ATTEST

CHIEF CLERK

BOARD OF COMMISSIONERS.

RESOLUTION BETWEEN LUZERNE AND LACKAWANNA COUNTIES
FOR THE OPERATION AND MAINTENANCE OF THE
WILKES-BARRE---SCRANTON AIRPORT AT AVOCA

THIS AGREEMENT, made this *16th* day of April, 1968, by
and between LUZERNE COUNTY in the Commonwealth of Pennsylvania,
and LACKAWANNA COUNTY in the Commonwealth of Pennsylvania.

Witnesseth:

WHEREAS, Lackawanna and Luzerne Counties have
joined in a project for the development of an airport at or
near Avoca, Luzerne County, Pennsylvania, under project of
the Administrator of Civil Aeronautics of the United States
Department of Commerce, which project is identified as
S-904-26-6 and,

WHEREAS, Upon completion of the said airport it
becomes the duty of the said Counties to jointly and con-
tinuously maintain and operate said airport for the use and
benefit of the public and in accordance with the Civil
Aeronautics Act of 1938,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Luzerne and Lackawanna Counties agree each with the
other jointly operate and maintain the airport hereinbefore
described paying in equal portion all costs therefor, in-
cluding labor, materials, engineering and supervisory costs.
2. The said operation of said airport shall be for the
use and benefit of the public, on reasonable terms and with-
out unjust discrimination and without grant or exercise of
any exclusive right for use of the airport within the mean-
ing of Section 303 of the Civil Aeronautics Act of 1938.
3. This agreement shall include under the terms of
operation all obligations imposed by resolutions of each
County constituting an agreement with the United States
relative to operation and maintenance of the said airport.
4. The expense aforesaid shall be equally divided between
the two counties aforesaid in accordance with rules and
regulations to be agreed upon between said counties.
5. In the event Luzerne and Lackawanna Counties cannot
agree upon any question, matter or problem involving the said
airport the same shall be submitted to arbitration upon ten
days written notice of such desire upon the part of either
county.

In the event of written notice demanding arbitration of
any dispute as aforesaid, said notice shall be referred to a
Board of Arbitrators composed of three competent persons, at
least one of whom shall be disinterested, to be chosen in the
following manner;

One to be appointed by Luzerne County, one by Lackawanna County and the two persons thus chosen to select a third. In case either County shall neglect or fail for the space of seventy-two hours after written notice to appoint an arbitrator, then the other county shall appoint two and the two thus chosen shall appoint a third. In case the two arbitrators are unable to agree within ten days after their appointment upon a third arbitrator, then the President, Judges of the Courts of Common Pleas of Lackawanna and Luzerne County shall be requested by both, or either of the counties hereto, after five days written notice to the other to designate a disinterested person to act as such third arbitrator. The decision of the arbitrators, shall be final.

The parties hereto, in addition, intend to be legally bound hereby.

IN WITNESS WHEREOF Luzerne County and Lackawanna County have executed this agreement, by their respective Board of Commissioners, attested by their respective Chief Clerks with their respective seals hereunto affixed.

LUZERNE COUNTY

By *C. P. Hindman*
Mark P. Cross
Edith [unclear]
BOARD OF COMMISSIONERS

ATTEST:

Leah C. Morgan
CHIEF CLERK

LACKAWANNA COUNTY

By *Edith [unclear]*
E. F. [unclear]
Charles R. [unclear]
BOARD OF COMMISSIONERS

ATTEST:

[unclear]
CHIEF CLERK

EXHIBIT "B"



EVIE RAFALKO MCNULTY
 Lackawanna County Recorder of Deeds
 Gateway Center
 135 Jefferson Avenue
 Scranton, Pennsylvania 18503

This is a certification page
 This page is now part of this legal document - DO NOT DETACH



RECEIPT NO. : 221264

Clerk: EN
 Instr #: 201324896
 Rec Date: 12/04/2013 02:53:06 PM
 Doc Grp: D
 Descrip: DEED
 Num Pgs: 19
 Rec'd Frm: TERRANA JR ANGELO

Party1: GOEX INC
 Party2: PARAMOUNT LAND GROUP
 Town: MOOSIC BOROUGH

Consideration: 360000.00
 Taxable Amount: 198000.00
 Assessed Value: 133500.00

Recording:

Recording Fees - ROD	39.50
Parcel Certification	20.00
State Writ Tax	0.50
State JCS/Access to Justi	23.50
Affordable Housing	13.00
County Improvement Fee	2.00
ROD Improvement Fee	3.00

Sub Total: 101.50

Transfer Tax	
Normal	
STATE TRANSFER TAX	1980.00
MOOSIC BOROUGH	990.00
RIVERSIDE SCHOOL DISTRICT	990.00

Sub Total: 3960.00

Total: 4061.50

**** NOTICE: THIS IS NOT A BILL ****

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Lackawanna County, Pennsylvania.



Evelyn Rafalko McNulty

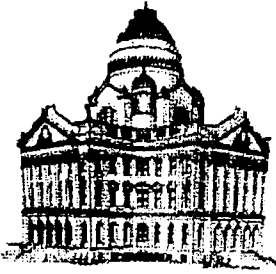
Evelyn Rafalko McNulty
 Recorder of Deeds

** Information may change during the verification process and may not be reflected on this page.

Record and Return To:

TERRANA JR ANGELO
 400 THIRD AVENUE
 SUITE 117
 KINGSTON PA 18704

**JOAN HOGGARTH
LUZERNE COUNTY CLERK OF RECORDS
DIVISION OF JUDICIAL SERVICES AND RECORDS**



Recorder of Deeds Division
Luzerne County Courthouse
200 N. River Street
Wilkes-Barre, PA 18711
(570) 825-1641

***RETURN DOCUMENT TO:**

TERRANA LAW, P.C.
400 THIRD AVENUE
SUITE 117
KINGSTON, PA 18704

Instrument Number - 201362684

Recorded On 12/4/2013 At 1:59:34 PM

* Instrument Type - DEED

Invoice Number - 745568 User ID: MJC

* Grantor - GOEX, INC.

* Grantee - PARAMOUNT LAND GROUP, L.P.

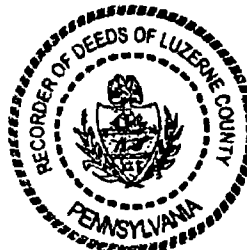
* Customer - TERRANA LAW, P.C.

***Total Pages - 17**

*** FEES**

PA WRIT TAX	\$0.50
PA REALTY TAX	\$1,620.00
JCS/ACCESS TO JUSTICE	\$23.50
LUZERNE COUNTY	\$37.00
RECORDING FEE	
LUZERNE COUNTY ARCHIVES	\$2.00
FEE	
LUZERNE RECORDER'S	\$3.00
ARCHIVES FEE	
LUZERNE COUNTY HOUSING	\$13.00
TRUST FUND	
PITTSTON REALTY TAX	\$810.00
PITTSTON TOWNSHIP TAX	\$810.00
TOTAL PAID	\$3,319.00

I hereby CERTIFY that this document is
Recorded in the Recorder of Deeds Office
of Luzerne County, Pennsylvania



Joan Hoggarth

Joan Hoggarth
Clerk of Records
Recorder of Deeds Division

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

INSTRUMENT NUMBER - 201362684

BOOK: 3013 PAGE: 246481

THIS DEED

MADE the 25th day of November in the year of our Lord, two thousand thirteen (2013).

BETWEEN GOEX, INC., now by Amendment, GHC, INC., having its principal place of business in the County of Johnson and State of Texas, hereinafter called GRANTOR

A N D

PARAMOUNT LAND GROUP, L.P., having its principal place of business in the Borough of Moosic, County of Lackawanna and State of Pennsylvania, hereinafter called GRANTEE.

WITNESSETH, that in consideration of **THREE HUNDRED SIXTY THOUSAND (\$360,000.00) DOLLARS**, in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the said Grantee, its Successors and Assigns,

ALL that certain real estate situated partly in the Township of Pittston, Luzerne County, and partly in the Borough of Moosic, Lackawanna County, State of Pennsylvania, more particularly described as follows:

PARCEL I:

Parcel No. 1, Parcel No. 2, Parcel No. 3, Parcel No. 4 and Parcel No. 5 as conveyed to E. I. Du Pont De Nemours and Company by E. I. Du Pont De Nemours & Company of Pennsylvania by Deed dated March 30, 1932, and recorded in the Office for the Recording of Deeds for Luzerne County, Pennsylvania in Deed Book 714, Page 587, and in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 388, page 355.

EXCEPTING THEREOUT AND THEREFROM the following:

(a) The surface or right of soil of a 0.333 acre parcel of land, the surface or right of soil of said 0.333 acre parcel of land having been conveyed by E. I. Du Pont De Nemours and Company to Pennsylvania Turnpike Commission as Parcel No. 1 in Deed dated April 2, 1964, and recorded in the Office for the Recording of Deeds for Luzerne County, Pennsylvania, in Deed Book 1543, Page 1107, and in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania, in Deed Book 611, Page 70.

REC Book 3013 Page 246482

(b) The surface or right of soil of a 0.16 acre portion of a 25.41 acre parcel of land, the surface or right of soil of said 25.41 acre parcel of land having been conveyed by E. I. Du Pont De Nemours and Company to the County of Lackawanna and the County of Luzerne, Pennsylvania, by Deed dated June 25, 1968, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania, in Deed Book 657, Page 76, as amended by Corrective Deed dated November 26, 1968, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania, in Deed Book 674, Page 352.

PARCEL II:

The surface or right of soil of First Parcel, Second Parcel, Third Parcel and Fourth Parcel as conveyed to E. I. Du Pont De Nemours and Company by The Hudson Coal Company by Deed dated December 30, 1931, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania, in Deed Book 388, Page 200.

EXCEPTING THEREOUT AND THEREFROM the surface or right of soil of a 25.25 acre portion of a 25.41 acre parcel of land, the surface or right of soil of said 25.41 acre parcel of land having been conveyed by E. I. Du Pont De Nemours and Company to the County of Lackawanna and the County of Luzerne, Pennsylvania, by Deed dated June 26, 1968, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania, in Deed Book 657, Page 76, as amended by Corrective Deed dated November 26, 1968, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 674, Page 352.

PARCEL III:

The surface or right of soil of First Parcel and Second Parcel as conveyed to E. I. Du Pont De Nemours and Company by The Hudson Coal Company by Deed dated August 13, 1946, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 468, Page 355.

EXCEPTING THEREOUT AND THEREFROM the surface or right of soil of a 3.002 acre parcel of land, the surface or right of soil of said 3.002 acre parcel of land having been conveyed by E. I. Du Pont De Nemours and Company to Benny DeFazio, Jr. by Deed dated April 2, 1973, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania, on April 10, 1973, in Deed Book 794, Page 843.

PARCEL IV:

That certain tract of land that was conveyed to E. I. Du Pont De Nemours and Company by the County of Luzerne and County of Lackawanna, Pennsylvania by Deed dated May 22, 1968, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 663, Page 301 and in the Office for the Recording of Deeds for Luzerne County, Pennsylvania in Deed Book 1647, Page 163.

PARCEL V:

The surface or right of soil of Parcel No. 1 and Parcel No. 2 as conveyed to E. I. Du Pont De Nemours and Company by the Susquehanna Connecting Railroad Company by Deed dated March 10, 1970, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 718, Page 428.

PARCEL VI:

That certain tract of land that was conveyed to E. I. Du Pont De Nemours and Company by Benny DeFazio, Jr. and Viola DeFazio, his wife, by Deed dated October 20, 1970, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 733, Page 798.

PARCEL VII:

All of Grantor's right, title and interest in that certain tract of land that was quitclaimed to E. I. Du Pont De Nemours and Company by Lackawanna & Wyoming Valley Railway Company by Deed dated March 30, 1971, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 742, Page 682.

The properties herein conveyed by reference to recorded deeds as above are subject to all exceptions, restrictions, covenants and reservations affecting said properties as contained in said deeds.

TOGETHER WITH all of Grantor's right, title and interest in and to the following:

(a) A perpetual easement for a relocated private 6" waterline and a spur track and easement for the maintenance of said spur track as excepted and reserved in Deed dated April 2, 1964, from E. I. Du Pont De Nemours and Company to Pennsylvania Turnpike Commission and recorded in the Office for the Recording of Deeds for Luzerne County, Pennsylvania in Deed Book 1543, Page 1107 and in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 611, Page 70.

(b) Easement for one underground water service pipeline as granted by the Borough of Moosic to E. I. Du Pont De Nemours and Company by document dated January 8, 1958, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 789, Page 582.

(c) Pipeline easement granted by Pennsylvania Turnpike Commission to E. I. Du Pont De Nemours and Company by document dated February 10, 1964, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 631, Page 161.

(d) Agreement dated July 20, 1897, between Spring Brook Water Supply Company and Moosic Powder Company recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 154, Page 114, as amended by Deed dated December 20, 1944, between E. I. Du Pont De Nemours and Company and Scranton-Spring Brook Water Service Company recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 452, Page 194.

(e) Roadway easement granted by Ogden-American Corporation to E. I. Du Pont De Nemours and Company by document dated April 11, 1968, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 656, Page 182, as amended by Agreement dated April 2, 1973, between Benny DeFazio, Jr. and Viola DeFazio, his wife, and E. I. Du Pont De Nemours and Company and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania on April 10, 1973, in Deed Book 794, Page 847.

This conveyance is made subject to the following:

1. Clear zone easement granted by E. I. Du Pont De Nemours and Company to the County of Luzerne and the County of Lackawanna, Pennsylvania, by document dated August 18, 1967, and recorded in the Office for the Recording of Deeds for Luzerne County, Pennsylvania in Deed Book 1778, Page 195.

2. Easement granted by E. I. Du Pont De Nemours and Company to The Scranton Electric Company by document dated August 10, 1954, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 523, Page 428.

3. Easement granted by E. I. Du Pont De Nemours and Company to Pennsylvania Power & Light Company by document dated May 19, 1969, and recorded in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 718, Page 481.

4. Perpetual easement for required slopes conveyed by E. I. Du Pont De Nemours and Company to Pennsylvania Turnpike Commission by Deed dated April 2, 1964, and recorded in the Office for the Recording of Deeds for Luzerne County, Pennsylvania in Deed Book 1543, Page 1107, and in the Office for the Recording of Deeds for Lackawanna County, Pennsylvania in Deed Book 611, Page 70.

5. Claim of ownership, if any, by the United States of America, of three (3) buildings situate on the herein conveyed real estate, namely, the Glaze Mill, Sifter House and Pack House.

6. All matters of record and any state of facts that is apparent or that an accurate survey or inspection of the premises would disclose.

SAVE AND EXCEPT THE FOLLOWING:

ALL that certain piece or parcel of land situate, lying and being in the Borough of Moosic, County of Lackawanna and State of Pennsylvania more particularly described as follows, to wit:

BEGINNING at a point on the southerly line of lands conveyed by Coal Brook Sales Co., Inc. to Benny DeFazio, Jr. by Deed dated February 22, 1973, and recorded in Lackawanna County Deed Book 794 at Page 836, said point being fifty (50) feet distant and opposite from centerline Station 259+05.56 of the former right-of-way of the Lackawanna and Wyoming Valley Railroad Company, known as the "Laurel Line", said point also being the northeasterly corner of lands conveyed by Gearhart-Owen Industries,

Inc. to Benny DeFazio, Jr. by Deed dated July 3, 1974, and recorded in Lackawanna County Deed Book 832 at Page 75; thence along the southerly line of lands conveyed by Coal Brook Sales Co., Inc. to Benny DeFazio, Jr. as aforesaid North seventy-nine degrees thirty-five minutes East (N. 79° 35' E.) three hundred thirty-one and thirty-five one-hundredths (331.35) feet, more or less, to a point on the westerly right-of-way line of the Erie and Wyoming Valley Railroad Company, now Erie-Lackawanna Railway Company and/or Conrail; thence along the westerly right-of-way line of the Erie and Wyoming Valley Railroad Company the following two (2) courses and distances:

(a) South fifty-eight degrees twenty minutes East (S. 58° 20' E.) seventy-six and eighteen one-hundredths (76.18) feet, more or less, to a point;

(b) South forty-five degrees fifty minutes East (S. 45° 50' E.) three hundred sixty-six and eighty-two one-hundredths (366.82) feet, more or less, to a point;

THENCE through lands now or formerly of Gearhart-Owen Industries, Inc., South seventy-nine degrees thirty-five minutes West (S. 79° 35' W.) one thousand and seventy-two and seven one-hundredths (1072.07) feet to a point, said point being twenty-five (25) feet at a right angle from the centerline of a bituminous private access road, twelve (12) feet in width, now or formerly belonging to Gearhart-Owen Industries, Inc.; thence on a line parallel to and twenty-five (25) feet distant from the centerline of said twelve (12) foot bituminous private access road, North fifty-six degrees thirteen minutes thirty seconds West (N. 56° 13' 30" W.) one hundred forty-three and forty-six one-hundredths (143.46) feet, more or less, to a point, said point being the southwesterly corner of lands conveyed by E. I. Du Pont de Nemours and Co. to Benny DeFazio, Jr. by Deed dated April 2, 1973, and recorded in Lackawanna County Deed Book 794 at Page 843; thence along the line of lands conveyed by E. I. De Pont De Nemours and Co. to Benny DeFazio, Jr. as aforesaid, North seventy-nine degrees thirty-five minutes East (N. 79° 35' E.) four hundred and twenty-two one-hundredths (400.22) feet, more or less, to a point, said point being the southwesterly corner of land conveyed by Gearhart-Owen Industries, Inc. to Benny DeFazio, Jr. as aforesaid; thence along the line of lands conveyed by Gearhart-Owen Industries, Inc. to Benny DeFazio, Jr. as aforesaid by the following two (2) courses and distances:

(a) North seventy-nine degrees thirty-five minutes East (N. 79° 35' E.) one hundred seventy-four and twenty-four one-hundredths (174.24) feet to a point;

(b) North ten degrees twenty-five minutes West (N. 10° 25' W.) two hundred fifty (250.00) feet, more or less, to the point or place of beginning.

CONTAINING 218,322.84 square feet, be the same more or less, or 5.013 acres, be the same more or less, as surveyed by Thomas A. Dunda, Registered Surveyor, and shown on Map entitled "Survey to Show Proximity of Proposed Conveyance -- Goex, Inc.. Borough of Moosic, Lackawanna County, Pennsylvania, dated 9-15-76, Drawing No. 76-302."

BEING a portion of the same premises conveyed by E. I. Du Pont De Nemours and Co. to Gearhart-Owen Industries, Inc., by Deed dated April 27, 1973, and recorded in Lackawanna County Deed Book 796 at Page 317.

PARCEL I:

ALL the surface or right of soil of all that certain tract of land situate, lying and being in the Borough of Moosic, County of Lackawanna and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the southerly line of the former right-of-way of the Lackawanna and Wyoming Valley Railroad Company, known as the "Laurel Line", said point being fifty (50) feet distant from Centerline Station 260+79.80, said point also being the northeasterly corner of lands conveyed by E. I. Du Pont De Nemours and Company to Benny DeFazio, Jr. by Deed dated April 2, 1973, and recorded in Lackawanna County Deed Book 794 at Page 843-846; thence along the southerly line of said right-of-way of the "Laurel Line", North seventy-nine degrees thirty-five minute East (N. 79° 35' E.) one hundred seventy-four and twenty-four hundredths (174.24) feet to a point; thence through lands now or formerly of Gearhart-Owen Industries, Inc., South ten degrees twenty-five minutes East (S. 10° 25' E.) two hundred fifty (250) feet to a point; thence continuing through lands now or formerly of Gearhart-Owen Industries, Inc., South seventy-nine degrees thirty-five minutes West (S. 79° 35' W.) one hundred seventy-four and twenty-four hundredths (174.24) feet to a point on the dividing line between lands now or formerly of Gearhart-Owen Industries, Inc. and lands now or formerly of Benny DeFazio, Jr.; thence along said dividing line, North ten degrees twenty-five minutes West (N. 10° 25' W.) two hundred fifty (250) feet to the point or place of beginning.

CONTAINING 43,560 square feet, or 1 acre of land, more or less, as surveyed by Thomas A. Dunda, Registered Surveyor on May 6, 1974.

BEING a portion of the same premises conveyed by E. I. Du Pont De Nemours and Company to Gearhart-Owen Industries, Inc., by Deed dated April 27, 1973, and recorded in Lackawanna County Deed Book 796 at Page 317.

SUBJECT to the same reservations, restrictions, conditions and exceptions as are contained in deeds forming the chain of title to the said described premises.

PARCEL II:

ALL that certain tract or parcel of land situate, lying and being in the Third Ward of the Borough of Moosic, County of Lackawanna, State of Pennsylvania, bounded and described as follows:

BEGINNING at the point of intersection of the northerly line of the right-of-way of the Erie Lackawanna R.R. with the easterly line of the right-of-way of the connecting branch of the New York, Susquehanna and Western RR, and running thence

(1) Along the easterly line of the right-of-way of the connecting branch of the New York, Susquehanna and Western RR North twenty-one degrees twenty-four minutes West (N. 21° 24' W.) twenty-three and seven-tenths (23.7) feet to a point in the southeasterly line of Powder Mill Road; thence

(2) Along said southeasterly line of Powder Mill Road, North thirty-two degrees thirty-six minutes East (N. 32° 36' E.) forty-eight (48) feet to a point; thence

(3) South twenty-one degrees twenty-four minute East (S. 21° 24' E.) fifty-four and three tenths (54.3) feet to a point in the northerly line of the right-of-way of the Erie Lackawanna RR; thence

(4) Along said northerly line of the right-of-way of the Erie Lackawanna RR on a curve to the left an arc distance of thirty-nine (39) feet to the point and place of beginning.

CONTAINING within said bounds 0.035 acres of land be the same more or less.

BEING the same premises conveyed by Benny DeFazio, Jr. and Viola DeFazio, his wife, to E. I. Du Pont De Nemours and Company by Deed dated October 20, 1970, and recorded in the Office of the Recorder of Deeds for Lackawanna County in Deed Book 733, Page 798.

ALSO BEING a portion of the same premises conveyed by E. I. Du Pont De Nemours and Company to Gearhart-Owen Industries, Inc., by Deed dated April 27, 1973, and recorded in Lackawanna County Deed Book 796 at Page 317.

BEING the same premises conveyed by PENGO Industries, Inc. to GOEX, Inc. by Deed dated May 7, 1990, and recorded in Lackawanna County Deed Book 1332, Page 642, and known as Tax Map Numbers 185.04-020-001 and 185.03-030-005; and recorded in Luzerne County Deed Book 2351, Page 94 and known as PIN 51-D13-001-001-000 and 51-D13-00A-09B-000.

By Certificate of Amendment filed with the Secretary of State for the State of Texas dated July 8, 1998, Goex, Inc, amended its name to GHC, Inc. A copy of said Certificate of Amendment is attached hereto.

***CONTINUED ON EXHIBIT "A" ATTACHED HERETO**

AND the said Grantor Will Warrant Specially the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be signed the day and year first above written.


Signed, Sealed and Delivered
in the Presence of

GOEX, INC.. now by Amendment,
GHC, INC.

Attest



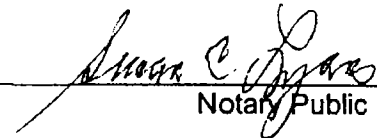
By:

 (SEAL)
Bruce Schnelwar, President

State of NEW YORK :
County of NEW YORK : SS.

On this, the 25 day of November, A.D. 2013, before me, a Notary Public, the undersigned Officer, personally appeared Bruce Schnelwar, who acknowledged himself to be the President of Goex, Inc., now by Amendment, GHC, Inc., a Corporation, and that he as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such Officer.

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



Notary Public

CERTIFIED PROPERTY IDENTIFICATION NUMBER
MUNICIPALITY Pittston Twp
PIN MAP D 13 BLOCK A LOT 9B41
TRANSFER DIVISION _____
DATE 12-04-2013 JLP
MAPPING CLERK

SUSAN C. LYONS
Notary Public, State of New York
No. 01LY-4947378
Qualified in New York County
Commission Expires Feb. 21, 2015

I HEREBY CERTIFY that the precise residence of the Grantee is

LACKAWANNA COUNTY
Certified Property Identification
MUNI: 25

DEC 4 - 2013
PIN: 18503 030 005
USE: 200 ASSESS VAL 2500
CLERK AN

LACKAWANNA COUNTY
Certified Property Identification
MUNI: 25

DEC 4 - 2013
PIN: 18507 020 001
USE: 200 ASSESS VAL 13/000
CLERK AN

946 Springbrook AVE

Attorney for MODIK Pa 18507



EXHIBIT "A"

The foregoing parcels of land in part are to be hereafter described more accurately as the following three (3) parcels pursuant to map entitled "Final Minor Subdivision Plan - Lands of Goex, Incorporated", prepared by Nicholas A. Piccini, P.L.S., dated November, 1996, revised November 22, 1996, and recorded in the Lackawanna County Recorder of Deeds Office in Map Book 6A, Page 2363.

PARCEL ONE:

ALL that certain piece or parcel of land situate in the Borough of Moosic, County of Lackawanna and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

COMMENCING at a railroad spike set in place being a common corner between lands now or formerly of Benny DeFazio, Jr. with the northeasterly northern corner of lands now or formerly of Goex, Inc., also being a northerly corner of Parcel No. 2 as shown on a map referred to herein;

THENCE along said DeFazio lands the following two (2) courses and distances:

1. South fifty-three degrees thirty-two minutes zero seconds East (S. 53° 32' 00" E.) five hundred seventy-two and twenty-three hundredths (572.23) feet to an iron pin set in place;
2. South forty-five degrees fifty-three minutes zero seconds East (S. 45° 53' 00" E.) three hundred sixty-seven and sixty-six hundredths (367.66) feet to an iron pin found in place along the northerly right-of-way line of Pocono Northeast Railroad, Inc.;

THENCE crossing said Pocono Northeast Railroad Company right-of-way, South twenty-two degrees fifty minutes zero seconds West (S. 22° 50' 00" W.) sixty-seven and seventy-five hundredths (67.75) feet to an iron pin set in place along the southerly right-of-way line of said Pocono Northeast Railroad, Inc. being the point of beginning;

THENCE along said southerly right-of-way line of Pocono Northeast Railroad, Inc., the following six (6) courses and distances:

1. North seventy-one degrees forty-four minutes zero seconds East (N. 71° 44' 00" E.) ninety-one and thirteen hundredths (91.13) feet to an iron pin set in place;
2. North sixty-nine degrees eleven minutes zero seconds East (N. 69° 11' 00" E.) five hundred seventy and sixteen hundredths (570.16) feet to an iron pin set in place;
3. Along a curve to the right having a radius of four hundred sixteen and sixty-eight hundredths (416.68) feet, an arc length of five hundred thirty-eight and sixty-five hundredths (538.65) feet, a tangent of seventy-four degrees four minutes three seconds (74° 04' 03") and a chord of South seventy-three degrees forty-seven minutes zero seconds East (S. 73° 47' 00" E.) five hundred one and ninety-two hundredths (501.92) feet to an iron pin set in place;

4. South thirty-six degrees forty-five minutes zero seconds East (S. 36° 45' 00" E.) one hundred twenty and forty-nine hundredths (120.49) feet to an iron pin set in place;

5. South thirty-three degrees thirty minutes zero seconds West (S. 33° 30' 00" W.) five and thirty-one hundredths (5.31) feet to an iron pin set in place;

6. South thirty-nine degrees forty-two minutes zero seconds East (S. 39° 42' 00" E.) seven hundred fifty-one and sixteen hundredths (751.16) feet to an iron pin set in place along lands now or formerly of the Pennsylvania Coal Co.;

THENCE along said Pennsylvania Coal Co. lands, South sixty-two degrees fifty minutes zero seconds West (S. 62° 50' 00" W.) three hundred and no hundredths (300.00) feet to a point along the northeasterly right-of-way line of the Delaware Ostego System (formerly the Susquehanna Connecting Railroad);

THENCE along said northeasterly right-of-way line of the Delaware Ostego System (formerly the Susquehanna Connecting Railroad), North sixty-two degrees twenty-minutes fifty-four seconds West (N. 62° 20' 54" W.) one thousand five hundred sixty-one and ninety hundredths (1561.90) feet to the point and place of beginning.

The above described parcel contains seven hundred thirteen thousand one hundred thirty-seven (713,137) square feet, or sixteen and thirty-seven hundredths (16.37) acres of land, more or less, being all of Parcel No. 1 as shown on a map entitled "Final Minor Subdivision Plan - Lands of Goex, Incorporated", prepared by Nicholas A. Piccini, P.L.S., dated November, 1996, revised November 22, 1996, and recorded in the Lackawanna County Recorder of Deeds Office in Map Book 6A, Page 2363.

SUBJECT to and together with a fifty (50) foot wide permanent easement for ingress, egress, regress and utilities to Parcel No. 1, Parcel No. 2 and Parcel No. 3 as shown on said map.

PARCEL TWO:

ALL that certain piece or parcel of land situate in the Borough of Moosic, County of Lackawanna and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a railroad spike set in place being a common corner between lands now or formerly of Benny DeFazio, Jr. with the northeasterly northern corner of lands now or formerly of Goex, Inc., also being a northerly corner of the lands herein described as Parcel No. 2 as shown on a map referred to herein;

THENCE along said DeFazio lands the following two (2) courses and distances:

1. South fifty-three degrees thirty-two minutes zero seconds East (S. 53° 32' 00" E.) five hundred seventy-two and twenty-three hundredths (572.23) feet to an iron pin set in place;

2. South forty-five degrees fifty-three minutes zero seconds East (S. 45° 53' 00" E.) three hundred sixty-seven and sixty-six hundredths (367.66) feet to an iron pin found in place along the northerly right-of-way line of Pocono Northeast Railroad, Inc.;

THENCE crossing said Pocono Northeast Railroad Company right-of-way, South twenty-two degrees fifty minutes zero seconds West (S. 22° 50' 00" W.) sixty-seven and seventy-five hundredths (67.75) feet to an iron pin set in place along the southerly right-of-way line of said Pocono Northeast Railroad, Inc. and the northeasterly right-of-way line of the Delaware Ostego System (formerly the Susquehanna Connecting Railroad);

THENCE along said Delaware Ostego System northeasterly right-of-way line, South sixty-two degrees twenty minutes fifty-four seconds East (S. 62° 20' 54" E.) one thousand five hundred sixty-one and ninety hundredths (1561.90) feet to a point;

THENCE crossing said Delaware Ostego System right-of-way, South sixty-two degrees fifty minutes zero seconds West (S. 62° 50' 00" W.) seventy-seven and thirty-seven hundredths (77.37) feet to a concrete monument found in place along the southwesterly right-of-way;

THENCE along said Delaware Ostego System southwesterly right-of-way line, the following two (2) courses and distances:

1. South sixty-two degrees twenty minutes zero seconds East (S. 62° 20' 00" E.) eighty and ninety-two hundredths (80.92) feet to an iron pin set in place;
2. Along a curve to the right having a radius of six hundred eighty-six and seventy-eight hundredths (686.78) feet, an arc length of four hundred forty-seven and thirty-six hundredths (447.36) feet, a delta of thirty-seven degrees nineteen minutes seventeen seconds (37° 19' 17") and a chord of South forty-three degrees forty-two minutes zero seconds East (S. 43° 42' 00" E.) four hundred thirty-nine and forty-nine hundredths (439.49) feet to an iron pin set in place;

THENCE through lands now or formerly of Goex, Inc., South forty-three degrees zero minutes zero seconds West (S. 43° 00' 00" W.) one thousand three hundred nineteen and forty-five hundredths (1319.45) feet to a point along the approximate Moosic Borough, Lackawanna County and Pittston Township, Luzerne County line;

THENCE along said approximate Lackawanna and Luzerne County line, North seventy-one degrees forty minutes ten seconds West (N. 71° 40' 10" W.) nine hundred four and fourteen hundredths (904.14) feet to a point along lands now or formerly of the Counties of Luzerne and Lackawanna (Wilkes-Barre/Scranton Airport);

THENCE along said Counties of Luzerne and Lackawanna lands, the following eight (8) courses and distances:

1. North forty-three degrees zero minutes zero seconds East (N. 43° 00' 00" E.) one thousand one hundred thirty-three and twenty-eight hundredths (1133.28) feet to an iron pin set in place;
2. North forty-seven degrees zero minutes zero seconds West (N. 47° 00' 00" W.) thirty-five and no hundredths (35.00) feet to an iron pin set in place;
3. North forty-three degrees zero minutes zero seconds East (N. 43° 00' 00" E.) three hundred thirty-five and sixty-four hundredths (335.64) feet to an iron pin found in place;

4. North sixty-two degrees twenty minutes zero seconds West (N. 62° 20' 00" W.) one thousand two hundred thirty-one and thirty-nine hundredths (1231.39) feet to an iron pin found in place;

5. South forty-three degrees zero minutes zero seconds West (S. 43° 00' 00" W.) seven hundred fifty-seven and thirty-two hundredths (757.32) feet to a drill hole set in place;

6. North fifty-two degrees thirty-five minutes thirty-six seconds West (N. 52° 35' 36" W.) one thousand seven and sixty-three hundredths (1007.63) feet to a cross cut in a stone found in place, erroneously shown as North fifty-two degrees thirty-seven minutes zero seconds West (N. 52° 37' 00" W.) one thousand eight and seventy-seven hundredths (1008.77) feet on the map referred to herein;

7. North forty-seven degrees twenty-six minutes zero seconds East (N. 47° 26' 00" E.) eight hundred twenty and thirty-four hundredths (820.34) feet to an iron pin set in place;

8. North forty-eight degrees twenty-one minutes zero seconds West (N. 48° 21' 00" W.) one hundred forty-two and seventy-two hundredths (142.72) feet to an iron pin set in place along the southerly line of lands now or formerly of Benny DeFazio, Jr.;

THENCE along said DeFazio lands, the following two (2) courses and distances:

1. North seventy-five degrees forty-four minutes zero seconds East (N. 75° 44' 00" E.) two hundred fifty-five and sixty-nine hundredths (255.69) feet to an iron pin set in place;

2. North seventy-six degrees twenty minutes zero seconds East (N. 76° 20' 00" E.) fifty-seven and ninety hundredths (57.90) feet to the point and place of beginning.

The above described parcel contains two million five hundred seventy-three thousand six hundred eighty-seven (2,573,687) square feet or fifty-nine and eight hundredths (59.08) acres of land, more or less, being all of Parcel No. 2 as shown on a map entitled "Final Minor Subdivision Plan - Lands of Goex, Incorporated", prepared by Nicholas A. Piccini, P.L.S., dated November, 1996, revised November 22, 1996, and recorded in the Lackawanna County Recorder of Deeds Office in Map Book 6A, Page 2363.

SUBJECT to and together with a fifty (50) foot wide permanent easement for ingress, egress, regress and utilities to Parcel No. 1, Parcel No. 2 and Parcel No. 3 as shown on said map.

EXCEPTING and reserving all railroad rights-of-way crossing said Parcel No. 2 as shown on said map.

PARCEL THREE:

ALL that certain piece or parcel of land situate in the Borough of Moosic, County of Lackawanna and Commonwealth of Pennsylvania, and in the Township of Pittston, County of Luzerne and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

COMMENCING at a railroad spike set in place being a common corner between lands now or formerly of Benny DeFazio, Jr. with the northeasterly northern corner of lands now or formerly of Goex, Inc., also being a northerly corner of Parcel No. 2 as shown on a map referred to herein;

THENCE along said DeFazio lands the following two (2) courses and distances:

1. South fifty-three degrees thirty-two minutes zero seconds East (S. $53^{\circ} 32' 00''$ E.) five hundred seventy-two and twenty-three hundredths (572.23) feet to an iron pin set in place;
2. South forty-five degrees fifty-three minutes zero seconds East (S. $45^{\circ} 53' 00''$ E.) three hundred sixty-seven and sixty-six hundredths (367.66) feet to an iron pin found in place along the northerly right-of-way line of Pocono Northeast Railroad, Inc.;

THENCE crossing said Pocono Northeast Railroad Company right-of-way, South twenty-two degrees fifty minutes zero seconds West (S. $22^{\circ} 50' 00''$ W.) sixty-seven and seventy-five hundredths (67.75) feet to an iron pin set in place along the southerly right-of-way line of said Pocono Northeast Railroad, Inc. and the northeasterly right-of-way line of the Delaware Ostego System (formerly the Susquehanna Connecting Railroad);

THENCE along said Delaware Ostego System northeasterly right-of-way line, South sixty-two degrees twenty minutes fifty-four seconds East (S. $62^{\circ} 20' 54''$ E.) one thousand five hundred sixty-one and ninety hundredths (1561.90) feet to a point;

THENCE crossing said Delaware Ostego System right-of-way, South sixty-two degrees fifty minutes zero seconds West (S. $62^{\circ} 50' 00''$ W.) seventy-seven and thirty-seven hundredths (77.37) feet to a concrete monument found in place along the southwesterly right-of-way;

THENCE along said Delaware Ostego System southwesterly right-of-way line, the following two (2) courses and distances:

1. South sixty-two degrees twenty minutes zero seconds East (S. $62^{\circ} 20' 00''$ E.) eighty and ninety-two hundredths (80.92) feet to an iron pin set in place;
2. Along a curve to the right having a radius of six hundred eighty-six and seventy-eight hundredths (686.78) feet, an arc length of four hundred forty-seven and thirty-six hundredths (447.36) feet, a delta of thirty-seven degrees nineteen minutes seventeen seconds ($37^{\circ} 19' 17''$) and a chord of South forty-three degrees forty-two minutes zero seconds East (S. $43^{\circ} 42' 00''$ E.) four hundred thirty-nine and forty-nine hundredths (439.49) feet to an iron pin set in place;

THENCE along said Delaware Ostego System southwesterly right-of-way line, the following ten (10) courses and distances:

1. South twenty-five degrees two minutes zero seconds East (S. $25^{\circ} 02' 00''$ E.) one thousand one hundred eight and sixty-five hundredths (1108.65) feet to an iron pin set in place;

2. Along a curve to the right having a radius of one thousand one hundred sixteen and twenty-eight hundredths (1116.28) feet, an arc length of one thousand sixteen and thirty-five hundredths (1016.35) feet, a delta of fifty-two degrees ten minutes one second ($52^{\circ} 10' 01''$) and a chord of South one degree three minutes zero seconds West (S. $01^{\circ} 03' 00''$ W.) nine hundred eighty-one and sixty-one hundredths (981.61) feet to an iron pin set in place, being the point of beginning;

3. South twenty-seven degrees eight minutes zero seconds West (S. $27^{\circ} 08' 00''$ W.) five hundred thirty-six and thirty-nine hundredths (536.39) feet to an iron pin set in place;

4. North sixty-two degrees fifty-two minute zero seconds West (N. $62^{\circ} 52' 00''$ W.) twenty (20.00) feet to an iron pin set in place;

5. South twenty-seven degrees eight minutes zero seconds West (S. $27^{\circ} 08' 00''$ W.) three hundred ninety-eight and seven hundredths (398.07) feet to an iron pin set in place;

6. South sixty-two degrees fifty-two minutes zero seconds East (S. $62^{\circ} 52' 00''$ E.) twenty and no hundredths (20.00) feet to an iron pin set in place;

7. South twenty-seven degrees eight minutes zero seconds West (S. $27^{\circ} 08' 00''$ W.) one hundred sixty-nine and seventeen hundredths (169.17) feet to an iron pin set in place;

8. Along a curve to the right having a radius of five hundred forty-three and sixty-nine hundredths (543.69) feet, an arc length of four hundred forty-nine and seventy-eight hundredths (449.78) feet, a delta of forty-seven degrees twenty-three minutes fifty-six seconds ($47^{\circ} 23' 56''$), and a chord of South fifty degrees fifty minutes zero seconds West (S. $50^{\circ} 50' 00''$ W.) four hundred thirty-seven and six hundredths (437.06) feet to an iron pin set in place;

9. South seventy-four degrees thirty-two minutes zero seconds West (S. $74^{\circ} 32' 00''$ W.) two hundred four and sixty hundredths (204.60) feet to an iron pin set in place;

10. Along a curve to the left having a radius of six hundred three and sixty-nine hundredths (603.69) feet, an arc length of two hundred forty-three and seventy-nine hundredths (243.79) feet, a delta of twenty-three degrees eight minutes eighteen seconds ($23^{\circ} 08' 18''$), and a chord of South sixty-two degrees fifty-eight minutes zero seconds West (S. $62^{\circ} 58' 00''$ W.) two hundred forty-two and fourteen hundredths (242.14) feet to an iron pin set in place along the northerly line of lands now or formerly of the Pennsylvania Turnpike Commission;

THENCE along said lands of the Pennsylvania Turnpike Commission, the following two (2) courses and distances:

1. South seventy-six degrees forty minutes zero seconds West (S. $76^{\circ} 40' 00''$ W.) fifty and forty-five hundredths (50.45) feet to an iron pin set in place;

2. North seventy-five degrees thirty-five minutes zero seconds West (N. 75° 35' 00" W.) one hundred eighteen and forty-five hundredths (118.45) feet to an iron pin set in place being the southeasterly corner of lands now or formerly of the Counties of Luzerne and Lackawanna (Wilkes-Barre/Scranton Airport);

THENCE along said lands of the Counties of Luzerne and Lackawanna (Wilkes-Barre/Scranton Airport), the following five (5) courses and distances:

1. North one degree twenty-five minutes zero seconds East (N. 01° 25' 00" E.) one thousand five hundred thirty-two and ninety-seven hundredths (1532.97) feet to an iron pin set in place;

2. North fifty-two degrees twenty-seven minutes zero seconds West (N. 52° 27' 00" W.) five hundred fourteen and seventy-seven hundredths (514.77) feet to a concrete fence post found in place;

3. South thirty-seven degrees forty-two minutes zero seconds West (S. 37° 42' 00" W.) thirty-two and eleven hundredths (32.11) feet to an iron pin found in place;

4. North seventy-eight degrees zero minutes zero seconds West (N. 78° 00' 00" W.) one thousand forty-nine and forty-four hundredths (1049.44) feet to an iron pin set in place;

5. North forty-three degrees zero minutes zero seconds East (N. 43° 00' 00" E.) nine hundred seventeen and eight-five hundredths (917.85) feet to a point;

THENCE through the lands now or formerly of Goex, Inc., the following two (2) courses and distances:

1. South seventy-one degrees forty minutes ten seconds East (S. 71° 40' 10" E.) nine hundred four and fourteen hundredths (904.14) feet to a point;

2. North forty-three degrees zero minutes zero seconds East (N. 43° 00' 00" E.) one thousand three hundred nineteen and forty-five hundredths (1319.45) feet to the point and place of beginning.

The above described parcel contains four million four hundred forty-four thousand seven hundred thirteen (4,444,713) square feet or one hundred two and three hundredths (102.03) acres of land, more or less, and being all of Parcel No. 3 as shown on a map entitled "Final Minor Subdivision Plan - Lands of Goex, Incorporated", prepared by Nicholas A. Piccini, P.L.S., dated November, 1996, revised November 22, 1996, and recorded in the Lackawanna County Recorder of Deeds Office in Map Book 6A, Page 2363.

TOGETHER with a fifty (50) foot wide permanent easement for ingress, egress, regress and utilities to Parcel No. 1, Parcel No. 2 and Parcel No. 3 as shown on said map.

SUBJECT to a Clear Zone Easement granted to the Counties of Luzerne and Lackawanna (Wilkes-Barre/Scranton Airport) shown on said map and also described in Deed recorded in Deed Book 1778, Page 195 in the Luzerne County Recorder of Deeds Office.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid \$76,200.00
Book Number 3013
Page Number 246481
Date Recorded 12/4/13

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name Terrance Lau PC Telephone Number: _____
Street Address 400 Third Ave 117 City Kingston State PA Zip Code 19702

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Goex, Inc ETAL Grantee(s)/Lessee(s) Paramount Land Group
Street Address 885 Third Ave 34th Fl Street Address 946 Springbrook Ave
City New York State NY Zip Code 10022 City Moosic State PA Zip Code 18507

C. PROPERTY LOCATION

Street Address Airport Rd City, Township, Borough Pittston Twp
County Lucerne School District Pittston Area Tax Parcel Number D13-A-9B-1

D. VALUATION DATA

1. Actual Cash Consideration <u>360,000</u>	2. Other Consideration <u>0</u>	3. Total Consideration <u>= 360,000</u>
4. County Assessed Value <u>62,200</u>	5. Common Level Ratio Factor <u>X 91</u>	6. Fair Market Value <u>= 56,602.00</u>

E. EXEMPTION DATA

1a. Amount of Exemption Claimed 55.00% 1b. Percentage of Interest Conveyed 100 Paying on: 162,000

2. Check Appropriate Box Below for Exemption Claimed

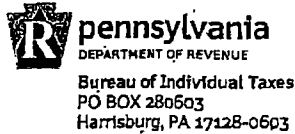
- Will or intestate succession (Name of Decedent _____ (Estate File Number) _____)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw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

Only 45% of this property is in Lucerne County therefore 55% exempt from PA Realty Transfer Tax

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party _____ Date 12/6/13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Paid	1980.00
Book Number	
Page Number	Sheet # 201324896
Date Recorded	12-04-13

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

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

Name	Tertiana Law PC			Telephone Number:	570-283-9500
Mailing Address	400 Third Ave Ste 117	City	Kingston	State	PA
				ZIP Code	18704

B. TRANSFER DATA

Grantor(s)/Lessor(s)	Goek Inc ETAL
Mailing Address	885 Third Ave 34th Fl
City	New York
State	NY
ZIP Code	10022

C. Date of Acceptance of Document

Date of Acceptance of Document	Nov 25, 2013
Grantee(s)/Lessee(s)	Paramount Law Group
Mailing Address	946 Springbrook Ave
City	Moosic
State	PA
ZIP Code	18907

D. REAL ESTATE LOCATION

Street Address	Old Grant Road / Sherwood C Pine Saw	City, Township, Borough	Moosic Borough
County	Lackawanna	School District	Riverside
		Tax Parcel Number	18503 030 005 / 18504-000-00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	360,000	2. Other Consideration	+	0	3. Total Consideration	=	360,000
4. County Assessed Value	133,500	5. Common Level Ratio Factor	x	5.00	6. Fair Market Value	=	667,500

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	45.00%	1b. Percentage of Grantor's Interest in Real Estate	100	1c. Percentage of Grantor's Interest Conveyed	100
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Check Appropriate Box Below for Exemption Claimed.

Pay on: 198,000

- Will or Intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 55% of the property is local in Lackawanna City, therefore, 45% exempt from PA Realty Transfer Tax

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
	12/4/13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.