

Single Application for Assistance

Web Application Id: 8066192**Single Application Id: 201506308989****Applicant: Ohio River Trail Council****Program Selected: Greenways, Trails and Recreation Program**

Applicant Information

Applicant Entity Type: Non-Profit Corporation

Applicant Name: Ohio River Trail Council

Charitable organization? True

NAICS Code 8134

FEIN/SSN Number XXXXXXXXX

CEO: Vincent Troia

CEO Title: Dr.

SAP Vendor #: XXXXXX

Contact Name: Vincent Troia

Contact Title: Executive Chair & CEO

Phone: (724)-728-2625 Ext.

Fax:

E-mail: drvtroia@ohiorivertrail.org

Mailing Address: 1100 Pennsylvania Av

City: Monaca

State: PA

Zip Code: 15061

EnterpriseType

Community Dev. Provider,Economic Dev. Provider,Other,Tourism Promotion,

Single Application for Assistance

Web Application Id: 8066192

Single Application Id: 201506308989

Applicant: Ohio River Trail Council

Program Selected: Greenways, Trails and Recreation Program

Project Overview

Project Name:

Ohio River Trail & Conservation Project Phase III Part 1

Is this project related to another previously submitted project?

No

If yes, indicate previous project name:

Have you contacted anyone at DCED/Governor's Action Team about your project?

No

If yes, indicate who:

Single Application for Assistance

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Project Site Locations

Address: Parcel Number 711700113.P00**City:** Ohioville**State:** PA**Zip Code:** 15059**County:** Beaver**Municipality:** Ohioville Borough**PA House:** Jim Marshall (14)**PA Senate:** Elder A. Vogel, Jr. (47)**US House:** Scott Perry (4)**Current Employees:** 0**Jobs To Be Created:****Designated Areas:** Greenfield**Address:** Parcel Number 711700113.002**City:** Ohioville**State:** PA**Zip Code:** 15059**County:** Beaver**Municipality:** Ohioville Borough**PA House:** Jim Marshall (14)**PA Senate:** Elder A. Vogel, Jr. (47)**US House:** Scott Perry (4)**Current Employees:** 0**Jobs To Be Created:****Designated Areas:** Greenfield

Address: Parcel Number 711700118.000

City: Ohioville

State: PA

Zip Code: 15059

County: Beaver

Municipality: Ohioville Borough

PA House: Jim Marshall (14)

PA Senate: Elder A. Vogel, Jr. (47)

US House: Scott Perry (4)

Current Employees: 0

Jobs To Be Created:

Designated Areas: Greenfield

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Program Selected: Greenways, Trails and Recreation Program

Project Budget

	Greenways, Trails and Recreation Program	Ohio River Trail Council (Private)	Ohio River Trail Council (In-Kind)	Total
- Acquisition	181,950	27,600	0	209,550
Land	181,950	27,600	0	209,550
- General Construction	0	0	0	0
- Infrastructure / Site Preparation	0	0	0	0
- Machinery & Equipment	0	0	0	0
- Working Capital	0	0	0	0
- Operating Costs	0	0	0	0
- Related Costs	0	4,400	0	4,400
Closing Costs	0	4,400	0	4,400
- Other	0	1,600	12,600	14,200
Appraisal	0	1,600	0	1,600
Realtor Fees	0	0	12,600	12,600
Grand Totals	181,950	33,600	12,600	228,150

Basis of Cost

Provide the basis for calculating the costs that are identified in the Project Budget.

Sales Agreements

Budget Narrative

The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. **NOTE:** Some programs have specific guidelines regarding the narrative necessary to qualify for that particular DCED resource. Please read the Program Guidelines for details.

DCED funding will specifically purchase three contiguous parcels of vacant land for conservation totaling 69.85 acres owned by H.R. Lewis located in Ohioville, Pa. The parcel ID numbers are 71-170-0113.P00, 71-170-0113.002, and 71-170-0118.000. The referenced properties are under contract for \$210,000. The acquisition fee including appraisal and closing cost is \$215,550. The appraised value is \$224,000. The appraisal fee is \$1600. The deposit is \$1000. The ORTC is providing \$33,600 in matching funds and 12,600 for in-kind realtor services. The grant request is \$181,950.

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Project Narrative

What do you plan to accomplish with this project?

Identify the problem(s) that need to be resolved.

The project goal is to preserve critical habitat areas, open space, and protect endangered species, as well as develop park, recreation areas, and greenways. The first objective is to preserve critical habitat areas and open space located in an area that abuts the Ohio State border. Steep walls, wooded slopes, sandstone hills, high rock cliffs, and ridges topping over 200 feet provide breathtaking views of the deep valley. Little Beaver Creek is home to the threatened Eastern Hellbender Salamander, which is limited to a relatively few healthy stream systems, mainly in areas that have remained isolated from development and urbanization. It is important to conserve the remaining populations through protecting habitats. Ohio's largest population of the endangered Hellbender salamanders resides in Little Beaver Creek. The Ohio Division of Wildlife lists the Hellbender as endangered. Hellbenders are an important part of the Little Beaver Creek ecosystem.

How do you plan to accomplish it?

Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

The projects expected outcome is to develop park, recreation areas, and greenways. The plan is to expand Ohioville's Lock 57 Community Park, which provides opportunities for camping, fishing, horseback riding, and picnicking. Stream fishing in the Little Beaver Creek is excellent for smallmouth bass and rock bass. Additionally, the project will construct the Ohio River Greenway Trail Phase III Part 1, which is the southernmost section of the Great Ohio Lake-to-River Greenway. When realized, the 110-mile multi-modal transportation corridor will connect Lake Erie to the Ohio River. This project provides the most expeditious and economical way to provide Beaver County residents access to a major greenway system. The project also parallels the Ohio River Water Trail, a National Recreation Trail administered by the Ohio River Trail Council, which includes Little Beaver Creek. The completed greenway and blueway ultimately will form a wonderful pedal & paddle recreational system.

How do you plan to use the DCED funds?

Should include specific use of DCED funds and reflect the budget provided with the application.

The funding will address portions of Segment 100 in Ohioville, as identified in the Department of Conservation and Natural Resources (DCNR) underwritten Ohio River Trail North Shore Trail Feasibility Study, which is available through the ORTC website at – www.greenway.ohiorivertrail.org/index.php/orgt-north-shore-feasibility-study and part of the Beaver County Greenways and Trails Plan found at - <http://membership.ohiorivertrail.org/index.php/2014-10-08-02-06-24>.

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Projected Schedule and Key Milestones and Dates

A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.

The real estate purchase will be accomplished by December 31, 2015.
The greenway is estimated to be fully completed by December 31, 2017.

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Program Addenda

1. I understand this application requires a \$100 application fee made payable to the Commonwealth Financing Authority and I will send it along with the signature page, the original and 2 copies of the single application and all required supplemental information stated in the program guidelines.

Yes

Add any additional information in the upload boxes below:

Uploaded Documents

ORTC_GTRP_Appendix_I_Exhibit_01.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_01_A_B.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_01_C.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_01_D.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_01_E.pdf	View
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ORTC_GTRP_Appendix_I_Exhibit_05_Part_1.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_05_Part_2.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_05_Part_3.pdf	View
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ORTC_GTRP_Appendix_I_Exhibit_10A.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_10B_Part_1.pdf	View
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ORTC_GTRP_Appendix_I_Exhibit_11.pdf	View
ORTC_GTRP_Appendix_I_Exhibit_12.pdf	View
ORTC_GTRP_Appendix_II_Authorized_Official_Resolution_Endorsed.pdf	View
ORTC_GTRP_Appendix_III_Mission_Vision_Support.pdf	View



Community and Economic Development

Single Application for Assistance

Single Application #: 201506308989

This page must accompany all required supplemental information **Mail to:**

**Pennsylvania Department Of Community and Economic Development
Commonwealth Keystone Building
Attn: Customer Service Center
400 North Street, 4th Floor
Harrisburg, PA 17120-0225**

I hereby certify that all information contained in the single application and supporting materials submitted to DCED via the Internet, Single Application # 201506308989 and its attachments are true and correct and accurately represent the status and economic condition of the Applicant, and I also certify that, if applying on behalf of the applicant, I have verified with an authorized representative of the Applicant that such information is true and correct and accurately represents the status and economic condition of the Applicant. I also understand that if I knowingly make a false statement or overvalue a security to obtain a grant and/or loan from the Commonwealth of Pennsylvania, I may be subject to criminal prosecution in accordance with 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and 31 U.S.C. §§ 3729 and 3802 (relating to false claims and statements).



Signature: Vincent Troia

The Department of Community and Economic Development reserves the right to accept or reject any or all applications submitted on the Single Application for Assistance contingent upon available funding sources and respective applicant eligibility.



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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

Ohio River Greenway Trail & Conservation Project Phase III Part 1

GTRP Web Application #8066192 Appendix I Exhibit 1 Project Narrative Outline

- A. Description of the Ohio River Greenway Trail & Conservation Project Phase III Part 1**
- B. Location of the Ohio River Greenway Trail & Conservation Project Phase III Part 1**
- C. Ohio River Greenway Trail & Conservation Project Phase III Part 1 consistency with existing county or local comprehensive plans**
- D. Ohio River Greenway Trail & Conservation Project Phase III Part 1 substantiated positive economic development impact**
- E. Ohio River Greenway Trail & Conservation Project Phase III Part 1 estimated start and end dates of construction**
- F. Ohio River Greenway Trail & Conservation Project Phase III Part 1 municipalities that will participate in and benefit**
- G. Description of the existing greenways, recreational, or trail facilities in the area to be served by the project.**



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GTRP Web Application #8066192 Appendix I Exhibit 1A&B Project Narrative

A. Description of the Ohio River Greenway Trail & Conservation Project Phase III Part 1

The Ohio River Trail Council (ORTC) is submitting an implementation grant application to the Greenways, Trails and Recreation Program (GTRP) for the purchase of real estate necessary to complete the acquisition portion of the Ohio River Greenway Trail (ORGT) & Conservation Project Phase III Part 1.

B. Location of the Ohio River Greenway Trail & Conservation Project Phase III Part 1

The GTRP funding will specifically purchase three contiguous parcels of vacant land for conservation and greenway development totaling 69.85 acres owned by H.R. Lewis located in Ohioville, Pa.

The parcel ID numbers are 71-170-0113.P00, 71-170-0113.002, and 71-170-0118.000. The referenced properties are under contract for \$210,000. The acquisition cost totals at \$215,550. The appraised value is \$224,000.



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C. Ohio River Greenway Trail & Conservation Project Phase III Part 1 consistency with existing county or local comprehensive plans

The Ohio River Greenway Trail & Conservation Project Phase III Part 1 is consistent with existing county and local comprehensive plans.

The funding will address portions of Segment 100 in Ohioville, as identified in the Department of Conservation and Natural Resources (DCNR) underwritten Ohio River Trail North Shore Trail Feasibility Study, which is available through the ORTC website at – www.greenway.ohiorivertrail.org/index.php/orgt-north-shore-feasibility-study and several portions of the Beaver County Greenways and Trails Plan found at - <http://membership.ohiorivertrail.org/index.php/2014-10-08-02-06-24>.



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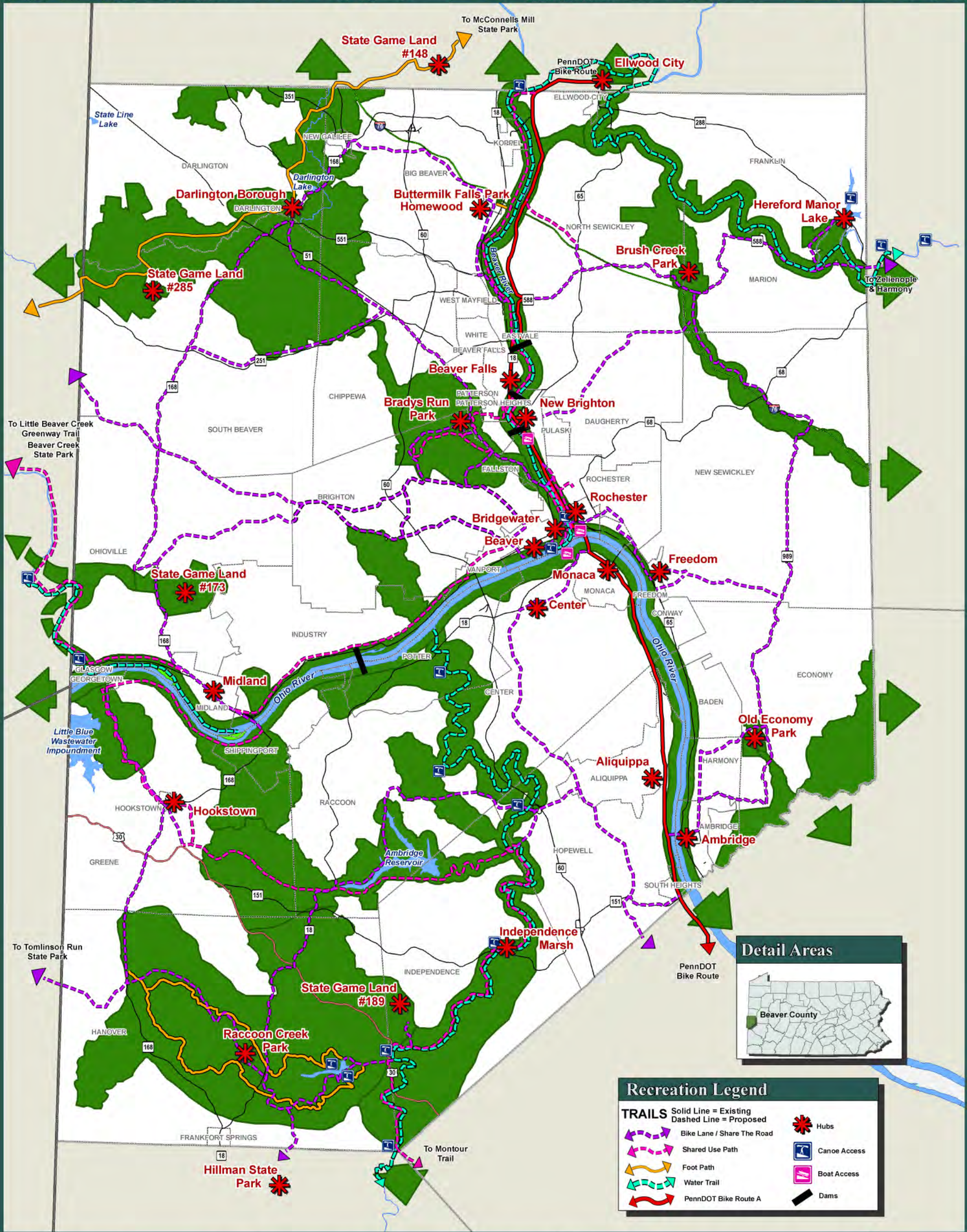
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GTRP Web Application #8066192 Appendix I Exhibit 1C Project Narrative Outline

C. Ohio River Greenway Trail & Conservation Project Phase III Part 1 consistency with existing county or local comprehensive plans

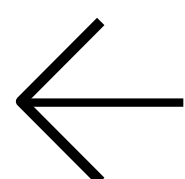
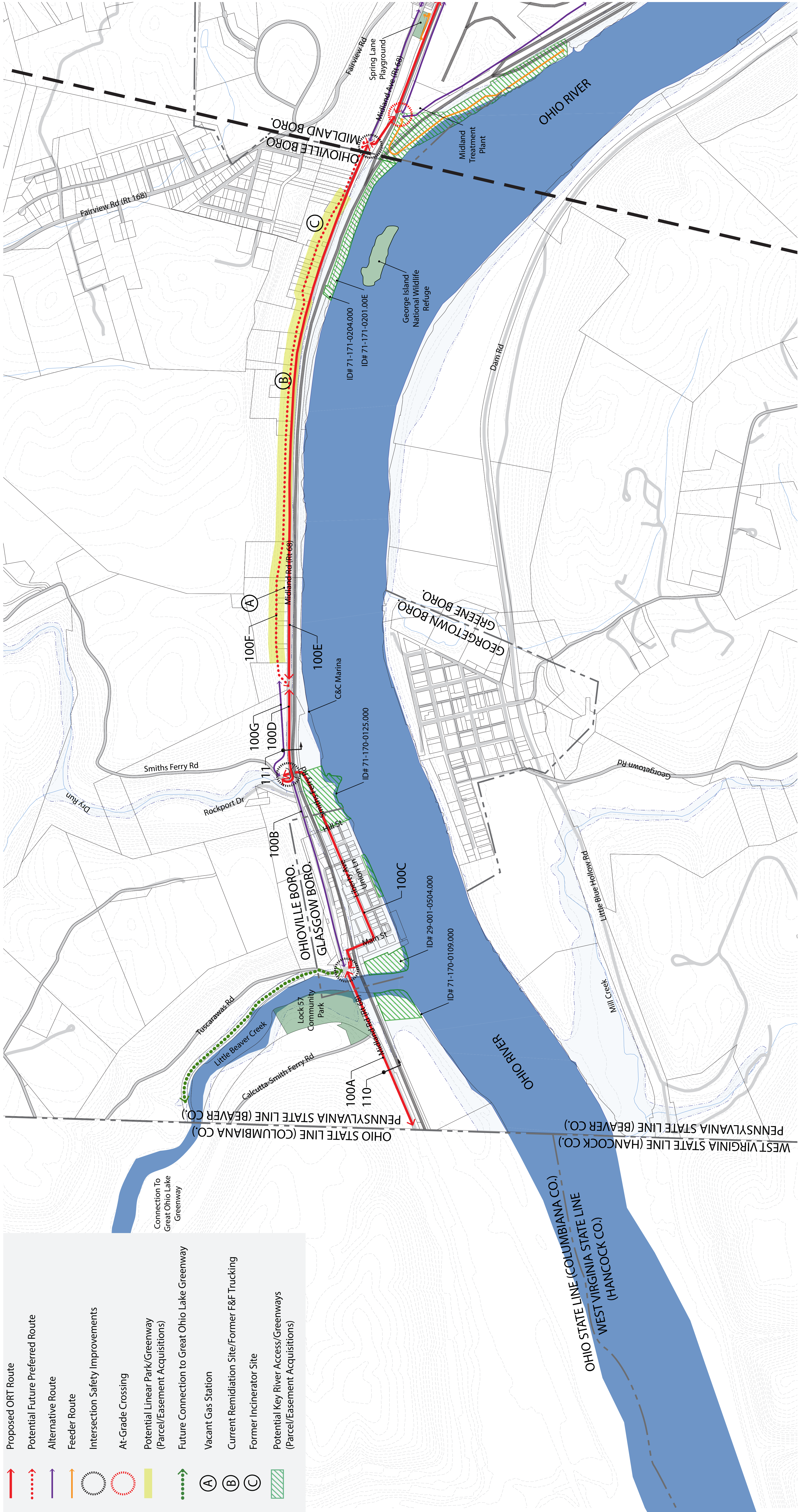
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Map 9 - Proposed Greenways & Trails Network

Glasgow Borough – Ohioville Borough - 100

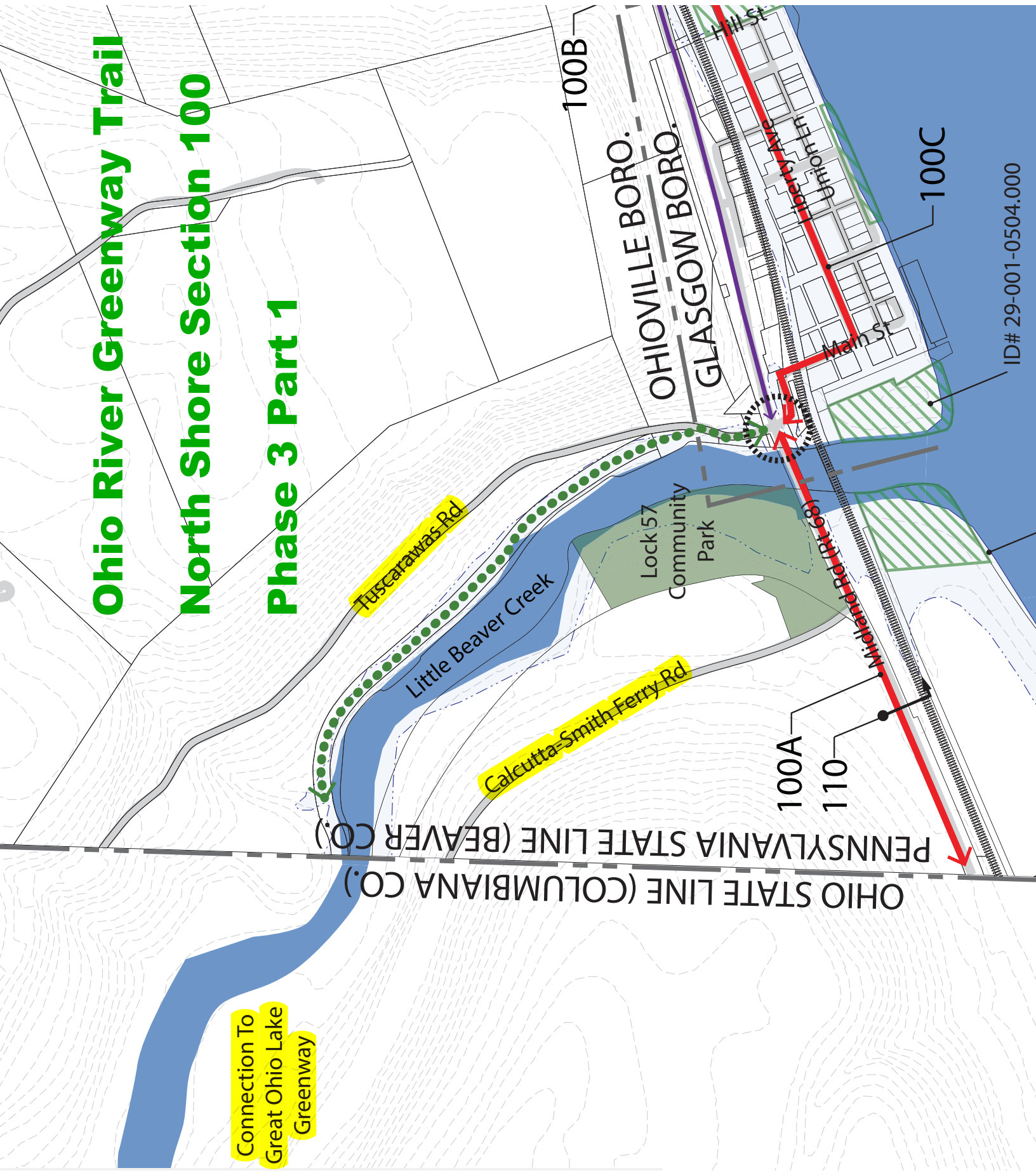


SCALE: Not to Scale NORTH

Ohio River Greenway Trail

North Shore Section 100

Phase 3 Part 1





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GTRP Web Application #8066192 Appendix I Exhibit 1D Project Narrative

D. Ohio River Greenway Trail & Conservation Project Phase III Part 1 substantiated positive economic development impact

The Ohio River Trail Council (ORTC), a multifaceted, non-profit volunteer-led public benefit corporation, is composed of a dedicated and visionary leadership, which embraces a team strategy to implement our initiatives, to encourage collaboration, and to provide a forum for recreational users, local citizens, municipal managers and council members to share knowledge with the intention to guarantee a bright future for our rivers, forests, and towns.

The Ohio River corridor is an indispensable local and regional resource that calls for restoration, conservation, and protection. Hence, the ORTC is undergoing multi-municipal efforts with a focus on community revitalization planning, with a specific emphasis on capitalizing on our common interest in reconnecting all of our riverfront neighbourhoods.

Fundamental to the renewal strategy, is to utilize the Ohio River Greenway Trail (ORGT) as a framework for redevelopment investment to increase access to the waterway and the recovery of numerous blighted and/or under-utilized parcels and brownfields along the Ohio River, consequently improving the economics of our local communities.

The Ohio River Trail Council as a member of the Industrial Heartland Trails Coalition (IHTC) is working with a large group of trail builders collaborating to complete and connect a five-state 1,600-mile trail network. The accomplished linkage would make up the largest shared use trail system in North America. The ORGT Phase III is a part of the Industrial Heartland Trails System. The IHTC has identified this project as a priority since it is an essential link in the 158-mile "Ashtabula, Ohio to Pittsburgh, Pa Greenway."



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The Industrial Heartland Trails are 53% complete, which includes the renowned Great Allegheny Passage (GAP). This 150-mile trail has demonstrated that greenways are significant economic generators. GAP trail users spend over \$40 million per year, with overnight visitors spending an average of \$114 per day.

In a recent study of the Three Rivers Heritage Trail, an analysis of the data accumulated from infrared counters located along the trail and the completed surveys received from users indicates an estimated 622,873 annual user visits, resulting in a total economic impact in 2014 of \$8,286,026.

Visitation, tourism, and jobs related to public lands contribute to the regional economies by creating private sector jobs. Entrepreneurs desire to locate their enterprises in areas with a superior quality of life. Therefore, as we invest in conservation, we help to sustain the quality of life necessary to attract business and people.

Safeguarding the environment through conservation creates opportunities for recreation, thereby promoting long-term economic development and growth. As a tool for ecology, the ORGT can preserve natural landscapes, safeguard wildlife diversity, and provide vital habitat corridors.

The ORGT Project parallels the Ohio River Water Trail, a National Recreation Trail administered by the ORTC that also includes a National Scenic River, the Little Beaver Creek. The completed greenway and blueway ultimately will form a wonderful pedal & paddle recreational system that will encourage tourism and boost the economy for years to come.



Lake Erie

ERIE

CLEVELAND

**Industrial
Heartland
Trails**

AKRON

PITTSBURGH

MORGANTOWN

PARKERSBURG



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Appendix I Exhibit 1E

Project Narrative

E. Ohio River Greenway Trail & Conservation Project Phase III historical and proposed use of land served by the project.

The project's conservation objective is to preserve critical habitat areas and open space as well as develop park, recreation areas, and greenways.

This picturesque area abuts the Ohio State border and is located in Ohioville, Pa. Steep walls, wooded slopes, sandstone hills, and high rock cliffs characterize these foothills of the Appalachian Mountains. Ridges topping over 200 feet provide breathtaking views of the deep valley below. This conserved space will provide a riparian buffer along Little Beaver Creek, a National Scenic River, which flows through **some of Ohio and Pennsylvania's most rugged and wildest lands** and is located near the confluence of the Ohio River. The valley of the Little Beaver is unique geologically being the only stream valley in the United States, which exhibits evidence of all four major glaciations.

A number of classifications protects the Little Beaver Creek with its numerous gentle rapids, including Ohio Wild and Scenic River and National Scenic River, as well as being part of Ohio's state park system. It is the only major river in Ohio to have dual State Wild and Scenic and National Scenic River designations. The Little Beaver Creek ecosystem supports 63 species of fish, 49 mammal species, 140 types of birds and 46 species of reptiles and amphibians. The Little Beaver Creek watershed is home to Beaver Creek State Forest, Beaver Creek State Park, and Sheepskin Hollow State Nature Preserve.

The flora of this area contains several interesting and unusual species. Canada yew, yellow and black birch, hemlock, and mountain laurel. Delicate wildflowers including jewelweed, hepatica, violets and spring beauties line the stream banks. Many types of wildlife find the varying habitats inviting including red fox, skunk, raccoon, wild turkey, and white-tailed deer. This project site has the capacity to expand an adjacent Audubon Important Bird Area (IBA).



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The IBA harbors Canadian-zone species and is a top five site for Blue-headed Vireo, Black-throated Green Warbler, Yellow-throated Warbler, Prairie Warbler, Cerulean Warbler, and Worm-eating Warbler. It is also a specialty site for Northern Parula and Red-breasted Nuthatch. Moreover, it is the only Ohio confirmed breeding site for Common Merganser. It also remains a potential Black-throated Blue Warbler breeding site.

Deep hemlock gorges surround and protect Little Beaver Creek, providing nesting-site habitat for ducks, songbirds, woodpeckers, owls, hawks and many other birds. The habitat provides ample food, water and a safe area to raise their young and forms a corridor that is a vital stopover link for migrating birds.

Little Beaver Creek is also home to the threatened Eastern Hellbender Salamander (*Cryptobranchus alleganiensis*), which is limited to a relatively few healthy stream systems, mainly in areas that have remained isolated from development and urbanization. They can reach twenty-nine inches in length and weigh up to five pounds. Scientists estimate that they can live for up to 30 to 50 years. Research throughout the range of the hellbender has shown a dramatic decline in populations in the majority of locations.

Hellbenders are especially sensitive to water pollution because they breathe through their skin. Other anthropogenic sources have helped to create this decline, including the siltation and sedimentation, blocking of dispersal/migration routes, and destruction of riverine habitats created by dams and other development. As many of these detrimental effects have irreversibly damaged hellbender populations, it is important to conserve the remaining populations through protecting habitats. Ohio's largest population of the endangered Hellbender salamanders resides in Little Beaver Creek. The Ohio Division of Wildlife lists the Hellbender as endangered. Hellbenders are an important part of the Little Beaver Creek ecosystem.

With respect to the development of park, recreation areas, and greenways, these parcels **would expand Ohioville's Lock 57 Community Park**, which lies across Little Beaver Creek.

In 1848, the Sandy and Beaver Canal utilizing the Little Beaver Creek linked the Ohio River with the Ohio & Erie Canal. Remnants of the once thriving canal system are well preserved throughout the region.



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The Lock 54 remnant in Pennsylvania is within hiking distance of this parcel. Lock 57 Park, Beaver Creek State Park, Pennsylvania State Game Lands #173, and nearby Beaver Creek State Forest provide opportunities for where visitors can enjoy camping, fishing, horseback riding and picnicking. Stream fishing in the Little Beaver Creek is excellent for smallmouth bass and rock bass.

The Smiths Ferry Trail is a rails-to-trails project, which utilizes the abandoned Youngstown & Southern Railway Smiths Ferry Branch. The Consolidated Coal Company, successor to the Pittsburgh Coal Company, built a private railroad, which was operated by the Youngstown & Southern Railway from the Ohio River at Smiths Ferry, Pennsylvania to Negley, Ohio. Its purpose was to move large amounts of bituminous coal brought in from the mines on Ohio River ferries to the Smiths Ferry transfer facilities and transported inland to a coal washing facility at Negley, Ohio. After being processed, the coal was shipped by rail to the Republic Steel Corporation in Youngstown, Ohio. Operations decreased with those of the steel industry and the Negley-Smiths Ferry line track was removed in 1996.

The Ohio River Trail project is located in the Rivers of Steel National Heritage Area, which is committed to preserving, interpreting, and managing the historic, cultural, and natural resources related to Big Steel and its related industries. Furthermore, the project area is a component of the Lewis & Clark Eastern Legacy Trail, Pennsylvania's Rural Farm and Village History Trail, the Underground Railroad Trail, Pittsburgh spur and is part of the Ashtabula/Cleveland, Ohio to Pittsburgh, Pa Bikeway.

The ORTC is in complete support of a progressing state and national movement to develop greenways and blueways. **In 1987, President Reagan's "Commission on Americans Outdoors" recommended establishing a national greenways network to** insure that active, healthy outdoor opportunities can remain an important part of the American lifestyle. In 2001, Pennsylvania Governor Tom Ridge began implementing a vision to create a network of trails throughout the Commonwealth, with a trail in every community by 2020. **Founded in 2009, the ORTC's** is successfully developing Bicycle & Kayak Friendly Communities from Glen Osborne and Coraopolis, Pa to the Pennsylvania-Ohio-West Virginia State line.

The support for the Ohio River Trail Greenway Trail Comprehensive Plan is widespread. The Ohio River Trail Council is achieving this broad vision by establishing greenway alliances with local, regional, and national trail interest groups in order to advance our common goals and interests.



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The National Park Service Rivers Trails, and Conservation Assistance (RTCA) Program has provided an unprecedented five years of technical assistance to the Ohio River Trail Council.

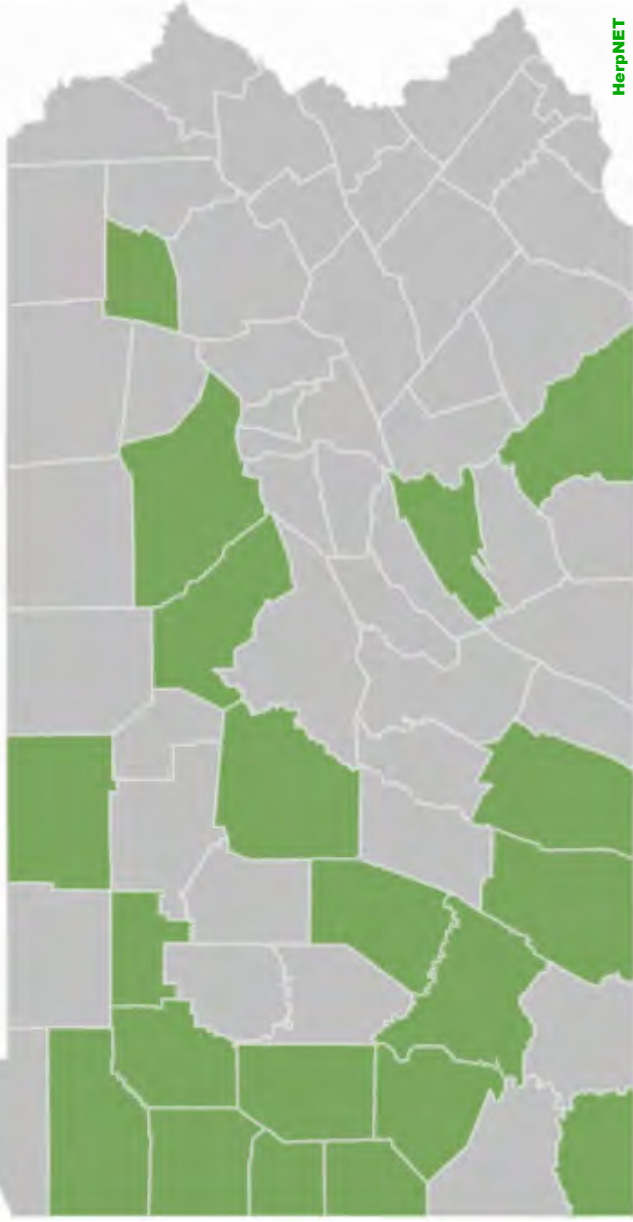
The Smiths Ferry Trail & Conservation Project is a portion of the Ohio River Greenway Trail, which is a 41-mile trail project that interconnects the Montour Trail in Allegheny County, Pennsylvania to the Little Beaver Creek Greenway in Columbiana County, Ohio. The planned greenway project also parallels a National Recreation Trail, the Ohio River Water Trail, administered by the Ohio River Trail Council, which includes Little Beaver Creek. This National Recreation Trail distinction was awarded on June 4, 2015 by the Secretary of the Interior.

This Ohio River Trail Council greenway and blueway trail initiative ultimately will form an expansive pedal & paddle recreational system.

Smiths Ferry Trail Project Area



Pennsylvania Eastern Hellbender





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GTRP Web Application 8066192 Appendix I Exhibit F Project Narrative

F. Ohio River Greenway Trail & Conservation Project Phase III Part 1 estimated start and end dates of construction

The target completion date for the real estate transaction is December 31, 2015.

The greenway construction in will begin 2016 and be completed by December 31, 2017.



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Appendix I Exhibit G

Project Narrative

G. Ohio River Greenway Trail & Conservation Project Phase III Part 1 Pennsylvania municipalities that will participate in and benefit

The Ohio River Greenway Trail is a key segment of a "major" greenway corridor being developed in the "Keystone State" and also serving to complete an essential section in a nationally, significant linear park system through the interconnection of existing trails in five states – Maryland, New York, Ohio, Pennsylvania, and West Virginia.

The Ohio River Greenway Trail Project (ORGT) is comprised of thirty-two (32) riverfront communities in southwestern Pennsylvania. The total population served along the Ohio River Trail corridor municipalities is approximately 1,401,764 based on the latest census.

In Beaver County, there are twenty-one (21) communities. Along the north shore, there are fourteen (14) communities: Ambridge, Baden, Beaver, Bridgewater, Brighton Township, Fallston, Glasgow, Industry, Midland, New Brighton, Ohioville, Rochester, Rochester Township, and Vanport. The Bradys Run Extension add two (2) communities, the Township of Patterson and the City of Beaver Falls with the connection to the Beaver River Rails-to-Trails. In addition, there are five (5) South Shore Trail communities: Aliquippa, Center Township, Hopewell Township, Monaca, and South Heights. From Aliquippa, the connection to Coraopolis occurs by following two different riverfront routes to the Montour Trail. The south shore route parallels route 51 to Coraopolis. The north shore route crosses the Aliquippa-Ambridge and then the Sewickley Bridge back to the south shore.

In Allegheny County, the Ohio River Trail is composed of eleven (11) communities: Coraopolis, Crescent Township, Edgeworth, Glen Osborne, Leetsdale, Moon Township, and Sewickley. The Pittsburgh Connector adds Neville Township, Stowe Township and McKees Rocks.



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From McKees Rocks the connection to Pittsburgh occurs by following two different riverfront routes to the Three Rivers Heritage Trail. The south shore route parallels route 51 to the Southside Trail at Station Square. The north shore route crosses the McKees Rock's Bridge to the Pittsburgh's Northside and connects to the Chateau segment of the Three Rivers Heritage Trail.

The attached Ohio River Water Trail map page is attached to illustrate the municipalities involved the Ohio River Trail Project.



Ohio River Water Trail

Map & Guide

Developed by the Ohio River Trail Council



P&LE Railroad Bridge
Photo Credit: Vincent Troia

Upper Ohio River Water Trail

The 69-mile Ohio River Water Trail (ORWT) Map & Guide geographically extends from the Ohio River at milepost zero in Pittsburgh, PA to Newell, WV and East Liverpool, Ohio at milepost 46.0. The ORWT also includes three-miles of the Beaver River to the Townsend (Fallston) Dam, four-miles of the Racoon Creek and sixteen-miles of the Little Beaver Creek to the Beaver Creek State Park in Ohio. The ORWT is a project spearheaded by the Ohio River Trail Council (ORTC), a non-profit volunteer-led corporation that works to bring individuals, communities, businesses, educational institutions, recreational users and all levels of government together to promote and protect a continuous corridor of natural and cultural resources along the Ohio River and its tributaries. The ORTC's goal is to honor our past and build our future by providing recreation opportunities, environmental stewardship, heritage development, safe transportation networks and economic stimulus to our region.

The ORTC is an organization committed to excellence, with a clear vision and a passion for delivering outstanding results. We ask you to work with us to capitalize on these strengths. The ORTC is a membership-based organization charged with increasing awareness and stewardship of our rivers and rifections. Please help us care for the land, water and our cultural resources along the water trail by respecting private property and wildlife. The ORTC supports "Leave No Trace" a national outdoor ethics program that provides guidelines to minimize your impact. For more information visit www.ortc.org.

The Ohio River Trail Council associates plays an integral role in the continued development and expansion of the ORTC's Land and Water Trails, as well as our ability to serve southwestern Pennsylvania's riverfront communities through advocacy and planning. Please help us continue our work by becoming an affiliate and endorse our efforts to contribute to one of our projects. Call us at (724) 728-2625 or visit us online at www.ohiorivertail.org to learn more about our organization.

Little Beaver Creek



(L) and (R) indicate the left or right riverbank when facing downstream.
All river mileages are measured from the junction with the Ohio River upriver.

- 0.0 Pennsylvania Railroad Bridge, 1900
- 0.1 PA Route 68 Bridge
- 0.2 R Ohioville Lock 57 Launch
- 0.3 L Smith's Ferry Branch Railroad
- 1.2 R Lock 55, Sandy & Beaver Canal, 1848
- 2.8 R Lock 54, Sandy & Beaver Canal, 1848
- 4.3 L Lock 52, Sandy & Beaver Canal, 1848
- 4.5 L Grimes Bridge, OH-TX Highway 102
- 4.6 L Grimes Railroad Tunnel
- 4.8 L Lock 51, Sandy & Beaver Canal, 1848
- 5.2 L Lock 50, Sandy & Beaver Canal, 1848
- 6.7 R Lock 49, Sandy & Beaver Canal, 1848
- 7.0 L Smith's Ferry Railroad Bridge
- 7.8 L The Forks
- 8.0 R Ohio Route 102 Bridge, Fredericktown, Ohio
- 8.5 R Lock 46, Sandy & Beaver Canal, 1848
- 9.6 R Lock 45, Sandy & Beaver Canal, 1848
- 9.8 R Spruceville Road Bridge
- 10.0 L Lock 42, Sandy & Beaver Canal, 1848
- 11.1 L Spruceville Launch
- 11.2 L Greenich Lock (Lock 41)
- 13.9 R Pioneer Village Launch Echo Road Bridge
- 14.3 R Lock 36, Sandy & Beaver Canal, 1848
- 14.3 R Echo Hill Road Bridge

Little Beaver Creek
The Little Beaver Creek watershed is located primarily in Columbiana County in northeast Ohio and is a tributary of the Beaver Creek State Forest and Beaver Creek State Park. The Little Beaver Creek is a river of deep valleys with wooded slopes and interspersed rock outcroppings. The river is boulder-strewn, consisting of class I (B) rapids, riffles, and quiet pools. It is a river of great diversity and relatively untouched by development. It is an exceptionally clean waterway with a highly diverse ecosystem. A number of classifications, including Ohio Wild and Scenic River and National Scenic River, as well as being part of Ohio's state park system, protect the Little Beaver Creek. The creek empties into the Ohio River in Pennsylvania through the Boroughs of Ohioville and Glasgow.



Ohioville Lock 57 Park
Photo Credit: Vincent Troia

STRAINER WARNING
Near mile 10, the creek cuts a sharp corner where it collects strainers, and non-balls. Approach with caution. A portage may be necessary river left! (40.78933; -80.56922)

USGS Gage - Grimes's Bridge
Lock 42 (40.72427; -80.54327)

USGS Gage - Grimes's Bridge
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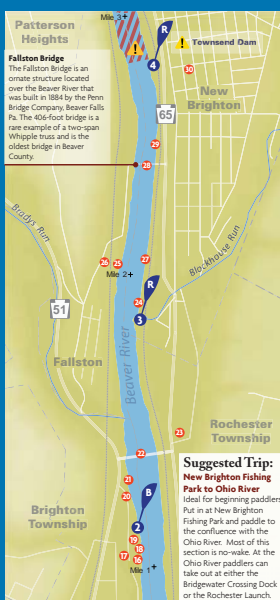
USGS Gage - Grimes's Bridge
Lock 42 (40.72427; -80.54327)

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USGS Gage - Grimes's Bridge
Lock 42 (40.72427; -80.54327)

USGS Gage - Grimes's Bridge
Lock 42 (40.72427; -80.54327)

Beaver River



Suggested Trip:
New Brighton Fishing Park to Ohio River
Ideal for beginning paddlers. Put in at New Brighton Fishing Park and paddle to the confluence with the Ohio River. Most of this section is no-wave. At the Ohio River paddlers can take out at either the Bridgewater Crossing Dock or the Rochester Launch. A careful of commercial and high speed recreational traffic on the Ohio River.



Legend
Dock Launch
Beach Launch
Ramp Launch
Road Bridge
Railroad Bridge
Hazard Area
USGS Stream Flow Gauge Station (Internet Accessible)
Important Bird Area (Audubon Society)
Public Restrooms
Parking
ADA Accessible
Storage Rack
Picnic Area
Food
Shopping
Historic Attraction
Camping
Riffles/Rapids
Dam Hazard Area
Bike Rack

To Learn more about the Ohio River Trail Council, or to become a member, please visit us online at:
www.ohiorivertail.org

Scan the QR code to the left to view our online interactive map.

Or join our social network:
www.facebook.com/#!/ohio.rail
www.twitter.com/OhioRvTrail
Ohio River Water Trail Map & Guide Copyright 2013

PADDLING SAFETY TIPS

- Wear your life jacket. Some 80% of all recreational boating fatalities happen to people who are not wearing a life jacket.
- Be prepared for the weather. Get a forecast before you go. Sudden winds and rain are common and can turn a pleasant trip into a risky, unpleasant venture.
- Never wear your seat belt or harness with your seat belt.
- Never take your boat over a low-head dam.
- Portage (carry) your boat around any section of water about which you feel uncertain.
- Never boat alone. Boating safety increases with numbers.
- Keep painter lines (ropes tied to the bow) and any other ropes clean and dry.
- Never tie a rope to yourself or to another paddler, especially a child.
- If in a canoe, kneel to increase your stability before entering rougher water, like a rapid.
- If you collide with an obstruction, lean toward it. This will usually prevent your capsizing or flooding the boat.
- File a float plan with a reliable person, indicating where you are going and when you will return. Remember to contact the person when you have returned safely.

DISCLAIMER

The Ohio River Trail Council (ORTC) disclaims any liability for accident, loss, injury, problems, inconvenience or other damage that may arise from reliance on the material contained in the ORTC Map & Guide. <http://www.ohiorivertail.org/index.php/orwt-map-a-guide> and Website: <http://www.ohiorivertail.org>

The ORTC and its partners assume no responsibility for the accuracy of any particular statement, map, or other information, or omissions, water and weather conditions, or changes in the rivers or creeks. The ORTC does not imply that river water quality is suitable for recreational use. The limited information found on the ORTC site does not constitute any form of advice. The ORTC gives no permission for the use of private land. Please respect the rights of landowners. The ORTC does not guarantee, approve, recommend or endorse any information, products, advertisements or establishments.

ADDITIONAL RESOURCES

- *EMERGENCY DIAL 911, DING - 1-800-253-7465**
- For information on lodging, dining, events & attractions:**
 - Beaver County www.visitbeavercounty.com
 - Allegheny County www.visitpittsburgh.com
- For information on camping:**
 - Raccoon Creek State Park, Pennsylvania www.dnr.state.pa.us/stparks/findpark/raccooncrreek
 - Beaver Creek State Park, Ohio www.dnr.state.pa.us/stparks/findpark/raccooncrreek

- (L) and (R) indicate the left or right riverbank when facing downstream.**
All river mileages are measured from the junction with the Ohio River upriver.
- 0.0 Pennsylvania Railroad Bridge, 1900
- 0.1 Logan Town - Historic Site
- 0.1 Beaver County Flag Plaza
- 0.1 R Beaver Area Heritage Museum
- 0.1 R Captain Rogers Marina
- 0.2 R Beaver Rochester Bridge, 1963
- 0.2 R State Route 16/68
- 0.2 R Rochester Landing Park
- 0.2 R Beaver Valley Rowing Association
- 0.2 R Bridgewater Landing Marina
- 0.3 R Grand Locks Numbers 16 & 17, Beaver Division Canal, 1834
- 0.3 R Bridgewater-Rochester Bridge, 1903
- 0.3 R Rochester Landing
- 0.4 L Kipp's Harbor
- 0.5 R **Bridgewater Riverfront Park Launch**
Riverside Drive near Fulton Street
(40.72427; -80.54327)
- 0.5 L Rochester Boat Club
- 0.6 L Historical Steam Marina
- 1.0 R Offshore Landing
- 1.0 R Scobey's Marina
- 1.0 R **Beaver Board Shop**
Stand-Up Paddleboard & Kayak Rental in Beaver County.
1420 Riverside Drive in Bridgewater, PA.
- 1.1 R Kelly's Inn
- 1.1 R **Bridgewater Beach Launch**
At the intersection of Sharon Road and Riverside Drive. (40.71007; -80.296607)
- 1.2 R Bruster's Real Ice Cream
- 1.2 R River Harbour Marina
- 1.4 R Veterans Memorial Bridge, 2004
- 1.4 L Beaver County YMCA
- 1.8 L **New Brighton Launch**
21st Street New Brighton, Pennsylvania Fish & Boat Commission Access Site requires launch permit.
(40.72032; -80.35593)
- 1.9 L New Brighton Boat Marina
- 2.0 R Beaver Valley Yacht Club
- 2.0 R **Admission Raffle Bed & Breakfast**
- 2.1 R River Rose Marina
- 2.1 R **Fallston Bridge, 1884**
- 2.4 L Mount Lock 15, Beaver Division Canal, 1834
- 2.8 L Meritt Art Gallery
- 2.8 L **New Brighton Fishing Park Launch**
See Ohio River Map & Guide, p. 14 (40.72032; -80.35593)
- 3.0 **Townsend Dam, 1913**
Portage from river left.
- 1.9 L New Brighton Boat Marina
- 2.0 R Beaver Valley Yacht Club
- 2.0 R **Admission Raffle Bed & Breakfast**
- 2.1 R River Rose Marina
- 2.1 R **Fallston Bridge, 1884**
- 2.4 L Mount Lock 15, Beaver Division Canal, 1834
- 2.8 L Meritt Art Gallery
- 2.8 L **New Brighton Fishing Park Launch**
See Ohio River Map & Guide, p. 14 (40.72032; -80.35593)
- 3.0 **Townsend Dam, 1913**
Portage from river left.

Beaver River
The Beaver River, also known as Big Beaver River and Beaver Creek, is a tributary of the Ohio River in western Pennsylvania. The Beaver River Watershed's southern end, approaching the Beaver's confluence with the Ohio River at Bridgewater and Rochester, PA, is home to a wide range of natural resources, including steep slopes, biological diversity zones, and riparian areas. Anglers will find a variety of fish including channel catfish, largemouth bass, muskellunge, northern pike, sauger, smallmouth bass, walleye and yellow perch. The flat waters of the non-wave Beaver River is exceptional for paddleboarding and kayaking.



New Brighton Fishing Park
Photo Credit: Vincent Troia

To Learn more about the Ohio River Trail Council, or to become a member, please visit us online at:
www.ohiorivertail.org

Scan the QR code to the left to view our online interactive map.

Or join our social network:
www.facebook.com/#!/ohio.rail
www.twitter.com/OhioRvTrail
Ohio River Water Trail Map & Guide Copyright 2013

OHIO REGISTRATION
Registrations are required for every recreational boat in Ohio, including canoes, kayaks, pedal boats, and inflated boats, as well as paddle boards.

For additional information please visit:
<http://ohiodnr.com/watersports/registration/ta>
or call 1-800-339-7465

Unpowered boats (canoes, kayaks, rowboats) using Pennsylvania Fish & Boat Commission or State Park or Forest access areas must either be registered OR carry a valid launch permit. Launch permits can be purchased through the Commission's website www.fishandboat.com (Click the "Ohio River" link) or at many state park offices.

All U.S. Coast Guard-approved wearable personal flotation device (PFD or life jacket) is required for each person on a powered boat. One throwable device (inflatable cushion or ring buoy) is required on boats 16 feet in length or longer. Canoes and kayaks, regardless of length, are not required to carry a throwable device.

From November 1 through April 30, boaters must wear life jackets on boats less than 16 feet in length or any canoe or kayak during these months.

Life jackets must be the appropriate size for the person intended and must be in good, serviceable condition.

Life jackets must be worn by all persons 12 years old and younger on all boats 20 feet or less in length while under way, and on all canoes and kayaks. Others are strongly encouraged to wear a PFD at all times on the water.

All boats must display an anchor light (a white light visible 360 degrees) when at anchor between sunset and sunrise. Boats can use a lantern or dip-candle battery-powered unit to meet this requirement.

Unpowered boats must carry a white light, either hand-held or installed, to be displayed in time to avoid a collision between sunset and sunrise and during restricted visibility.

All powered boats must show running lights between sunset and sunrise. All boats are required to carry a sound-producing device.

Motorboats less than 40 feet in length must carry some mechanical means of making a sound signal. This device may be hand-, mouth- or power-operated. An athletic coach's whistle is an acceptable device.

Operation of unpowered boats (canoes, kayaks, rowboats, paddleboards) are required to carry a device capable of sounding a prolonged blast for 4-6 seconds that can be heard by another boat operating in time to avoid a collision. An athletic coach's whistle is acceptable.

All motorboats must be registered, regardless of where they launch.

Operation of motorboats is prohibited on any canals and kaysals under the influence of alcohol or drugs is illegal. This law is strongly enforced for user safety. For further information on boating regulations, contact the Pennsylvania Fish & Boat Commission at www.fishandboat.com



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GTRP Web Application #8066192

Appendix I Exhibit 1H

Project Narrative

H. Description of the existing greenways, recreational, or trail facilities in the area to be served by the project.

The Ohio River Trail Council (ORGT) Greenways, Trails and Recreation Program (GTRP) application is very important to the success of the Ohio River Greenway Trail (ORGT) Phase III Project.

This project is part of a developing forty-one mile multi-use land trail along the Ohio River and its tributaries. The corridor runs from Coraopolis, Pa to Ohioville, Pa and terminates at the U.S. Public Land Survey "Point of Beginning," a National Historic Landmark located near the three-way intersection of Ohio, Pennsylvania and the northern tip of West Virginia.

The intent of the ORGT Phase III Part 1 is to construct the southernmost section of the Little Beaver Creek Greenway from Lisbon, Ohio to Ohioville, Pa, which is part of the "Great Ohio Lake-to-River Greenway" (GOLTRG).

When realized, the 110-mile multi-modal transportation corridor will connect Lake Erie to the Ohio River. The Great Ohio Lake-to-River Greenway begins on the shores of Lake Erie at Ashtabula Harbor, passes through Ashtabula, Trumbull, Mahoning, Columbiana, and Beaver Counties, and ends at the banks of the Ohio River at Ohioville and Glasgow, Pa. The Great Ohio Lake-to-River Greenway is approximately 80% complete.

This missing gap also referred to the Smiths Ferry Trail portion of the Ohio River Greenway Trail because it follows the abandoned Smiths Ferry Branch right of way of the Youngstown & Pittsburgh Railway. The ORTC has been collaborating with Dorothea Betz, Chairman of the Columbiana County Park District in Ohio with respect to the completion of the Little Beaver Creek Greenway into Beaver County, Pennsylvania for several years. In addition, this connection provides the most expeditious and economical way to provide Beaver County residents access to a major greenway system.



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Furthermore, the ORGT Phase III is a vital section of a multi-state and nationally significant linear park system. The ORGT will unite the "Great Ohio Lake-to-River Greenway" in Columbiana County, Ohio to the celebrated "Great Allegheny Passage" in Allegheny County, Pennsylvania and the "Chesapeake & Ohio Canal Towpath Trail" in Allegany County, Maryland forming a 500+-mile mega-trail from the Great Lakes region to the east coast and our nation's capital in Washington D.C.

In addition, the Ohio River Trail Council is a member of the Industrial Heartland Trails Coalition, which is a group of trail builders and supporters collaborating to complete and connect a five-state trail network. The accomplished linkage would make up the largest shared use trail system in North America. The Smiths Ferry Trail is a segment of the Industrial Heartland Trails, which are 53% complete. The Ohio River Greenway Trail specifically forms a portion of the Cleveland/Ashtabula to Pittsburgh Trail of the Industrial Heartland Trails Network.

With respect to the development of park and recreation areas, this acquisition of the three parcels will expand Ohioville's Lock 57 Community Park, which lies just across Little Beaver Creek. In 1848, the Sandy and Beaver Canal utilizing the Little Beaver Creek linked the Ohio River with the Ohio & Erie Canal. Remnants of the once thriving canal system are present throughout the region. The historical Lock 54 remnant in Pennsylvania is within walking distance of this parcel.

Lock 57 Park, Beaver Creek State Park, Pennsylvania State Game Lands #173, and nearby Beaver Creek State Forest provide opportunities for where visitors can enjoy camping, fishing, horseback riding, and picnicking. Stream fishing in the Little Beaver Creek is excellent for smallmouth bass and rock bass.

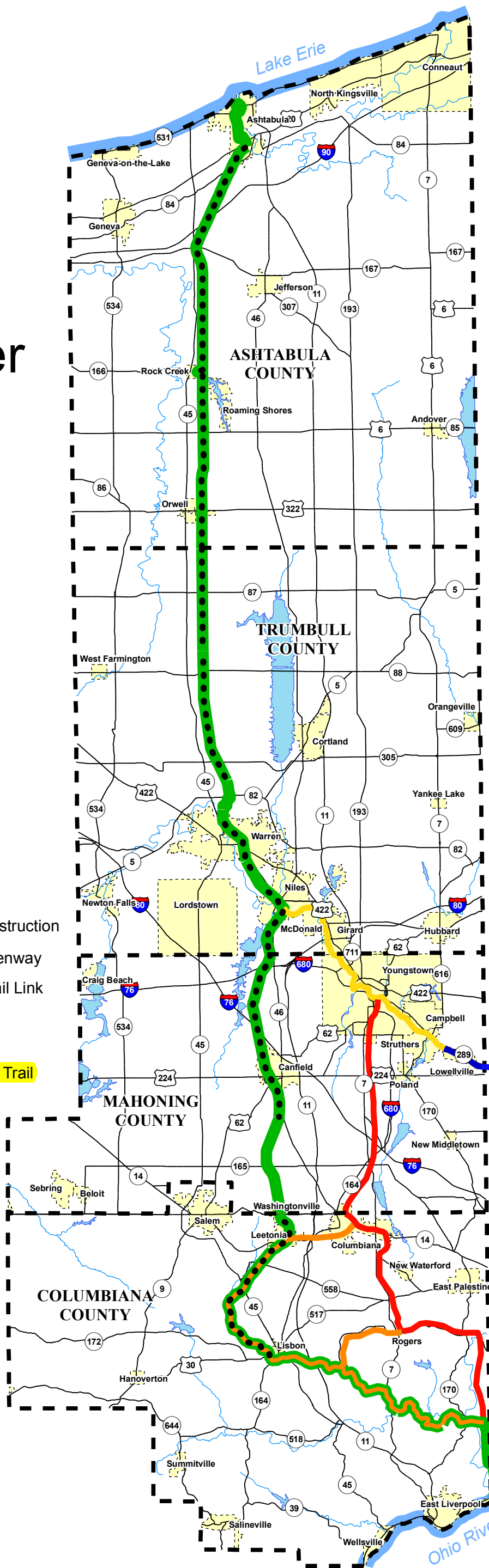
ORTG Phase III Part 1 project will preserve natural landscape, safeguard wildlife diversity, and provide vital habitat corridors thereby offering possibilities for bicycling, birding, butterflying, deer spotting, fishing, hiking or enjoying the spring wildflowers or the peak autumn colors.



Abandoned Smiths Ferry Branch, Ohioville, Pa

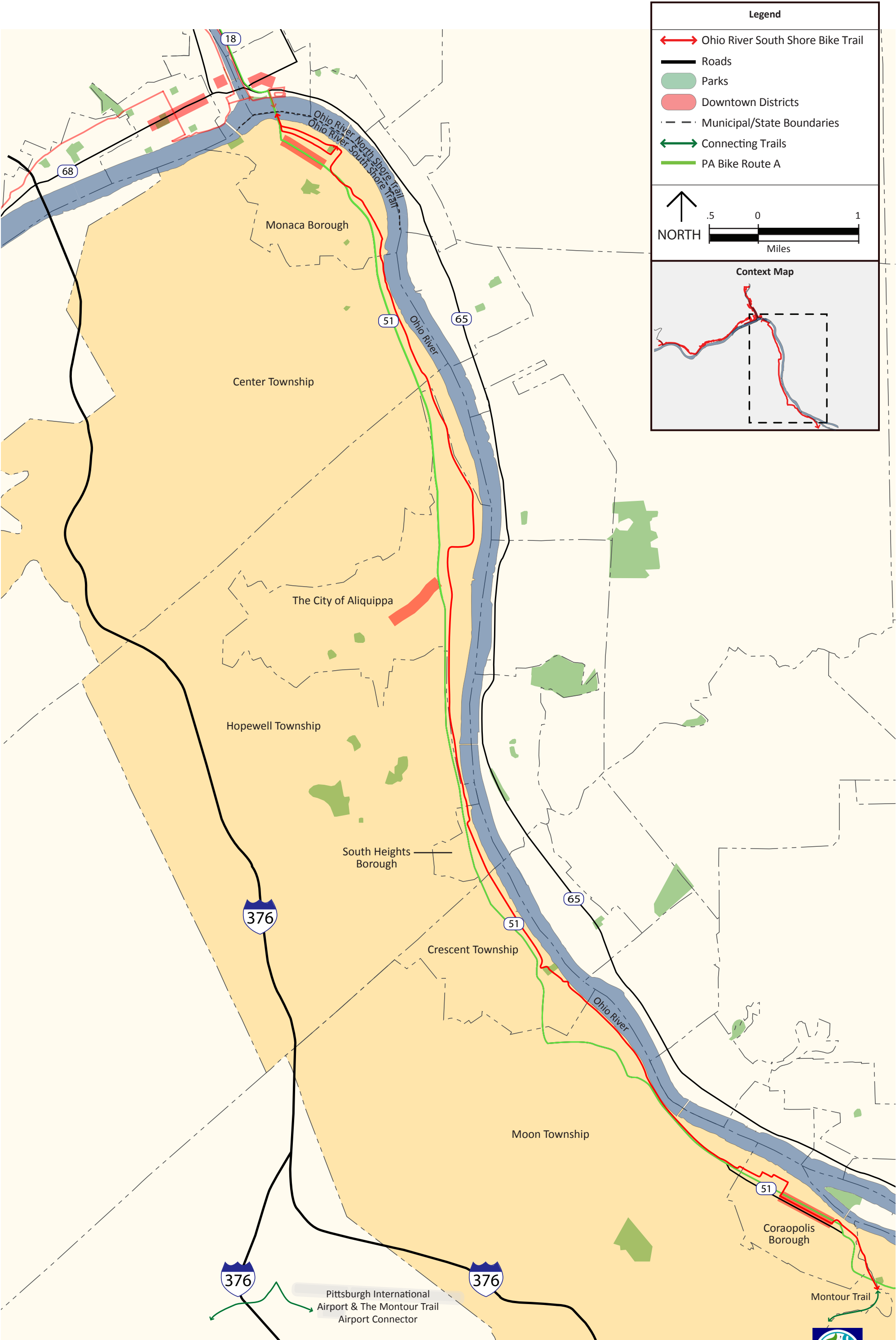
Great Ohio Lake-to-River Greenway Bike Trail

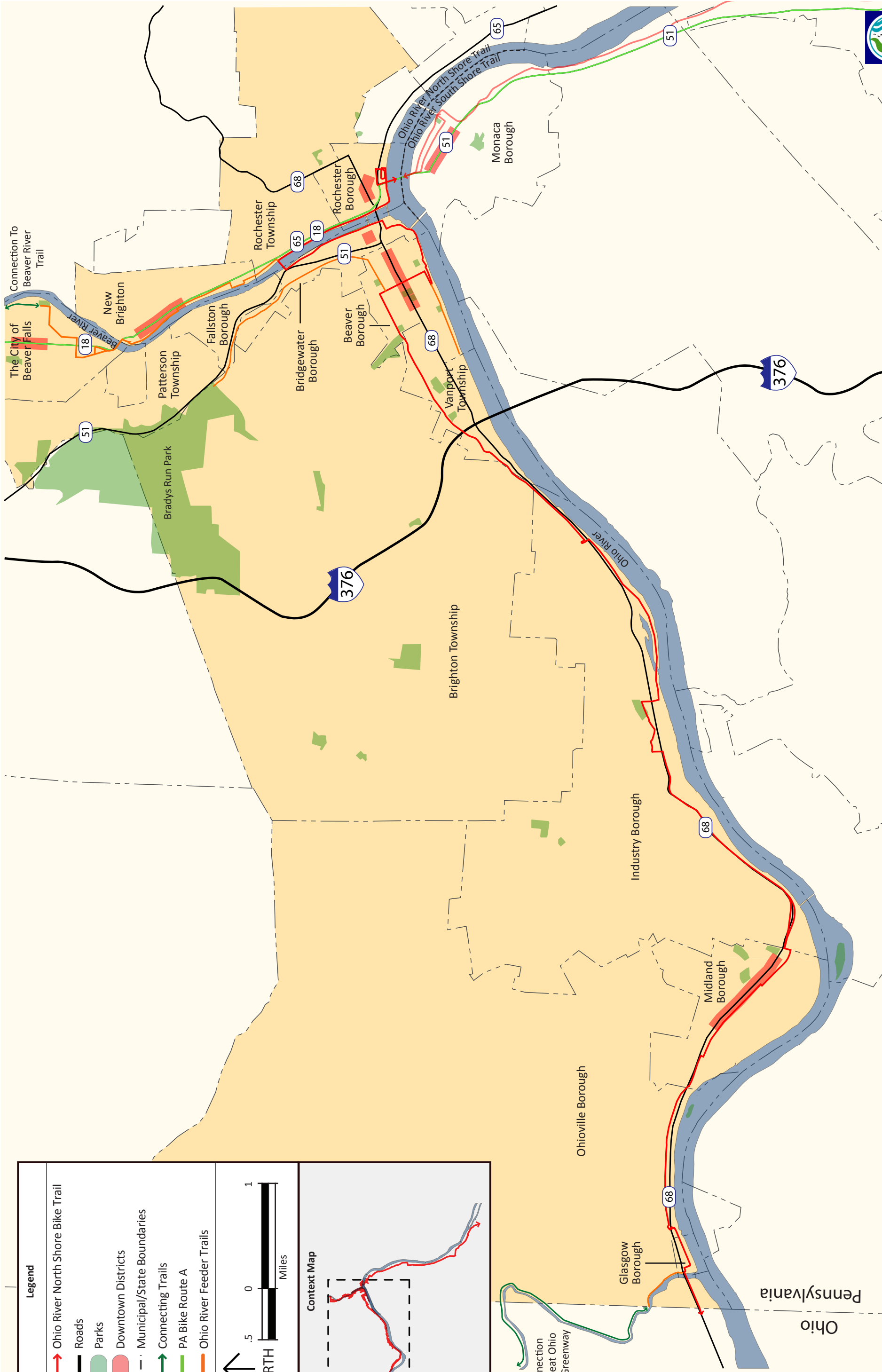
- Completed Trail or Under Construction
- Great Ohio Lake-to-River Greenway
- Youngstown Southern Rail-Trail Link
- Mahoning River Corridor
- Stavich Trail
- Little Beaver Creek Greenway Trail



Stavich Trail

**Ohio River
Greenway
Trail**







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GTRP Web Application #8066192 Appendix I Exhibit 2

Consider this document as a statement as to the estimated cost of the project with a copy of the Sales Agreement and Buyers Estimated Costs and Deposit Money Notice that verifies the project cost estimates.

The Appraisal Cost is \$1600, which is paid in full.

Summary of Total Monies Needed for the Sale of Vacant Land

- Purchase Price.....\$209,550
- Estimated Closing Costs.....\$004,400
- Total Cash Required.....\$213,950
- Less Deposits.....\$001,000
- Balance Due at Settlement.....\$212,950

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

ASVL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

PARTIESBUYER(S): Ohio River Trail CouncilSELLER(S): H. Richard Lewis

BUYER'S MAILING ADDRESS:

1100 Pennsylvania Ave
Monaca, PA 15061

SELLER'S MAILING ADDRESS:

100 Lincoln Hwy
Imperial, PA 15126**PROPERTY**

PROPERTY ADDRESS Tuscarawas Road Ohioville Boro
69.85 acres, 3 parcels ZIP 15052
 in the municipality of Ohioville, County of _____
 in the School District of Western Beaver, in the Commonwealth of Pennsylvania.
 Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date): 71-170-0113.P00, 71-170-0113.002, & 71-170-0118.000 3 parcels

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER☐ No Business Relationship (Buyer is not represented by a broker)Broker (Company) RE/MAX Select RealtyLicensee(s) (Name) Mindy McKeeCompany Address 1667 Rt 228 Ste 2
Cranberry Twp, PA 16066

Direct Phone(s) _____

Company Phone 724-933-6300Cell Phone(s) 412-974-2291Company Fax 724-776-5579

Fax _____

Broker is:

Email mckee@zoominternet.net

- ☐ Buyer Agent (Broker represents Buyer only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) is:

- ☐ Buyer Agent with Designated Agency
☐ Buyer Agent without Designated Agency
☐ Dual Agent (See Dual and/or Designated Agent box below)

☒ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)**SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**☒ No Business Relationship (Seller is not represented by a broker)

Broker (Company) _____

Licensee(s) (Name) _____

Company Address _____

Direct Phone(s) _____

Company Phone _____

Cell Phone(s) _____

Company Fax _____

Fax _____

Broker is:

Email _____

- ☐ Seller Agent (Broker represents Seller only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) is:

- ☐ Seller Agent with Designated Agency
☐ Seller Agent without Designated Agency
☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)**DUAL AND/OR DESIGNATED AGENCY**

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: SDASVL Page 1 of 11
Revised 2/12Seller Initials: HRL

1 **1. By this Agreement, dated** April 28, 2014 July 25, 2014 (K) HSH
2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
3 **2. PURCHASE PRICE AND DEPOSITS (2-12)**
4 (A) Purchase Price \$ \$209,550.00
5 (Two Hundred Nine Thousand Five Hundred Dollars and 00/100 U.S. Dollars), to be paid by Buyer as follows:
6
7 1. Deposit at signing of this Agreement: \$
8 2. Deposit within 10 days of the Execution Date of this Agreement: \$ 1,000.00
9 3. \$
10 4. Remaining balance will be paid at settlement.
11 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
12 within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
13 sonal check.
14 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
15 (unless otherwise stated here: RE/MAX Select Realty),
16 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or ter-
17 mination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of
18 the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this
19 Agreement.
20 **3. SELLER ASSIST (If Applicable) (2-12)**
21 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
22 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is
23 approved by mortgage lender.
24 **4. SETTLEMENT AND POSSESSION (2-12)**
25 (A) Settlement Date is contingent on receipt of grant money by April 30, 2015, or before if Buyer and Seller agree.
26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
27 Buyer and Seller agree otherwise.
28 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
29 current taxes (see Notice Regarding Real Estate Taxes); rents; interest on mortgage assumptions; water and/or sewer fees, together
30 with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and
31 including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____
32
33 (D) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
34
35 (E) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
36
37 (F) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
38 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
39 is subject to a lease.
40 (G) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
41 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller
42 will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
43 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
44 **5. DATES/TIME IS OF THE ESSENCE (2-12)**
45 (A) Written acceptance of all parties will be on or before: June 15, 2014 (K) HSH
46 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
47 essence and are binding.
48 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by sign-
49 ing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding
50 the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be ini-
51 tialled and dated.
52 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
53 ment of the parties.
54 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
55 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
56 to all parties.
57 **6. ZONING (1-10)**
58 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdivi-
59 dable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
60 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
61 **Zoning Classification:** _____

62 Buyer Initials: (K) HSH

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7. **FIXTURES AND PERSONAL PROPERTY (5-01)**

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens. Also included: None

(B) The following items are LEASED (not owned by Seller): Hall

(C) EXCLUDED fixtures and items: _____

8. **MORTGAGE CONTINGENCY (2-12)**

☒ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

☐ **ELECTED.**

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property

Loan Amount \$ _____

Minimum Term _____ years

Type of mortgage _____

For:

☐ Land acquisition only

☐ Land acquisition and construction

☐ Other _____

Loan-To-Value (LTV) ratio not to exceed _____ %

Mortgage lender _____

Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

Second Mortgage on the Property

Loan Amount \$ _____

Minimum Term _____ years

Type of mortgage _____

For:

☐ Land acquisition only

☐ Land acquisition and construction

☐ Other _____

Loan-To-Value (LTV) ratio not to exceed _____ %

Mortgage lender _____

Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

(B) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(C) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application (including payment for and ordering of appraisal and credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.

(D) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including delay of the appraisal), fails to lock in interest rate(s) as stated in Paragraph 8(B), or otherwise causes the lender to reject, refuse to approve or issue a mortgage loan commitment.

(E) 1. **Mortgage Commitment Date:** _____. Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

2. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.

3. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:

- Does not satisfy the terms of Paragraph 8(A), OR
- Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(E)(1), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

4. If this Agreement is terminated pursuant to Paragraphs 8(E)(2) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

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the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:

a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR

b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(F)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (2-12)

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

10. SELLER REPRESENTATIONS (2-12)

(A) Status of Water

Seller represents that the Property is served by:

☐ Public Water ☐ Community Water ☐ On-site Water ☒ None ☐

(B) Status of Sewer

Seller represents that the Property is served by:

☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)

☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)

☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

☒ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

(C) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(D) ☐ Property, or a portion of it, is preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions):

☒ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)

☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. § 901 et seq.)

☐ Other _____

(E) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

(F) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

12. INSPECTIONS (2-12) (See Notices Regarding Property and Environmental Inspections)

(A) Rights and Responsibilities

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.

2. Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other provision of this Agreement.

3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or reimbursing Seller for any loss of value.

4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.

5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

Buyer Initials: AS

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Seller Initials: ABL

- (B) Buyer waives or elects at Buyer's expense to have the following Inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Notice Regarding the Home Inspection Law)
- (C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a Written Corrective Proposal(s) to Seller, according to the terms of Paragraph 13(B).

Property Inspections and Environmental Hazards

Elected Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select.

Waived

Water Service

Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Waived

Connection to Off-Site Water Source

Elected Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service Provider): _____ (See Paragraph 14)

Waived

On-Lot Sewage (If Applicable)

Elected Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

Waived

Connection to Off-Site Sewage Disposal System

Elected Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name of Service Provider): _____ are acceptable to Buyer. (See Paragraph 15)

Waived

Property Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date.

Waived

Property Boundaries

Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Waived

Deeds, Restrictions and Zoning

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____

Waived

Other

Elected _____

Waived

The Inspections elected above do not apply to the following existing conditions and/or items: _____

13. INSPECTION CONTINGENCY (2-12)

- (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C), except the following:

Inspection(s)

Contingency Period

days

days

days

days

- (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, within the stated Contingency Period:

1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 25 of this Agreement, OR

Buyer Initials: _____

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Seller Initials: _____

3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

- a. No later than _____ days (5 if not specified) from the end of the Contingency Period(s), Seller will inform Buyer in writing that Seller will:
- (1) Satisfy all the terms of Buyer's Proposal(s), OR
 - (2) Not satisfy all the terms of Buyer's Proposal(s)
- b. If Seller agrees to satisfy the terms of Buyer's Proposal, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.
- c. Within _____ days (2 if not specified) of the receipt of written notification that Seller will not satisfy all terms of Buyer's Proposal, or the time stated in paragraph 13(B)(3)(a) if Seller fails to choose either option in writing, whichever occurs first, Buyer will:
- (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement, OR
 - (3) Enter into a mutually acceptable written agreement with Seller, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

If Buyer fails to respond within the time stated in Paragraph 13(B)(3)(c) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:
- 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement, OR
 - 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 26 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY

- ☐ NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system.
- ☒ WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 26 of this Agreement.
- ☐ ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
- 1. Within the contingency Period, Buyer will make a completed, written application for municipal approval for the installation of an on-site water system from _____ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
 - 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
 - 3. If final, unappealable approval is not obtained by _____, Buyer will:
 - a. Accept the Property and agree to the the RELEASE in paragraph 26 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 24 of this Agreement, OR
 - c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in paragraph 26 of this Agreement.

Buyer Initials: AS

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Seller Initials: HAL

320 **15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY**

- 321 ☐ NOT APPLICABLE. The Property has an existing sewage disposal system.
- 322 ☒ WAIVED. Buyer understands and acknowledges that Buyer has the option to make this Agreement contingent on receiving
323 municipal approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and
324 agrees to the RELEASE in paragraph 26 of this Agreement.
- 325 ☐ ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
- 326 1. Within the Contingency Period, ☐ Buyer or ☐ Seller will make a completed, written application for municipal
327 approval for the installation of an individual on-lot sewage disposal system from _____
328 _____ (municipality). Buyer will pay for applications, legal representation,
329 and any other costs associated with the application and approval process.
- 330 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
- 331 3. If final, unappealable approval is not obtained by _____, Buyer will:
- 332 a. Accept the Property and agree to the RELEASE in paragraph 26 of this Agreement, OR
- 333 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
334 paragraph 24 of this Agreement, OR
- 335 c. Enter into a mutually acceptable written agreement with Seller, as acceptable to the lender(s), if any.
- 336 If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not
337 terminate the Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the
338 terms of the RELEASE in paragraph 26 of this Agreement.

339 **16. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (2-12)**

- 340 (A) In the event any notices, including violations, and/or assessments are received after Seller has signed this Agreement and before
341 settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assess-
342 ments to Buyer and will notify Buyer in writing that Seller will:
- 343 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
344 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 345 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
346 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
347 that Buyer will:
- 348 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
349 Paragraph 26 of this Agreement, OR
- 350 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
351 Paragraph 24 of this Agreement.
- 352 If Buyer fails to respond within the time stated in Paragraph 16(A)(2) or fails to terminate this Agreement by written notice
353 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.
- 354 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
355 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
356 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
357 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
- 358 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
359 copy of the notice to Buyer and notify Buyer in writing that Seller will:
- 360 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required
361 repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 362 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
363 notify Seller in writing within 5 DAYS that Buyer will:
- 364 (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
365 will not be unreasonably withheld, OR
- 366 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
367 of Paragraph 24 of this Agreement.
- 368 If Buyer fails to respond within the time stated in Paragraph 16(B)(1)(b) or fails to terminate this Agreement by
369 written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph
370 26 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the
371 terms of the notice provided by the municipality.
- 372 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before
373 Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by
374 written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
- 375 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller
376 will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 16(B)(3) will survive settlement.

377 Buyer Initials: HA

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Seller Initials: HNL

17. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (2-12)

Property is NOT part of a Planned Community unless checked below.

☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act (see Notice Regarding Condominiums and Planned Communities). Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in section 5407(a) of the Act.

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.

- (A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
- (C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 of this Agreement.
- (D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

18. TITLES, SURVEYS AND COSTS (2-12)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) ~~will be obtained and paid for by Seller.~~ Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 16(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. ~~Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 18(B) items (1), (2), (3) and in Paragraph 18(C).~~

- (E) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☒ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached.

(F) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

- (G) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here (see Notice Regarding Private Transfer Fees):

☐ Private Transfer Fee Addendum (PAR form PTF) is attached.

19. MAINTENANCE AND RISK OF LOSS (2-12)

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any system or appliance included in the sale of Property fails before settlement, Seller will:
1. Repair or replace the failed system or appliance before settlement, OR
 2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance.

Buyer Initials: [Signature]

ASVL Page 8 of 11
Revised 2/12

Seller Initials: [Signature]

3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
- Accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 19(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
- Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (2-12)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. REPRESENTATIONS (2-12)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (2-12)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 - If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
 - According to the terms of a final order of court.
 - According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after the Settlement Date stated in Paragraph 4(A), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

506 Buyer Initials: AS

ASVL Page 9 of 11
Revised 2/12

Seller Initials: HL

- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) **Unless otherwise checked in Paragraph 24(G),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

25. MEDIATION (2-12)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of REALTORS®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

27. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 15.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. SPECIAL CLAUSES (2-12)

(A) **The following are part of this Agreement if checked:**

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- ☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- ☐ Appraisal Contingency Addendum (PAR Form ACA)

☐ _____

☐ _____

☐ _____

Buyer Initials: MS

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Revised 2/12

Seller Initials: HRL

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(B) Additional Terms:

This sales contract is contingent on ORTC being awarded grant money sufficient to purchase the land.

Ohio River Trail Council

The seller is retaining all oil, gas and mineral sub surface rights. see OGM

HKL 8/28/14

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

Buyer has read and understands the notices and explanatory information in this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER

[Signature]
Ohio River Trail Council

DATE

8/28/14

BUYER

DATE

BUYER

DATE

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

Seller has read and understands the notices and explanatory information in this Agreement.

SELLER

A Richard Lewis

DATE

5-2-2014

SELLER

DATE

SELLER

DATE

recd 7/25/14 mmm

**OIL, GAS AND MINERAL RIGHTS DISCLOSURE AND
ADDENDUM TO AGREEMENT OF SALE**

OGM

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

PROPERTY Tuscarawas Road Ohioville Boro

SELLER H Richard Lewis

BUYER ORTC

the following section is to be completed by Seller to indicate the Seller's knowledge of and intentions about the oil, gas, and/or mineral rights for the Property.

1. Oil, Gas and Mineral Rights Excepted

(A) ☒ Seller is not aware of any oil, gas and/or mineral rights that have been previously transferred by Seller or a previous owner of the Property.

☐ Seller is aware that the following oil, gas and/or mineral rights have been previously transferred by Seller or a previous owner of the Property (exceptions) and is not transferring them to Buyer:

(B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that have been excepted. Seller will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.

2. Seller's Reservation of Oil, Gas and Mineral Rights

(A) ☐ Seller is not reserving oil, gas, and/or mineral rights.

☒ Seller is reserving an undivided 100 % interest in the Seller's non-excepted oil, gas and mineral rights for the property and is not transferring them to Buyer. This reservation will be executed in its entirety at settlement, unless checked below.

~~Seller will reserve oil, gas, and/or mineral rights according to a schedule, which is attached.~~ only HRL

(B) Seller's reservation does not apply to domestic free gas and surface damage rights, which are set forth below.

(C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that are reserved by Seller. Seller will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.

3. Domestic Free Gas

Seller will convey to Buyer _____ % of the domestic free gas rights to the Buyer.

4. Surface Damages

Seller will convey to Buyer the exclusive right to receive compensation for any and all surface damages, which include, but are not limited to, pipeline rights of way, well pad sites, compressor sites and standing marketable timber.

5. Documentation

Seller has attached to this Addendum copies of all written oil, gas, and/or mineral rights leases and other documents (e.g., royalty agreements) within Seller's possession having to do with past transfers of these rights, as follows:

Sub surface rights only HRL 7/28/14

SELLER H Richard Lewis

DATE 5-2-2014

SELLER

DATE

SELLER

DATE

The following section is to be completed by Buyer and signed by Buyer and Seller as an addendum to an agreement of sale.

6. Seller's Knowledge

The exceptions listed above are to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral rights for the Property that have been previously transferred. Buyer is advised to conduct a full examination of oil, gas and/or mineral rights for the Property.

7. Examination of Oil, Gas and Mineral Rights

☒ **WAIVED.** Buyer has the option to conduct an unlimited title examination and/or any other investigation to determine the status of oil, gas and/or mineral rights pertaining to the Property. Buyer WAIVES THIS OPTION and agrees to the terms of the RELEASE paragraph of the Agreement of Sale.

☐ **ELECTED.** Contingency Period: _____ days (30 if not specified) from the Execution Date of the Agreement of Sale.

(A) Within the Contingency Period, Buyer, at Buyer's expense, may undertake a title examination of unlimited years and/or take whatever action(s) Buyer deems necessary to determine whether oil, gas and/or mineral rights will pass with transfer of title from Seller to Buyer, and if not, to determine the extent and manner by which these rights are affected.

(B) If the title examination performed by or on behalf of Buyer reveals Seller's inability to convey full and marketable title to oil, gas and/or mineral rights (except for the exceptions stated above) to Buyer, Buyer will, within the Contingency Period:

1. Accept the Property with such title as Seller can give and agree to the terms in the RELEASE paragraph of the Agreement of Sale, OR
2. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale.

Buyer Initials: AS

OGM Page 1 of 2

Seller Initials: HRL



Pennsylvania Association of REALTORS®

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1/12

BUYER'S ESTIMATED COSTS AND DEPOSIT MONEY NOTICE

BEC

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PROPERTY Tuscarawas Road Ohioville - HR Lewis Property
 BUYER ORTC
 SETTLEMENT DATE _____ PURCHASE PRICE \$ 209,550.00

1. Title
 - (A) Title Search/Insurance \$ 1450.00
 - (B) Closing Protection Letter \$ 80.00
 - (C) Title Endorsements \$ 150.00
 - (D) Mechanics Lien Insurance \$ _____
 - (E) Settlement/Notary Fees \$ 150.00
 - (F) Recording Fees (Mortgage/Deed) \$ _____
 - (G) Transfer Tax \$ 2095
 - (H) Survey \$ _____
 - (I) Domestic Lien Search \$ _____
 - (J) "Patriot Act" Search \$ _____
 - (K) \$ 125
2. Broker's Fee \$ 350
3. Property Insurance (e.g., Homeowner's Insurance)
 - (A) First Year's Premium ? \$ _____
 - (B) Lender Escrow \$ _____
4. Adjustments (+/-)
 - (A) School Tax \$ _____
 - (B) County Tax \$ _____
 - (C) Municipal Tax \$ _____
 - (D) Lender Escrows \$ _____
 - (E) Association Fees (prorations) \$ _____
 - (F) Association Fees (capital contributions, etc.) \$ _____
 - (G) Lienable Utilities \$ _____
5. Inspection Fees
 - (A) Property Inspection \$ _____ *
 - (B) Wood Infestation \$ _____ *
 - (C) Radon \$ _____ *
 - (D) Water \$ _____ *
 - (E) Sewer \$ _____ *
 - (F) Other (e.g., lead paint) \$ _____ *
6. Lender
 - (A) Fees Charged as Percentage of Loan \$ _____ *
 - (B) Appraisal & Credit Report(s) \$ _____ *
 - (C) Mortgage Insurance Lender Escrow \$ _____
 - (D) Mortgage Insurance Premium \$ _____ **
 - (E) VA Funding Fee \$ _____ **
 - (F) Preparation Mortgage Documents \$ _____
 - (G) Interest from settlement date until end of month, at \$ _____ per day \$ _____
 - (H) Miscellaneous Fees (e.g., flood cert., tax service, courier, etc.) \$ _____
 - (I) \$ _____
7. Home Warranty \$ _____
8. Other \$ _____

Estimated Costs \$ 4400.00

First Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: ☐ Fixed Rate ☐ Adjustable Rate

Based on \$ _____, for _____ years,
 at the following rate(s): _____ %
 Principal and Interest \$ _____ \$ _____
 Taxes \$ _____ \$ _____
 Property Insurance \$ _____ \$ _____
 Mortgage Insurance Premium \$ _____ \$ _____
 Condo/Homeowner's Assoc. Fees \$ _____ \$ _____
 Estimated Total \$ _____ \$ _____

Second Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: ☐ Fixed Rate ☐ Adjustable Rate

Based on \$ _____, for _____ years,
 at the following rate(s): _____ %
 Principal and Interest \$ _____ \$ _____
 Combined Total \$ _____ \$ _____

(Total of first & second mortgages)

If the interest rate is higher or lower than shown above, the total monthly payments will be higher or lower. Consult the mortgage lender for more information about mortgage costs and terms.

SUMMARY OF TOTAL MONIES NEEDED

Purchase Price \$ 209,550.00
 Estimated Costs (from left column, incl. MIP & VA Funding Fee, if any) \$ 4400.00
TOTAL CASH REQUIRED (subtotal) \$ 213,950.00
 Less Mortgage Amt. (including MIP & VA Funding Fee, if financed) \$ _____
 Less Seller Assist and Credits (if any) \$ _____
 Less Deposits (if any) \$ 1000.00
BALANCE DUE AT SETTLEMENT \$ 212,950.00

NOTE: Fees from the left column paid before settlement will be subtracted from this amount.

DEPOSIT MONEY NOTICE TO BUYER (if applicable)

LISTING BROKER (Broker for Seller): _____

SELLING BROKER:

1. Listing Broker is a Pennsylvania licensed real estate broker who is required to hold your sales deposit in escrow.
2. Selling Broker is accepting your deposit on behalf of and for transfer to the Listing Broker.
3. If the deposit is in the form of a check, the check must be made payable to the Listing Broker.

* payment may be required before settlement ** usually financed in mortgage amount

Buyer understands that the estimated costs are based on the best information available at this date and may be higher or lower at settlement.

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____
 BROKER (Company Name) _____
 PROVIDED BY (Licensee) _____ DATE _____



Pennsylvania Association of REALTORS®
 The Voice for Real Estate in Pennsylvania

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 10/05

55 **8. Delivery of Reservation Language**

56 Seller will, within _____ days (15 if not specified) furnish to Buyer the reservation language that will appear in the deed that con-
57 veys title to the Property to Buyer. If this reservation language does not reflect the terms in paragraphs 2 through 4 above, Seller
58 may be in default of the Agreement of Sale.

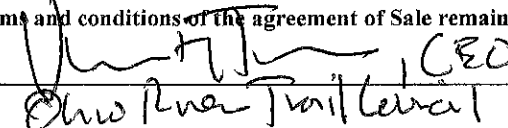
59 **9. Buyer's Review of Reservation Language**

60 Upon receiving the reservation language, or if Seller fails to provide reservation language within the time stated, Buyer will, within
61 _____ days (15 if not specified):

- 62 (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
63 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms
64 of the Agreement of Sale, OR
65 (C) Enter into a mutually acceptable written agreement with Seller.

66 **If Buyer and Seller do not reach a written agreement during the time stated in this paragraph, and Buyer does not ter-
67minate the agreement of Sale by written notice to Seller within that time, Buyer accepts the Property and agrees to the
68 terms in the release paragraph of the agreement of Sale.**

69 **All other terms and conditions of the agreement of Sale remain unchanged and in full force and effect.**

70 **BUYER**  CEO **DATE** 4/28/14

71 **BUYER** _____ **DATE** _____

72 **BUYER** _____ **DATE** _____

73 **SELLER** H Richard Linn **DATE** 5-2-2014

74 **SELLER** _____ **DATE** _____

75 **SELLER** _____ **DATE** _____

Recd 7/25/14 mm

Buyer Initials:  / _____

Seller Initials:  / _____

BUYER'S ESTIMATED COSTS AND DEPOSIT MONEY NOTICE

BEC

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PROPERTY Tuscarawas Road Ohioville - HR Lewis Property
 BUYER ORTC
 SETTLEMENT DATE _____ PURCHASE PRICE \$ 209,550.00

1. Title
 - (A) Title Search/Insurance \$ 1450.00
 - (B) Closing Protection Letter \$ 80.00
 - (C) Title Endorsements \$ 150.00
 - (D) Mechanics Lien Insurance \$ _____
 - (E) Settlement/Notary Fees \$ 150.00
 - (F) Recording Fees (Mortgage/Deed) \$ _____
 - (G) Transfer Tax \$ 2095
 - (H) Survey \$ _____
 - (I) Domestic Lien Search \$ _____
 - (J) "Patriot Act" Search \$ _____
 - (K) \$ 125
2. Broker's Fee \$ 350
3. Property Insurance (e.g., Homeowner's Insurance)
 - (A) First Year's Premium ? \$ _____
 - (B) Lender Escrow \$ _____
4. Adjustments (+/-)
 - (A) School Tax \$ _____
 - (B) County Tax \$ _____
 - (C) Municipal Tax \$ _____
 - (D) Lender Escrows \$ _____
 - (E) Association Fees (prorations) \$ _____
 - (F) Association Fees (capital contributions, etc.) \$ _____
 - (G) Lienable Utilities \$ _____
5. Inspection Fees
 - (A) Property Inspection \$ _____ *
 - (B) Wood Infestation \$ _____ *
 - (C) Radon \$ _____ *
 - (D) Water \$ _____ *
 - (E) Sewer \$ _____ *
 - (F) Other (e.g., lead paint) \$ _____ *
6. Lender
 - (A) Fees Charged as Percentage of Loan \$ _____ *
 - (B) Appraisal & Credit Report(s) \$ _____ *
 - (C) Mortgage Insurance Lender Escrow \$ _____
 - (D) Mortgage Insurance Premium \$ _____ **
 - (E) VA Funding Fee \$ _____ **
 - (F) Preparation Mortgage Documents \$ _____
 - (G) Interest from settlement date until end of month, at \$ _____ per day \$ _____
 - (H) Miscellaneous Fees (e.g., flood cert., tax service, courier, etc.) \$ _____
 - (I) \$ _____
7. Home Warranty \$ _____
8. Other \$ _____

Estimated Costs \$ 4400.00

First Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: ☐ Fixed Rate ☐ Adjustable Rate

Based on \$ _____, for _____ years,
 at the following rate(s): _____ %
 Principal and Interest \$ _____ \$ _____
 Taxes \$ _____ \$ _____
 Property Insurance \$ _____ \$ _____
 Mortgage Insurance Premium \$ _____ \$ _____
 Condo/Homeowner's Assoc. Fees \$ _____ \$ _____
 Estimated Total \$ _____ \$ _____

Second Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: ☐ Fixed Rate ☐ Adjustable Rate

Based on \$ _____, for _____ years,
 at the following rate(s): _____ %
 Principal and Interest \$ _____ \$ _____
 Combined Total \$ _____ \$ _____

(Total of first & second mortgages)

If the interest rate is higher or lower than shown above, the total monthly payments will be higher or lower. Consult the mortgage lender for more information about mortgage costs and terms.

SUMMARY OF TOTAL MONIES NEEDED

Purchase Price \$ 209,550.00
 Estimated Costs (from left column, incl. MIP & VA Funding Fee, if any) \$ 4400.00
TOTAL CASH REQUIRED (subtotal) \$ 213,950.00
 Less Mortgage Amt. (including MIP & VA Funding Fee, if financed) \$ _____
 Less Seller Assist and Credits (if any) \$ _____
 Less Deposits (if any) \$ 1000.00
BALANCE DUE AT SETTLEMENT \$ 212,950.00

NOTE: Fees from the left column paid before settlement will be subtracted from this amount.

DEPOSIT MONEY NOTICE TO BUYER (if applicable)

LISTING BROKER (Broker for Seller): _____

SELLING BROKER:

1. Listing Broker is a Pennsylvania licensed real estate broker who is required to hold your sales deposit in escrow.
2. Selling Broker is accepting your deposit on behalf of and for transfer to the Listing Broker.
3. If the deposit is in the form of a check, the check must be made payable to the Listing Broker.

* payment may be required before settlement ** usually financed in mortgage amount

Buyer understands that the estimated costs are based on the best information available at this date and may be higher or lower at settlement.

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____
 BROKER (Company Name) _____
 PROVIDED BY (Licensee) _____ DATE _____



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 The Voice for Real Estate in Pennsylvania

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 10/05

ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

1 PROPERTY Tuscarawas Road Ohioville Boro3 SELLER H Richard Lewis4 BUYER Ohio River Trail Council5 DATE OF AGREEMENT July 25, 2014

7 Paragrah 4 A Settlement date: change from "contingent on receipt of Grant money by April
 8 30, 2015" Change to "Contingent on receipt of Grant and Conservancy money by December
 10 31, 2015"

37 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

38 DocuSigned by:
 39 WITNESS *M. S. McKee* BUYER Vincent Troia CEO Ohio River Trail Council
 40 Ohio River Trail Council

42 WITNESS _____ BUYER _____ DATE _____

45 WITNESS _____ BUYER _____ DATE _____

48 WITNESS *M. S. McKee* SELLER *H. Richard Lewis* DATE 3/26/15
 49 H Richard Lewis

51 WITNESS _____ SELLER _____ DATE _____

54 WITNESS _____ SELLER _____ DATE _____

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6/01



Pennsylvania Association of REALTORS®

REMAX Select Realty, 1667 Route 228 Suite 200 Cranberry Township, PA 16066
 Phone: (724)776-5510 Fax: Melinda McKee

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Lewis Property



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 3

Please find the attached funding commitment letters for the Ohio River Greenway Trail Phase III Part 1 Project.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council



1100 Pennsylvania Av
Monaca, Pa 15061
www.OhioRiverTrail.org

Phone: 724.728.2625
Fax: 724.775.9876
DrVtroia@OhioRiverTrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

June 23, 2015

Dennis M. Davin, Secretary
PA Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, Fourth Floor
Harrisburg, PA 17120-0225

Re: Ohio River Trail Council – GTRP Grant Application – Matching Funds Commitment.

Dear Secretary Davin,

The Ohio River Trail Council (ORTC) Ohio River Greenway Trail & Conservation Project Phase III Part 1 is appropriate and worthy of a grant as this funding will address portions of Segment 100 in Ohioville, as identified in the Department of Conservation and Natural Resources (DCNR) underwritten Ohio River Trail North Shore Trail Feasibility Study, and sections of the Beaver County Greenways and Trails Plan.

The Ohio River Trail Council is providing \$33,600 in cash to serve as matching funds for the ORTC Greenways, Trails and Recreation Program (GTRP) application due June 30, 2015. This funding will specifically purchase three contiguous parcels of vacant land for conservation and recreation totaling 69.85 acres located in Ohioville, Pa. The parcel ID numbers are 71-170-0113.P00, 71-170-0113.002, and 71-170-0118.000. The referenced properties are under contract for \$210,000. The acquisition fee including the appraisal and closing costs is \$215,550. The appraised value is \$224,000.

This project is critically important to the success of the Ohio River Trail, especially concerning the Beaver County, Pa linkage to the Great Ohio Lake-to-River Greenway in Columbiana County, Ohio and beyond. This initiative provides the most expeditious and economical way to provide Beaver County residents access to this major greenway system.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chair

cc: Joe Spanik, Beaver County Commissioner
Dennis Nichols, Beaver County Commissioner
Frank Mancini, Director, Beaver County Planning Commission



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

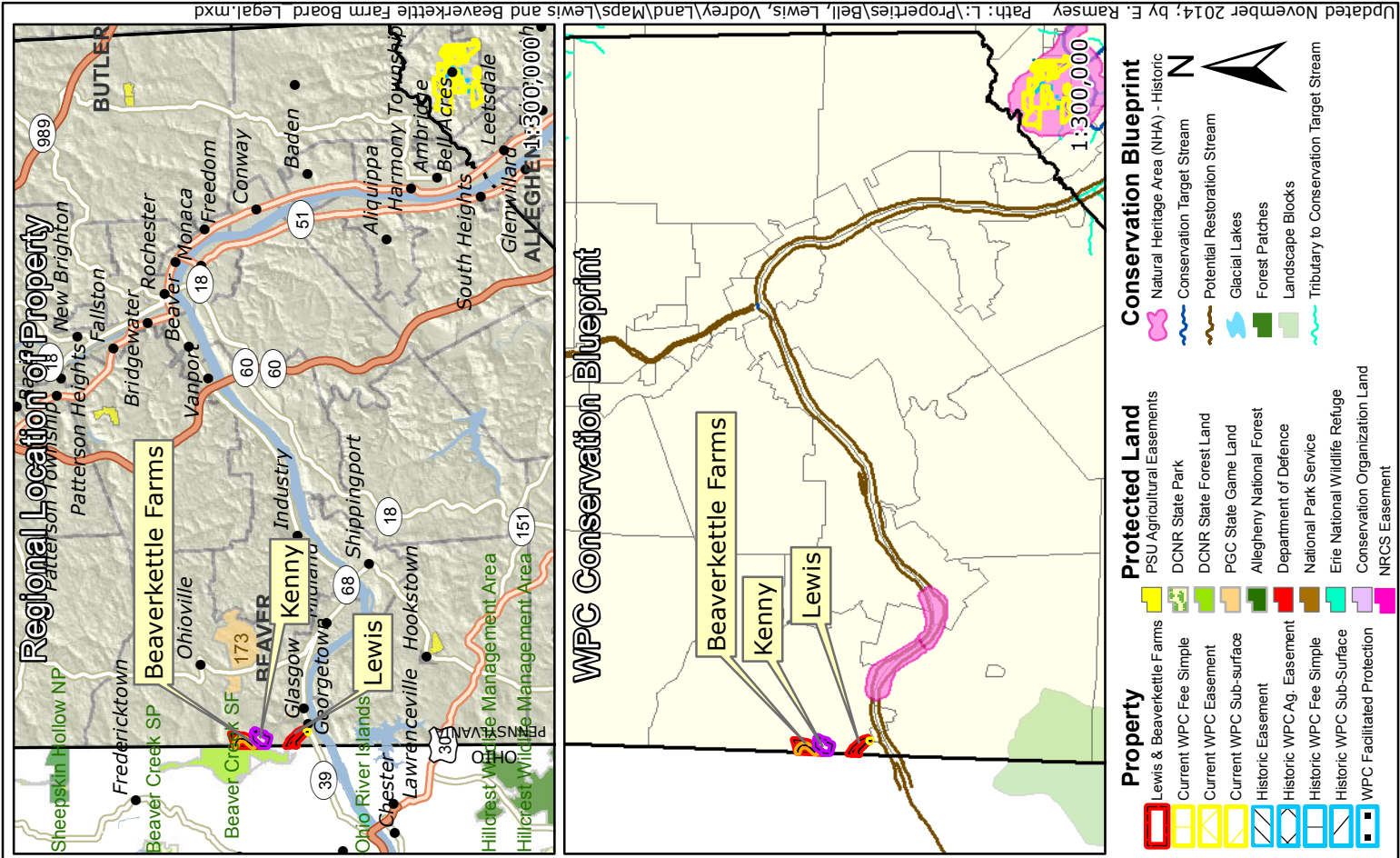
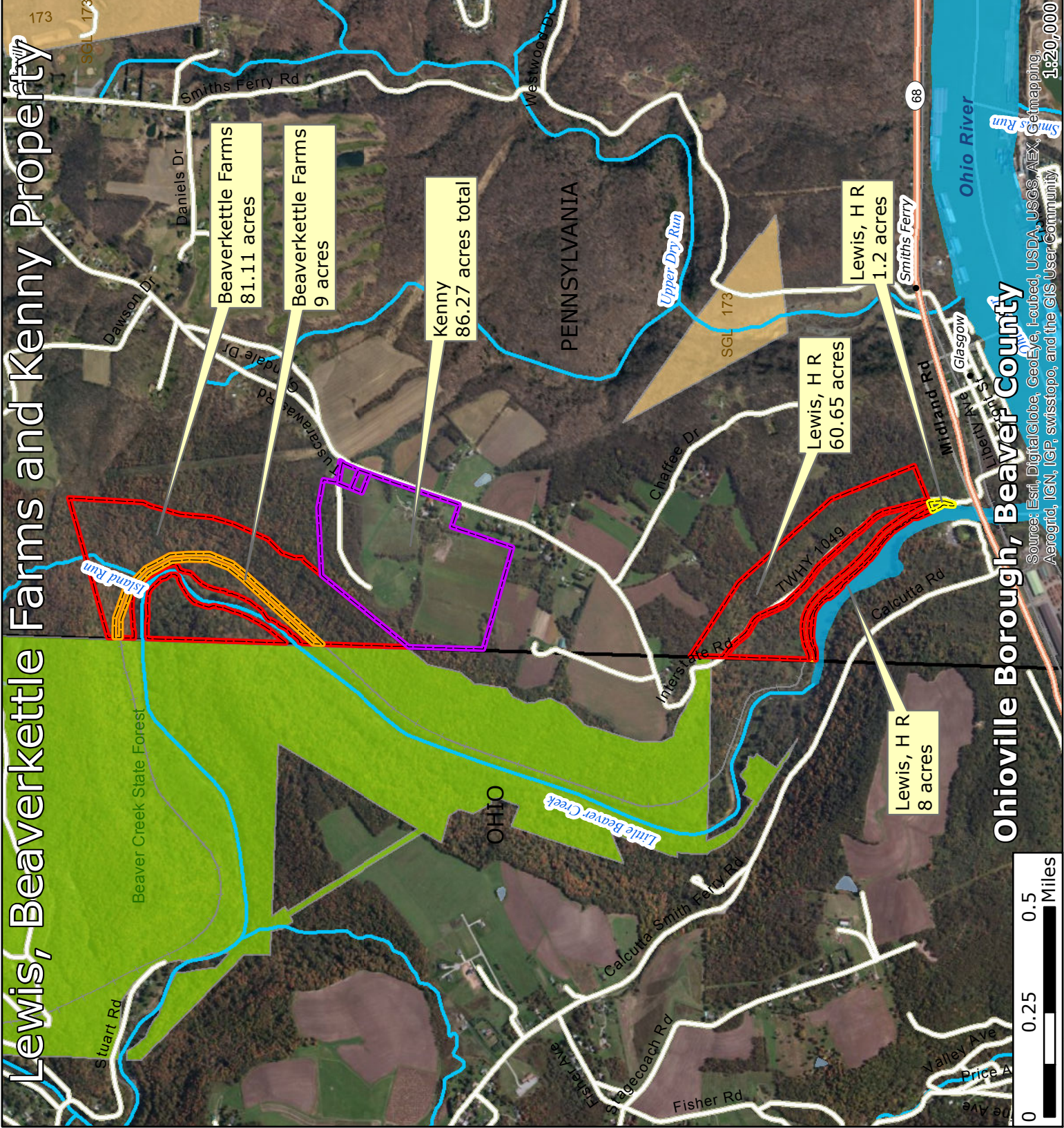
GTRP Web Application #8066192 Appendix I Exhibit 4

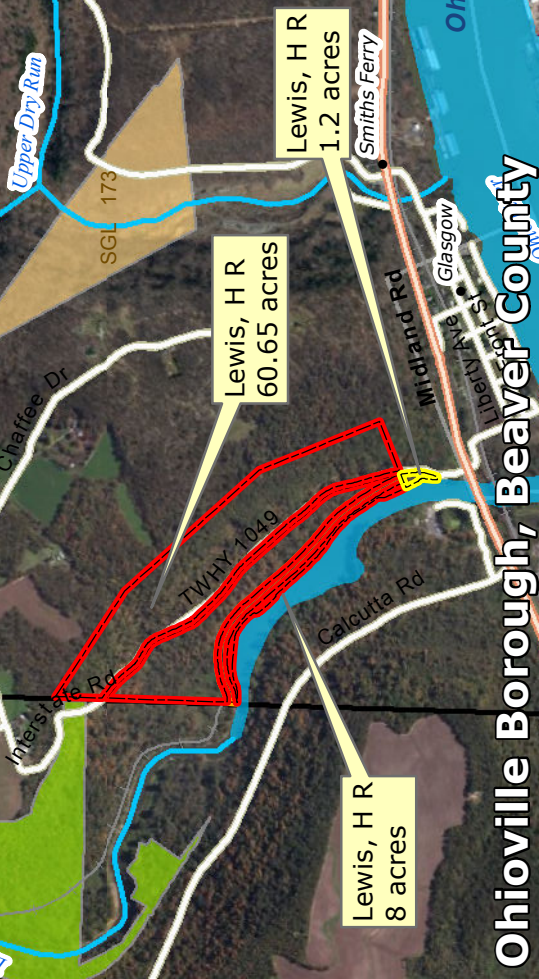
Please find the attached coded map detailing the location of the proposed project.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council





Lewis, H R
60.65 acres

Lewis, H R
8 acres

Lewis, H R
1.2 acres

Ohioville Borough, Beaver County



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 5 Part 1

Please find attached the most recent financial statements or tax return.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2014Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990 and its instructions is at www.irs.gov/form990.**Open to Public Inspection**

A For the 2014 calendar year, or tax year beginning , 2014, and ending , 20														
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">C Name of organization OHIO RIVER TRAILS COUNCIL</td> <td rowspan="2">D Employer identification number 35-2366103</td> </tr> <tr> <td colspan="2">Doing business as OHIO RIVER TRAILS COUNCIL</td> </tr> <tr> <td colspan="2">Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1100 PENNSYLVANIA AVENUE</td> <td rowspan="2">E Telephone number</td> </tr> <tr> <td colspan="2">City or town, state or province, country, and ZIP or foreign postal code MONACA, PA. 15061</td> </tr> <tr> <td colspan="3">F Name and address of principal officer:</td> </tr> </table>	C Name of organization OHIO RIVER TRAILS COUNCIL		D Employer identification number 35-2366103	Doing business as OHIO RIVER TRAILS COUNCIL		Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1100 PENNSYLVANIA AVENUE		E Telephone number	City or town, state or province, country, and ZIP or foreign postal code MONACA, PA. 15061		F Name and address of principal officer:		
C Name of organization OHIO RIVER TRAILS COUNCIL		D Employer identification number 35-2366103												
Doing business as OHIO RIVER TRAILS COUNCIL														
Number and street (or P.O. box if mail is not delivered to street address) Room/suite 1100 PENNSYLVANIA AVENUE		E Telephone number												
City or town, state or province, country, and ZIP or foreign postal code MONACA, PA. 15061														
F Name and address of principal officer:														
G Gross receipts \$ 27262														
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527														
J Website: ▶														
K Form of organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Association <input type="checkbox"/> Other ▶														
L Year of formation: 2009														
M State of legal domicile: PA														

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO PROMOTE THE USE AND REVITALIZATION OF UNUSED RAILROAD SIDINGS FOR BIKE AND WALKING TRAILS
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.
	3	Number of voting members of the governing body (Part VI, line 1a) 3 20
	4	Number of independent voting members of the governing body (Part VI, line 1b) 4 20
	5	Total number of individuals employed in calendar year 2014 (Part V, line 2a) 5 0
	6	Total number of volunteers (estimate if necessary) 6 25
	Revenue	7a
b		Net unrelated business taxable income from Form 990-T, line 34 7b 0
Prior Year Current Year		
8		Contributions and grants (Part VIII, line 1h) 37779 14988
9		Program service revenue (Part VIII, line 2g) 0 0
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d) 0 0
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) 15846 12274
12		Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12) 53625 27262
Expenses		13
	14	Benefits paid to or for members (Part IX, column (A), line 4) 0 0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10) 0 0
	16a	Professional fundraising fees (Part IX, column (A), line 11e) 0 0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e) 35932 13416
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25) 37979 17931
	19	Revenue less expenses. Subtract line 18 from line 12 15646 9331
	Beginning of Current Year End of Year	
Net Assets or Fund Balances	20	Total assets (Part X, line 16) 52444 61775
	21	Total liabilities (Part X, line 26) 0 0
	22	Net assets or fund balances. Subtract line 21 from line 20 52444 61775

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date 3/13/15			
	Type or print name and title Vincent Troia, CEO				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date 3/12/15	Check <input checked="" type="checkbox"/> if self-employed	PTIN P00011825
	Firm's name ▶ MELVIN J. MIKULICH, ENROLLED AGENT	Firm's EIN ▶ 26-2050332			
	Firm's address ▶ 1149 GREINER ST MONACA, PA. 15061	Phone no.			

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☒ No

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11282Y

Form **990** (2014)

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐

- 1**
- Briefly describe the organization's mission:

TO CONTINUE TO PROMOTE THE USE OF UNUSED RAIL SIDINGS FOR BIKING AND WALKING TRAILS

- 2**
- Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?
- ☐
- Yes
- ☒
- No

If "Yes," describe these new services on Schedule O.

- 3**
- Did the organization cease conducting, or make significant changes in how it conducts, any program services?
- ☐
- Yes
- ☒
- No

If "Yes," describe these changes on Schedule O.

- 4**
- Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4b** (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4c** (Code:) (Expenses \$ including grants of \$) (Revenue \$)**4d** Other program services (Describe in Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)**4e** Total program service expenses ▶

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	1 ✓	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	2 ✓	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	3	✓
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	4	✓
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	5	✓
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6	✓
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7	✓
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	8	✓
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	9	✓
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	10	✓
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	11a	✓
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b	✓
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c	✓
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	11d	✓
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	11e	✓
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f	✓
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a	✓
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	✓
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13	✓
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	✓
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV.	14b	✓
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	15	✓
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV.	16	✓
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	17	✓
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	18	✓
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19	✓
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a	✓
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	✓

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	✓
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>	22	✓
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	23	✓
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>	24a	✓
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	✓
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	✓
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	✓
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>	25a	✓
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>	25b	✓
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>	26	✓
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>	27	✓
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>	28a	✓
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>	28b	✓
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>	28c	✓
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	29	✓
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>	30	✓
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>	31	✓
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>	32	✓
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>	33	✓
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	34	✓
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	✓
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>	35b	✓
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	36	✓
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>	37	✓
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	38	✓

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a 0	
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b 0	
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	
2a Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 0	
b If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	2b	
3a Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	✓
b If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O	3b	
4a At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	✓
b If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	✓
b Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	✓
c If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	✓
b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7 Organizations that may receive deductible contributions under section 170(c).		
a Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	✓
b If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	✓
d If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	✓
f Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	✓
g If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9 Sponsoring organizations maintaining donor advised funds.		
a Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on Part VIII, line 12	10a	
b Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11 Section 501(c)(12) organizations. Enter:		
a Gross income from members or shareholders	11a	
b Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13 Section 501(c)(29) qualified nonprofit health insurance issuers.		
a Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.	13a	
b Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c Enter the amount of reserves on hand	13c	
14a Did the organization receive any payments for indoor tanning services during the tax year?	14a	✓
b If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 5 Part 2

Please find attached the most recent financial statements or tax return.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI ☐

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year	1a 20		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.			
b Enter the number of voting members included in line 1a, above, who are independent	1b N/A		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		✓
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3	✓	
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		✓
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		✓
6 Did the organization have members or stockholders?	6		✓
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		✓
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		✓
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	✓	
b Each committee with authority to act on behalf of the governing body?	8b	✓	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O	9		✓

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a	✓
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	✓
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	✓
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	✓
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	✓
13 Did the organization have a written whistleblower policy?	13	✓
14 Did the organization have a written document retention and destruction policy?	14	✓
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	✓
b Other officers or key employees of the organization	15b	✓
If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	✓
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ► N/A

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records: ►
VINCENT TROIA 1100 PENNA. AVENUE MONACA, PA. 15061

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

 Check if Schedule O contains a response or note to any line in this Part VII ☐
Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) VINCENT TROIA PRESIDENT	20	✓	✓							
(2) PAMELA RONCZKA TREASURER	10	✓	✓							
(3) MARIO LEONE	10	✓	✓							
(4) DONNA CAMPBELL	10	✓	✓							
(5) MINDY MCKEE	10	✓	✓							
(6) JACK MANNING	5	✓								
(7) JOHN ORNDORFF	5	✓								
(8) ED QUIGLEY	5	✓								
(9) CHRIS RISHAK	5	✓								
(10) BILL SWETERLITSCH	5	✓								
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

- | | Yes | No |
|---|-----|----|
| 3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual | | ✓ |
| 4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual | | ✓ |
| 5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person | | ✓ |

Section B. Independent Contractors

- 1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
N/A		
2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization		

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII. ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a 0				
	b	Membership dues	1b 1145				
	c	Fundraising events	1c 10829				
	d	Related organizations	1d 0				
	e	Government grants (contributions)	1e 0				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f 15288				
	g	Noncash contributions included in lines 1a-1f: \$	0				
	h	Total. Add lines 1a-1f	27262				
	Program Service Revenue	Business Code					
2a				0	0	0	0
b				0	0	0	0
c				0	0	0	0
d				0	0	0	0
e				0	0	0	0
f		All other program service revenue .		0	0	0	0
g		Total. Add lines 2a-2f	0				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		0			
	4	Income from investment of tax-exempt bond proceeds		0			
	5	Royalties		0			
	6a	Gross rents	(i) Real (ii) Personal	0			
		b	Less: rental expenses	0			
		c	Rental income or (loss)	0			
	d	Net rental income or (loss)		0			
	7a	Gross amount from sales of assets other than inventory	(i) Securities (ii) Other	0			
		b	Less: cost or other basis and sales expenses	0			
		c	Gain or (loss)	0			
		d	Net gain or (loss)		0		
	8a	Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18	a 0				
		b	Less: direct expenses	b 0			
		c	Net income or (loss) from fundraising events		0	0	0
	9a	Gross income from gaming activities. See Part IV, line 19	a 0				
		b	Less: direct expenses	b 0			
		c	Net income or (loss) from gaming activities		0	0	0
	10a	Gross sales of inventory, less returns and allowances	a 0				
		b	Less: cost of goods sold	b 0			
		c	Net income or (loss) from sales of inventory		0	0	0
Miscellaneous Revenue			Business Code				
11a	DONATIONS		14624	14624	0	0	
b	MEMBERSHIP DUES		1145	1145	0	0	
c	MISCELLANEOUS		664	664	0	0	
d	All other revenue		10829	0	0	0	
e	Total. Add lines 11a-11d		27262				
12	Total revenue. See instructions.		27262	16433	0	0	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . .	0	0		
2 Grants and other assistance to domestic individuals. See Part IV, line 22	0	0		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . .	0	0		
4 Benefits paid to or for members	0	0		
5 Compensation of current officers, directors, trustees, and key employees	0	0	0	0
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . .	0	0	0	0
7 Other salaries and wages	0	0	0	0
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0	0	0	0
9 Other employee benefits	0	0	0	0
10 Payroll taxes	0	0	0	0
11 Fees for services (non-employees):				
a Management	0	0	0	0
b Legal	0	0	0	0
c Accounting	0	0	0	0
d Lobbying	0	0	0	0
e Professional fundraising services. See Part IV, line 17	0			0
f Investment management fees	0	0	0	0
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . .	0	0	0	0
12 Advertising and promotion	0	0	0	0
13 Office expenses	2830	2830	0	0
14 Information technology	0	0	0	0
15 Royalties	0	0	0	0
16 Occupancy	0	0	0	0
17 Travel	0	0	0	0
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0	0	0	0
19 Conferences, conventions, and meetings . .	0	0	0	0
20 Interest	0	0	0	0
21 Payments to affiliates	0	0	0	0
22 Depreciation, depletion, and amortization .	0	0	0	0
23 Insurance	1359	0	1359	0
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a DONATIONS	4515	4515	0	0
b GEAR & CHEER FESTIVAL	9227	9227	0	0
c _____	0	0	0	0
d _____	0	0	0	0
e All other expenses	0	0	0	0
25 Total functional expenses. Add lines 1 through 24e	17931	16572	1359	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	52444	1	61775
	2 Savings and temporary cash investments	0	2	0
	3 Pledges and grants receivable, net	0	3	0
	4 Accounts receivable, net	0	4	0
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L	0	5	0
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L	0	6	0
	7 Notes and loans receivable, net	0	7	0
	8 Inventories for sale or use	0	8	0
	9 Prepaid expenses and deferred charges	0	9	0
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 0		
	b Less: accumulated depreciation	10b 0		
	11 Investments—publicly traded securities	0	11	0
	12 Investments—other securities. See Part IV, line 11	0	12	0
	13 Investments—program-related. See Part IV, line 11	0	13	0
	14 Intangible assets	0	14	0
	15 Other assets. See Part IV, line 11	0	15	0
16 Total assets. Add lines 1 through 15 (must equal line 34)	52444	16	61775	
Liabilities	17 Accounts payable and accrued expenses	0	17	0
	18 Grants payable	0	18	0
	19 Deferred revenue	0	19	0
	20 Tax-exempt bond liabilities	0	20	0
	21 Escrow or custodial account liability. Complete Part IV of Schedule D	0	21	0
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	0	22	0
	23 Secured mortgages and notes payable to unrelated third parties	0	23	0
	24 Unsecured notes and loans payable to unrelated third parties	0	24	0
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0	25	0
	26 Total liabilities. Add lines 17 through 25	0	26	0
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	52444	27	61775
	28 Temporarily restricted net assets	0	28	0
	29 Permanently restricted net assets	0	29	0
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds	0	30	0
	31 Paid-in or capital surplus, or land, building, or equipment fund	0	31	0
	32 Retained earnings, endowment, accumulated income, or other funds	0	32	0
33 Total net assets or fund balances	0	33	0	
34 Total liabilities and net assets/fund balances	52444	34	61775	

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	27262
2	Total expenses (must equal Part IX, column (A), line 25)	2	17931
3	Revenue less expenses. Subtract line 2 from line 1	3	9331
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	52444
5	Net unrealized gains (losses) on investments	5	0
6	Donated services and use of facilities	6	0
7	Investment expenses	7	0
8	Prior period adjustments	8	0
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	61775

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	✓	
b Were the organization's financial statements audited by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		✓
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		✓
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? . . .		✓
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.		



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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 5 Part 3

Please find attached the most recent financial statements or tax return.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

Ohio River Trail Council

Statement of Activities

(Income Statement)

2014

Income

Donations	\$14,623.67
Memberships	\$1,145.00
Restitution (MVCO)	\$300.00
Grants	\$363.98
Gear & Cheer Festival	\$10,829.00
Total Income	\$27,261.65

Expenses

Donations	\$4,514.67
Insurance	\$1,358.75
Operating Expenses	\$2,830.47
Gear & Cheer Festival	\$9,227.60
Total Expenses	\$17,931.49

Net Income	\$9,330.16
-------------------	-------------------

Ohio River Trail Council
Statement of Financial Position
(Balance Sheet)
2014

Assets

Cash in Banks	\$	41,481.84
PayPal Account	\$	1,598.96

Total Assets	\$	43,080.80
---------------------	----	-----------

Total Liabilities		\$0.00
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Net Assets	\$	43,080.80
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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 6

Please consider this document as the statement as to the amount of grant funding requested.

The Ohio River Trail Council hereby request an Greenways, Trails, and Recreation Program (GTRP) grant of \$181,950 from the Commonwealth Financing Authority to be used for the purchase of vacant land for conservation and greenway development.

This funding will specifically purchase three contiguous parcels totaling 69.85 acres. The parcel ID numbers are 71-170-0113.P00, 71-170-0113.002, and 71-170-0118.000.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council



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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 7

Please be advised that there are no state, federal, and local planning and permit approvals required for the project.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council



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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 8

Please find the attached letter from the appropriate planning agency certifying that the proposed project is in compliance with the comprehensive land use plans.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

PLANNING COMMISSION



Dr. Vincent Troia, Executive Chair
Ohio River Trail Council
1100 Pennsylvania Avenue
Monaca, PA 15061

Board of Commissioners
Tony Amadio, Chairman
Joe Spanik
Dennis E. Nichols

**BEAVER COUNTY
PLANNING COMMISSION**
Sandie Egley, Chairperson
Anthony Rosatone, Vice Chairperson
Karen R. Barnes
John W. Bragg
Judith Charlton
Grant W. Farmer
James A. Mitch
Howard Stuber
Joseph Zagorski

Samuel J. Orr, III, Legal Counsel
Frank Mancini, Jr., Director

724-770-4421 Phone
724-775-3915 Fax

RE: Request for matching Funds for the Ohio River Greenway Trail & Conservation Project Phase III Part 1

June 25, 2015

Dear Mr. Troia:

On June 24, 2015 the Beaver County Planning Commission (BCPC) received via email a request from you for a letter of support relative to the above referenced subject. In the attached letter the Ohio River Trail Council (ORTC) stated that it is submitting a grant application to acquire property located in Ohioville Borough for the Ohio River Greenway Trail & Conservation Project Phase III Part 1. Specifically, funding is being sought for the purchase of three contiguous parcels of vacant land totaling 69.85 acres to enable the Ohio River Trail in Beaver County to connect with the Great Ohio Lake-to-River Greenway in Columbiana County, Ohio and beyond. The subject parcels contain a significant stretch of the Smith's Ferry Branch right-of-way which follows Little Beaver Creek and would connect with Ohio's Little Beaver Creek Greenway.

The BCPC finds the application consistent with the Beaver County Comprehensive Plan and the Beaver County Greenways and Trails Plan in so far as the property that is being considered for purchase by the ORTC includes a trail segment as identified in the Beaver County Greenways and Trails Plan (see attached).

If you have any questions, please contact me.

Sincerely,

Frank Mancini, Jr.
Director of Planning and Economic Development

cc: BCPC Board Members
file

This proposed shared use path could be a major destination point in Beaver County drawing recreational users from a wide geographical area. As proposed, it would include nearly 24 miles of grade separated trail in Beaver County with minimal road crossings. Connecting Raccoon Creek State Park, already a significant recreational destination in the Region, to the Montour Trail has the potential to bring tourists from as far away as Washington D.C. into Beaver County. Users of the shared use path would have access to an excellent trail network, camping facilities, as well as boating, fishing, and swimming opportunities in the park.

Moreover, this shared use path forms part of a 35-mile loop in the County by using proposed road connections along Route 30 to Hookstown, Route 168 to the western edge of Raccoon Creek State Park, and park roads through the State park back to Raccoon Creek. Alternatively, a shorter loop of 24 miles can be made by cutting across Route 18 from the shared-use path to Raccoon Creek State Park. In addition, a connection from the trail in Raccoon Creek State Park to Hillman State Park, in Washington County, is proposed using Cain Road and a short stretch of new trail crossing Wingfield Run.

2 - The Georgetown Rail Trail (#B, proposed)

- **length 8.5 miles:** In their multi-municipal comprehensive plan, Greene, Raccoon, Independence, and Potter Townships proposed developing this corridor as a recreational shared use trail. It would follow the corridor of the former Cumberland and Chester Railroad that extended from West Virginia to Shippingport.

The proposed network includes only that stretch between Georgetown and Shippingport Boroughs because the rail corridor in West Virginia continues to be an active line.

The trail would be a shared use path suitable for pedestrians and bicycles. From Georgetown, the trail would leave the railroad right-of-way and proceed south along Mill Creek to connect to the Raccoon and Service Creeks trail at Hookstown. Altogether, this shared use path would encompass more than 8.5 miles. Several points of interest

along the way include Georgetown Borough Marina, Greene Township Community Park, and Shippingport Community Park. Because this trail would pass close to the Shippingport power plant, facilities security concerns must be taken into account.

3. The Beaver to Ohio Trail (#C, proposed) -

length 11.5 miles: This 11.5-mile trail would follow the bed of the former Beaver Valley Electric line which is still visible above Route 68 in many areas from Beaver Borough through Vanport, Industry and Midland to the Ohio border. Portions of the trail, such as the stretch through Midland Borough, would have to use public streets since the trolley bed is no longer visible. Before reaching the Ohio border, the trail would turn northwest along the Little Beaver Creek and link to Beaver Creek State Park and the Little Beaver Creek Greenway Trail in Ohio, a segment of the Great Ohio Lake-to-River Greenway. The trail would follow the abandoned rail bed of the Smith's Ferry Branch, from Glasgow in Beaver County, for more than 8.5 miles to Beaver Creek State Park and on to Negley, Ohio along the left bank of Little Beaver Creek.

While this trail presents another opportunity to create an economic catalyst for Beaver County, it is not without challenges. Operation of the trolley line was discontinued long ago and the right-of-way has reverted to private ownership. Therefore, establishing a trail would require negotiations with numerous private landowners. A bridge that previously crossed Four Mile Run has been dismantled. Moreover, efforts to extend Ohio's Little Beaver Creek Greenway trail south toward Beaver County have been hampered by the purchase of a significant stretch of the Smith's Ferry Branch right-of-way by an uncooperative landowner. While negotiations with the landowner continue, the group there is looking at alternatives including the former Sandy Creek Canal bed. Several locks from the canal are still visible in Ohioville Borough on the right bank of Little Beaver Creek.

Despite these hurdles, this greenway plan includes the trail in the proposed network because of its significant potential to connect the heart of Beaver

County with a major regional greenway and trail system in Ohio. In addition, the proposed trail would pass by several points of interest including the Beaver County Courthouse in Beaver, Beaver Middle and Senior High Schools, the historic Lock #6 in Industry, the Lincoln Park Center for the Performing Arts in Midland, and the Lock 54 Park in Ohioville Borough.

4. **The Confluence Connector (#D, planned & proposed) - length 1.5 miles:** This trail would link the municipalities on either side of the Beaver River at its confluence with the Ohio River. While primarily a shared use path, it would require a few detours onto public streets.

The trail would begin in Beaver Borough in the area now proposed as a riverfront park. The trail would pass beneath the railroad bridge to the open area at the confluence of the Ohio and Beaver Rivers that is proposed for redevelopment as Bridgewater Crossing. It would then have to cross the active rail line at a gated, signalized crossing onto Wolfe Lane in Bridgewater. A spur through the Wolfe Lane Connector trail (existing) would take the trail back into Beaver Borough.

In Bridgewater, the trail would proceed past the marina on Market Street to Bridge Street. Trail users wishing to connect to Rochester could use the existing pedestrian lanes on either side to the Rochester Bridge. Alternatively, they could continue through Bridgewater's Riverfront Park and along Riverside Drive all the way to the planned Veteran's Memorial Bridge in Fallston. The segment through the park and connecting to the bridge is currently in the planning phase. At the Veterans Memorial Bridge, trail users could cross over the Beaver River, to Rochester Township, to connect to other trails and the Beaver County YMCA. Alternatively, they could use Route 51 North and proceed to Bradys Run Park.

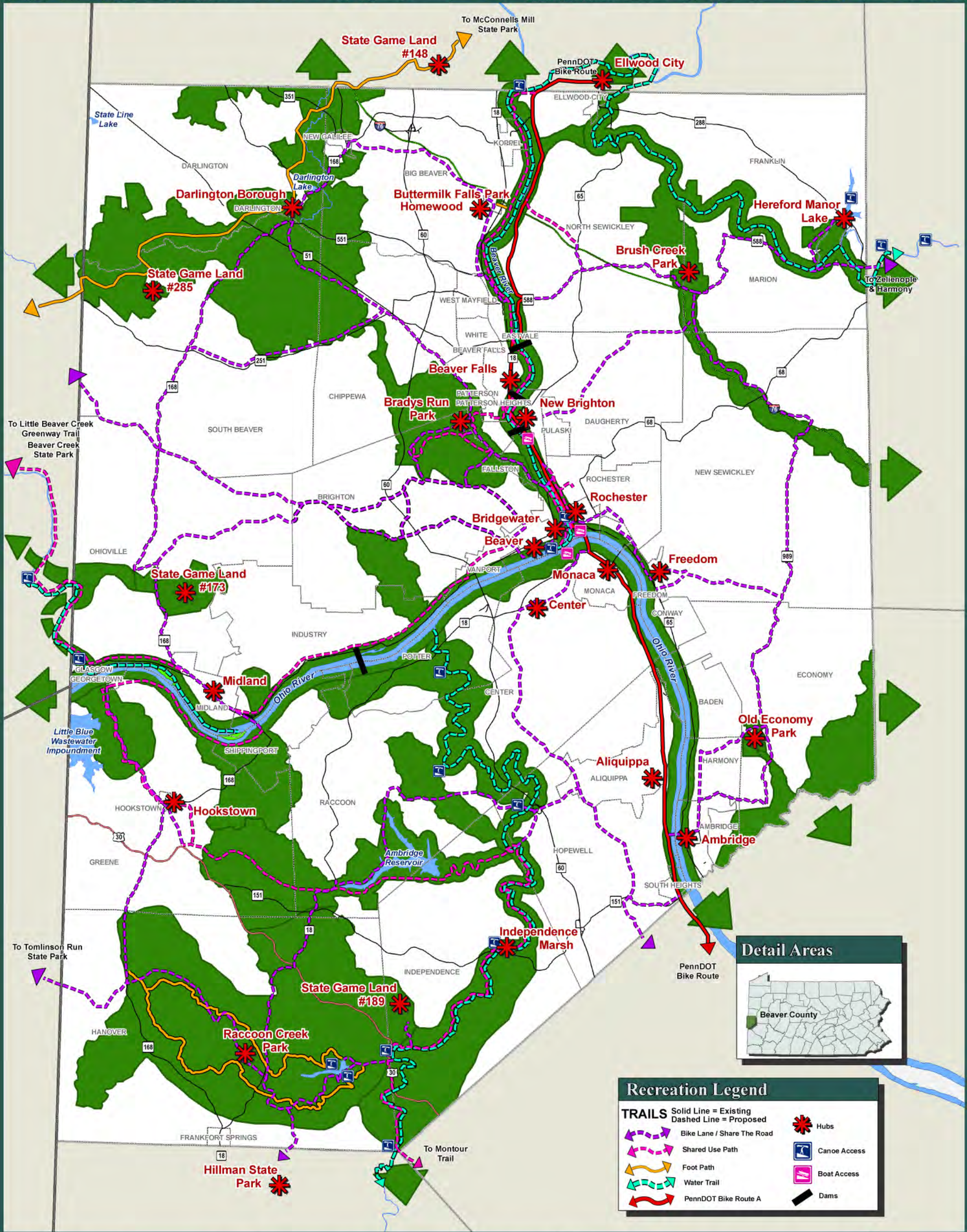
Completion of this connector is a high priority for the Greenways and Trails Plan Study Committee. When asked to designate their three highest priorities for the County, Committee members gave this trail the most votes. While comprising only slightly more than 1.5 miles of shared use

path, it would link several population centers, as well as important recreational and cultural assets including Fort McIntosh, the Beaver Area Historical Museum, the Beaver & Bridgewater Historic Districts, the Beaver County YMCA, and the planned Bridgewater Crossing development.

5. **Rochester to Beaver Falls Connector (#E, proposed) - length 2.5 miles:** This trail would also incorporate some shared use and some share the road components. A shared use path would follow a segment of inactive railway that runs nearly 1.5 miles, from Rochester to New Brighton, above and parallel to Route 65. In Rochester, the remains of this right-of-way begin along Junction Road, close to the Frontier Falls miniature golf park. It passes by a quarry and through a wooded stretch of land above and behind the Beaver County YMCA. The plan recommends that a connection should be constructed down the embankment to provide access from the trail to the YMCA and to the Veterans Memorial Bridge. A signalized crossing at Route 65 is planned that would provide safe pedestrian and bicycle access to the bridge.

The Rochester to Beaver Falls Connector would continue past the YMCA on the inactive railbed into New Brighton where it terminates at 5th Avenue. At this point, the trail would take 3rd Avenue to Route 65, where it would cross the highway at a newly signalized intersection, and proceed along 19th Street to 2nd Avenue. The trail would follow 2nd Avenue, with a connection to New Brighton's Fishing Park, just below the Townsend Dam. It would then proceed along 2nd Avenue and through the tunnel underpass at 11th Street into Big Rock Park.

After passing through Big Rock Park, the trail would become a shared use path again, following the remnants of the old Beaver River Canal, adjacent to the Beaver River for nearly one mile. The canal bed is wide in most locations although it narrows substantially as it approaches the former location of the Tenth Street Bridge. The plan recommends that the trail gradually ascend the embankment to the level of the railroad right-of-way and then cross the Beaver River to Beaver Falls on a pedestrian/bicycle bridge that would be





BEAVER COUNTY
PLANNING COMMISSION
Beaver County Courthouse
616 Third Street
Beaver, PA 15009
Phone: (724) 726-5700
Fax: (724) 725-8913

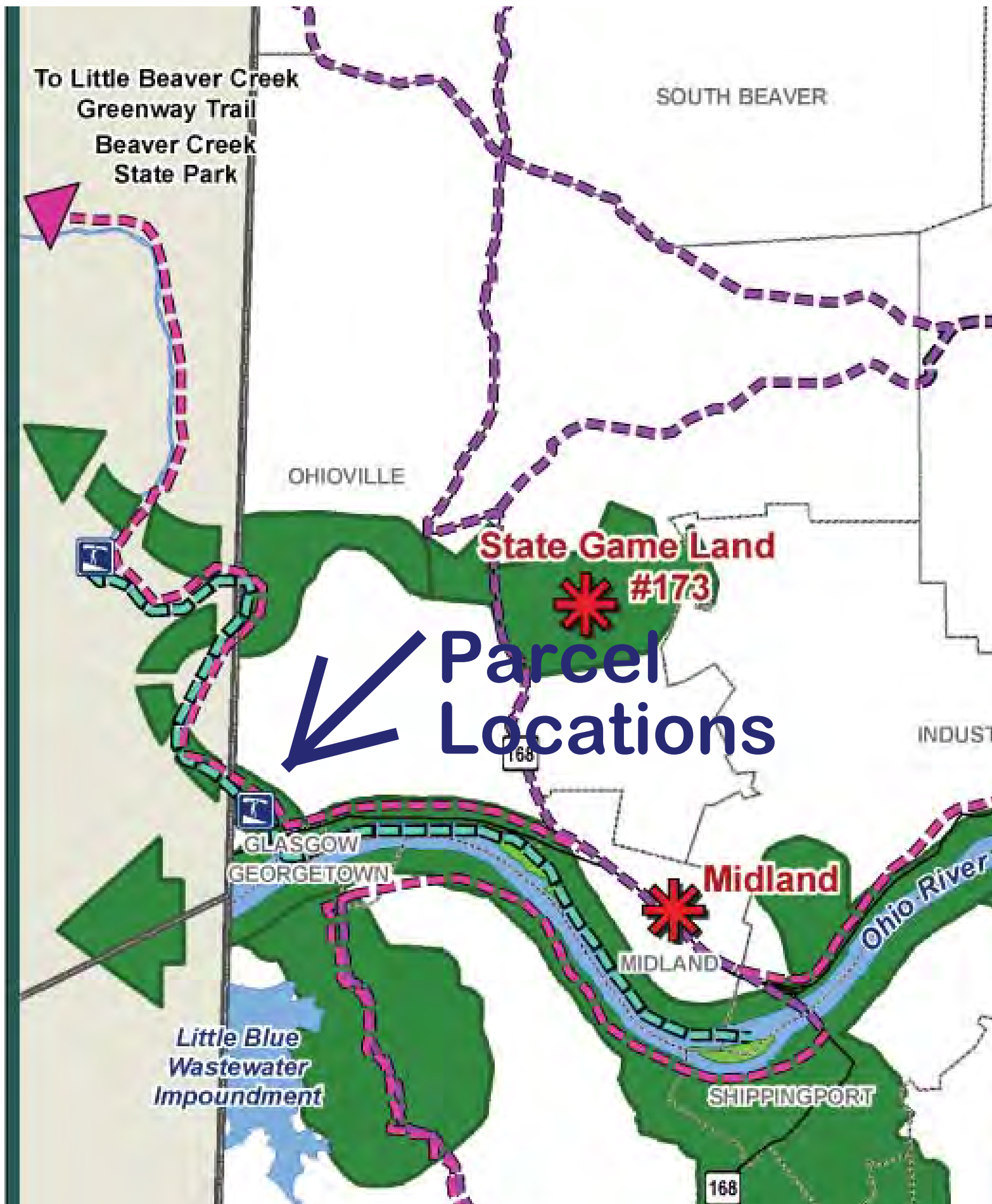
LEGEND

- County Boundary
- Municipality
- Lake/Reservoir
- River/Stream
- PennDOT Roads
 - Interstate
 - US Highway
 - State Route

Map Sources:
Southwestern Pennsylvania Commission (SPC)
PASDA (Pennsylvania Spatial Data Access)
Beaver County
Western Pennsylvania Conservancy

Projection: State Plane - NAD 1983
Pennsylvania South, Feet







1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 9

Please find the attached resolution duly adopted by the applicant's governing board formally requesting the grant, designating an official to execute all documents, describing briefly the project scope, and identifying the grant amount (Appendix II)

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council



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Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtrioia@ohiorivertrail.org

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GTRP Web Application #8066192

Appendix II – Authorized Official Resolution

Be it RESOLVED, that the Ohio River Trail Council, 1100 Pennsylvania Ave, Monaca, Pa 15061 of Beaver County hereby request an Greenways, Trails, and Recreation Program (GTRP) grant of \$181,950 from the Commonwealth Financing Authority to be used for the purchase of vacant land for conservation and greenway development.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Dr. Vincent Troia, Executive Chair as the official to execute all documents and agreements between the Ohio River Trail Council and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Donna Campbell, duly qualified Secretary of the Ohio River Trail Council, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Ohio River Trail Council Board of Directors at a regular meeting held June 29, 2015 and said Resolution has been recorded in the Minutes of the Ohio River Trail Council and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand of the Ohio River Trail Council, this 29th day of June 2015.

Ohio River Trail Council, Applicant

Beaver County

Donna Campbell, Secretary



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 10A

Please find the attached copy of the sales agreement.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

ASVL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

PARTIESBUYER(S): Ohio River Trail CouncilSELLER(S): H. Richard Lewis

BUYER'S MAILING ADDRESS:

1100 Pennsylvania Ave
Monaca, PA 15061

SELLER'S MAILING ADDRESS:

100 Lincoln Hwy
Imperial, PA 15126**PROPERTY**

PROPERTY ADDRESS Tuscarawas Road Ohioville Boro
69.85 acres, 3 parcels ZIP 15052
in the municipality of Ohioville, County of _____
in the School District of Western Beaver, in the Commonwealth of Pennsylvania.
Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date): 71-170-0113.P00, 71-170-0113.002, & 71-170-0118.000 3 parcels

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER☐ No Business Relationship (Buyer is not represented by a broker)Broker (Company) RE/MAX Select RealtyLicensee(s) (Name) Mindy McKeeCompany Address 1667 Rt 228 Ste 2
Cranberry Twp, PA 16066

Direct Phone(s) _____

Company Phone 724-933-6300Cell Phone(s) 412-974-2291Company Fax 724-776-5579

Fax _____

Broker is:

Email mckee@zoominternet.net

- ☐
- Buyer Agent (Broker represents Buyer only)
-
- ☐
- Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) is:

- ☐
- Buyer Agent with Designated Agency
-
- ☐
- Buyer Agent without Designated Agency
-
- ☐
- Dual Agent (See Dual and/or Designated Agent box below)

☒ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)**SELLER'S RELATIONSHIP WITH PA LICENSED BROKER**☒ No Business Relationship (Seller is not represented by a broker)

Broker (Company) _____

Licensee(s) (Name) _____

Company Address _____

Direct Phone(s) _____

Company Phone _____

Cell Phone(s) _____

Company Fax _____

Fax _____

Broker is:

Email _____

- ☐
- Seller Agent (Broker represents Seller only)
-
- ☐
- Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) is:

- ☐
- Seller Agent with Designated Agency
-
- ☐
- Seller Agent without Designated Agency
-
- ☐
- Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)**DUAL AND/OR DESIGNATED AGENCY**

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: SDASVL Page 1 of 11
Revised 2/12Seller Initials: HRL

1 **1. By this Agreement,** dated April 28, 2014 ~~July 25, 2014~~ AK
2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

3 **2. PURCHASE PRICE AND DEPOSITS (2-12)**

4 (A) Purchase Price \$ \$209,550.00
5 (Two Hundred Nine Thousand Five Hundred Dollars and 00/100 U.S. Dollars), to be paid by Buyer as follows:

- 6
7 1. Deposit at signing of this Agreement: \$
8 2. Deposit within 10 days of the Execution Date of this Agreement: \$ 1,000.00
9 3. \$
10 4. Remaining balance will be paid at settlement.

11 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
12 within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
13 sonal check.

14 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
15 (unless otherwise stated here: RE/MAX Select Realty),
16 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or ter-
17 mination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of
18 the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this
19 Agreement.

20 **3. SELLER ASSIST (If Applicable) (2-12)**

21 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
22 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is
23 approved by mortgage lender.

24 **4. SETTLEMENT AND POSSESSION (2-12)**

- 25 (A) Settlement Date is contingent on receipt of grant money by April 30, 2015, or before if Buyer and Seller agree.
26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
27 Buyer and Seller agree otherwise.
28 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
29 current taxes (see Notice Regarding Real Estate Taxes); rents; interest on mortgage assumptions; water and/or sewer fees, together
30 with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and
31 including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____
32

33 (D) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
34

35 (E) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
36

37 (F) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
38 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
39 is subject to a lease.

40 (G) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
41 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller
42 will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
43 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

44 **5. DATES/TIME IS OF THE ESSENCE (2-12)**

- 45 (A) Written acceptance of all parties will be on or before: June 15, 2014 AK
46 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
47 essence and are binding.
48 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by sign-
49 ing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding
50 the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be ini-
51 tialled and dated.
52 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
53 ment of the parties.
54 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
55 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
56 to all parties.

57 **6. ZONING (1-10)**

58 Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdi-
59 visible} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
60 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

61 **Zoning Classification:** _____

62 **Buyer Initials:** AK **ASVL Page 2 of 11** **Seller Initials:** AK
Revised 2/12

7. **FIXTURES AND PERSONAL PROPERTY (5-01)**

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens. Also included: None

(B) The following items are LEASED (not owned by Seller):

(C) EXCLUDED fixtures and items:

8. **MORTGAGE CONTINGENCY (2-12)**

☒ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

☐ **ELECTED.**

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property

Loan Amount \$

Minimum Term years

Type of mortgage

For:

☐ Land acquisition only

☐ Land acquisition and construction

☐ Other

Loan-To-Value (LTV) ratio not to exceed %

Mortgage lender

Interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %.

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.

Second Mortgage on the Property

Loan Amount \$

Minimum Term years

Type of mortgage

For:

☐ Land acquisition only

☐ Land acquisition and construction

☐ Other

Loan-To-Value (LTV) ratio not to exceed %

Mortgage lender

Interest rate %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of %.

Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed % (0% if not specified) of the mortgage loan.

(B) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(C) Within days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application (including payment for and ordering of appraisal and credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.

(D) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including delay of the appraisal), fails to lock in interest rate(s) as stated in Paragraph 8(B), or otherwise causes the lender to reject, refuse to approve or issue a mortgage loan commitment.

(E) 1. **Mortgage Commitment Date:** . Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.

2. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.

3. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:

- Does not satisfy the terms of Paragraph 8(A), OR
- Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(E)(1), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).

4. If this Agreement is terminated pursuant to Paragraphs 8(E)(2) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

Buyer Initials: AS

ASVL Page 3 of 11
Revised 2/12

Seller Initials: HAI

the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.

1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:

a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR

b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(F)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (2-12)

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

10. SELLER REPRESENTATIONS (2-12)

(A) Status of Water

Seller represents that the Property is served by:

☐ Public Water ☐ Community Water ☐ On-site Water ☒ None ☐

(B) Status of Sewer

Seller represents that the Property is served by:

☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)

☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)

☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

☒ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

(C) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(D) ☐ Property, or a portion of it, is preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions):

☒ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)

☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)

☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. § 901 et seq.)

☐ Other _____

(E) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

(F) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(G) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

12. INSPECTIONS (2-12) (See Notices Regarding Property and Environmental Inspections)

(A) Rights and Responsibilities

1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.

2. Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other provision of this Agreement.

3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or reimbursing Seller for any loss of value.

4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.

5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

Buyer Initials: AS

ASVL Page 4 of 11
Revised 2/12

Seller Initials: ABL

- (B) Buyer waives or elects at Buyer's expense to have the following Inspections, certifications, and investigations (referred to as "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly licensed or otherwise qualified professionals. If the same inspector is inspecting more than one system, the inspector must comply with the Home Inspection Law. (See Notice Regarding the Home Inspection Law)
- (C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a Written Corrective Proposal(s) to Seller, according to the terms of Paragraph 13(B).

Property Inspections and Environmental Hazards

Elected Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water penetration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other environmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items Buyer may select.

Waived

Water Service

Elected Buyer may obtain an Inspection of the quality and quantity of the water system from a properly licensed or otherwise qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement.

Waived

Connection to Off-Site Water Source

Elected Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of Service Provider): _____ (See Paragraph 14)

Waived

On-Lot Sewage (If Applicable)

Elected Buyer may obtain an Inspection of the individual on-lot sewage disposal system from a qualified, professional inspector. If and as required by the existing inspection company, Seller, at Seller's expense, will locate, provide access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous condition, at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the Individual On-lot Sewage Inspection Contingency.

Waived

Connection to Off-Site Sewage Disposal System

Elected Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through (Name of Service Provider): _____ are acceptable to Buyer. (See Paragraph 15)

Waived

Property Insurance

Elected Buyer may determine the insurability of the Property by making application for property and casualty insurance for the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date.

Waived

Property Boundaries

Elected Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical representations of size of property are approximations only and may be inaccurate.

Waived

Deeds, Restrictions and Zoning

Elected Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordinances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the Agreement contingent upon an anticipated use. Present use: _____

Waived

Other

Elected _____

Waived

The Inspections elected above do not apply to the following existing conditions and/or items: _____

13. INSPECTION CONTINGENCY (2-12)

- (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elected in Paragraph 12(C), except the following:

Inspection(s)

Contingency Period

days

days

days

days

- (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer will, within the stated Contingency Period:

1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this Agreement, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 25 of this Agreement, OR

Buyer Initials: _____

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Seller Initials: _____

3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.** The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the corrections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the corrections. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.

- a. No later than _____ days (5 if not specified) from the end of the Contingency Period(s), Seller will inform Buyer in writing that Seller will:
- (1) Satisfy all the terms of Buyer's Proposal(s), OR
 - (2) Not satisfy all the terms of Buyer's Proposal(s)
- b. If Seller agrees to satisfy the terms of Buyer's Proposal, Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.
- c. Within _____ days (2 if not specified) of the receipt of written notification that Seller will not satisfy all terms of Buyer's Proposal, or the time stated in paragraph 13(B)(3)(a) if Seller fails to choose either option in writing, whichever occurs first, Buyer will:
- (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 - (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement, OR
 - (3) Enter into a mutually acceptable written agreement with Seller, providing for any repairs or improvements to the Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.

If Buyer fails to respond within the time stated in Paragraph 13(B)(3)(c) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

- (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected completion date for corrective measures. Within 5 DAYS of receiving Seller's Proposal, or if no Proposal is provided within the stated time, Buyer will notify Seller in writing of Buyer's choice to:
- 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 - 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement, OR
 - 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 26 of this Agreement. If required by any mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer may, within 5 DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY

- ☐ NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water system.
- ☒ WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 26 of this Agreement.
- ☐ ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
- 1. Within the contingency Period, Buyer will make a completed, written application for municipal approval for the installation of an on-site water system from _____ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
 - 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
 - 3. If final, unappealable approval is not obtained by _____, Buyer will:
 - a. Accept the Property and agree to the the RELEASE in paragraph 26 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 24 of this Agreement, OR
 - c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.

If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in paragraph 26 of this Agreement.

Buyer Initials: AS

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Seller Initials: HAL

320 **15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY**

- 321 ☐ NOT APPLICABLE. The Property has an existing sewage disposal system.
- 322 ☒ WAIVED. Buyer understands and acknowledges that Buyer has the option to make this Agreement contingent on receiving
323 municipal approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and
324 agrees to the RELEASE in paragraph 26 of this Agreement.
- 325 ☐ ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
- 326 1. Within the Contingency Period, ☐ Buyer or ☐ Seller will make a completed, written application for municipal
327 approval for the installation of an individual on-lot sewage disposal system from _____
328 _____ (municipality). Buyer will pay for applications, legal representation,
329 and any other costs associated with the application and approval process.
- 330 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
- 331 3. If final, unappealable approval is not obtained by _____, Buyer will:
- 332 a. Accept the Property and agree to the RELEASE in paragraph 26 of this Agreement, OR
- 333 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
334 paragraph 24 of this Agreement, OR
- 335 c. Enter into a mutually acceptable written agreement with Seller, as acceptable to the lender(s), if any.
- 336 If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not
337 terminate the Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the
338 terms of the RELEASE in paragraph 26 of this Agreement.

339 **16. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (2-12)**

- 340 (A) In the event any notices, including violations, and/or assessments are received after Seller has signed this Agreement and before
341 settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assess-
342 ments to Buyer and will notify Buyer in writing that Seller will:
- 343 1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the
344 notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 345 2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails
346 within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS
347 that Buyer will:
- 348 a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in
349 Paragraph 26 of this Agreement, OR
- 350 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
351 Paragraph 24 of this Agreement.
- 352 If Buyer fails to respond within the time stated in Paragraph 16(A)(2) or fails to terminate this Agreement by written notice
353 to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.
- 354 (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to
355 Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice
356 of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the
357 Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
- 358 1. Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a
359 copy of the notice to Buyer and notify Buyer in writing that Seller will:
- 360 a. Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required
361 repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
- 362 b. Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will
363 notify Seller in writing within 5 DAYS that Buyer will:
- 364 (1) Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which
365 will not be unreasonably withheld, OR
- 366 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
367 of Paragraph 24 of this Agreement.
- 368 If Buyer fails to respond within the time stated in Paragraph 16(B)(1)(b) or fails to terminate this Agreement by
369 written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph
370 26 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the
371 terms of the notice provided by the municipality.
- 372 2. If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before
373 Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by
374 written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
- 375 3. If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller
376 will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 16(B)(3) will survive settlement.

377 Buyer Initials: HA

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Seller Initials: HNL

17. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (2-12)

Property is NOT part of a Planned Community unless checked below.

☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act (see Notice Regarding Condominiums and Planned Communities). Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in section 5407(a) of the Act.

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.

- (A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
- (C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 of this Agreement.
- (D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

18. TITLES, SURVEYS AND COSTS (2-12)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) ~~will be obtained and paid for by Seller.~~ Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.
- (D) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 16(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. ~~Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 18(B) items (1), (2), (3) and in Paragraph 18(C).~~

- (E) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☒ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached.

(F) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

- (G) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here (see Notice Regarding Private Transfer Fees):

☐ Private Transfer Fee Addendum (PAR form PTF) is attached.

19. MAINTENANCE AND RISK OF LOSS (2-12)

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any system or appliance included in the sale of Property fails before settlement, Seller will:
1. Repair or replace the failed system or appliance before settlement, OR
 2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance.

Buyer Initials: [Signature]

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Seller Initials: [Signature]

3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
- Accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 19(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:
- Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (2-12)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. REPRESENTATIONS (2-12)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (2-12)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:
- If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 - If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
 - According to the terms of a final order of court.
 - According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))
- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after the Settlement Date stated in Paragraph 4(A), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

506 Buyer Initials: AS

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- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) **Unless otherwise checked in Paragraph 24(G),** Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

25. MEDIATION (2-12)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of REALTORS®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

27. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 15.** If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. SPECIAL CLAUSES (2-12)

(A) **The following are part of this Agreement if checked:**

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- ☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- ☐ Appraisal Contingency Addendum (PAR Form ACA)

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Buyer Initials: MS

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Seller Initials: HRL

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(B) Additional Terms:

This sales contract is contingent on ORTC being awarded grant money sufficient to purchase the land.

Ohio River Trail Council

The seller is retaining all oil, gas and mineral sub surface rights. see OGM

H/L 8/28/14

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

Buyer has read and understands the notices and explanatory information in this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER

[Signature]
Ohio River Trail Council

DATE

8/28/14

BUYER

DATE

BUYER

DATE

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

Seller has read and understands the notices and explanatory information in this Agreement.

SELLER

A Richard Lewis

DATE

5-2-2014

SELLER

DATE

SELLER

DATE

recd 7/25/14 mmm

**OIL, GAS AND MINERAL RIGHTS DISCLOSURE AND
ADDENDUM TO AGREEMENT OF SALE**

OGM

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

PROPERTY Tuscarawas Road Ohioville Boro

SELLER H Richard Lewis

BUYER ORTC

the following section is to be completed by Seller to indicate the Seller's knowledge of and intentions about the oil, gas, and/or mineral rights for the Property.

1. Oil, Gas and Mineral Rights Excepted

(A) ☒ Seller is not aware of any oil, gas and/or mineral rights that have been previously transferred by Seller or a previous owner of the Property.

☐ Seller is aware that the following oil, gas and/or mineral rights have been previously transferred by Seller or a previous owner of the Property (exceptions) and is not transferring them to Buyer:

(B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that have been excepted. Seller will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.

2. Seller's Reservation of Oil, Gas and Mineral Rights

(A) ☐ Seller is not reserving oil, gas, and/or mineral rights.

☒ Seller is reserving an undivided 100 % interest in the Seller's non-excepted oil, gas and mineral rights for the property and is not transferring them to Buyer. This reservation will be executed in its entirety at settlement, unless checked below.

~~Seller will reserve oil, gas, and/or mineral rights according to a schedule, which is attached.~~ only HRL

(B) Seller's reservation does not apply to domestic free gas and surface damage rights, which are set forth below.

(C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that are reserved by Seller. Seller will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.

3. Domestic Free Gas

Seller will convey to Buyer _____ % of the domestic free gas rights to the Buyer.

4. Surface Damages

Seller will convey to Buyer the exclusive right to receive compensation for any and all surface damages, which include, but are not limited to, pipeline rights of way, well pad sites, compressor sites and standing marketable timber.

5. Documentation

Seller has attached to this Addendum copies of all written oil, gas, and/or mineral rights leases and other documents (e.g., royalty agreements) within Seller's possession having to do with past transfers of these rights, as follows:

~~Sub surface rights only~~ only HRL

7/28/14

SELLER H Richard Lewis

DATE 5-2-2014

SELLER

DATE

SELLER

DATE

The following section is to be completed by Buyer and signed by Buyer and Seller as an addendum to an agreement of sale.

6. Seller's Knowledge

The exceptions listed above are to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral rights for the Property that have been previously transferred. Buyer is advised to conduct a full examination of oil, gas and/or mineral rights for the Property.

7. Examination of Oil, Gas and Mineral Rights

☒ **WAIVED.** Buyer has the option to conduct an unlimited title examination and/or any other investigation to determine the status of oil, gas and/or mineral rights pertaining to the Property. Buyer WAIVES THIS OPTION and agrees to the terms of the RELEASE paragraph of the Agreement of Sale.

☐ **ELECTED.** Contingency Period: _____ days (30 if not specified) from the Execution Date of the Agreement of Sale.

(A) Within the Contingency Period, Buyer, at Buyer's expense, may undertake a title examination of unlimited years and/or take whatever action(s) Buyer deems necessary to determine whether oil, gas and/or mineral rights will pass with transfer of title from Seller to Buyer, and if not, to determine the extent and manner by which these rights are affected.

(B) If the title examination performed by or on behalf of Buyer reveals Seller's inability to convey full and marketable title to oil, gas and/or mineral rights (except for the exceptions stated above) to Buyer, Buyer will, within the Contingency Period:

1. Accept the Property with such title as Seller can give and agree to the terms in the RELEASE paragraph of the Agreement of Sale, OR
2. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of the Agreement of Sale.

Buyer Initials: AS

OGM Page 1 of 2

Seller Initials: HRL



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1/12

BUYER'S ESTIMATED COSTS AND DEPOSIT MONEY NOTICE

BEC

This form recommended and approved for, but not restricted to use by, members of the Pennsylvania Association of REALTORS® (PAR).

PROPERTY Tuscarawas Road Ohioville - HR Lewis Property
 BUYER ORTC
 SETTLEMENT DATE _____ PURCHASE PRICE \$ 209,550.00

1. Title
 - (A) Title Search/Insurance \$ 1450.00
 - (B) Closing Protection Letter \$ 80.00
 - (C) Title Endorsements \$ 150.00
 - (D) Mechanics Lien Insurance \$ _____
 - (E) Settlement/Notary Fees \$ 150.00
 - (F) Recording Fees (Mortgage/Deed) \$ _____
 - (G) Transfer Tax \$ 2095
 - (H) Survey \$ _____
 - (I) Domestic Lien Search \$ _____
 - (J) "Patriot Act" Search \$ _____
 - (K) \$ 125
2. Broker's Fee \$ 350
3. Property Insurance (e.g., Homeowner's Insurance)
 - (A) First Year's Premium ? \$ _____
 - (B) Lender Escrow \$ _____
4. Adjustments (+/-)
 - (A) School Tax \$ _____
 - (B) County Tax \$ _____
 - (C) Municipal Tax \$ _____
 - (D) Lender Escrows \$ _____
 - (E) Association Fees (prorations) \$ _____
 - (F) Association Fees (capital contributions, etc.) \$ _____
 - (G) Lienable Utilities \$ _____
5. Inspection Fees
 - (A) Property Inspection \$ _____ *
 - (B) Wood Infestation \$ _____ *
 - (C) Radon \$ _____ *
 - (D) Water \$ _____ *
 - (E) Sewer \$ _____ *
 - (F) Other (e.g., lead paint) \$ _____ *
6. Lender
 - (A) Fees Charged as Percentage of Loan \$ _____ *
 - (B) Appraisal & Credit Report(s) \$ _____ *
 - (C) Mortgage Insurance Lender Escrow \$ _____
 - (D) Mortgage Insurance Premium \$ _____ **
 - (E) VA Funding Fee \$ _____ **
 - (F) Preparation Mortgage Documents \$ _____
 - (G) Interest from settlement date until end of month, at \$ _____ per day \$ _____
 - (H) Miscellaneous Fees (e.g., flood cert., tax service, courier, etc.) \$ _____
 - (I) \$ _____
7. Home Warranty \$ _____
8. Other \$ _____

Estimated Costs \$ 4400.00

First Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: ☐ Fixed Rate ☐ Adjustable Rate

Based on \$ _____, for _____ years,
 at the following rate(s): _____ %
 Principal and Interest \$ _____ \$ _____
 Taxes \$ _____ \$ _____
 Property Insurance \$ _____ \$ _____
 Mortgage Insurance Premium \$ _____ \$ _____
 Condo/Homeowner's Assoc. Fees \$ _____ \$ _____
 Estimated Total \$ _____ \$ _____

Second Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: ☐ Fixed Rate ☐ Adjustable Rate

Based on \$ _____, for _____ years,
 at the following rate(s): _____ %
 Principal and Interest \$ _____ \$ _____
 Combined Total \$ _____ \$ _____

(Total of first & second mortgages)

If the interest rate is higher or lower than shown above, the total monthly payments will be higher or lower. Consult the mortgage lender for more information about mortgage costs and terms.

SUMMARY OF TOTAL MONIES NEEDED

Purchase Price \$ 209,550.00
 Estimated Costs (from left column, incl. MIP & VA Funding Fee, if any) \$ 4400.00
TOTAL CASH REQUIRED (subtotal) \$ 213,950.00
 Less Mortgage Amt. (including MIP & VA Funding Fee, if financed) \$ _____
 Less Seller Assist and Credits (if any) \$ _____
 Less Deposits (if any) \$ 1000.00
BALANCE DUE AT SETTLEMENT \$ 212,950.00

NOTE: Fees from the left column paid before settlement will be subtracted from this amount.

DEPOSIT MONEY NOTICE TO BUYER (if applicable)

LISTING BROKER (Broker for Seller): _____

SELLING BROKER:

1. Listing Broker is a Pennsylvania licensed real estate broker who is required to hold your sales deposit in escrow.
2. Selling Broker is accepting your deposit on behalf of and for transfer to the Listing Broker.
3. If the deposit is in the form of a check, the check must be made payable to the Listing Broker.

* payment may be required before settlement ** usually financed in mortgage amount

Buyer understands that the estimated costs are based on the best information available at this date and may be higher or lower at settlement.

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____
 BROKER (Company Name) _____
 PROVIDED BY (Licensee) _____ DATE _____



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55 **8. Delivery of Reservation Language**

56 Seller will, within _____ days (15 if not specified) furnish to Buyer the reservation language that will appear in the deed that con-
57 veys title to the Property to Buyer. If this reservation language does not reflect the terms in paragraphs 2 through 4 above, Seller
58 may be in default of the Agreement of Sale.

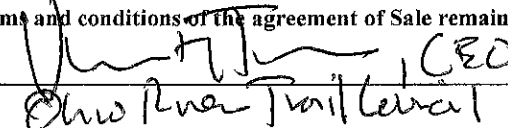
59 **9. Buyer's Review of Reservation Language**

60 Upon receiving the reservation language, or if Seller fails to provide reservation language within the time stated, Buyer will, within
61 _____ days (15 if not specified):

- 62 (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
63 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms
64 of the Agreement of Sale, OR
65 (C) Enter into a mutually acceptable written agreement with Seller.

66 **If Buyer and Seller do not reach a written agreement during the time stated in this paragraph, and Buyer does not ter-**
67 **minate the agreement of Sale by written notice to Seller within that time, Buyer accepts the Property and agrees to the**
68 **terms in the release paragraph of the agreement of Sale.**

69 All other terms and conditions of the agreement of Sale remain unchanged and in full force and effect.

70 BUYER  CEO DATE 4/28/14

71 BUYER _____ DATE _____

72 BUYER _____ DATE _____

73 SELLER H Richard Linn DATE 5-2-2014

74 SELLER _____ DATE _____

75 SELLER _____ DATE _____

need 7/25/14 mem

Buyer Initials:  / _____

Seller Initials:  / _____

BUYER'S ESTIMATED COSTS AND DEPOSIT MONEY NOTICE

BEC

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PROPERTY Tuscarawas Road Ohioville - HR Lewis Property
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 Mortgage Insurance Premium \$ _____ \$ _____
 Condo/Homeowner's Assoc. Fees \$ _____ \$ _____
 Estimated Total \$ _____ \$ _____

Second Mortgage -- Estimated Monthly Payments INITIALLY

Mortgage Type: ☐ Fixed Rate ☐ Adjustable Rate

Based on \$ _____, for _____ years,
 at the following rate(s): _____ %
 Principal and Interest \$ _____ \$ _____
 Combined Total \$ _____ \$ _____

(Total of first & second mortgages)

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 Less Deposits (if any) \$ 1000.00
BALANCE DUE AT SETTLEMENT \$ 212,950.00

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SELLING BROKER:

1. Listing Broker is a Pennsylvania licensed real estate broker who is required to hold your sales deposit in escrow.
2. Selling Broker is accepting your deposit on behalf of and for transfer to the Listing Broker.
3. If the deposit is in the form of a check, the check must be made payable to the Listing Broker.

* payment may be required before settlement ** usually financed in mortgage amount

Buyer understands that the estimated costs are based on the best information available at this date and may be higher or lower at settlement.

BUYER _____ DATE _____
 BUYER _____ DATE _____
 BUYER _____ DATE _____
 BROKER (Company Name) _____
 PROVIDED BY (Licensee) _____ DATE _____



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ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

ASA

1 PROPERTY Tuscarawas Road Ohioville Boro3 SELLER H Richard Lewis4 BUYER Ohio River Trail Council5 DATE OF AGREEMENT July 25, 2014

7 Paragrah 4 A Settlement date: change from "contingent on receipt of Grant money by April
 8 30, 2015" Change to "Contingent on receipt of Grant and Conservancy money by December
 10 31, 2015"

37 All other terms and conditions of the Agreement of Sale remain unchanged and in full force and effect.

38 DocuSigned by:
 39 WITNESS *M McKee* BUYER Vincent Troia CEO Ohio River Trail Council DATE 3/26/15
 40 Ohio River Trail Council

42 WITNESS _____ BUYER _____ DATE _____

45 WITNESS _____ BUYER _____ DATE _____

48 WITNESS *M McKee* SELLER *H Richard Lewis* DATE 3/26/15
 49 H Richard Lewis

51 WITNESS _____ SELLER _____ DATE _____

54 WITNESS _____ SELLER _____ DATE _____

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6/01



Pennsylvania Association of REALTORS®

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 Phone: (724)776-5510 Fax: Melinda McKee

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Lewis Property



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 10B Part 1

Please find the attached copy of the appraisal prepared by a Member, Appraisers Institute (MAI) formerly Institute of Real Estate Appraisers or a PA State Certified Appraiser.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

APPRAISAL REPORT

PREPARED FOR:

Ohio River Trail Council
100 Pennsylvania Avenue
Monaca, PA 15061
Attn: Dr. Vincent Troia



Tuscarawas Road
Ohioville, PA 15052
Ohioville Borough
Beaver County
Report Number: 15-E-0002
Date of Value: January 21, 2015

PREPARED BY:
R. DANIEL WATENPOOL
GA003338
ED CLINE APPRAISALS
P.O. BOX 1
BEAVER FALLS, PA 15010
724-847-3211 FAX 724-847-3233

Ed Cline Appraisals

P. O. BOX 1
BEAVER FALLS, PA 15010
724-847-3211 FAX 724-847-3233

January 26, 2015

Ohio River Trail Council
100 Pennsylvania Avenue
Monaca, PA 15061
ATTN: Dr. Vincent Troia

RE: Tuscarawas Road
Ohioville, PA 15052
Tax Parcel Number: 71-170-0113.P00; 71-170-0113.002; 71-170-0118.000

Pursuant to your request, I have prepared an **appraisal report**, on the above referenced property consisting of three contiguous parcels of land totaling 69.85 acres. The purpose of this appraisal is to estimate the market value of the subject property including all rights inherent in the fee simple estate as defined in this report.

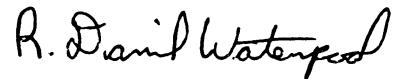
This Appraisal Report; Prepared in accordance with USPAP Standards Rule 2-2A, as well as within accordance with the applicable licensing authority of the Commonwealth of Pennsylvania. The value conclusions stated herein are, as of the effective date as stated in the body of the appraisal, and, contingent upon the certification and limiting conditions attached.

It is my opinion that the market value as defined within this report, of the fee simple interest of the subject property, as of January 21, 2015 is: is \$224,000.

**TWO HUNDRED TWENTY FOUR
THOUSAND DOLLARS**

Please do not hesitate to contact me if I can be of additional service to you.

Respectfully submitted,



R. Daniel Watenpool
PA Certified General Real Estate Appraiser
Certificate #GA003338
Expires June 30, 2015

APPRAISER CERTIFICATION:

This appraisal certification is a binding requirement according to U.S.P.A.P. Standard Rule 2-3.

Each written real property appraisal report must contain a signed certification that is similar in content to the following form:

I certify that to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analysis, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interests with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I did not base, either partially or completely, our analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have extensive experience in appraising properties similar to the subject and am in compliance with the Competency Rule of USPAP.
- **R. Daniel Watenpool** has made a personal visit to the property that is the subject of this report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site or on any site within the immediate vicinity of the subject property of which we are aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that we had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

- I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s) in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report. Therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
- No one provided significant real property appraisal assistance to the person signing this report.
- The analysis, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and with the requirements of the Code of Professional Ethics.
- I have performed no other services (or the specified services), as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Date Signed: January 26, 2015



R. Daniel Watenpool
PA Certified General Real Estate Appraiser
Certificate #GA003338
Expires June 30, 2013

SUMMARY OF IMPORTANT FACTS

Property Identification:	Tuscarawas Road Ohioville, PA 15052 Ohioville Borough Beaver County
Client Name:	Ohio River Trail Council
Owner of Record:	H. Richard Lewis
Tax Identification Number:	Parcel ID # 71-170-0113.P00; 71-170-0113.002; 71-170-0118.000
Present Use:	Vacant Land
Property Rights Appraised:	Fee Simple Estate
Zoning:	No Municipal Zoning
Flood Plain Information:	Not located in a flood hazard area Community Panel Number #4223240010B Zone: C Date: 9/24/1984
Site Size:	69.85 Acre
Effective Date of Appraisal:	January 21, 2015
Personal Property Value:	No personal property was given value consideration in this report.
Estimated Exposure Time and Marketing Period	3 to 6 months; 3 to 6 months

MARKET VALUE INDICATIONS:

Income Approach	Not Applicable
Cost Approach	Not Applicable
Sales Comparison Approach	\$224,000

FINAL OPINION OF MARKET VALUE: \$224,000.

**TWO HUNDRED TWENTY FOUR
THOUSAND DOLLARS**

SCOPE OF THE APPRAISAL

Scope of Work is defined in the Fourth Edition of The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, as the amount and type of information researched and the analysis applied in an assignment. As part of this appraisal, I have taken the following steps to gather, confirm and analyze relevant data:

A physical observation was performed on January 21, 2015.

- Inspected the subject property, surrounding area, neighborhood and surrounding market area.
- Reviewed tax assessment, deed and aerial mapping
- Investigated current zoning and flood plain information
- Performed a highest and best use analysis as though vacant.
- Considered all three approaches to value and developed the sales comparison approach to value.

This report was prepared in accordance with the requirements of the “appraisal report” option of USPAP Standards 2-2a. As such, it presents the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our work file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal as noted herein.

Client

The client for the appraisal report is Ohio River Trail Council.

Intended Users

The intended user of this appraisal report is Ohio River Trail Council.

Intended Use

The intended use of this appraisal report is for financial decision making purposes; no other use is authorized by the appraiser.

Effective Date

Dan Watenpool visited the site on January 21, 2015, which is the effective date of this report.

Property Identification

Tax Map Number: 71-170-0113.P00; 71-170-0113.002; 71-170-0118.000
 Map Reference: 38300 MSA
 Census Tract: 6027.02

Real Estate Taxes

The 2014 total millage is 82.20.

The assessed valuation is for 2014 is

Parcel #	Land	Improvement	Total
71-170-0113.P00	\$3,035	\$0	\$3,035
71-170-0113.02	\$ 300	\$0	\$ 300
71-170-0118.00	\$ 500	\$0	\$ 500
Total	\$3,835	\$0	\$3,835

The total actual taxes are \$315. The current Beaver County common level ratio factor is 3.41. The imputed market value for assessment purposes is \$13,077. The subject property does have a favorable assessment.

Purpose and Property Rights Appraised

The purpose of this appraisal is to develop an opinion of market value of the fee simple estate in the property as of the effective date of this report.

Fee simple estate is the absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.¹

Sales & Listing History

The subject property is not currently listed for sale and has not sold within the past three years. It is currently under contract for \$209,550 agreement dated July 25, 2014. The agreement of sale has been reviewed and the sale price is supported by the market. According to the sales agreement, the seller is retaining the oil, gas and mineral rights.

Personal Property

No personal property has been included in the final opinion of market value.

¹The Dictionary of Real Estate Appraisal (Fourth Edition), The Appraisal Institute,

DEFINITION OF MARKET VALUE

The Market Value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Note: Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs that are normally paid by the seller as a result of tradition or law in a market area. These costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical “dollar for dollar” cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

As Is Market Value

The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.²

¹Federal Register, vol.59, 29499, June 7, 1994.

² The Dictionary of Real Estate Appraisal - Fourth Edition

Hypothetical Condition

A condition, directly related to a specific assignment which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of this analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison.
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

This appraisal is not subject to any hypothetical conditions.

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinion or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions.
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

This appraisal is not subject to any extraordinary assumptions.

Other Conditions

Any sketches, maps, plot plans and drawings attached to this report are for visual aid purposes only.

INTRODUCTION TO VALUATION

The valuation process is a procedure designed to systematically collect data and develop conclusions in support of an estimation of value for a specific parcel of real property. To satisfy the purpose of the appraisal, the appraiser collects, verifies and analyzes sufficient data on which to base a supportive value conclusion consistent with the highest property.

The **sales comparison approach** assumes that the informed purchaser would pay no more for a property than the cost of acquiring another existing property with equivalent utility and desirability. This approach is most appropriate when an active market provides sufficient reliable data. It is less reliable in an inactive market, or when estimating the value of properties for which there are no truly similar sales available. The sales comparison approach is most often relied on for owner user, single user properties and vacant land.

The **income capitalization approach** is founded on the concept that a relationship exists between the income a property can generate and its value. This approach converts the anticipated net income from ownership of a property into a value indication through either direct capitalization or discounted cash flow analysis (yield capitalization) or both when appropriate.

Direct capitalization is a method used to convert an estimate of a single year's income expectancy into an indication of value in one step by dividing the net operating income estimate by an appropriate income rate. Discounted cash flow analysis differs in that the appraiser endeavors to simulate a typical investor's criteria by forecasting an income stream over a projection period and discounting to a present value. In either method, the rate of return should be sufficient to attract investment capital. The rate is influenced by many factors, including the degree of perceived risk, the durability of the income stream, forecasts of inflationary trends, returns available from alternative investments and/or comparable properties and the availability of mortgage funds. The income approach is most applicable when appraising multi-tenant income producing properties.

The **cost approach** assumes that an informed purchaser would pay no more than the cost of producing a substitute property with the same utility. It is a method through which a value indication is derived in a property by estimating the current cost to construct a replacement for the existing structure and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. This approach is most applicable when the improvements being appraised are relatively new and represent the highest and best use of the land, or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The final step in the valuation process is the reconciliation of the value indications. In the reconciliation, the appraiser considers the relative applicability of each of the approaches used, examines the range of the value indications, and gives the most weight to the approach or approaches that produce the most credible solution to the appraisal problem consistent with the scope and reliability of the data.

VALUATION OF THE SUBJECT PROPERTY

In this report, the cost and income approaches to value were not applicable. The income potential is limited as there is typically no income stream for vacant land. There are no improvements on the site for the appraiser to apply the cost approach and the components of the land itself cannot be reproduced to calculate cost. The sales comparison approach was considered the most appropriate and accurate due to the quality of data available with which to compare the subject.

AREA DESCRIPTION

Beaver County is located in southwestern Pennsylvania, approximately 16.2 miles northwest of the City of Pittsburgh. Beaver County is comprised of (2) two incorporated, third class cities (Aliquippa and Beaver Falls), and (52) fifty two boroughs and townships. The County is bordered on the west by the States of Ohio and the panhandle of West Virginia; the south by Washington County; the east by Allegheny and Butler Counties; and the north by Lawrence County. Beaver County was once dominated by heavy steel industries but, since the downfall of steel, newer smaller manufacturing and service industries are locating in the area.

The 2010 population is 170,539 with a land area of 434.21 square miles. The population represents a 6.0% decrease from the 2000 Census numbers. The 2010 estimate of Median Household Income of \$44,557 shows a 22.7% increase since 2000 and the 2009 Per Capita Income is estimated at \$23,681. The county seat is Beaver Borough, located between Routes 60 and 51 along the Ohio River and approximately 34 miles northwest of the City of Pittsburgh.

As noted above the area has seen a decrease in the population with local residents leaving for better economic opportunities and the elderly now becoming a larger part of the total population this trend is forecasted to continue.

NEIGHBORHOOD DESCRIPTION

Ohioville is located in Western Beaver County. It is bordered to the north by South Beaver Township, to the east by Brighton Township, to the southeast by the Borough of Industry, to the south-southeast by the Borough of Midland, and to the south-southwest by the Borough of Glasgow. Much of the southern border of Ohioville is the Ohio River; across the river are the borough of Georgetown and Greene Township. The western border of Ohioville is the Ohio-Pennsylvania state line; bordering Ohioville on the west are (from south to north) East Liverpool, Liverpool Township, St. Clair Township, and Middleton Township, all in Columbiana County, Ohio.

Pennsylvania Route 168 is the main road through the township, running south into Midland and north to Darlington and New Galilee. Pennsylvania Route 68 runs along the Ohio River in the southern part of the borough, between Midland to the east and Glasgow, Pennsylvania, and East Liverpool, Ohio, to the west. There are scattered commercial and residential properties located along both of these main roads and there is some industry located along the Ohio River. The majority of homes and businesses in the community are owner occupied.

According to the United States Census Bureau, the borough has a total area of 23.7 square miles of which 23.3 square miles is land and 0.35 square mile is water.

This is a somewhat rural community with a current population reported by the 2010 census of 3,533 residents. This marks a 6% decline from the 2000 census number of 3,759 residents. The current median household income is estimated at \$52,599 and the median home sale price over the past two years has remained relatively stable at approximately \$120,000.

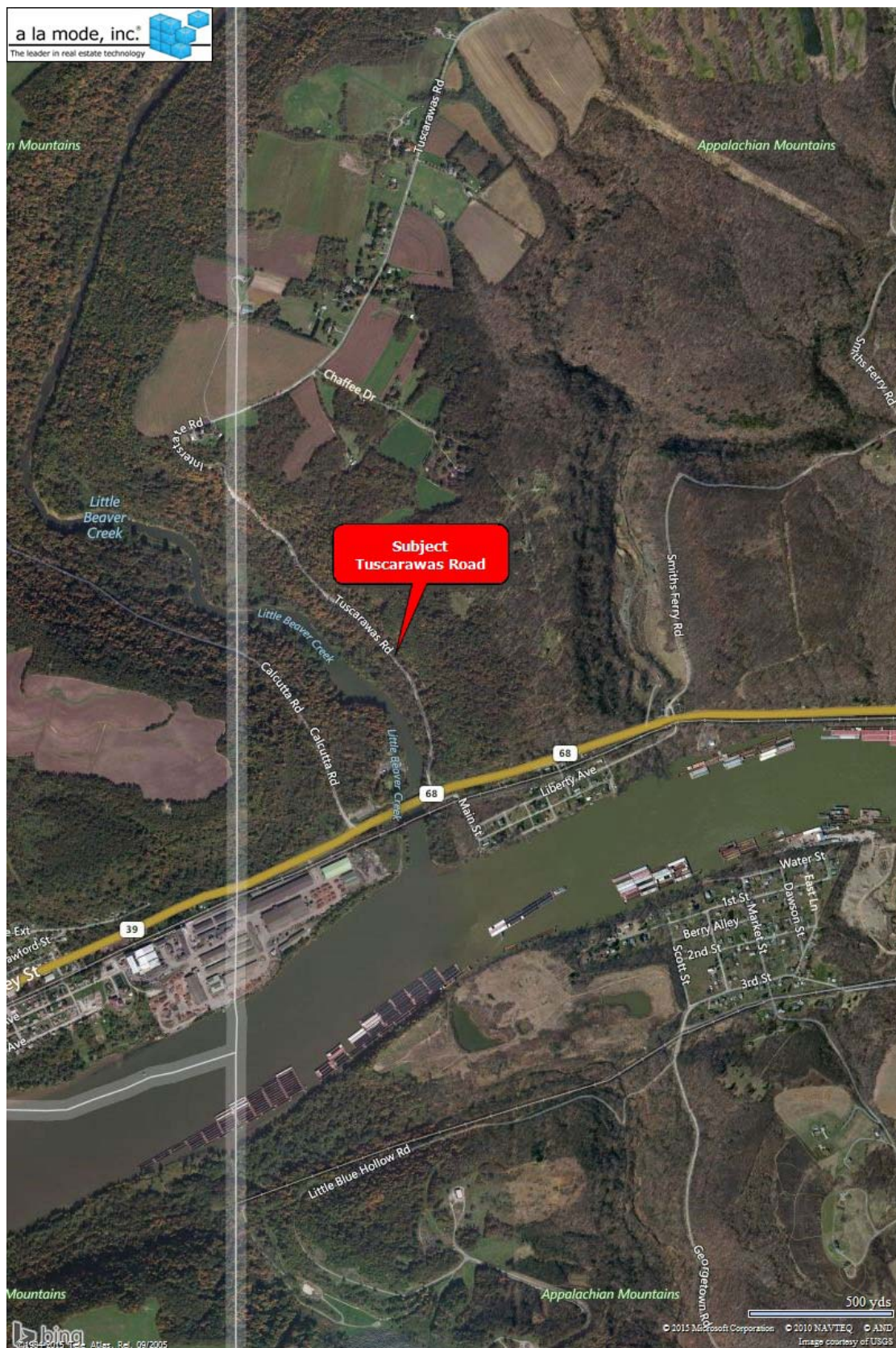
There has been no residential subdivision development in the community as demand and real estate prices will not support the cost of new construction.

More specifically the subject property is located along both sides of Tuscarawas Road near the Ohio Border and near the intersection of State Route 68 and Tuscarawas Road. Surrounding property uses are primarily vacant land with some scattered single family homes along Tuscarawas Road.

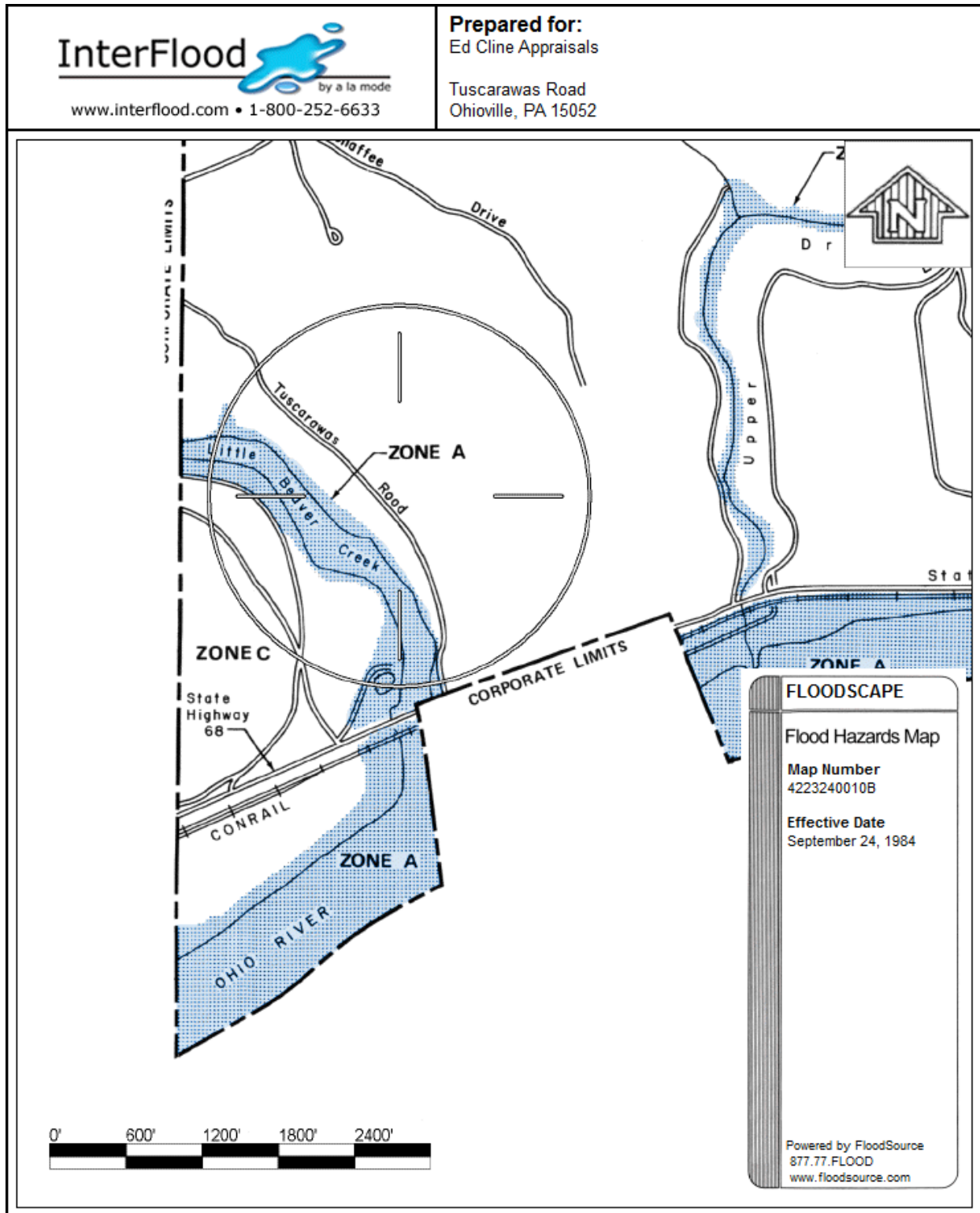
Conclusion

The population decline in the neighborhood is more likely a result of smaller family sizes and an aging population rather than an exodus from the community. Due to the declining population and the fact that current real estate prices will not support the cost of new construction there has been almost no new residential or commercial construction in the borough.

LOCATION MAP

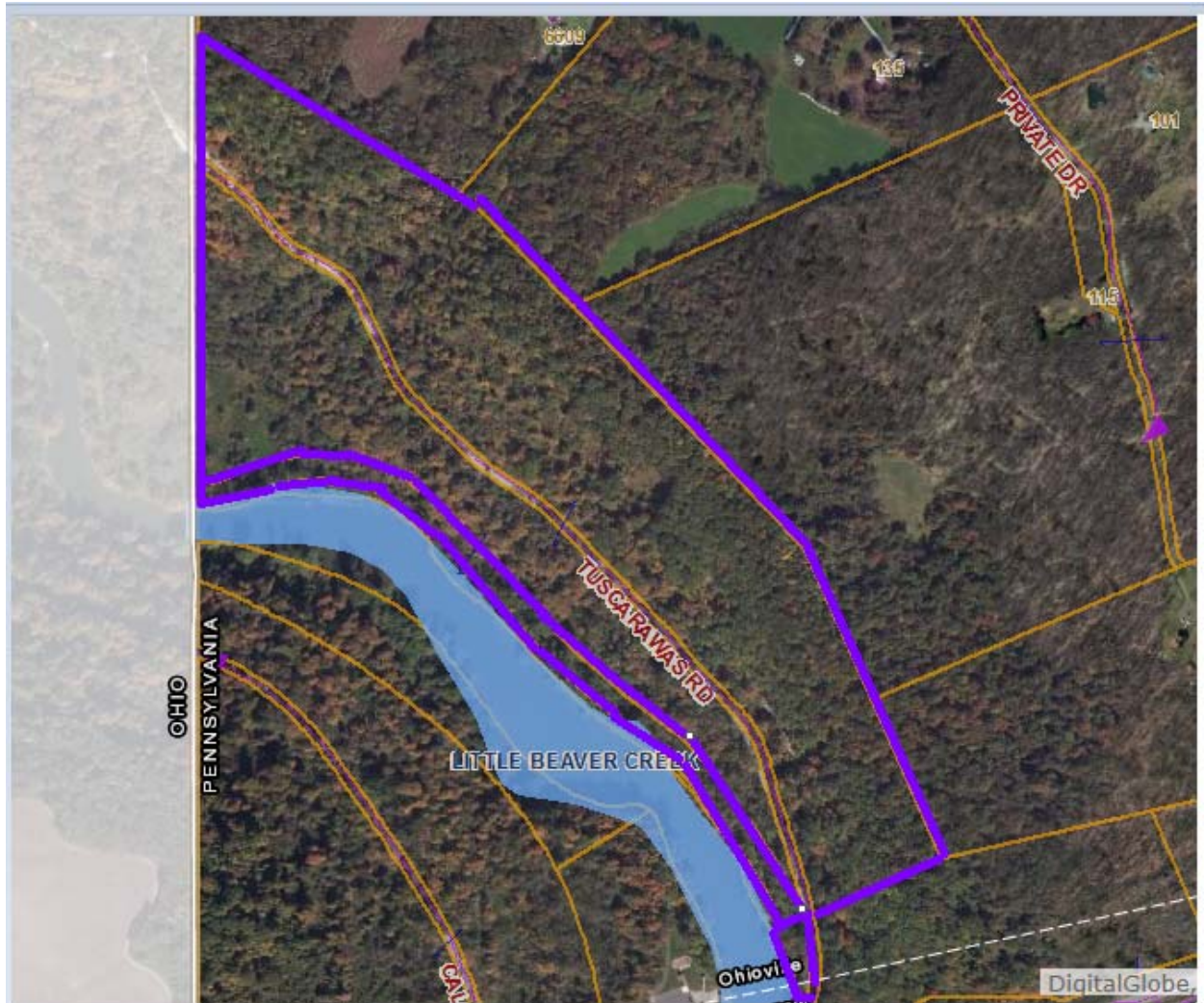


FLOOD MAP



© 1999-2014 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For Info: info@floodsource.com.

AERIAL PLOT PLAN



PROPERTY DESCRIPTION

GEOGRAPHIC DATA:

Tuscarawas Road
Ohioville, PA 15052
Ohioville Borough
Beaver County

SITE CHARACTERISTICS:

The subject property consists of 69.85 acres. It is bisected by Tuscarawas Road and borders the Little Beaver Creek.

Flood Map Information The majority of the subject site is not located in a flood hazard area. Map #4223240010B, Zone C, Dated 9/24/1984.

Easements There were no apparent adverse easements or encroachments needed as of the effective date of this appraisal.

Utilities There is no public water or sewage at the site. Only electric is available.

Access/Curb Cuts None

Sidewalks None

Street Tuscarawas Road is a two lane bi-directional asphalt roadway.

Topography Moderately to steeply sloped with some level areas along the river. The property is heavily wooded.

Visibility Average

Landscaping Natural

Functional Utility Due to lack of public water and sewage and given the lack of demand for housing in the borough, the overall functional utility of the site is fair.

Environmental Hazards An environmental assessment report was not provided for review. During my site visit there were no obvious signs of contamination.

SUBJECT PHOTOS



SUBJECT LOOKING NORTHEAST



SUBJECT LOOKING NORTHWEST

SUBJECT PHOTOS



STREET SCENE LOOKING NORTH



SUBJECT LOOKING SOUTHWEST

SUBJECT PHOTOS



SUBJECT STREET LOOKING SOUTH



SUBJECT LOOKING SOUTHEAST

HIGHEST AND BEST USE

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. In estimating the highest and best use, there are four essential items for analysis that must be analyzed sequentially.

They are as follows:

- 1) Legally Permissible - What uses are currently or most probably allowable under current zoning, building codes, environmental regulations and other applicable laws that govern land use restrictions.
- 2) Physically Possible – Can the site accommodate the size and shape of the proposed improvement?
- 3) Financially Feasible - Which possible and permissible uses will generate sufficient income to support the use for which it was designed?
- 4) Maximum Productivity – Which use is capable of producing the highest value from among the permissible, possible, and financially feasible uses?

Site As Vacant

The subject property consists of a total of 69.85 acres. It is located in an area with no municipal zoning. Surrounding property uses are primarily vacant large parcels of land. There are some single family homes along Tuscarawas Road where the subject is located but there is little if any new residential or commercial construction taking place in the community due to a lack of demand. The subject site also lacks public water and sewer further limiting any potential for development of the site. Given the lack of demand for land available for new residential or commercial construction and given the lack of public water and sewer, it is my opinion that the highest and best use of the site as vacant is for recreational use or possibly an estate type home site.

Most Probable Buyer

Taking into account the size and class of property the most probable buyer is an owner user.

DIRECT SALES COMPARISON APPROACH

The direct sales comparison approach is a means of estimating the market value of the subject property based on similar properties, which have sold in the recent past. The direct sales comparison approach has been defined as an interpretation or reaction of typical buyers and investors in the market. The direct sales comparison approach is based on the principle of substitution, which in this report, implies that a prudent investor would not pay more to buy or rent than it would cost to buy or rent a comparable substitute property. In this approach, the appraiser searches the market for the most closely located recent sales and current listings of similar properties.

When evaluating comparable sales, it is important to develop a pertinent unit of comparison. Data in its raw form may be somewhat misleading; therefore, a common unit of comparison must be developed. Units of comparison include, but are not limited to, price per square foot, price per acre, or price per front foot.

Differences between a comparable property and a subject property are frequently expressed in subjective assumptions such as superior, similar or inferior. This is indicative of the process known as bracketing. Bracketing is a process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into two groups-those superior to the subject and those inferior to the subject. The adjusted sale prices reflected by these two groups limit the probable range of values for the subject and identify a bracket in which the final value opinion will fall. The most comparable sales will typically fall near the middle of the range. Comparisons are made for differences in:

Location: An adjustment for location within a market area may be required when the locational characteristics of a comparable property are different from those of the subject property. Although no location is inherently desirable or undesirable, an appraiser can conclude that the market recognizes that one location is better than, similar to, or worse than another.

Physical Characteristics: If the physical characteristics of a comparable property and the subject property differ in many ways, each of these differences may require comparison and adjustments. Such characteristics include, but are not limited to site size, topography and overall utility usage.

Other elements of comparison include real property rights conveyed, financing terms, conditions of sale and type of zoning.

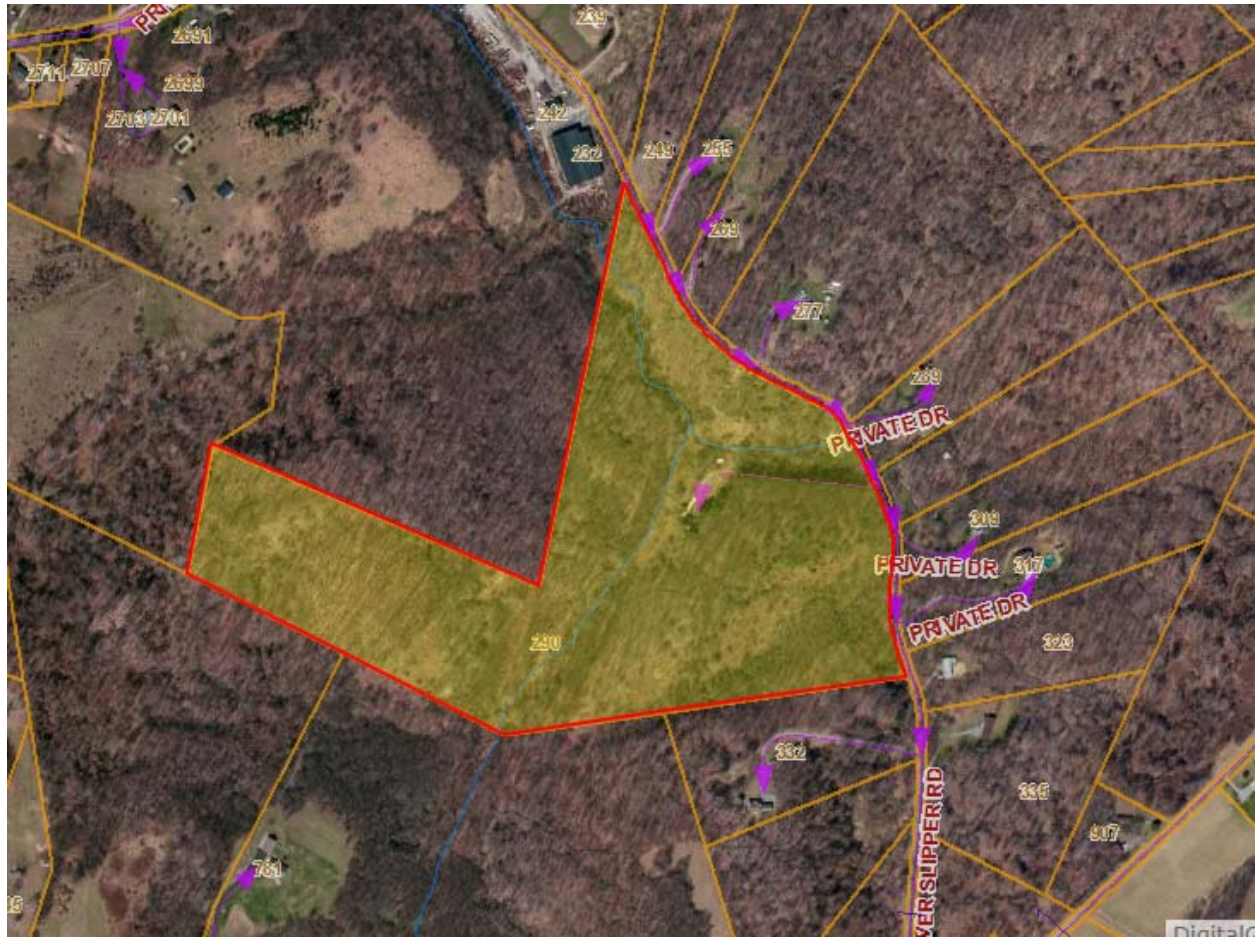
LAND SALE COMPARABLE #1

Street Address	226 Logtown Road Darlington, PA 16115
Municipality	Darlington Township
County	Beaver
Seller	David F. & Gail F. Gray
Buyer	Darlington 62 Partners, LP
Sales Date	4/20/2011
Legal Reference	3386781
Tax ID #	58-101-0125.002; 58-101-10126.000
Sale Price	\$195,000
Sales or Financing Conditions	None
Lot Size	62.26 acres
Sale Price per Acre	\$3,132
Legal Means of Access	The site has access off of Logtown Road.
Zoning	RA-Residential/Agricultural
Flood Plane/Wetlands	There is a small stream bisecting the southern portion of the site below Logtown Road.
Present Use	Vacant Land
Utilities	Electric and gas are available
Topography/Shape	Level to moderately sloped. Approximately 30 acres are cleared.
Property Rights	Fee Simple
Terms of Sale	Conventional
Verification	Agent/Owner
Description: A 62.26 acre parcel originally listed for sale for \$210,000. The property was on the market approximately 180 days and sold for \$195,000. The property has not sold within the past three years. This sale includes all of the oil, gas, hydrocarbon and subsurface mineral rights.	

COMPARABLE #1 PLOT PLAN

LAND SALE COMPARABLE #2

Street Address	290 Silver Slipper Road Hookstown, PA 15050
Municipality	Green Township
County	Beaver
Seller	Ruth A. Cain
Buyer	Thomas J. McCune
Sales Date	11/26/2014
Legal Reference	3493400
Tax ID #	62-201-0121-000
Sale Price	\$165,000
Sales or Financing Conditions	None
Lot Size	51.0 acres
Sale Price per Acre	\$3,235
Legal Means of Access	The site has significant frontage along Silver Slipper Road.
Zoning	No municipal zoning.
Flood Plane/Wetlands	The site is bisected by a stream. The majority of the site is not located in a flood hazard area.
Present Use	Vacant Recreational Land
Utilities	Electricity only
Topography/Shape	The site is heavily wooded and has rolling and steep topography. It is irregular in shape.
Property Rights	Fee Simple
Terms of Sale	Conventional
Verification	Agent/Owner
Description: This is a 51.0 acre parcel located in Green Township along Silver Slipper Road. It has good frontage along Silver Slipper Road and the rear 50% of the site is heavily wooded and moderate to steeply sloped. The remaining 50% of the site along Logtown Road is rolling and partially cleared. The property was listed for sale for \$175,000 and sold in 28 days for \$165,000. This property has not sold within the past three years. The sale of this property excluded the gas and oil rights.	

COMPARABLE #2 PLOT PLAN

LAND SALE COMPARABLE #3

Street Address	Brush Creek Road New Brighton, PA 15066
Municipality	Marion Township
County	Beaver
Seller	Thomas H. Meehan
Buyer	Frank K. & Heidemarie Wenzel
Sales Date	1/15/2010
Legal Reference	3359684
Tax ID #	68-124-0162-P00
Sale Price	\$200,000
Sales or Financing Conditions	None
Lot Size	59.62 acres
Sale Price per Acre	\$3,355
Legal Means of Access	The site has good frontage along Brush Creek Road.
Zoning	A-1 Agricultural
Flood Plane/Wetlands	There is a small stream bisecting the site but the majority of the site is not located in a flood hazard area.
Present Use	Recreational
Utilities	Electric
Topography/Shape	Heavily wooded and moderately to steeply sloped. Irregular in shape.
Property Rights	Fee Simple
Terms of Sale	Conventional
Verification	Agent/Owner
Description: A 59.62 acre parcel originally listed for sale for \$420,000. The property sold for \$200,000 in 60 days. The property is heavily wooded, is moderately to steeply sloped and is located in an agricultural zoning district. The property has not sold within the past three years. This sale included the oil and gas rights.	

COMPARABLE #3 PLOT PLAN

LAND SALE COMPARABLE #4

Street Address	300 Carewood Road Wampum, PA 16157
Municipality	Big Beaver Borough
County	Beaver
Seller	Delmont C. Grim
Buyer	Robert J. Svihra
Sales Date	1/18/2011
Legal Reference	3380756
Tax ID #	53-102-0231-000
Sale Price	\$134,400
Sales or Financing Conditions	None
Lot Size	44.80 acres
Sale Price per Acre	\$3,000
Legal Means of Access	The site had good frontage and access off of Carwood Road
Zoning	SC Special Conservation District. This zoning allows for recreational and single family uses.
Flood Plane/Wetlands	There is a stream bisecting the northwest corner of the site. The majority of the parcel is not located in a flood hazard area.
Present Use	Recreational
Utilities	Public Electric
Topography/Shape	Heavily wooded and moderately to steeply sloped / Irregular in shape.
Property Rights	Fee Simple
Terms of Sale	Conventional
Verification	Owner
Description: A 44.80 parcel located in Big Beaver Borough along Carewood Road. The parcel is heavily wooded and is moderately to steeply sloped. Public electric is available to the site. The property was not listed for sale on a multi-list service. It is zoned Special Conservation which allows for recreational and single family uses. This property has not sold within the past three years. This sale included the oil and gas rights.	

COMPARABLE #4 PLOT PLAN

COMPARABLE LAND SALES PRICE ANALYSIS

	SUBJECT	COMP #1	COMP #2	COMP #3	COMP #4
Address	Tuscarawas Road	226 Logtown Road Darlington, PA 16115	290 Silver Slipper Road Hookstown, PA 15050	Brush Creek Road New Brighton, PA 15066	300 Carewood Road Wampum, PA 16157
Municipality	Ohioville Borough	Darlington Township	Green Township	Marion Township	Big Beaver Borough
Site Size	69.85 Acres	62.26 Acres	51.0 Acres	59.62 Acres	44.80 Acres
Sale Price	N/A	\$195,000	\$165,000	\$200,000	\$134,400
Sale Price/Acre	N/A	\$3,132	\$3,235	\$3,355	\$3,000
Property Rights Purchased	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing Terms	Conventional	Conventional	Conventional	Conventional	Conventional
Conditions of Sale	None	None	None	None	None
Date of Sale	N/A	4/20/2011	11/26/2014	1/15/2010	1/18/2011
Time/Market Change	Average	No Change	No Change	No Change	No Change
Adjusted Sale Price/Acre	N/A	\$3,132	\$3,235	\$3,355	\$3,000
Location	Average	Similar	Similar	Similar	Similar
Site Size/Utility	69.85 acres	Similar	Similar	Similar	Similar
Topography	Average	Similar	Similar	Similar	Similar
Utilities	Public Electric	Similar	Similar	Similar	Similar
Net Adjustments	N/A	0%	0%	0%	0%
Adjusted Price/Acre	N/A	\$3,132	\$3,235	\$3,355	\$3,000

DIRECT SALES COMPARISON RECONCILIATION

The direct sales comparison Approach has its most validity when a property is located in an area where there are numerous recent comparable sales. The appraiser has performed a diligent search of comparable sales throughout Beaver County. The sales presented were considered the best available and after adjustments are reflective of the subject's market value.

The sequence of the quantitative adjustments in the following grid first established an adjusted market price. Subsequently we reviewed certain physical characteristics which we determined were measurable and in certain instances, required a percentage adjustment. The adjustments made were as follows:

Location: Comparables chosen are all similar in location.

Site Size: No adjustments were made for site size. I have analyzed these sales on a price per acre basis and the comparables are similar in size. There was no measurable dollar difference that could be extracted from the market for site size.

Overall Utility: The subject property and comparables sales are all similar in overall utility. I considered zoning and topography with these characteristics as well.

The subject's location and acreage is similar in comparison with recent land sales in the area. There is an adjusted range of \$3,000 to \$3,355 per acre. I have placed most weight on comparable #2 as it is the most recent sale and is the closest in proximity. The indicated price per acre is \$3,200.

$$69.85 \text{ Acre} \times \$3,200 \text{ per Acre} = \$223,520$$

Rounded to: \$224,000

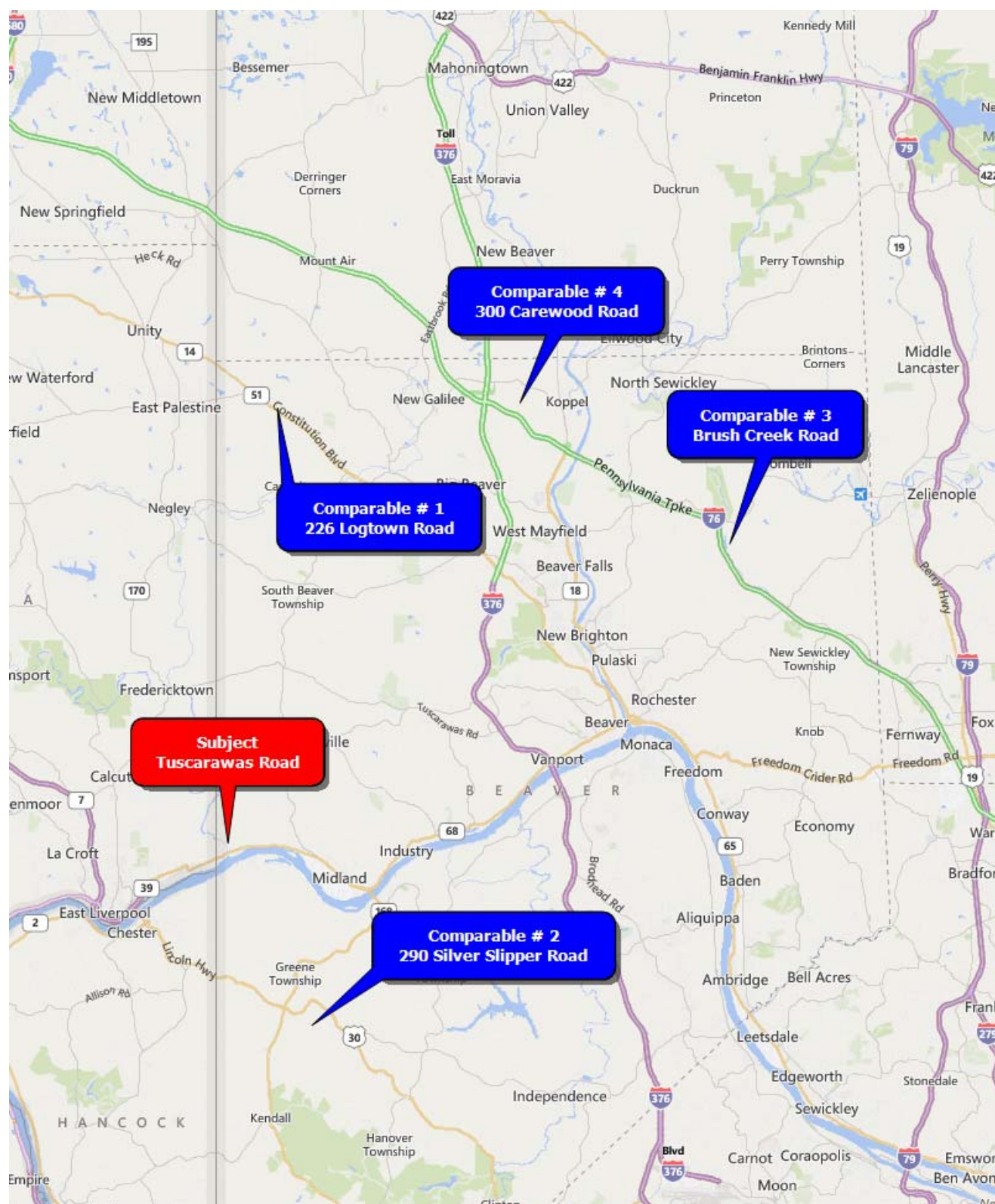
**TWO HUNDRED TWENTY FOUR
THOUSAND DOLLARS**

EXPOSURE TIME/MARKETING TIME

Exposure time is the length of time the subject property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value of the effective date of the appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. Marketing time is a forward looking estimate (from the effective date), to estimate the amount of time it might take a seller to market and sell the asset.

The comparables range in days on market from 28 to 180 days. Based on my review of recent sales transactions for similar properties and my analysis of supply and demand in the local market, it is my opinion the probable exposure time is 3 to 6 months. It is also my opinion that there will be no significant changes in the market in the near term; therefore marketing time has also been estimated at 3 to 6 months.

COMPARABLE SALES MAP



FINAL RECONCILIATION OF VALUE:

The final step in the appraisal process is to reconcile the body of the data analyzed into a single opinion of value. The appraiser has analyzed the relevance of the three traditional approaches to value: The income capitalization approach, the cost approach and the direct sales comparison approach. The final value opinion does not simply represent the average of the different value indications derived. No mechanical formula is used to select one indication over the others rather; final reconciliation relies on the proper application of appraisal techniques and the appraiser's judgment and experience.

The subject property is a 69.85 acre parcel of vacant land. It is located in an area with no municipal zoning and surrounding property uses are primarily vacant large parcels of land and single family uses.

The cost and income approaches were deemed not applicable; therefore only the sales comparison approach was developed.

MARKET VALUE INDICATIONS:

Income Approach	Not Applicable
Cost Approach	Not Applicable
Sales Comparison Approach	\$224,000

The final opinion of value as defined within this report, of the fee simple interest of the subject property as is, as of January 21, 2015 is \$224,000.

**TWO HUNDRED TWENTY FOUR
THOUSAND DOLLARS**

**COMPLIANCE UNDER THE
FINANCIAL INSTITUTIONS REFORM, RECOVERY AND
ENFORCEMENT ACT OF 1989 (FIRREA)
(FIRREA COMPLIANCE)**

The final rules set forth 14 minimum appraisal standards, most of which appraisers routinely meet. The minimum appraisal standards state that all appraisals shall, at a minimum:

1. Conform to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of The Appraisal Foundation.
2. Disclose any steps taken that were necessary or appropriate to comply with the Competency Provision of the USPAP.
3. Be based upon the definition of market value as set forth in section 34.42 (f).
4. Be written and presented in a narrative format or on forms that satisfy all the requirements of this section, be sufficiently descriptive to enable the reader to ascertain the estimated market value and the rationale for the estimate, and provide detail and depth of analysis that reflects the complexity of the real estate appraised.
5. Analyze and report in reasonable detail any prior sales of the property being appraised that occurred within the following time periods:
 - *For one- to four-family residential property, one year preceding the date when the appraisal was prepared.
 - *For all other property, three years preceding the date when the appraisal was prepared.
6. Analyze and report data on current revenues, expenses, and vacancies for the property if it is and will continue to be income-producing.
7. Analyze and report a reasonable marketing period for the subject property.
8. Analyze and report on current market conditions and trends that will affect projected income or the absorption period, to the extent they affect the value of the subject property.
9. Analyze and report appropriate deductions and discounts for any proposed construction, or any completed properties that are partially leased or leased at other than market rents as of the date of the appraisal, or any tract developments with any unsold units.

COMPLIANCE UNDER FIRREA**(Continued)**

10. Include in the certificate required by USPAP an additional statement that the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
11. Contain sufficient supporting documentation with all pertinent information reported so that the appraiser's logic, reasoning judgment, and analysis in arriving at a conclusion indicate to the reader the reasonableness of the market value reported.
12. Include a legal description of the real estate being appraised, in addition to the description required by USPAP.
13. Identify and separately value any personal property, fixtures, or intangible items that are not real property but are included in the appraisal, and discuss the impact of their inclusion or exclusion on the opinion of market value.
14. Follow a reasonable valuation method that addresses the direct sales comparison, income, and cost approaches to market value; reconciles those approaches; and explains the elimination of each approach not used.

ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITATIONS OF APPRAISAL

No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

APPRAISAL IS NOT A SURVEY

The appraiser has made no survey of the property and no responsibility is assumed in connection with such matters. Any maps, plats or drawings reproduced and included in this report are intended only for the purpose of showing special relationships. The reliability of the information contained on any such map or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern on boundaries, setbacks, encroachments or other survey matters.

The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency, or other data sources, and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

APPRAISAL IS NOT A LEGAL OPINION

It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal.

It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in the appraisal report.

APPRAISAL IS NOT AN ENGINEERING OR PROPERTY INSPECTION REPORT

It is assumed that there are no hidden or non-apparent conditions of the property, subsoil or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for the engineering that may be required to discover such factors. Since no engineering or percolation tests were made, no liability is assumed for soil conditions. Subsurface rights and the effects of mine subsidence, if any, were not considered in making this appraisal.

The appraiser has noted in the appraisal report any adverse conditions, such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc., observed during the inspection of the subject property or that he or she become aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or non-apparent conditions of the property or adverse environmental conditions, including the presence of hazardous wastes, toxic substances, etc., that would make the property more or less valuable and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

I am not an environmental expert and I do not have the expertise necessary to determine the existence of environmental hazards, such as the presence of urea formaldehyde foam insulation, toxic waste, asbestos, hazardous building materials or any other environmental hazards, on the subject or surrounding properties. If I know of any issues of this nature, I believe would create a significant problem, they are disclosed in this report. Nondisclosure should not be taken as an indication that such a problem does not exist. An expert in the field should be consulted if there is a concern regarding environmental factors.

Neither chemical nor scientific tests were performed by the appraiser on the subject property. It is assumed that the air, water, ground and general environment associated with the property does not present a physical or health hazard of any kind unless otherwise noted in the report. It is further assumed that the lot does not contain any type of dumpsite nor underground storage tanks leaking toxic or hazardous chemicals into the groundwater or the environment unless otherwise noted in the report.

The appraiser is not aware, unless specifically stated within the report, of any wetlands on the subject site. If the site or a portion of the site is determined to be a wetland or protected by the EPA, DER or any other federal or state agency, we reserve the right to alter our expressed opinion.

APPRAISAL REPORT LIMITATIONS

This appraisal was prepared at the request of and for the exclusive use of the client to whom the appraisal is addressed. No third party shall have any right to use or rely upon this appraisal for any purpose.

The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

There are no requirements, by reason of this appraisal, to give testimony or appear in court or any pretrial conference or appearance required by subpoena with reference to the property in question. If such a situation arises, sufficient notice must be given to allow adequate preparation and additional fees will be assessed to the client at our regular rates for such appearances and the preparation necessitated thereby.

This report is written for the information of the client. Possession of this report, or a copy thereof, does not carry with it a right of publication. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the appraiser. Nor shall the appraiser, firm, or professional organization of which the appraiser is a member be identified without the written consent of the appraiser.

The appraiser must provide written consent before the lender/client specified in the appraisal report can distribute the appraisal report, including conclusions about the property value, the appraiser's identity and professional designations, references to any professional appraisal organizations or the firm with which the appraiser is associated, to anyone other than the borrower, the mortgagee or its successors and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution and any department, agency, or instrumentality of the United States, any individual state or the District of Columbia. The only exception within the report is the property description section, which the lender/client may distribute to a data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales or other media.

DEED
PARCEL 71-170-0118

00024

The same having been sold by the Tax Claim Bureau to the said grantee, on the 8th day of Sept. 1997 after due advertisement according to law, the period of redemption for the payment of tax claims having expired without the property having been redeemed, or any tax judgements heretofore having been entered against the described property having not been satisfied, or no agreement to stay the sale of the within described property having been entered into, or the within described real estate no longer remaining in possession of a sequestrator, by Upset Sale, ~~to No. 11816 Term, 1997~~ entered to No. 11816 Term, 1997, in the Court of Common Pleas in and for the County of Beaver under and by virtue of the Act of 1947 PL 1368 (Real Estate Tax Sale Law).

DBV 1797 PG 851

TO HAVE AND TO HOLD, the same unto and for the use of the said

Grantee, _____

and assigns forever, _____

NOTICE

THIS DOCUMENT (MAY NOT, DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL (MAY HAVE, HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice or unrecorded instruments, if any.)

IN WITNESS WHEREOF, the said Tax Claim Bureau, as Trustee Grantor, has hereunto caused this Deed to be executed by its Director the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

TAX CLAIM BUREAU OF
BEAVER COUNTY, PENNSYLVANIA
TRUSTEE GRANTOR

By

Chief County Assessor (SEAL)

DBV 1797 PG 852

NOTICE

THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Grantee

H. R. LewinDarlene Miler

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF BEAVER :

On this, the 10th day of November 1997, before me the undersigned officer, personally appeared Michael P. Kohlman, Chief County Assessor of the County of Beaver, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

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

Notarial Seal
Darlene Miler, Notary Public
Beaver Boro, Beaver County
My Commission Expires May 29, 2000
Member, Pennsylvania Association of Notaries

Darlene Miler

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is as follows:

100 Lincoln Hwy.
Imperial, PA 15126

H. R. Lewin

Grantee

DBV 1797 PG853

RECORDED
BEAVER COUNTY PA

97 DEC -1 AM 10:16

JANICE JESCHKE BEALL
RECORDER OF DEEDS

DEED	13.00
WRIT TAX	0.50
AFRDHNSG	13.00
STATE STAMP	12.25
OHIOVILLE BORO 71	6.12
WEST BVR.SCH. 13	6.13
SUBTL	51.00
TOTAL	51.00
CHECK	51.00
CHANGE	0.00
ITEM 6	
12-01-97 MON NO	3CL 2035 10:16TH

JANICE JESCHKE BEALL
BEAVER COUNTY REC.OF DEEDS

TOTAL	51.00
NO CHECK	51.00
3CL 2035	12-01-97 10:16TH

DeedTax Claim Bureau
of
Beaver CountyTrustee
to
H.R. Lewis
100 Lincoln Hwy.
Imperial, PA 15126

Commonwealth of Pennsylvania

County of Beaver

SS.

Recorded on this _____ day of _____ A.D. 19 _____
in the Recorder's Office of said County, in Deed Book Volume, _____ Page _____.

Given under my hand and seal of the said office, the date above written.

_____, Recorder

DEED
PARCEL 71-170-0113.002

DBY 1797 PG 854

Tax Claim Bureau Deed

00025

THIS DEED made this 16th day of Sept, 19 97,
by the TAX CLAIM BUREAU OF THE COUNTY OF BEAVER in the Commonwealth of
Pennsylvania, Trustee Grantor, and H.R. Lewis
of the City of Imperial, Grantee.

WITNESSETH, that in consideration of Three Thousand One
Hundred Dollars And No/100 (3,100.00) Dollars, the receipt
whereof is hereby acknowledged, the herein Trustee Grantor does hereby grant and convey unto
the said Grantee:

All that certain parcel of land lying and being situate in the Boro of
Onioville, Beaver County, Pennsylvania, and being identified as Tax Parcel No.
71-170-0113-002 on the tax maps prepared and maintained in the Office of the Chief
Assessor of the said County of Beaver as of January 1, 1996 pursuant to the authority
contained in the Fourth to Eighth Class County Assessment Law, as amended.

SOURCE OF TITLE: See Deed of _____
Youngstown & Southern
to PL&W Railroad, Inc.
the same bearing the date of 02/19/92,
and appearing of record in the Office of Recorder of Deeds in and for the said County of Beaver
in Deed Book 1743, page 753.

The same having been sold by the Tax Claim Bureau to the said grantee, on
the 8th day of Sept, 1997 after due advertisement according
to law, the period of redemption for the payment of tax claims having expired without the
property having been redeemed, or any tax judgements heretofore having been entered against
the described property having not been satisfied, or no agreement to stay the sale of the within
described property having been entered into, or the within described real estate no longer
remaining in possession of a sequestrator, by Upset Sale, ~~by virtue of the Act of 1947 PL 1368~~
entered to No. 11816 Term, 1997, in the Court of
Common Pleas in and for the County of Beaver under and by virtue of the Act of 1947 PL 1368
(Real Estate Tax Sale Law).

DBY 1797 PG855

TO HAVE AND TO HOLD, the same unto and for the use of the said
 Grantee, _____
 and assigns forever, _____

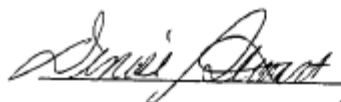
NOTICE

THIS DOCUMENT (MAY NOT, DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL (MAY HAVE, HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice or unrecorded instruments, if any.)

IN WITNESS WHEREOF, the said Tax Claim Bureau, as Trustee Grantor, has hereunto caused this Deed to be executed by its Director the day and year first above written.

Signed, Sealed and Delivered
 in the presence of:

TAX CLAIM BUREAU OF
 BEAVER COUNTY, PENNSYLVANIA
 TRUSTEE GRANTOR



By


 Chief County Assessor (SEAL)

DSY 1797 PG856

NOTICE

THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Grantee

H P LewisDennis Lewis

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF BEAVER :

On this, the 9th day of November 19 97, before me, the undersigned officer, personally appeared Michael P. Kohlman, Chief County Assessor of the County of Beaver, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

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

Notarial Seal
Darlene Miller, Notary Public
Beaver County, Beaver County
My Commission Expires May 29, 2000
Member, Pennsylvania Association of Notaries

Darlene Miller

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is as follows:

100 Lincoln Hwy.Imperial, PA 15126H P Lewis

Grantee

DCY 1797 PG857

RECORDED
BEAVER COUNTY, PA.

97 DEC -1 AM 10:17

JANICE JESCHKE BEALL
BEAVER COUNTY REC. OF DEEDS

DEED	13.00
WRIT TAX	0.50
AFROHSNG	13.00
STATE STAMP	121.20
OHIOVILLE BORD 71	60.64
WEST BVR.SCH. 13	60.64
SUBTL	269.06
TOTAL	269.06
CHECK	269.06
CHANGE	0.00
ITEM 6	
12-01-97 MON NO	3CL 2036 10:17TH

JANICE JESCHKE BEALL
BEAVER COUNTY REC. OF DEEDS

TOTAL	269.06
NO CHECK	269.06
3CL 2036	12-01-97 10:17TH

DeedTax Claim Bureau
of
Beaver County

Trustee

to
H.R. Lewis
100 Lincoln Hwy.
Imperial, PA 15126

Commonwealth of Pennsylvania

S.S.

County of Beaver

Recorded on this _____ day of _____ A.D. 19 _____
in the Recorder's Office of said County, in Deed Book Volume, _____ Page _____.

Given under my hand and seal of the said office, the date above written.

_____, Recorder

DEED
PARCEL 71-170-0113.P00

DBY 1797 PG 858

Tax Claim Bureau Deed

90026
THIS DEED made this 16th day of Sept., 19 97,
by the TAX CLAIM BUREAU OF THE COUNTY OF BEAVER in the Commonwealth of
Pennsylvania, Trustee Grantor, and H.R. Lewis
of the City of Imperial, Grantee.

WITNESSETH, that in consideration of Ten Thousand Five
Hundred Dollars and No/100 (10,500.00) Dollars, the receipt
whereof is hereby acknowledged, the herein Trustee Grantor does hereby grant and convey unto
the said Grantee:

All that certain parcel of land lying and being situate in the Boro of
Chioville, Beaver County, Pennsylvania, and being identified as Tax Parcel No.
71-170-0113-000 on the tax maps prepared and maintained in the Office of the Chief
Assessor of the said County of Beaver as of January 1, 1996 pursuant to the authority
contained in the Fourth to Eighth Class County Assessment Law, as amended.

SOURCE OF TITLE: See Deed of _____
Youngstown & Southern
to PL&W Railroad Inc.
the same bearing the date of 02-19-92,
and appearing of record in the Office of Recorder of Deeds in and for the said County of Beaver
in Deed Book 1743, page 753.

The same having been sold by the Tax Claim Bureau to the said grantee, on
the 8th day of Sept., 1997 after due advertisement according
to law, the period of redemption for the payment of tax claims having expired without the
property having been redeemed, or any tax judgements heretofore having been entered against
the described property having not been satisfied, or no agreement to stay the sale of the within
described property having been entered into, or the within described real estate no longer
remaining in possession of a sequestrator, by Upset Sale, by order of Court for Judicial Sale
entered to No. 11816 Term, 1997, in the Court of
Common Pleas in and for the County of Beaver under and by virtue of the Act of 1947 PL 1368
(Real Estate Tax Sale Law).

DSV 1797 PG859

TO HAVE AND TO HOLD, the same unto and for the use of the said
 Grantee, _____
 and assigns forever, _____.

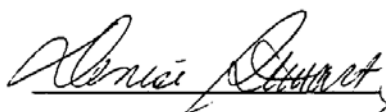
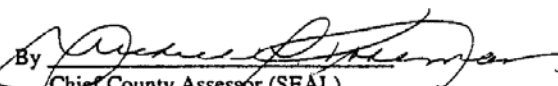
NOTICE

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IN WITNESS WHEREOF, the said Tax Claim Bureau, as Trustee Grantor, has hereunto caused this Deed to be executed by its Director the day and year first above written.

Signed, Sealed and Delivered
 in the presence of:

TAX CLAIM BUREAU OF
 BEAVER COUNTY, PENNSYLVANIA
 TRUSTEE GRANTOR

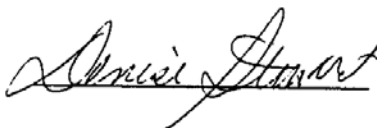
 By 
 Chief County Assessor (SEAL)

DBV 1797 PG 860

NOTICE

THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Grantee H R Lewis


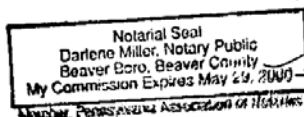
COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF BEAVER :

On this, the 17th day of November 1997, before me, Michael P. Kohlman, the undersigned officer, personally appeared Michael P. Kohlman, Chief County Assessor of the County of Beaver, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument and acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

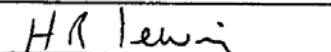
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee herein is as follows:
100 Lincoln Hwy.

Imperial, PA 15126


Grantee

DBV 1797 PG861

DEED	13.00
WRIT TAX	0.50
AFRDHSG	13.00
STATE STAMP	371.18
OHIOVILE BORO 71	185.54
OHIOVILE BORO 71	0.05
WEST BVR.SCH. 13	185.59
SUBTL	768.86
TOTAL	768.86
CHECK	768.86
CHANGE	0.00
ITEM 7	
12-01-97 MON #0	3CL 2037 10:10TH

RECORDED
BEAVER COUNTY, PA.
97 DEC -1 AM 10:18
Janice Jeschke Beall
RECORDER OF DEEDS

JANICE JESCHKE BEALL
BEAVER COUNTY REC.OF DEEDS

TOTAL 768.86
#0 CHECK 768.86
3CL 2037 12-01-97 10:18TH

Deed

Tax Claim Bureau
of
Beaver County

Trustee
to
H.R. Lewis
100 Lincoln Hwy.
Imperial, PA 15126

Commonwealth of Pennsylvania

SS.

County of Beaver

Recorded on this _____ day of _____ A.D. 19 _____
in the Recorder's Office of said County, in Deed Book Volume, _____ Page _____.

Given under my hand and seal of the said office, the date above written.

_____, Recorder



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 10B Part 2

Please find the attached copy of the appraisal prepared by a Member, Appraisers Institute (MAI) formerly Institute of Real Estate Appraisers or a PA State Certified Appraiser.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

SALES AGREEMENT

STANDARD AGREEMENT FOR THE SALE OF VACANT LAND

ASVL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

PARTIES	
BUYER(S): <u>Ohio River Trail Council</u>	SELLER(S): <u>H. Richard Lewis</u>
BUYER'S MAILING ADDRESS: <u>1100 Pennsylvania Ave</u> <u>Monaca, PA 15061</u>	SELLER'S MAILING ADDRESS: <u>100 Lincoln Hwy</u> <u>Imperial, PA 15126</u>

PROPERTY	
PROPERTY ADDRESS <u>Tuscarawas Road Ohioville Boro</u>	
<u>69.85 acres, 3 parcels</u>	ZIP <u>15052</u>
in the municipality of <u>Ohioville</u> , County of _____	
in the School District of <u>Western Beaver</u> , in the Commonwealth of Pennsylvania.	
Identification (e.g., Tax ID #: Parcel #: Lot, Block; Deed Book, Page, Recording Date): <u>71-170-0113.P00, 71-170-0113.002, & 71-170-0118.000 3 parcels</u>	

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) <u>RE/MAX Select Realty</u>	Licensee(s) (Name) <u>Mindy McKee</u>
Company Address <u>1667 Rt 228 Ste 2</u> <u>Cranberry Twp, PA 16066</u>	Direct Phone(s) _____ Cell Phone(s) <u>412-974-2291</u> Fax _____ Email <u>mckee.e.ZoomInternet.net</u>
Company Phone <u>724-933-6300</u> Company Fax <u>724-776-5579</u>	Licensee(s) is: <input type="checkbox"/> Buyer Agent with Designated Agency <input type="checkbox"/> Buyer Agent without Designated Agency <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
Broker is: <input type="checkbox"/> Buyer Agent (Broker represents Buyer only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	
<input checked="" type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
<input checked="" type="checkbox"/> No Business Relationship (Seller is not represented by a broker)	
Broker (Company) _____	Licensee(s) (Name) _____
Company Address _____	Direct Phone(s) _____ Cell Phone(s) _____ Fax _____ Email _____
Company Phone _____ Company Fax _____	Licensee(s) is: <input type="checkbox"/> Seller Agent with Designated Agency <input type="checkbox"/> Seller Agent without Designated Agency <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
Broker is: <input type="checkbox"/> Seller Agent (Broker represents Seller only) <input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY	
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.	
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.	

Buyer Initials: JDASVL Page 1 of 11
Revised 2/12Seller Initials: HRL

Pennsylvania Association of REALTORS®

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2012
2/12

Form generated by: TrueForms™ www.TrueForms.com 800-495-9512

- 1 **By this Agreement**, dated April 28, 2014 July 25, 2014 AS
 2 Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.
 3 **2. PURCHASE PRICE AND DEPOSITS (2-12)**
 4 (A) Purchase Price \$ \$209,550.00
 5 (Two Hundred Nine Thousand Five Hundred Dollars and 00/100
 6 U.S. Dollars), to be paid by Buyer as follows:
 7 1. Deposit at signing of this Agreement: \$ _____
 8 2. Deposit within 10 days of the Execution Date of this Agreement: \$ 1,000.00
 9 3. _____ \$ _____
 10 4. Remaining balance will be paid at settlement.
 11 (B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer
 12 within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by per-
 13 sonal check.
 14 (C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller
 15 (unless otherwise stated here: RE/MAX Select Realty),
 16 who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or ter-
 17 mination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of
 18 the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this
 19 Agreement.
 20 **3. SELLER ASSIST (If Applicable) (2-12)**
 21 Seller will pay \$ _____ or _____ % of Purchase Price (0 if not specified) toward
 22 Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is
 23 approved by mortgage lender.
 24 **4. SETTLEMENT AND POSSESSION (2-12)**
 25 (A) Settlement Date is contingent on receipt of grant money by April 30, 2015, or before if Buyer and Seller agree.
 26 (B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless
 27 Buyer and Seller agree otherwise.
 28 (C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable:
 29 current taxes (see Notice Regarding Real Estate Taxes); rents; interest on mortgage assumptions; water and/or sewer fees, together
 30 with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and
 31 including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____
 32 _____
 33 (D) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
 34 _____
 35 (E) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
 36 _____
 37 (F) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures
 38 broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property
 39 is subject to a lease.
 40 (G) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and
 41 assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller
 42 will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will
 43 acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.
 44 **5. DATES/TIME IS OF THE ESSENCE (2-12)**
 45 (A) Written acceptance of all parties will be on or before: June 15, 2014 AS
 46 (B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the
 47 essence and are binding.
 48 (C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by sign-
 49 ing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding
 50 the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be ini-
 51 tialled and dated.
 52 (D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agree-
 53 ment of the parties.
 54 (E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms
 55 and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable
 56 to all parties.
 57 **6. ZONING (1-10)**
 58 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdi-
 59 visible) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if
 60 voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.
 61 **Zoning Classification:** _____

62 Buyer Initials: ASASVL Page 2 of 11
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7. **FIXTURES AND PERSONAL PROPERTY (5-01)**

- (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens. Also included: None
- (B) The following items are LEASED (not owned by Seller): HLL
- (C) EXCLUDED fixtures and items: _____

8. **MORTGAGE CONTINGENCY (2-12)**

- ☒ **WAIVED.** This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.
- ☐ **ELECTED.**
- (A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	Second Mortgage on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For:	For:
<input type="checkbox"/> Land acquisition only	<input type="checkbox"/> Land acquisition only
<input type="checkbox"/> Land acquisition and construction	<input type="checkbox"/> Land acquisition and construction
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
Loan-To-Value (LTV) ratio not to exceed _____ %	Loan-To-Value (LTV) ratio not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

- (B) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.
- (C) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written mortgage application (including payment for and ordering of appraisal and credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.
- (D) Buyer will be in default of this Agreement if Buyer furnishes false information to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including delay of the appraisal), fails to lock in interest rate(s) as stated in Paragraph 8(B), or otherwise causes the lender to reject, refuse to approve or issue a mortgage loan commitment.
- (E) 1. **Mortgage Commitment Date:** _____. Upon receiving a mortgage commitment, Buyer will promptly deliver a copy of the commitment to Seller.
2. If Seller does not receive a copy of the mortgage commitment(s) by the Mortgage Commitment Date, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers a mortgage commitment to Seller. Until Seller terminates this Agreement, Buyer is obligated to make a good-faith effort to obtain mortgage financing.
3. Seller may terminate this Agreement by written notice to Buyer after the Mortgage Commitment Date if the mortgage commitment:
- Does not satisfy the terms of Paragraph 8(A), OR
 - Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the Mortgage Commitment Date in Paragraph 8(E)(1), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
4. If this Agreement is terminated pursuant to Paragraphs 8(E)(2) or (3), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

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Seller Initials: HLL

- the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.
1. If Seller makes the required repairs to the satisfaction of the mortgage lender and/or insurer, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.
 2. If Seller will not make the required repairs, or if Seller fails to respond within the stated time, Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
 - a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(F)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.
- 9. CHANGE IN BUYER'S FINANCIAL STATUS (2-12)**
In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.
- 10. SELLER REPRESENTATIONS (2-12)**
- (A) **Status of Water**
Seller represents that the Property is served by:
☐ Public Water ☐ Community Water ☐ On-site Water ☒ None ☐ _____
 - (B) **Status of Sewer**
Seller represents that the Property is served by:
☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
☒ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
 - (C) **Historic Preservation**
Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____
 - (D) ☐ Property, or a portion of it, is preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions):
☒ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
☐ Agricultural Area Security Law (Act 43 of 1981; 3 P.S. § 901 et seq.)
☐ Other _____
 - (E) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____
 - (F) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____
 - (G) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
- 11. WAIVER OF CONTINGENCIES (9-05)**
If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.
- 12. INSPECTIONS (2-12) (See Notices Regarding Property and Environmental Inspections)**
- (A) **Rights and Responsibilities**
 1. Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.
 2. Buyer may make a pre-settlement walk-through inspection of the Property. Buyer's right to this inspection is not waived by any other provision of this Agreement.
 3. Buyer and/or anyone on the Property at Buyer's direction or on Buyer's behalf, will leave the Property in the same condition as when they arrived unless otherwise agreed upon by the parties. Buyer bears the risk of restoring or repairing the Property or reimbursing Seller for any loss of value.
 4. All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.
 5. Seller has the right, upon request, to receive a free copy of any inspection Report from the party for whom it was prepared.

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- 193 (B) Buyer waives or elects at Buyer's expense to have the following Inspections, certifications, and investigations (referred to as
 194 "Inspection" or "Inspections") performed by professional contractors, home inspectors, engineers, architects and other properly
 195 licensed or otherwise qualified professionals. If the same inspector is inspecting more than one system, the inspector must comply
 196 with the Home Inspection Law. (See Notice Regarding the Home Inspection Law)
- 197 (C) For elected Inspection(s), Buyer will, within the Contingency Period(s) stated in Paragraph 13(A), complete Inspections, obtain any
 198 Inspection Reports or results (referred to as "Report" or "Reports"), and accept the Property, terminate this Agreement, or submit a
 199 Written Corrective Proposal(s) to Seller, according to the terms of Paragraph 13(B).

200 **Property Inspections and Environmental Hazards**

201 **Elected** Buyer may have a licensed or otherwise qualified professional conduct an inspection of the Property's water pene- **Waived**
 202 tration; electromagnetic fields; wetlands and flood plain delineation; structure square footage; mold and other envi-
 203 ronmental hazards (e.g., fungi, indoor air quality, asbestos, underground storage tanks, etc.); and any other items
 204 Buyer may select.

205 **Water Service**

206 **Elected** Buyer may obtain an inspection of the quality and quantity of the water system from a properly licensed or otherwise **Waived**
 207 qualified water/well testing company. If and as required by the inspection company, Seller, at Seller's expense, will
 208 locate and provide access to the on-site (or individual) water system. Seller will restore the Property to its previous con-
 209 dition, at Seller's expense, prior to settlement.

210 **Connection to Off-Site Water Source**

211 **Elected** Buyer may determine the terms of connecting the Property to an off-site water source available through (Name of **Waived**
 212 Service Provider): _____, (See Paragraph 14)

213 **On-Lot Sewage (If Applicable)**

214 **Elected** Buyer may obtain an inspection of the individual on-lot sewage disposal system from a qualified, professional **Waived**
 215 inspector. If and as required by the existing inspection company, Seller, at Seller's expense, will locate, provide
 216 access to, and empty the individual on-lot sewage disposal system. Seller will restore the Property to its previous
 217 condition, at Seller's expense, prior to settlement. See paragraph 13(C) for more information regarding the
 218 Individual On-lot Sewage Inspection Contingency.

219 **Connection to Off-Site Sewage Disposal System**

220 **Elected** Buyer may determine whether the terms of connecting the Property to an off-site sewage disposal system through **Waived**
 221 (Name of Service Provider): _____ are accept-
 222 able to Buyer. (See Paragraph 15)

223 **Property Insurance**

224 **Elected** Buyer may determine the insurability of the Property by making application for property and casualty insurance for **Waived**
 225 the Property to a responsible insurer. Broker for Buyer, if any, otherwise Broker for Seller, may communicate with
 226 the insurer to assist in the insurance process. If the Property is located in a flood plain, Buyer may be required to
 227 carry flood insurance at Buyer's expense, which may need to be ordered 14 days or more prior to Settlement Date.

228 **Property Boundaries**

229 **Elected** Buyer may engage the services of a surveyor, title abstractor, or other qualified professional to assess the legal **Waived**
 230 description, certainty and location of boundaries and/or quantum of land. Most Sellers have not had the Property
 231 surveyed as it is not a requirement of property transfer in Pennsylvania. Any fences, hedges, walls and other natural
 232 or constructed barriers may or may not represent the true boundary lines of the Property. Any numerical represen-
 233 tations of size of property are approximations only and may be inaccurate.

234 **Deeds, Restrictions and Zoning**

235 **Elected** Buyer may investigate easements, deed and use restrictions (including any historic preservation restrictions or ordi- **Waived**
 236 nances) that apply to the Property and review local zoning ordinances. Buyer may verify that the present use of the
 237 Property (such as in-law quarters, apartments, home office, day care) is permitted and may elect to make the
 238 Agreement contingent upon an anticipated use. Present use: _____

239 **Other**

240 **Elected** _____ **Waived**
 241 _____
 242 _____

243 The Inspections elected above do not apply to the following existing conditions and/or items: _____
 244 _____
 245 _____

246 **13. INSPECTION CONTINGENCY (2-12)**

- 247 (A) The Contingency Period is _____ days (10 if not specified) from the Execution Date of this Agreement for each Inspection elect-
 248 ed in Paragraph 12(C), except the following:

Inspection(s)	Contingency Period
_____	_____ days
_____	_____ days
_____	_____ days
_____	_____ days

- 254 (B) Except as stated in Paragraph 13(C), if the result of any Inspection elected in Paragraph 12(C) is unsatisfactory to Buyer, Buyer
 255 will, within the stated Contingency Period:

- 256 1. Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 257 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 258 Paragraph 25 of this Agreement, OR

259 Buyer Initials: AS

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- 260 3. **Present the Report(s) to Seller with a Written Corrective Proposal ("Proposal") listing corrections and/or credits desired by Buyer.**
 261 The Proposal may, but is not required to, include the name(s) of a properly licensed or qualified professional(s) to perform the cor-
 262 rections requested in the Proposal, provisions for payment, including retests, and a projected date for completion of the correc-
 263 tions. Buyer agrees that Seller will not be held liable for corrections that do not comply with mortgage lender or governmental
 264 requirements if performed in a workmanlike manner according to the terms of Buyer's Proposal.
- 265 a. No later than _____ days (5 if not specified) from the end of the Contingency Period(s), Seller will inform Buyer in writ-
 266 ing that Seller will:
 267 (1) Satisfy all the terms of Buyer's Proposal(s), OR
 268 (2) Not satisfy all the terms of Buyer's Proposal(s)
- 269 b. If Seller agrees to satisfy the terms of Buyer's Proposal, Buyer accepts the Property and agrees to the RELEASE in
 270 Paragraph 25 of this Agreement.
- 271 c. Within _____ days (2 if not specified) of the receipt of written notification that Seller will not satisfy all terms of Buyer's
 272 Proposal, or the time stated in paragraph 13(B)(3)(a) if Seller fails to choose either option in writing, whichever occurs
 273 first, Buyer will:
 274 (1) Accept the Property with the information stated in the Report(s) and agree to the RELEASE in Paragraph 26 of this
 275 Agreement, OR
 276 (2) Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 277 of Paragraph 24 of this Agreement, OR
 278 (3) Enter into a mutually acceptable written agreement with Seller, providing for any repairs or improvements to the
 279 Property and/or any credit to Buyer at settlement, as acceptable to the mortgage lender, if any.
- 280 **If Buyer fails to respond within the time stated in Paragraph 13(B)(3)(c) or fails to terminate this Agreement by**
 281 **written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph**
 282 **26 of this Agreement.**
- 283 (C) If a Report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____
 284 days (25 if not specified) of receiving the Report, submit a Proposal to Buyer. The Proposal will include, but not be limited to, the
 285 name of the company to perform the expansion or replacement; provisions for payment, including retests; and a projected com-
 286 pletion date for corrective measures. Within _____ DAYS of receiving Seller's Proposal, or if no Proposal is provided within the
 287 stated time, Buyer will notify Seller in writing of Buyer's choice to:
 288 1. Agree to the terms of the Proposal, accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 289 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 290 Paragraph 24 of this Agreement, OR
 291 3. Accept the Property and the existing system and agree to the RELEASE in Paragraph 26 of this Agreement. If required by any
 292 mortgage lender and/or any governmental authority, Buyer will correct the defects before settlement or within the time required
 293 by the mortgage lender and/or governmental authority, at Buyer's sole expense, with permission and access to the Property given
 294 by Seller, which may not be unreasonably withheld. If Seller denies Buyer permission and/or access to correct the defects, Buyer
 295 may, within _____ DAYS of Seller's denial, terminate this Agreement by written notice to Seller, with all deposit monies returned
 296 to Buyer according to the terms of Paragraph 24 of this Agreement.
- 297 **If Buyer fails to respond within the time stated in Paragraph 13(C) or fails to terminate this Agreement by written notice**
 298 **to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.**
- 299 **14. ON-SITE WATER SERVICE APPROVAL CONTINGENCY**
- 300 ☐ NOT APPLICABLE. The Property has an existing water service and Buyer is not seeking approval to install an on-site water sys-
 301 tem.
- 302 ☒ WAIVED. Buyer understands and acknowledges there may be no developed water system for the Property and that Buyer has
 303 the option to make this Agreement contingent on receiving municipal approval for the installation of an on-site water system.
 304 BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 26 of this Agreement.
- 305 ☐ ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
- 306 1. Within the contingency Period, Buyer will make a completed, written application for municipal approval for the installa-
 307 tion of an on-site water system from _____ (muni-
 308 cipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and
 309 approval process.
- 310 2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
- 311 3. If final, unappealable approval is not obtained by _____, Buyer will:
- 312 a. Accept the Property and agree to the the RELEASE in paragraph 26 of this Agreement, OR
 313 b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of
 314 paragraph 24 of this Agreement, OR
 315 c. Enter into a mutually acceptable written agreement with Seller as acceptable to the lender(s), if any.
- 316 **If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not**
 317 **terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree**
 318 **to the terms of the RELEASE in paragraph 26 of this Agreement.**

319 Buyer Initials: ASASVI, Page 6 of 11
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15. INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSTALLATION CONTINGENCY

- ☐ NOT APPLICABLE. The Property has an existing sewage disposal system.
- ☒ WAIVED. Buyer understands and acknowledges that Buyer has the option to make this Agreement contingent on receiving municipal approval for the installation of an individual on-lot sewage disposal system. BUYER WAIVES THIS OPTION and agrees to the RELEASE in paragraph 26 of this Agreement.
- ☐ ELECTED. Contingency Period: days (15 if not specified) from the Execution Date of this Agreement.
1. Within the Contingency Period, ☐ Buyer or ☐ Seller will make a completed, written application for municipal approval for the installation of an individual on-lot sewage disposal system from _____ (municipality). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
3. If final, unappealable approval is not obtained by _____, Buyer will:
- Accept the Property and agree to the RELEASE in paragraph 26 of this Agreement, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 24 of this Agreement, OR
 - Enter into a mutually acceptable written agreement with Seller, as acceptable to the lender(s), if any.
- If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in paragraph 26 of this Agreement.

16. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (2-12)

- (A) In the event any notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within 5 DAYS of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:
- Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
 - Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 16(A)(2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.
- (B) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.
- Within 5 DAYS of receiving notice from the municipality that repairs/improvements are required, Seller will deliver a copy of the notice to Buyer and notify Buyer in writing that Seller will:
 - Make the required repairs/improvements to the satisfaction of the municipality. If Seller makes the required repairs/improvements, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
 - Not make the required repairs/improvements. If Seller chooses not to make the required repairs/improvements, Buyer will notify Seller in writing within 5 DAYS that Buyer will:
 - Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
- If Buyer fails to respond within the time stated in Paragraph 16(B)(1)(b) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement, and Buyer accepts the responsibility to perform the repairs/improvements according to the terms of the notice provided by the municipality.
- If Seller denies Buyer permission to make the required repairs/improvements, or does not provide Buyer access before Settlement Date to make the required repairs/improvements, Buyer may, within 5 DAYS, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.
 - If repairs/improvements are required and Seller fails to provide a copy of the notice to Buyer as required in this Paragraph, Seller will perform all repairs/improvements as required by the notice at Seller's expense. Paragraph 16(B)(3) will survive settlement.

Buyer Initials: JS

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17. PLANNED COMMUNITY (HOMEOWNER ASSOCIATIONS) RESALE NOTICE (2-12)

Property is NOT part of a Planned Community unless checked below.

☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION). The Property is part of a planned community as defined by the Uniform Planned Community Act (see Notice Regarding Condominiums and Planned Communities). Section 5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a Certificate containing the provisions set forth in section 5407(a) of the Act.

THE FOLLOWING APPLIES TO PROPERTIES THAT ARE PART OF A PLANNED COMMUNITY.

- (A) Within 15 DAYS from the Execution Date of this Agreement, Seller, at Seller's expense, will request from the association a Certificate of Resale and any other documents necessary to enable Seller to comply with the relevant Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
- (B) Seller will promptly deliver to Buyer all documents received from the association. Under the Act, Seller is not liable to Buyer for the failure of the association to provide the Certificate in a timely manner or for any incorrect information provided by the association in the Certificate.
- (C) The Act provides that Buyer may declare this Agreement VOID at any time before Buyer receives the association documents and for 5 days after receipt, OR until settlement, whichever occurs first. Buyer's notice to Seller must be in writing; upon Buyer declaring this Agreement void, all deposit monies will be returned to Buyer according to the terms of Paragraph 24 of this Agreement.
- (D) If the association has the right to buy the Property (right of first refusal), and the association exercises that right, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of the Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender.

18. TITLES, SURVEYS AND COSTS (2-12)

- (A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.
- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) ~~will be obtained and paid for by Seller. Any survey or surveys designed by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.~~ *HLL*
- (D) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 16(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. ~~Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 18(D) items (1), (2), (3) and in Paragraph 16(C).~~ *HLL*
- (E) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.
- ☒ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached.**
- (F) **COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966."

- (G) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here (see Notice Regarding Private Transfer Fees):

☐ Private Transfer Fee Addendum (PAR form PTF) is attached.

19. MAINTENANCE AND RISK OF LOSS (2-12)

- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.
- (B) If any system or appliance included in the sale of Property fails before settlement, Seller will:
1. Repair or replace the failed system or appliance before settlement, OR
 2. Provide prompt written notice to Buyer of Seller's decision to:
 - a. Credit Buyer at settlement for the fair market value of the failed system or appliance, as acceptable to the mortgage lender, if any, OR
 - b. Not repair or replace the failed system or appliance, and not credit Buyer at settlement for the fair market value of the failed system or appliance.

Buyer Initials: *[Signature]*

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Revised 2/12

Seller Initials: *HLL*

3. If Seller does not repair or replace the failed system or appliance or agree to credit Buyer for its fair market value, or if Seller fails to notify Buyer of Seller's choice, Buyer will notify Seller in writing within 5 DAYS or before Settlement Date, whichever is earlier, that Buyer will:
- Accept the Property and agree to the RELEASE in Paragraph 25 of this Agreement, OR
 - Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 19(B)(3) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced prior to settlement, Buyer will:

- Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
- Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

20. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

21. ASSIGNMENT (2-12)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

22. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

23. REPRESENTATIONS (2-12)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

- (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property in ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.

- (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (2-12)

- (A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

- If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
- If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
- According to the terms of a final order of court.
- According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))

- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 365 days after the Settlement Date stated in Paragraph 4(A), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

505 Buyer Initials: ES

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Revised 2/12

Seller Initials: HAL

- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) **Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:**
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ **SELLER'S LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.

25. MEDIATION (2-12)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of REALTORS®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

27. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (2-12)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except for documents required to be delivered pursuant to Paragraph 15. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. SPECIAL CLAUSES (2-12)

(A) The following are part of this Agreement if checked:

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- ☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- ☐ Appraisal Contingency Addendum (PAR Form ACA)
- ☐
- ☐
- ☐

Buyer Initials: MS

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Seller Initials: HRL

567 (B) Additional Terms:

568 This sales contract is contingent on ORTC being awarded grant money sufficient to purchase the land.

569 Ohio River Trail Council
570 The seller is retaining all oil, gas and mineral sub surface rights. see OGM

HKL 8/28/14

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585 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

586 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

587
588 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are
589 advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.590 Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures
591 of all parties, constitutes acceptance by the parties.592 _____/_____ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code
593 §35.336.

594 _____/_____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

595 _____/_____ Buyer has read and understands the notices and explanatory information in this Agreement.

596 _____/_____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit
597 money) before signing this Agreement.598 BUYER Ohio River Trail Council DATE 8/28/14

599 BUYER _____ DATE _____

600 BUYER _____ DATE _____

601 Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.

602 Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

603 Seller has read and understands the notices and explanatory information in this Agreement.

604 SELLER H Richard Lewis DATE 5-2-2014

605 SELLER _____ DATE _____

606 SELLER _____ DATE _____

recd 7/25/14 mem

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Revised 2/12

OIL, GAS AND MINERAL RIGHTS DISCLOSURE AND ADDENDUM TO AGREEMENT OF SALE

OGM

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **PROPERTY** Tuscarawas Road, Ohioville Boro
2 **SELLER** H Richard Lewis
3 **BUYER** ORTC

4 the following section is to be completed by Seller to indicate the Seller's knowledge of and intentions about the oil, gas, and/or
5 mineral rights for the Property.

1. Oil, Gas and Mineral Rights Excepted

7 (A) ☒ Seller is not aware of any oil, gas and/or mineral rights that have been previously transferred by Seller or a previous owner of the
8 Property.

9 ☐ Seller is aware that the following oil, gas and/or mineral rights have been previously transferred by Seller or a previous owner of
10 the Property (exceptions) and is not transferring them to Buyer:
11 _____
12 _____
13 _____

14 (B) The warranty of title in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that have been excepted. Seller
15 will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.

2. Seller's Reservation of Oil, Gas and Mineral Rights

17 (A) ☐ Seller is not reserving oil, gas, and/or mineral rights.

18 ☒ Seller is reserving an undivided 100 % interest in the Seller's non-excepted oil, gas and mineral rights for the property and
19 is not transferring them to Buyer. This reservation will be executed in its entirety at settlement, unless checked below.

20 H&L ☒ Seller will reserve oil, gas, and/or mineral rights according to a schedule, which is attached. ~~See attached schedule~~ only H&L

21 (B) Seller's reservation does not apply to domestic free gas and surface damage rights, which are set forth below.

22 (C) The warranty of title identified in the Agreement of Sale does not pertain to the oil, gas and/or mineral rights that are reserved by
23 Seller. Seller will not defend title to these rights and does not covenant that Buyer will have quiet enjoyment of these rights.

3. Domestic Free Gas

24 Seller will convey to Buyer _____ % of the domestic free gas rights to the Buyer.

4. Surface Damages

26 Seller will convey to Buyer the exclusive right to receive compensation for any and all surface damages, which include, but are not limited
27 to, pipeline rights of way, well pad sites, compressor sites and standing marketable timber.

5. Documentation

30 Seller has attached to this Addendum copies of all written oil, gas, and/or mineral rights leases and other documents (e.g., royalty agreements)
31 within Seller's possession having to do with past transfers of these rights, as follows:
32 See attached schedule - only H&L 7/28/14
33 _____

34 **SELLER** H Richard Lewis **DATE** 5-2-2014

35 **SELLER** _____ **DATE** _____

36 **SELLER** _____ **DATE** _____

37 The following section is to be completed by Buyer and signed by Buyer and Seller as an addendum to an agreement of sale.

6. Seller's Knowledge

39 The exceptions listed above are to the best of Seller's knowledge and may not reflect all oil, gas and/or mineral rights for the Property
40 that have been previously transferred. Buyer is advised to conduct a full examination of oil, gas and/or mineral rights for the Property.

7. Examination of Oil, Gas and Mineral Rights

42 ☒ **WAIVED.** Buyer has the option to conduct an unlimited title examination and/or any other investigation to determine the status of
43 oil, gas and/or mineral rights pertaining to the Property. Buyer **WAIVES THIS OPTION** and agrees to the terms of the **RELEASE**
44 paragraph of the Agreement of Sale.

45 ☐ **ELECTED.** Contingency Period: _____ days (30 if not specified) from the Execution Date of the Agreement of Sale.

46 (A) Within the Contingency Period, Buyer, at Buyer's expense, may undertake a title examination of unlimited years and/or take
47 whatever action(s) Buyer deems necessary to determine whether oil, gas and/or mineral rights will pass with transfer of title from
48 Seller to Buyer, and if not, to determine the extent and manner by which these rights are affected.

49 (B) If the title examination performed by or on behalf of Buyer reveals Seller's inability to convey full and marketable title to oil, gas
50 and/or mineral rights (except for the exceptions stated above) to Buyer, Buyer will, within the Contingency Period:

- 51 1. Accept the Property with such title as Seller can give and agree to the terms in the **RELEASE** paragraph of the Agreement of Sale, OR
- 52 2. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms
- 53 of the Agreement of Sale.

54 **Buyer Initials:** HL

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Seller Initials: HL



Pennsylvania Association of REALTORS®

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1/12

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85 **8. Delivery of Reservation Language**

86 Seller will, within _____ days (15 if not specified) furnish to Buyer the reservation language that will appear in the deed that con-
 87 vey title to the Property to Buyer. If this reservation language does not reflect the terms in paragraphs 2 through 4 above, Seller
 88 may be in default of the Agreement of Sale.

89 **9. Buyer's Review of Reservation Language**

90 Upon receiving the reservation language, or if Seller fails to provide reservation language within the time stated, Buyer will, within
 91 _____ days (15 if not specified):

- 92 (A) Accept the Property and agree to the terms of the RELEASE paragraph of the Agreement of Sale, OR
 93 (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms
 94 of the Agreement of Sale, OR
 95 (C) Enter into a mutually acceptable written agreement with Seller.

96 If Buyer and Seller do not reach a written agreement during the time stated in this paragraph, and Buyer does not ter-
 97minate the agreement of Sale by written notice to Seller within that time, Buyer accepts the Property and agrees to the
 98 terms in the release paragraph of the agreement of Sale.

99 All other terms and conditions of the agreement of Sale remain unchanged and in full force and effect.

70 BUYER *[Signature]* CEO DATE 4/28/14
Ohio River Trail Council

71 BUYER _____ DATE _____

72 BUYER _____ DATE _____

73 SELLER H Richard Lewis DATE 5-2-2014

74 SELLER _____ DATE _____

75 SELLER _____ DATE _____

Recd 7/25/14 mem

Buyer Initials: *[Signature]* / _____

OGM Page 2 of 2

Seller Initials: *[Signature]* / _____

Qualifications of R. Daniel Watenpool

Education:

Knoch High School 1984 Graduate

Education – Real Estate

Land & Site Valuation 2014

Listing Agreements - 2014

2014-2015 USPAP Update

Essential Elements of Disclosure & Disclaimers - 2013

Appraising Industrial & Flex Buildings for Mortgage Underwriting - 2013

2012 Pennsylvania State Mandated Law

2012-2013 National USPAP Update

Appraising the Appraisal - 2012

Introduction to Expert Witness Testimony - 2011

PA State Mandated Law - 2011

2010-2011 National USPAP Education - 2011

Appraising & Analyzing Retail Shopping Centers for Mortgage Underwriting - 2011

REO & Foreclosures - 2009

The Cost Approach - 2009

Pennsylvania State Mandated Law - 2009

Course 550 Advanced Applications - 2008

2008-2009 National USPAP Update Equivalent - 2008

PA Appraisal Regulations - 2007

Required USPAP Update - 2005

Course 530 Advanced Sales Comparison & Cost Approaches - 2003

Evaluating Commercial Construction - 2003

Getting a Grip on Investor Sales – 2002

Real Estate Valuation/Evaluation – 2002

Real Estate Investment – 2001

Property Tax in Pennsylvania – 2001

RELRA and Rules and Regulations of the State Real Estate Commission;

Fair Housing Practices and Civil Rights Protection Laws – 2000

Appraisal Standards of Practice -2000

Warehouse Conversion to Loft Condos 1999

Real Estate Law - 1998

Advanced Residential Appraisal – 1998

Appraisal of Income Producing Properties - 1997

Residential Appraising & USPAP 97 - 1997

Real Estate Fundamentals - 1992

Real Estate Practice – 1992

Qualifications of R. Daniel Watenpool

Certifications & Designations:

HUD Approved FHA Appraiser, - 2009

Pennsylvania Certified General Appraiser February 2003 (GA003338)

Pennsylvania Real Estate Sales Person-Standard License (RS222865L)

Career Related Experience:

Allegheny Valley Bank

Ameriserve

Bank Pittsburgh

Citizens Bank/ formally known as Mellon Bank of Pittsburgh

Clearview Federal Credit Union

Community Bank

Dollar Bank, SBA

Farmers & Merchants Bank

Fidelity Bank

First National Bank of PA

First Commonwealth Bank

First Merit Bank

Great American Federal

Huntington Bank

Iron and Glass Bank

Keystone Business Lending

Mars National Bank

National Real Estate

Nextier Bank

Northwest Savings Bank

Parkvale Savings Bank

Payless Taxes, LTD

Provident Bank

S & T Bank

Slovak Bank

Sky Bank

Wes Banco Bank

Various Attorneys and Private Individuals

Career Related Experience Continued:

The following municipalities and school districts:

Borough of Glassport
 Borough of Lincoln
 North Hills School District
 Quaker Valley School District
 Southmoreland School District
 Township of Elizabeth
 Township of Hampton
 Township of Pine
 Township of Richland

The following courts:

Butler County Board of Assessment Appeals
 Court of Common Pleas of Allegheny County
 Court of Common Pleas of Cambria County
 Court of Common Pleas of Washington County
 Court of Common Pleas of Westmoreland County
 Allegheny County Board of Assessment Appeals
 Clearfield County Board of Assessment Appeals
 Lawrence County Board of Assessment Appeals
 Washington County Board of Assessment Appeals
 Westmoreland County Board of Assessment Appeals
 Fayette County Board of Assessment Appeals

Professional Experience:

Ed Cline Appraisals, Inc. Commercial Appraisal/Manager	3/14/2011 to Present
West Penn Appraisers, Inc Commercial Appraiser/Manager	3/17/1997 to 3/11/2011

Additional Experience:

New Foundland Group/Real Estate Investment

APPRAISER'S LICENSE

DISPLAY THIS CERTIFICATE PROMINENTLY • NOTIFY AGENCY WITHIN 10 DAYS OF ANY CHANGE

12 0095690

Commonwealth of Pennsylvania
Department of State
Bureau of Professional and Occupational Affairs
PO Box 2649 Harrisburg PA 17105-2649

Certificate Type
Certified General Appraiser

Certificate Status
Active

Initial Certification Date
02/05/2003

Expiration Date
06/30/2015

Certificate Number
GA003338

ROY DANIEL WATENPOOL
3711 AURELIA DRIVE
Allison Park PA 15101

Katie Trice
Commissioner of Professional and Occupational Affairs

R. D. / W. A.
Signature

ALTERATION OF THIS DOCUMENT IS A CRIMINAL OFFENSE UNDER 18 PA.C.S. § 4911



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 11

Please find the attached copies of notifications provided to county and municipal governing bodies advising them of the proposed project.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council



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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

June 22, 2015

Tony Amadio, Chair
Beaver County Board of Commissioners
810 Third Street
Beaver, PA 15009

RE: Ohio River Greenway Trail & Conservation Project Phase III Part 1 (Smiths Ferry Trail, Ohioville)

Dear Commissioner Amadio,

Please be advised the Ohio River Trail Council is submitting a Greenways, Trails and Recreation Program (GTRP) grant application for the Ohio River Greenway Trail (ORGT) & Conservation Project Phase III Part 1 (Smiths Ferry Trail). This letter serves as the official notification as required by Commonwealth Financing Authority.

The Ohio River Greenway Trail & Conservation Project Phase III Part 1 consists of the purchase three contiguous parcels of vacant land totaling 69.85 acres owned by H.R. Lewis located in Ohioville, Pa. The parcel ID numbers are 71-170-0113.P00, 71-170-0113.002, and 71-170-0118.000. The referenced properties are under contract for \$210,000. The acquisition fee including appraisal and closing cost is \$215,550. The appraised value is \$224,000. The funding will address portions of Segment 100 in Ohioville, as identified in the Department of Conservation and Natural Resources (DCNR) underwritten Ohio River Trail North Shore Trail Feasibility Study, which is available through the ORTC website at – www.greenway.ohiorivertrail.org/index.php/orgt-north-shore-feasibility-study and several portions of the Beaver County Greenways and Trails Plan found at - <http://membership.ohiorivertrail.org/index.php/2014-10-08-02-06-24>.

With respect to the development of park, recreation areas, and greenways, this acquisition of the three parcels will expand Ohioville's Lock 57 Community Park, which lies across Little Beaver Creek. In 1848, the Sandy and Beaver Canal utilizing the Little Beaver Creek linked the Ohio River with the Ohio & Erie Canal. Remnants of the once thriving canal system are present throughout the region. The Lock 54 remnant in Pennsylvania is within hiking distance of this parcel. Lock 57 Park, Beaver Creek State Park, Pennsylvania State Game Lands #173, and nearby Beaver Creek State Forest provide opportunities for where visitors can enjoy camping, fishing, horseback riding, and picnicking. Stream fishing in the Little Beaver Creek is excellent for smallmouth bass and rock bass.

This GTRP application is very important to the success of the ORGT Phase III or Smiths Ferry Trail Project, which is part of a developing forty-one mile multi-use land trail along the Ohio River and its tributaries. The corridor runs from Coraopolis, Pa to Ohioville, Pa and terminates at the U.S. Public Land Survey "Point of Beginning," a National Historic Landmark located near the three-way intersection of Ohio, Pennsylvania and the northern tip of West Virginia. This project provides the most expeditious and economical way to provide Beaver County residents access to a major greenway system.



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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

In addition, this project is critically important to the overall success of the Ohio River Trail, especially concerning the Beaver County, Pennsylvania connection to the Great Ohio Lake-to-River Greenway in Columbiana County, Ohio and beyond.

The Great Ohio Lake-to-River Greenway is a 110-mile multi-modal transportation corridor, which when realized, will connect Lake Erie to the Ohio River. The Great Ohio Lake-to-River Greenway begins on the shores of Lake Erie at Ashtabula Harbor, passes through Ashtabula, Trumbull, Mahoning, Columbiana, and Beaver Counties, and ends at the banks of the Ohio River at Glasgow, Pa. The Great Ohio Lake-to-River Greenway is approximately 80% complete. The most important unfinished section of the trail is from Lisbon, Ohio to Ohioville, Pa. Part of this missing gap is a portion of the Ohio River Trail along Little Beaver Creek, which utilizes the abandoned Youngstown & Southern Railway's Smiths Ferry Branch right of way, fittingly called the Smiths Ferry Trail. The ORTC has been cooperating with Dorothea Betz, Chairman of the Columbiana County Park District with respect to the completion of the Little Beaver Creek Greenway portion of the Great Ohio Lake-to-River Greenway to Beaver County, Pennsylvania.

The Ohio River Trail Council is a member of the Industrial Heartland Trails Coalition, which is a group of trail builders and supporters collaborating to complete and connect a five-state trail network. The accomplished linkage would make up the largest shared use trail system in North America. The Smiths Ferry Trail is a segment of the Industrial Heartland Trails, which are 53% complete, including the renowned Great Allegheny Passage (GAP). This 150-mile trail has demonstrated that greenways are significant economic generators. Over \$40 million in direct annual spending is attributed to GAP trail users, with overnight visitors spending an average of \$114 per day. Now imagine the power of a connected 1,600-mile Industrial Heartland network!

Furthermore, the protection of this land will improve the economics of our local communities. It is well documented that visitation, tourism, and jobs related to nearby public lands contribute to the regional economies by creating private sector jobs. Safeguarding scenery, wildlife, clean water and air creates opportunities for recreation, thereby promoting long-term economic development and growth. With the increased mobility of today's companies, entrepreneurs desire to locate their enterprises in areas with a high quality of life. The same quality of life that attracts business also draws people with investment income. Therefore, as we invest in conservation, we help to preserve the quality of life necessary to attract business and people.

The Little Beaver Creek watershed is an exceptionally clean waterway with a highly diverse ecosystem, which is home to the rare and endangered salamander, the Hellbender.

The Ohio River Trail Council is requesting a letter of support for the GTRP application expressing the county's approval of the acquisition of the referenced property located in Ohioville. In addition, please note that the proposed project is consistent with the existing county comprehensive plan and complies with the comprehensive land use plans. Thank you for your continued support of the Ohio River Greenway Trail Project.



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

Phone: 724.728.2625
Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chair

cc: Joe Spanik, Beaver County Commissioner
Dennis Nichols, Beaver County Commissioner
Frank Mancini, Director, Beaver County Planning Commission



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Monaca, Pa 15061
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Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

June 22, 2015

Robert A. Ours, President
Ohioville Borough Council
6268 Tuscarawas Rd
Industry, PA 15052

RE: Ohio River Greenway Trail & Conservation Project Phase III Part 1 (Smiths Ferry Trail, Ohioville)

Dear Mr. Ours,

Please be advised the Ohio River Trail Council is submitting a Greenways, Trails and Recreation Program (GTRP) grant application for the Ohio River Greenway Trail (ORGT) & Conservation Project Phase III Part 1 (Smiths Ferry Trail). This letter serves as the official notification as required by Commonwealth Financing Authority.

The Ohio River Greenway Trail & Conservation Project Phase III Part 1 consists of the purchase three contiguous parcels of vacant land totaling 69.85 acres owned by H.R. Lewis located in Ohioville, Pa. The parcel ID numbers are 71-170-0113.P00, 71-170-0113.002, and 71-170-0118.000. The referenced properties are under contract for \$210,000. The acquisition fee including appraisal and closing cost is \$215,550. The appraised value is \$224,000. The funding will address portions of Segment 100 in Ohioville, as identified in the Department of Conservation and Natural Resources (DCNR) underwritten Ohio River Trail North Shore Trail Feasibility Study, which is available through the ORTC website at - www.greenway.ohiorivertrail.org/index.php/orgt-north-shore-feasibility-study and several portions of the Beaver County Greenways and Trails Plan found at - <http://membership.ohiorivertrail.org/index.php/2014-10-08-02-06-24>.

With respect to the development of park, recreation areas, and greenways, this acquisition of the three parcels will expand Ohioville's Lock 57 Community Park, which lies across Little Beaver Creek. In 1848, the Sandy and Beaver Canal utilizing the Little Beaver Creek linked the Ohio River with the Ohio & Erie Canal. Remnants of the once thriving canal system are present throughout the region. The Lock 54 remnant in Pennsylvania is within hiking distance of this parcel. Lock 57 Park, Beaver Creek State Park, Pennsylvania State Game Lands #173, and nearby Beaver Creek State Forest provide opportunities for where visitors can enjoy camping, fishing, horseback riding, and picnicking. Stream fishing in the Little Beaver Creek is excellent for smallmouth bass and rock bass.

This GTRP application is very important to the success of the ORGT Phase III or Smiths Ferry Trail Project, which is part of a developing forty-one mile multi-use land trail along the Ohio River and its tributaries. The corridor runs from Coraopolis, Pa to Ohioville, Pa and terminates at the U.S. Public Land Survey "Point of Beginning," a National Historic Landmark located near the three-way intersection of Ohio, Pennsylvania and the northern tip of West Virginia. This project provides the most expeditious and economical way to provide Beaver County residents access to a major greenway system.



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Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

In addition, this project is critically important to the overall success of the Ohio River Trail, especially concerning the Beaver County, Pennsylvania connection to the Great Ohio Lake-to-River Greenway in Columbiana County, Ohio and beyond. The Great Ohio Lake-to-River Greenway is a 110-mile multi-modal transportation corridor, which when realized, will connect Lake Erie to the Ohio River. The Great Ohio Lake-to-River Greenway begins on the shores of Lake Erie at Ashtabula Harbor, passes through Ashtabula, Trumbull, Mahoning, Columbiana, and Beaver Counties, and ends at the banks of the Ohio River at Glasgow, Pa. The Great Ohio Lake-to-River Greenway is approximately 80% complete. The most important unfinished section of the trail is from Lisbon, Ohio to Ohioville, Pa. Part of this missing gap is a portion of the Ohio River Trail along Little Beaver Creek, which utilizes the abandoned Youngstown & Southern Railway's Smiths Ferry Branch right of way, fittingly called the Smiths Ferry Trail. The ORTC has been cooperating with Dorothea Betz, Chairman of the Columbiana County Park District with respect to the completion of the Little Beaver Creek Greenway portion of the Great Ohio Lake-to-River Greenway to Beaver County, Pennsylvania.

The Ohio River Trail Council is a member of the Industrial Heartland Trails Coalition, which is a group of trail builders and supporters collaborating to complete and connect a five-state trail network. The accomplished linkage would make up the largest shared use trail system in North America. The Smiths Ferry Trail is a segment of the Industrial Heartland Trails, which are 53% complete, including the renowned Great Allegheny Passage (GAP). This 150-mile trail has demonstrated that greenways are significant economic generators. Over \$40 million in direct annual spending is attributed to GAP trail users, with overnight visitors spending an average of \$114 per day. Now imagine the power of a connected 1,600-mile Industrial Heartland network!

Furthermore, the protection of this land will improve the economics of our local communities. It is well documented that visitation, tourism, and jobs related to nearby public lands contribute to the regional economies by creating private sector jobs. Safeguarding scenery, wildlife, clean water and air creates opportunities for recreation, thereby promoting long-term economic development and growth. With the increased mobility of today's companies, entrepreneurs desire to locate their enterprises in areas with a high quality of life. The same quality of life that attracts business also draws people with investment income. Therefore, as we invest in conservation, we help to preserve the quality of life necessary to attract business and people.

The Little Beaver Creek watershed is an exceptionally clean waterway with a highly diverse ecosystem, which is home to the rare and endangered salamander, the Hellbender. The Ohio River Trail Council is requesting a letter of support for the GTRP application expressing the borough's approval of the acquisition of the referenced property located in Ohioville. Thank you for your continued support of the Ohio River Greenway trail Project.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Chief Executive Officer



1100 Pennsylvania Av
Monaca, Pa 15061
www.ohiorivertrail.org

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Fax: 724.775.9876
drvtroia@ohiorivertrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192 Appendix I Exhibit 12

Please find the attached copies of written consent from the county and municipality in which the land is situated.

Respectfully submitted,

Dr. Vincent Troia

Dr. Vincent Troia
Executive Chairman
Ohio River Trail Council

BEAVER COUNTY COMMISSIONERS



June 30, 2015

Dennis M. Davin, Secretary
PA Department of Community & Economic Development
400 North Street, Fourth Floor
Harrisburg, PA 17120

Re: Ohio River Trails Council – Greenways, Trails and
Recreation Program Grant Application

Board of Commissioners

Tony Amadio, Chairman
Joe Spanik
Dennis E. Nichols

Chief Clerk

Tracey L. Patton

**BEAVER COUNTY
COMMISSIONERS**

810 Third Street
Beaver, PA 15009
(724) 770-4405
(724) 728-0725 Fax

Dear Secretary Davin,

Please be advised that the Beaver County Board of Commissioners supports the Ohio River Trail Council's application to the Commonwealth Financing Authority's Greenways, Trails and Recreation Program, including the associated acquisition of property located in Ohioville for the Ohio River Greenway Trail & Conservation Project Phase III Part 1. This funding will purchase three contiguous parcels of vacant land totaling 69.85 acres. The parcel numbers are: 71-170-0113, 71-170-0113.002, and 71-170-0118.000.

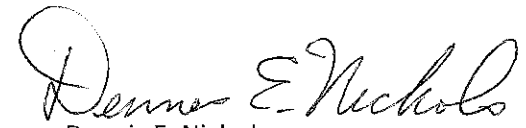
This project is appropriate and worthy of a grant as this funding will address portions of Segment 100 in Ohioville as identified in the Department of Conservation & Natural Resources underwritten Ohio River Trail North Shore Trail Feasibility Study and essential sections of our County Greenways & Trails Plan. Further, this project will be critical to the success of the Ohio River Trail, especially as it relates to Beaver County's linkage to the Great Ohio Lake-to-River Greenway in Columbia County, Ohio and beyond. This plan provides the most economical way to offer Beaver County residents access to this major greenway system.

We are pleased to endorse the Ohio River Trail Council Council's application for a Commonwealth Financing Authority grant and recommend your positive action in this matter.

Sincerely,
Beaver County Board of Commissioners


Tony Amadio
Chairman


Joe Spanik
Commissioner


Dennis E. Nichols
Commissioner

OHIOVILLE BOROUGH

Beaver County, Pennsylvania
6268 Tuscarawas Rd.
Industry, PA 15052
Connie S. Vincik Secretary/Treasurer
Office - (724) 643-1920
Fax - (724) 643-4838
www.ohiovilleboro.org

April 16, 2015

Dr. Vincent Troia, Chief Executive Officer
Ohio River Trail Council
1100 Pennsylvania Avenue
Monaca, PA 15061

IN RE: SMITHS FERRY TRAIL & CONSERVATION PROJECT

Dear Dr. Troia:

The Borough Council of the Borough of Ohioville discussed your April 7, 2015, letter regarding the Ohioville River Trail Council's DCNR Land Acquisition and Conservation Grant Application at the Borough's last meeting.

Please be advised that Ohioville Borough Council fully supports said Grant Application as this trail linkage would provide the most expeditious and economical way to provide Beaver County residents access to a major greenway system.

Respectfully submitted,



Connie S. Vincik, Secretary-Treasurer

CSV/tew



1100 Pennsylvania Av
Monaca, Pa 15061
www.OhioRiverTrail.org

Phone: 724.728.2625
Fax: 724.775.9876
DrVtroia@OhioRiverTrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

GTRP Web Application #8066192

Appendix III

Vision, Mission & Support

The Ohio River Trail Council (ORTC) is a multifaceted, non-profit 501(c)(3) charitable and volunteer-led public benefit corporation. The ORTC mission is to bring individuals, groups, communities, businesses, and all levels of government together to honor our past and build our future by providing active transportation networks, economic development, environmental stewardship, brownfield remediation, heritage preservation, and recreation opportunities along the Ohio River and its tributaries.

The ORTC serves as a unification tool that encourages inter-municipal collaboration, and provides a forum for council members, decision makers, local citizens, municipal managers, and recreational users to share knowledge with the objective to guarantee a bright future for our rivers, forests, and towns.

The ORTC is composed of a dedicated and visionary leadership, which embraces a team strategy to implement our initiatives. The ORTC is undergoing multi-municipal planning efforts with a focus on community revitalization. Presently one specific emphasis is on capitalizing on our common interest in reconnecting all of our partner communities along the Ohio River. The Ohio River corridor is a critical local and regional resource that calls for protection and enhancement.

The support for Ohio River Trail Council's vision and master plan is remarkable and widespread. The ORTC in each of the last five years has received an unprecedented five awards from the National Park Service Rivers, Trails, and Conservation Assistance (RTCA) Program. The RTCA Program is the community assistance arm of the National Park Service and supports community-led natural resource conservation and outdoor recreation projects.

Together we assembled the necessary pieces to achieve on-the-ground conservation success, to identify resources, to navigate the planning process, and to convert ideas into actions. The RTCA program staff provided technical assistance in conceptual planning, organizational development, and capacity building.



1100 Pennsylvania Av
Monaca, Pa 15061
www.OhioRiverTrail.org

Phone: 724.728.2625
Fax: 724.775.9876
DrVtroia@OhioRiverTrail.org

Ohio River Trail Council

"Joining communities through fitness, recreation, heritage and transportation networks"

The best example of the capabilities of the Ohio River Trail Council is the development of the Ohio River Water Trail (ORWT) in only a five-year time span.

The ORWT project originated in 2010 to develop a dedicated safe route for boats that provides a destination for canoeing, kayaking, fishing, and other recreation. These routes establish recreational corridors between specific locations and can include boat launches, day-use sites, and in some cases overnight camping. The ORWT project's goal is to connect Pittsburgh, Pa to its neighboring communities while building a sense of place and offering an enormous opportunity for recreation for the 1.6 million residents living along the ORWT. To accomplish this task, the ORTC forged several partnerships in three-states to promote river utilization and community pride.

On January 4, 2012, the ORWT received the Pennsylvania designation as an official state water trail by the Pennsylvania Water Trails Partnership (PWTP). The members of the partnership include the PA Department of Conservation & Natural Resources, PA Environmental Council, PA Fish & Boat Commission, National Park Service – Chesapeake Bay Gateways & Watertrails Network, and the National Park Service – Rivers – Trails & Conservation Assistance Program. The PWPT provides technical assistance materials to the ORTC in the form of printed publications, online resources, and various workshops and events.

The water trail is listed on the PA Fish & Boat Commission website — www.fishandboat.com/watertrails/trailindex.htm.

The Ohio River Water Trail Map & Guide which includes the identification of access and hazard sites, trail amenities, safety information, boating regulations, and information on natural, cultural and historic points of interest is available in print and online from the ORTC website — www.water.ohiorivertrail.org.

To celebrate National Trails Day, Saturday, June 6, 2015 U.S. Secretary of the Interior Sally Jewell and the National Park Service Director Jonathan B. Jarvis designated 10 local and state trails as National Recreation Trails, adding more than 150 miles to the National Trails System. "By designating these exceptional trails as part of the National Trails System, we recognize the efforts of local communities to provide outdoor recreational opportunities that can be enjoyed by everyone," said Jewell. "Our world class network of national trails provides easily accessible places to get exercise and connect with nature in both urban and rural areas while also boosting tourism and supporting economic opportunities in local communities across the country."



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"Joining communities through fitness, recreation, heritage and transportation networks"

One of the outstanding National Recreation Trails for 2015 is the Ohio River Water Trail (ORWT), which navigates the counties of Allegheny, Beaver, Columbiana, and Hancock in the states of Ohio, Pennsylvania, and West Virginia. The ORWT is 69-mile blue trail that supports an enhanced river recreation experience on 46-miles of the Ohio River, three miles of the Beaver River, four miles of Raccoon Creek, and 16-miles of Little Beaver Creek. Multiple partners manage the 14 access points connecting 48 riverfront communities. The Ohio River Trail Council (56-miles) and the Friends of the Riverfront (13-miles) administer the ORWT.

In addition, the Ohio River Water Trail is the July 2015 featured trail on the Department of Conservation and Natural Resources "ExplorePAtrails" website - www.explorepatrails.com.

The ORTC is confident that the Ohio River Greenway Trail, which parallels the Ohio River Water Trail, can attain the same distinguished honor.

Congress of the United States
House of Representatives

June 26, 2015

Dennis Davin
Secretary
Pennsylvania Department of Community and Economic Development
400 North Street, Floor 4
Harrisburg, PA 17120-0081

Dear Secretary Davin,

I am pleased to provide this letter of support for the Ohio River Trail Council's (ORTC) application for the Commonwealth Financing Authority's Greenways, Trails, and Recreation Program grant to complete phase three part one of their Ohio River Greenway Trail & Conservation Project.

The funding will be specifically used to purchase three contiguous parcels of vacant land located in Ohioville, Pa. The property will total 69.85 acres and will be purchased for the total price of \$215,550. The property is currently valued at \$224,000. The proposed project will preserve critical habitat areas and open space as well as develop parks, recreation areas, and greenways to be enjoyed by visitors and residents of the area. This particular project will protect an ecosystem that supports 63 species of fish, 49 mammal species, 140 types of birds, and 46 species of reptiles and amphibians, including the threatened Eastern Hellbender Salamander. This purchase will also allow the ORTC to complete an additional section of a 41 mile Ohio River Trail project. This will also complete the "Great Ohio Lake-to-River Greenway" (GOLTRG) project that will ultimately connect the Ohio River to Lake Erie. The utilization of this trail by residents and visitors will serve to benefit the local economies along the Ohio River. The ORTC has found that an overnight visitor to the ORT spends an average of \$114. The completion of this trail will increase the trails' utilization and benefit local businesses in the surrounding areas.

I respectfully request that you give the Ohio River Trail Council's application for the Commonwealth Financing Authority's Greenways, Trails, and Recreation Program grant all due care and consideration. If you should have any further questions, please do not hesitate to contact my Beaver Office at (724)359-1626.

Sincerely,



BEAVER OFFICE
650 CORPORATION STREET, SUITE 304
BEAVER, PA 15009
PHONE: 724-359-1626
FAX: 412-593-2022

JOHNSTOWN OFFICE
110 FRANKLIN STREET, SUITE 150
JOHNSTOWN, PA 15901
PHONE: 814-619-3659
FAX: 412-593-2022

ROSS TOWNSHIP OFFICE
6000 BABCOCK BOULEVARD, SUITE 104
PITTSBURGH, PA 15237
PHONE: 412-837-1361
FAX: 412-593-2022

WASHINGTON D.C. OFFICE
1205 LONGWORTH HOB
WASHINGTON, D.C. 20515
PHONE: 202-225-2065
FAX: 202-225-5709



250 Insurance Street, Suite 300 • Beaver, PA 15009 • 724.728.8610 FAX 724.728.3666

June 24, 2015

Dennis M. Davin, Secretary
PA Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

RE: Ohio River Greenway Trail & Conservation Project
Phase III, Part 1

Dear Mr. Davin:

The Beaver County Corporation for Economic Development (BCCED) strongly supports the Ohio River Greenway Trail and Conservation Project (ORGT) Phase III, Part 1 application to the Commonwealth Financing Authority to acquire key parcels along the Little Beaver Creek in Ohioville Borough. The parcels totaling 69.85 acres will be used to conserve critical habitat areas and open spaces including the expansion of an adjacent Audubon Important Bird Area (IBA) and provide a key link in the Ohio River Trail North Shore. The project is identified in the Beaver County Greenways and Trails Plan as a key component of Beaver County greenways.

The Little Beaver Creek is a designated National Scenic River in both Ohio and Pennsylvania. The project area will provide a riparian buffer to the Creek offering protection to maintain its Scenic River status and safeguarding a thriving habitat area for birds, wildlife, fish and amphibians. The stream is home to the threatened Eastern Hellbender Salamander that can only survive in healthy stream systems free of development and urbanization. The gorge of the Little Beaver Creek also has the geological distinction of being the only stream valley in the United States to exhibit all four major glaciations.

Acquisition of this ecologically valuable land contributes to the Ohio River Trail North Shore with connections to the Great Ohio Lake-to-River Greenway, the Great Allegheny Passage and the Ohio River Water Trail. This link adds to the burgeoning trail systems branching out through Ohio, West Virginia, Pennsylvania, and Maryland. The trail systems are economic generators evidenced by the over \$40 million spent annually along on the Great Allegheny Passage with an overnight visitor spending an average of \$114 per day. Tourism is one of the Commonwealth's leading industries.

The BCCED is pleased to offer its support of the Ohio River Greenway Trail and Conservation Project Phase III, Part 1 application.

Very truly yours,

James Palmer
President

Cc: Dr. Vincent Troia, Executive Chairman
ORTC



SOUTHWESTERN PENNSYLVANIA COMMISSION

Two Chatham Center • Suite 500 • 112 Washington Place • Pittsburgh, PA 15219-3451

412-391-5590 phone • 412-391-9160 fax • www.spcregion.org

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Steve Craig
Chairman

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Charles W. Anderson
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Washington County
Larry Maggi
Secretary-Treasurer

Executive Committee:

Allegheny County
Rich Fitzgerald

Armstrong County
David Battaglia

Beaver County
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Tyler Courtney
Lynn Heckman

Governor's Office
Erin Molchany

PA Dept. of Community &
Economic Development
Albert D'Alessandro

PA Dept. of Transportation
James D. Ritzman

Executive Director
James R. Hassinger

June 23, 2015

Mr. Dennis M. Davin, Secretary
PA Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Re: Borough of Ohioville Application
Greenways, Trails and Recreation Program
Ohio River Greenway Trail, Phase III, Section 1

Dear Mr. Davin:

Please consider this a letter of support from the Southwestern Pennsylvania Commission (SPC) for a *Greenways, Trails and Recreation Program* application for the above referenced project.

SPC is the designated Metropolitan Planning Organization for Southwestern Pennsylvania. Award of this grant would permit the acquisition of almost 70 acres of critical habitat and open space along the Little Beaver Creek in Beaver County, Pennsylvania.

This project is consistent with the following regional policy goals and strategies identified in the region's long range plan, *Mapping the Future, The Southwestern Pennsylvania Plan*:

- The region will preserve, promote and develop the tourism and hospitality industries by capitalizing on historic, cultural, recreational and ecological assets.
- The region's infrastructure system will be designed to protect and enhance public health and the environment.
- Transportation and development choices will reflect a priority on safe and secure multimodal and intermodal networks for both people and goods.

As such, we support the above referenced applicant's request for funding from the Greenways, Trails and Recreation Program.

Sincerely,

James R. Hassinger, Ph.D., AICP
Executive Director

Cc: Dr. Vincent Troia, ORTC

SENATOR
ELDER VOGEL, JR.
47TH SENATORIAL DISTRICT

- **SENATE BOX 203047**
THE STATE CAPITOL
HARRISBURG, PA 17120-3047
(717) 787-3076
FAX (717) 772-2756
- **301 CENTRAL BUILDING**
101 SOUTH MERCER STREET
NEW CASTLE, PA 16101
(724) 654-1444
FAX (724) 656-3182
- **488 ADAMS STREET**
ROCHESTER, PA 15074-1940
(724) 774-0444
FAX (724) 773-7384



Senate of Pennsylvania

COMMITTEES

AGRICULTURE & RURAL AFFAIRS, CHAIR
LOCAL GOVERNMENT, VICE CHAIR
AGING & YOUTH
ENVIRONMENTAL RESOURCES & ENERGY
URBAN AFFAIRS & HOUSING
MAJORITY POLICY

June 22, 2015

Dennis M. Davin, Secretary
PA Department of Community and Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Dear Secretary Davin:

This letter is written in support of the Borough of Ohioville and the Ohio River Trail Council's application to the DCED Office of Innovation and Investment, CFA Programs Division, for a grant to aid in the completion of the Ohio River Greenway Trail and Conservation Project.

The application was submitted to the Greenways, Trails, and Recreation Program for the purchase of real estate to provide Beaver County residents access to a major greenway system. This funding will assist the Council in conserving habitat areas and open space. I strongly support the Borough of Ohioville and the Ohio River Trail Council in this request.

I am respectfully asking for your consideration of this project. Should you have any questions or desire additional information, please feel free to contact my office.

Sincerely,

A handwritten signature in black ink that reads "Elder Vogel Jr." with a stylized flourish at the end.

Senator Elder Vogel Jr.
47th Senatorial District

JIM MARSHALL, MEMBER
14TH Legislative District

P.O. Box 202014
Harrisburg, PA 17120-2014
Phone: (717) 260-6432
Fax: (717) 782-2918

2811 Darlington Road, Suite 1
Beaver Falls, PA 15010
Phone: (724) 847-1352
Fax: (724) 847-5283



House of Representatives
Commonwealth of Pennsylvania
Harrisburg

Committees

Appropriations
Environmental Resources & Energy
Transportation
Veterans Affairs and
Emergency Preparedness

E-mail: jmarshall@pahousegop.com
Website: www.RepMarshall.com

June 29, 2015

Dennis M. Davin, Secretary
PA Department of Community & Economic Development
Commonwealth Keystone Building
400 North Street, 4th Floor
Harrisburg, PA 17120-0225

Dear Secretary Davin:

This letter is to add my support for a Pennsylvania Commonwealth Financing Authority grant application, in cooperation with the Borough of Ohioville. The Ohio River Trail Council submitted an implementation grant application to the Greenways, Trails and Recreation Program for the purchase of real estate necessary to complete the Ohio River Greenway Trail & Conservation Project Phase III Part 1 (Smiths Ferry Trail), which includes the acquisition of the HR Lewis property along Little Beaver Creek in Ohioville, PA.

The Smiths Ferry Trail & Conservation Project encompasses a picturesque critical habitat and open space area that abuts the Ohio State border and is located in Ohioville, PA. Steep walls, wooded slopes, sandstone hills, and high rock cliffs characterize the foothills of the Appalachian Mountains. The space to be conserved provides a riparian buffer and borders the Little Beaver Creek, which flows through some of Ohio and Pennsylvania's most rugged and wildest lands and is located near the confluence of the Ohio River. Geologically, the valley of the Little Beaver is unique, being the only stream valley in the United States, in which evidence of all four major glaciations can be found.

With respect to the development of park, recreation areas, and greenways, this parcel would expand Ohioville's Lock 57 Community Park, which lies across Little Beaver Creek. The Lock 54 remnant in Pennsylvania is within hiking distance of this parcel. Lock 57 Park, Beaver Creek State Park, Pennsylvania State Game Lands #173, and nearby Beaver Creek State Forest provide opportunities for where visitors can enjoy camping, fishing, horseback riding and picnicking.

I urge your favorable review of "The Smiths Ferry Trail & Conservation Project Part Phase III Part 1" application and thank you for allowing me the opportunity to express my support for this Ohio River Trail Council project.

Sincerely,

A handwritten signature in black ink that reads "Jim Marshall".

JIM MARSHALL
State Representative
14th Legislative District

JM/prs



THE SECRETARY OF THE INTERIOR

WASHINGTON

JUN 04 2015

Dr. Vincent Troia
Executive Chairman and CEO
Ohio River Trail Council
1100 Pennsylvania Avenue
Monaca, Pennsylvslvania 15061

Dear Dr. Troia:

It is my pleasure to inform you that the Ohio River Water Trail has been designated as a National Recreation Trail (NRT).

The Ohio River Water Trail is a fine addition to the National Trails System. This year it joins nine other newly designated NRTs across the United States for this special recognition. We are very proud of these trails and the spirit of partnerships and resource conservation that they represent. Trails provide millions of Americans with outstanding opportunities to enjoy the great outdoors.

On Saturday, June 6, 2015, tens of thousands of Americans will observe the 23rd National Trails Day. We hope that you will be able to join us in this celebration. Enclosed is a certificate of designation, signed by the Director of the National Park Service and myself, and a set of new trail markers.

I want to thank you for your commitment to providing outdoor recreation, physical fitness, heritage, and volunteer opportunities for Americans of all ages.

Sincerely,


Sally Jewell

Enclosures