

**BOUNDARY LINE
&
RIGHT-OF-WAY
AGREEMENT**

MADE THIS 11th day of May, 2004, by and between **ESTATE OF J. O. WOOLRIDGE** by its Executor **EDWARD O. WOOLRIDGE**, 409 Buchanan Road, Orrtanna, Pennsylvania, 17353; hereinafter "**WOOLRIDGE ESTATE**",

A
N
D

JAMES B. DAVIS and **JANE W. DAVIS**, husband and wife, of 5574 Clearfield-Woodland Highway, Clearfield, Pennsylvania 16830; hereinafter "**DAVISES**";

WHEREAS, the **WOOLRIDGE ESTATE** owns a parcel of land in Bradford Township, Clearfield County, Pennsylvania to which its decedent took title by deed in Clearfield County Deed Book "S", Page 117 and which is identified by Clearfield County Tax Map Number 106-L8-3; and,

WHEREAS, **DAVISES** own a parcel of land in Bradford Township, Clearfield County, Pennsylvania to which the **DAVISES** took title by deed in Clearfield County Record Volume 1407, Page 377 and which is identified by Clearfield County Tax Map Number 106-L8-1; and,

WHEREAS, the parties' properties adjoin one another along the northern and eastern lines of the **DAVISES'** property; and,

WHEREAS, the precise location of the common boundary separating the **DAVISES'** property on the east and the **WOOLRIDGE ESTATE'S** property on the west has been a matter of question between the parties and their predecessors in title over the years; and,

WHEREAS, the parties wish to resolve these questions and specify the location of their common boundary once and for all.

NOW WITNESSETH:

The parties for themselves, their heirs, successors and assigns, intending to be legally bound hereby, in consideration of their mutual promises, enter the following Agreement:

1. **SUBJECT MATTER:** The boundary line separating the DAVISES' property on the east from the WOOLRIDGE ESTATE'S property shall be as determined and specified by the survey map attached to and incorporated in the DAVISES' deed in Clearfield County Record Volume 1407, Page 377. This line is marked by an iron pin at either end. This line passes just to the east of a row of evergreens planted by the DAVISES. A true and correct copy of the survey map attached to the DAVISES' deed as prepared by Henry Surveys on June 8, 1979 is attached to this Agreement and incorporated herein by reference.

2. **FURTHER ASSURANCES:** The parties further agree that if in the future additional documentation, stipulations, deeds, other agreements and/or monuments or marks on the line are reasonably and actually necessary to further establish the location of this boundary line and the parties' respective ownership and title on either side of it, they will promptly cooperate and acknowledge any such additional documents, agreements, stipulations or deeds as reasonably and actually required. The cost of preparation and recording shall be borne by the party making the request.

3. **RIGHT-OF-WAY:** The parties acknowledge that an old road on the WOOLRIDGE ESTATE'S property exits on SR 322 at the approximate southeastern corner of the DAVISES' property. The parties further acknowledge that a switchback farther along this road extends over their common boundary and onto the DAVISES' property approximately 650 - 750 feet north of the road's juncture with SR 322.

DAVISES hereby grant and convey to the WOOLRIDGE ESTATE a permanent right-of-way over this road to the extent that it passes over their property. DAVISES further grant the

WOOLRIDGE ESTATE such further right-of-way as may be necessary to bring the juncture of the WOOLRIDGE ESTATE'S road with SR 322 into proper compliance with the regulations governing the intersection or juncture of private roads and state highways.

4. **MAINTENANCE AND REPAIR:** The WOOLRIDGE ESTATE may perform such regular maintenance, repair, snow removal and so forth of this road as it deems necessary.

5. **INDEMNIFICATION:** The WOOLRIDGE ESTATE, for itself, its heirs, successors and assigns, agrees to indemnify and hold the DAVISES, their heirs, successors and assigns, harmless from all suits, claims, counterclaims, penalties, damages and liability whatsoever arising from or related to its use, occupancy, repairs or improvements made to the right-of-way granted by this agreement. The WOOLRIDGE ESTATE further assigns to the DAVISES the benefit of any insurance covering incidents of indemnification.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto have set their hands the first day above written.

Edward O Woolridge
Edward O. Woolridge, Executor
of the J. O. Woolridge Estate

James B. Davis
James B. Davis

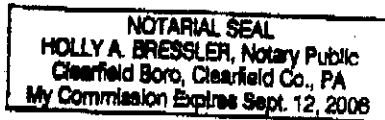
Jane W. Davis
Jane W. Davis

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA :
:SS
COUNTY OF Clearfield :

Before me, the undersigned officer, personally appeared EDWARD O. WOOLRIDGE, Executor of the J. O. Woolridge Estate, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Boundary Line & Right-of-Way Agreement and acknowledged to me that he executed the same for the purposes contained therein as his voluntary and lawful act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11th day of May, 2004.



Holly A. Bressler
Notary Public

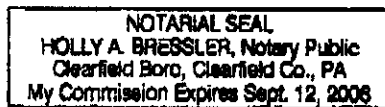


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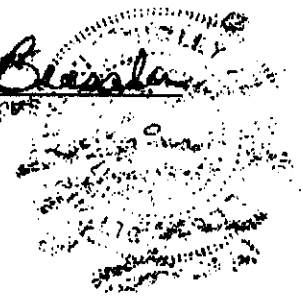
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:SS
COUNTY OF CLEARFIELD :

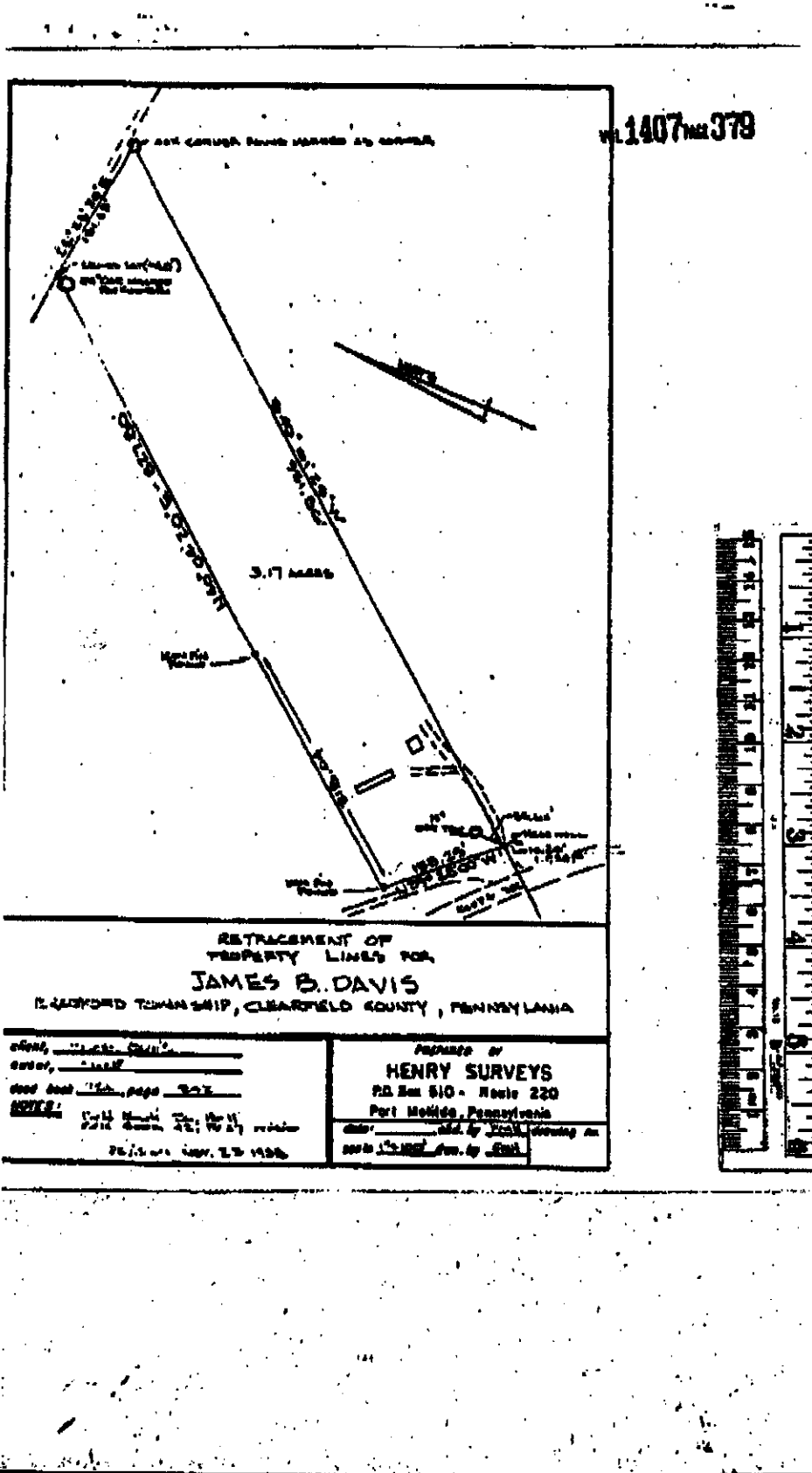
Before me, the undersigned officer, personally appeared JAMES B. DAVIS and JANE W. DAVIS, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Boundary Line & Right-of-Way Agreement and acknowledged to me that they executed the same for the purposes contained therein as their voluntary and lawful act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of May, 2004.



Holly A. Bressler
Notary Public





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