

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder

Kathleen A. Sopic - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

ACKER & LARSEN PC

Instrument Number - 202100340

Recorded On 1/14/2021 At 11:53:54 AM

*** Instrument Type - RIGHT OF WAY**

*** Total Pages - 9**

Invoice Number - 366296

*** Grantor - CHAGRIN LAND LIMITED PARTNERSHIP**

*** Grantee - MCCracken, JOSEPH A**

*** Customer - ACKER & LARSEN PC**

*** FEES**

STATE WRIT TAX \$0.50

JCS/ACCESS TO JUSTICE \$40.25

RECORDING FEES - \$19.00

RECORDER

RECORDER IMPROVEMENT \$3.00

FUND

COUNTY IMPROVEMENT FUND \$2.00

TOTAL PAID \$64.75

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



Maurene E. Inlow

**Maurene E. Inlow
Recorder of Deeds**

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.

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT is made this 15th day of October, 2020, by and between **Chagrin Land Limited Partnership**, an Ohio limited partnership, with offices at 30799 Pinetree Road #434, Pepper Pike, OH 44124 (hereinafter "Grantor") and **Joseph A. McCracken**, of 8922 Sweetwater Drive, Dallas, TX 75228, and **Christopher M. McCracken, Sr.**, of 103 Peters Road, Curwensville, PA 16833 (hereinafter "Grantees").

W I T N E S S E T H:

WHEREAS, Grantor owns that property located in the Township of Pike, Clearfield County, PA, as described in Parcel 17 of that deed dated December 21, 1988 and recorded the same date in Record Book 1260, at page 280, et seq., land records of Clearfield County;

WHEREAS, Grantees own that property located in the Township of Pike, Clearfield County, PA, identified as Clearfield County tax parcel 1260-H08-000-00005, and as described in Instrument No. 202005140, land records of Clearfield County, PA; and

WHEREAS, Grantees wish to gain access to the Moshannon State Forest from their aforesaid property;

WHEREAS, Grantees would like to utilize that right-of-way as depicted on that map attached hereto as Exhibit "A" over Grantor's property as a permanent means of ingress, egress and regress to and from Grantees' property to and from the Moshannon State Forest property; and

WHEREAS, the parties seek to accommodate each other by entering into this right-of-way agreement.

NOW THEREFORE, in consideration of the true and actual sum of ONE DOLLAR (\$1.00), in hand paid, by Grantees to Grantor, the receipt of which is hereby acknowledged, under

seal and with the intent to be legally bound, the parties hereby covenant, stipulate and agree as follows:

1. Grantor grants to Grantees, their heirs, successors and assigns, a permanent right-of-way, being twenty-five (25) feet in width and approximately four hundred (400) feet in length, over Grantor's property in Pike Township, Clearfield County, Pennsylvania, as described in Parcel 17 of that deed dated December 21, 1988 and recorded the same date in Record Book 1260, at page 280, et seq., the location of which is in the northwest corner of Grantor's property as depicted on that map attached hereto as Exhibit "A" and incorporated herein by reference thereto, with said right-of-way being for purposes of ingress, egress and regress to Moshannon State Forest property in Pike Township, Clearfield County, Pennsylvania, known as tax parcel 1260-H08-000-00003.

2. Grantees shall use said right-of-way as a means of access to the Moshannon State Forest. This right-of-way will not extend to any other property, be utilized by any other party other than the Grantees, their heirs and/or successors, or be assignable to any party other than the owner of that property described in Instrument No. 202005140, land records of Clearfield County.

3. Grantees may construct a roadway; however, Grantees may not cut any trees without prior written consent of Grantor. Grantees shall be responsible for the maintenance of the roadway. Grantees shall be responsible for the repair of all damages caused by their use of the right-of-way, within a reasonable time period.

4. Grantees shall indemnify Grantor from all damages to persons or property directly resulting from the use of the right-of-way by Grantees.

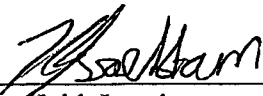
5. This Agreement shall be binding upon the parties hereto, together with their heirs, successors and assigns.

IN WITNESS WHEREOF, and with the intent to be legally bound, the parties set their hands and seals the day and year first above written.

GRANTOR:

GRANTEES:

Chagrin Land Limited Partnership
By: Tall Oak Associates, Inc., its
General Partner

By: 
Name: Keith Israelstam
Title: Chief Financial Officer

By: _____
Joseph A. McCracken

By: _____
Christopher M. McCracken, Sr.

_____ OF _____)
COUNTY OF _____)

This record was acknowledged before me on _____, 2020 by
Joseph A. McCracken.

Notary Public
My Commission Expires:

Printed Name

IN WITNESS WHEREOF, and with the intent to be legally bound, the parties set their hands and seals the day and year first above written.

GRANTOR:

Chagrin Land Limited Partnership
By: Tall Oak Associates, Inc., its
General Partner

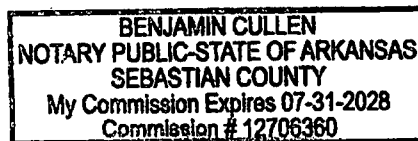
By: _____
Name: Keith Israelstam
Title: Chief Financial Officer

GRANTEES:

By: [Signature]
Joseph A. McCracken
By: [Signature]
Christopher M. McCracken, Sr.

State OF Arkansas)
COUNTY OF Sebastian)

This record was acknowledged before me on October 20th, 2020 by
Joseph A. McCracken.



[Signature]
Notary Public
My Commission Expires: 07/31/2028
Benjamin Cullen
Printed Name

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____)

This record was acknowledged before me on _____, 2020 by
Christopher M. McCracken, Sr..

Notary Public
My Commission Expires:

Printed Name

STATE OF OHIO)

COUNTY OF Cuyahoga)

This record was acknowledged before me on October 15, 2020, by
Keith Israelstam as Chief Financial Officer of Tall Oak Associates, Inc., which corporation is the
General Partner of Chagrin Land Limited Partnership, who represents that he is authorized to act
on behalf of the corporation and on behalf of Chagrin Land Limited Partnership.



Brenda J. Stenger
Notary Public
My Commission Expires: 11-23-2024
Brenda J. Stenger
Printed Name

CERTIFICATE OF RESIDENCE

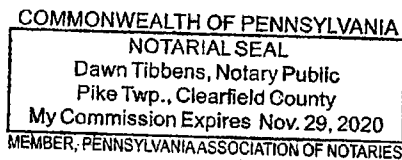
I hereby certify that the precise residence of the Grantees is 103 Peters Road,
Carpentersville, PA 16833

[Signature]
Attorney or Agent for Grantees

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Clearfield)

This record was acknowledged before me on November 3, 2020 by
Christopher M. McCracken, Sr.



Dawn Tibbens
Notary Public
My Commission Expires: Nov 29, 2020

Dawn Tibbens
Printed Name

STATE OF OHIO)

COUNTY OF _____)

This record was acknowledged before me on _____, 2020, by
Keith Israelstam as Chief Financial Officer of Tall Oak Associates, Inc., which corporation is the
General Partner of Chagrin Land Limited Partnership, who represents that he is authorized to act
on behalf of the corporation and on behalf of Chagrin Land Limited Partnership.

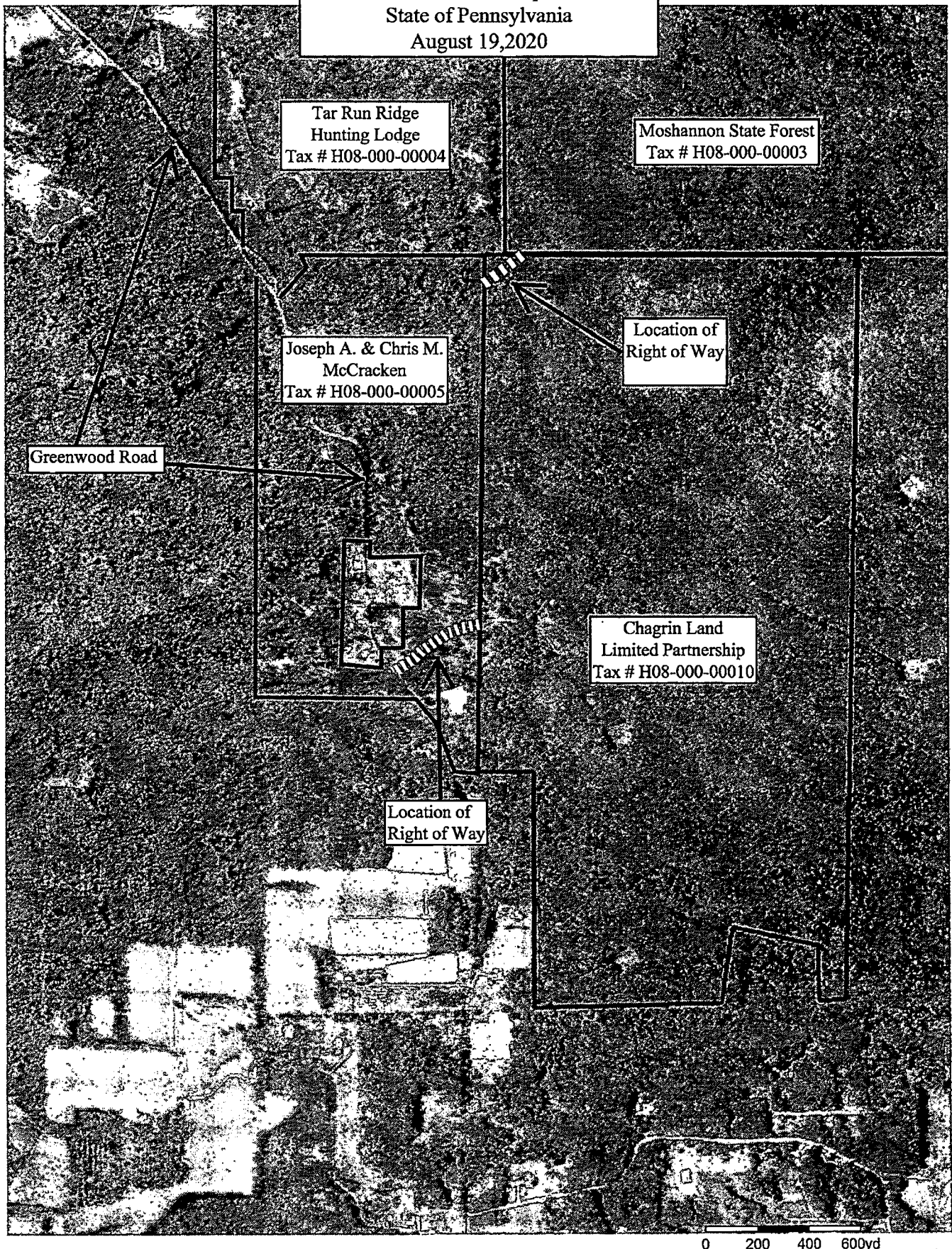
Notary Public
My Commission Expires:

Printed Name

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantees is _____

Exhibit A
Chagrin - McCracken Right of Way
Clearfield County
Pike Township
State of Pennsylvania
August 19, 2020



1830019105

RECORDER'S USE ONLY

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX
STATEMENT OF VALUE
COMPLETE EACH SECTION

State Tax Paid: 0
Book: 202100340 Page: 1-14-21
Instrument Number: 202100340
Date Recorded: 1-14-21

SECTION I TRANSFER DATA

Date of Acceptance of Document <u>1-8-21</u>			
Grantor(s)/Lessor(s) <u>Chagrin Land Limited Partnership</u>	Telephone Number <u>216-450-1450</u>	Grantee(s)/Lessee(s) <u>Joseph A. McCracken, et al</u>	Telephone Number
Mailing Address <u>30799 Pinetree Road #434</u>		Mailing Address <u>8922 Sweetwater Drive</u>	
City <u>Pepper Pike</u>	State <u>OH</u>	ZIP Code <u>44124</u>	City <u>Dallas</u>
		State <u>TX</u>	ZIP Code <u>75228</u>

SECTION II REAL ESTATE LOCATION

Street Address <u>off of Greenwood Road</u>		City, Township, Borough <u>Pike Township</u>	
County <u>Clearfield</u>	School District <u>Curwensville</u>	Tax Parcel Number <u>1260-H08-00010</u>	

SECTION III EVALUATION DATA

Was transaction part of an assignment or relocation? ☐ YES ☒ NO		
1. Actual Cash Consideration <u>1.00</u>	2. Other Consideration <u>+ 0.00</u>	3. Total Consideration <u>= 1.00</u>
4. County Assessed Value <u>r/o/w not assessed</u>	5. Common Level Ratio Factor <u>x 8.20</u>	6. Computed Value <u>= 7/2</u>

SECTION IV EXEMPTION DATA Refer to instructions for exemption status

1a. Amount of Exemption Claimed <u>\$ 1.00</u>	1b. Percentage of Grantor's Interest in Real Estate <u>100 %</u>	1c. Percentage of Grantor's Interest Conveyed <u>0 % r/o/w</u>
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2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. (Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ 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 (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)
Right-of-way for less than \$100,000 consideration

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person.

Name <u>Patrick H. Larsen</u>	Telephone Number <u>814-274-7913</u>
Mailing Address <u>217 N. Main St.</u>	City <u>Coudersport</u>
	State <u>PA</u>
	ZIP Code <u>16915</u>
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 <u>[Signature]</u>	Date <u>1/8/21</u>

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



1830019105

1830019105

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder

Kathleen A. Sopic - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

ACKER & LARSEN PC

Instrument Number - 202100341

Recorded On 1/14/2021 At 11:53:55 AM

* Instrument Type - RIGHT OF WAY

* Total Pages - 9

Invoice Number - 366296

* Grantor - MCCracken, Joseph A

* Grantee - CHAGRIN LAND LIMITED PARTNERSHIP

* Customer - ACKER & LARSEN PC

*** FEES**

STATE TRANSFER TAX	\$150.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$40.25
RECORDING FEES -	\$19.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
CURWENSVILLE AREA	\$75.00
SCHOOLS REALTY TAX	
PIKE TOWNSHIP	\$75.00
TOTAL PAID	\$364.75

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