

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

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 **Joseph A. McCracken**, of 8922 Sweetwater Drive, Dallas, TX 75228, and **Christopher M. McCracken, Sr.**, of 103 Peters Road, Curwensville, PA 16833 (hereinafter "Grantors") and **Chagrin Land Limited Partnership**, an Ohio limited partnership, with offices at 30799 Pinetree Road #434, Pepper Pike, OH 44124 (hereinafter "Grantee").

W I T N E S E T H:

WHEREAS, Grantors 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;

WHEREAS, Grantee 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; and

WHEREAS, Grantee would like to utilize that right-of-way over Grantor's property which leads from Greenwood Road in a northwesterly direction to the western border of Grantee's property, as depicted on that map attached hereto as Exhibit "A", as a means of ingress, egress and regress to and from Greenwood Road to and from Grantee's property, which vehicular access shall include, but not be limited to, the use of log trucks and other equipment to transport logs from Grantee's 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 FIFTEEN THOUSAND DOLLARS (\$15,000.00), in hand paid, by Grantee to Grantors, 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. Grantors grant to Grantee, its successors and assigns, a road right-of-way, being twenty-five (25) feet in width and approximately nine hundred (900) feet in length, over Grantors' property in Pike Township, Clearfield County, Pennsylvania, known as tax parcel 1260-H08-000-00005, and described in Instrument No. 202005140, leading from Greenwood Road to the western boundary of Grantee's property, the approximate location of which is 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 Grantee's property in Pike Township, Clearfield County, Pennsylvania, known as tax parcel 1260-H08-000-00010, 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.

2. Grantee, its successors and assigns, shall use said right-of-way for access to its property, which use shall include, but is not limited to, timber harvesting operations and forestry management purposes by Grantee, its successors, assigns, agents and employees.

3. Grantors acknowledge that Grantee shall be permitted to conduct work on said right-of-way and make improvements thereto to support trucks and other equipment.

4. The Grantors agree that they shall cause no obstruction or interference with the free and ready use and access across the aforesaid right-of-way by Grantee.

5. Grantee, its successors and assigns, shall be responsible for all erosion control on said right-of-way when being utilized by the Grantee, its successors and assigns, and shall be responsible for the repair of all damages caused by the use of the right-of-way by Grantee or its agents within a reasonable time period.

6. Grantee, its successors and assigns, shall indemnify Grantors from all damages to persons or property directly resulting from the use of the right-of-way by Grantee or its agents, and Grantee shall require that all of its contractors utilizing the right-of-way to carry liability and workers' compensation insurance.

7. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

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.

GRANTORS:

By: _____
Joseph A. McCracken

By: _____
Christopher M. McCracken, Sr.

GRANTEE:

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

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

_____ OF _____)

COUNTY OF _____)

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

Notary Public
My Commission Expires:

Printed Name

6. Grantee, its successors and assigns, shall indemnify Grantors from all damages to persons or property directly resulting from the use of the right-of-way by Grantee or its agents, and Grantee shall require that all of its contractors utilizing the right-of-way to carry liability and workers' compensation insurance.

7. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

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.

GRANTORS:

GRANTEE:

By: [Signature]
Joseph A. McCracken

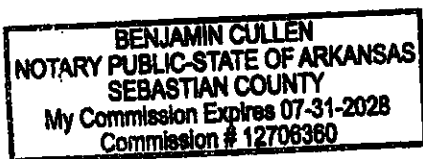
Chagrin Land Limited Partnership
By: Tall Oak Associates, Inc., its
General Partner

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

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

State OF Arkansas)
COUNTY OF Sebastian)

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

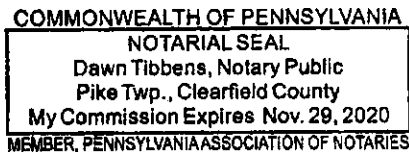


[Signature]
Notary Public
My Commission Expires: 07/31/2028
Benjamin Cullen
Printed Name

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF 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 Grantee is 30799 Pinetree Road #434,
Pepper Pike, OH 44124.

[Signature]
Attorney or Agent for Grantee

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 Oct. 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, State of Ohio
My Commission Expires
November 23, 2024

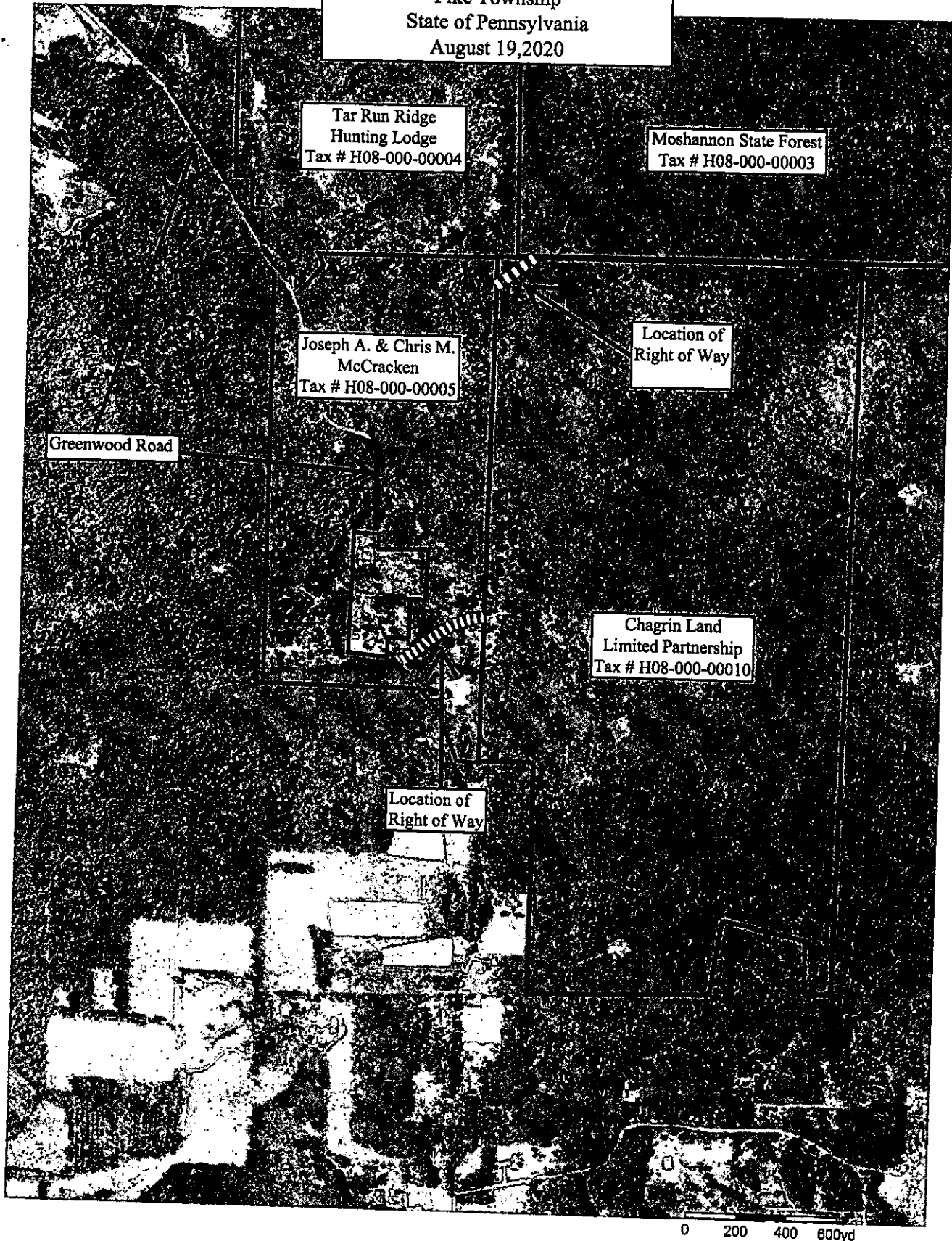
Brenda J. Stenger
Notary Public
My Commission Expires: 11. 23. 2024
Brenda J. Stenger
Printed Name

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee is 30799 Pinetree Road #434,
Pepper Pike, OH 44124.

[Signature]
Attorney or Agent for Grantee

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



**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

RECORDER'S USE ONLY
State Tax Paid: **\$150.00**
Book: _____ Page: _____
Instrument Number: **202100341**
Date Recorded: **1-14-21**

SECTION I TRANSFER DATA

Date of Acceptance of Document
1-8-21

Grantor(s)/Lessor(s)
Joseph A. McCracken, et al.

Telephone Number

Grantee(s)/Lessee(s)

Chagrin Land Limited Partnership

Telephone Number

216-450-1450

Mailing Address
8922 Sweetwater Drive

Mailing Address

30799 Pinetree Road #434

City
Dallas

State

TX

ZIP Code

75228

City

Pepper Pike

State

OH

ZIP Code

44124

SECTION II REAL ESTATE LOCATION

Street Address

1332 Greenwood Road

City, Township, Borough

Pike Township

County
Clerfield

School District

Curtwensville

Tax Parcel Number

1260-H08-00005

SECTION III EVALUATION DATA

Was transaction part of an assignment or relocation? ☐ YES ☒ NO

1. Actual Cash Consideration

15,000.00

2. Other Consideration

+ 0.00

3. Total Consideration

= 15,000.00

4. County Assessed Value

not assessed r/o/w

5. Common Level Ratio Factor

x 8.20

6. Computed Value

= n/a

SECTION IV EXEMPTION DATA Refer to instructions for exemption status.

1a. Amount of Exemption Claimed

\$ none

1b. Percentage of Grantor's Interest in Real Estate

100 %

1c. Percentage of Grantor's Interest Conveyed

0 % r/o/w

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.)

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

Name
Patrick H. Larsen

Mailing Address
217 N. Main St.

City
Coudersport

Telephone Number

814-274-7913

State

PA

ZIP Code

16915

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

1/8/21

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



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1830019105