

COUNTY OF VENANGO

Susan R. Hannon
Recorder - Register - Clerk of Orphans' Court
1168 Liberty Street
P.O. Box 831
Franklin, PA 16323

RECEIPT FOR PAYMENT

Instrument Number: 2014-003239

Instrument Type: AGREEMENT

Receipt Date: 7/24/2014

Receipt Time: 09:17:11

Receipt No.: 202414

Book#: 2014 Page#: 3239

Receipt Distribution

Fee/Tax Description	Payment Amount
AGREEMENT	45.00
AGREEMENT WRIT	.50
CO IMPROVEMENT FND	2.00
REC. IMPRVMT FUND	3.00
Check# 7145	\$50.50
Total Received.....	\$50.50

Paid By Remarks: PENNEWELLS SANDBLASTING

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



Susan R. Hannon
Susan R. Hannon
Recorder of Deeds

*** DO NOT DETACH ***

NOTE ** This page is now part of this legal document. ** NOTE

NOTE ** Some information subject to change during the verification process and may not be reflected on this page. ** NOTE

GRANTOR: Jeffrey Pennewell

PROPERTY ADDRESS: 55 Main Street, Rouseville, PA

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.**

The property affected (Property) by this Environmental Covenant is located in the Borough of Rouseville, Venango County.

The postal street address of the Property is: 55 Main Street, Rouseville, PA.
The County Parcel Identification No. of the Property is: 25-03-01 and 07-16-12
The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 41 degrees - 27 minutes - 51.12 seconds (north) and 79 degrees - 41 minutes - 26.18 seconds (west).
The property has been known by the following name: Rouseville Refinery Plant 1.
The Primary Facility (PF) No. of the Rouseville Refinery Plant 1 is: 612975.
The Tank Facility ID No. of the Rouseville Refinery Plant 1 is: 61-91604.

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR.**

Jeffrey Pennewell is the Owner of the Property. The mailing address(es) of the Owner(s) is/are: 2321 Horsecreek Road, Oil City, PA 16301.

3. **Holder / GRANTEE.**

The following is the "Holder," as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant: The Pennzoil-Quaker State Company (PQS), 910 Louisiana OSP 687, Houston, TX 77002.

4. **Description of Contamination & Remedy.**

Releases of regulated substances during the operation of the Rouseville Refinery Plant 1 have resulted in environmental contamination. The location and the horizontal and vertical extent of environmental contamination at the Rouseville Refinery Plant 1, including the

Property, and at other properties adjacent or near the Rouseville Refinery Plant 1, have been assessed and are described in the following environmental investigation reports (collectively, the "Reports") titled as follows:

Name of Report	Date	Author
Plant 1, Area I, Final Assessment Report	October 4, 1988	G&M Spill and Tank Management, Inc. for PQS
Plant 1, Areas II and III, Final Assessment Report	April 27, 1989, modified July 26, 1989	G&M Spill and Tank Management, Inc. for PQS
Site Characterization Report for AST 612 and 613 at Plant 1	May 3, 2002	TolTest, Inc. for Calumet
Closure Report for 62 ASTs at Plant 1	October 24, 2003	Orbital Engineering, Inc. for Calumet
Site Characterization Report/ Remedial Investigation Report	July 12, 2005	TolTest, Inc. for PQS
Site Characterization Report/ Remedial Investigation Report and Risk Assessment Report	March 20, 2006	TolTest, Inc. for PQS

The Reports are incorporated herein by reference and are maintained as public documents by the Department at the Northwest Regional Office in Meadville, Pennsylvania in accordance with the Department's standard document retention practices. The areas of the Rouseville Refinery Plant 1, including the Property and other properties adjacent to the Rouseville Refinery Plant 1, where regulated substances have been released or are present in soil or groundwater is hereafter referenced to as the "Site."

The Reports contain the analytical results of samples taken of the soil and groundwater at the Site, including the sampling and analysis for Volatile Organic Compounds ("VOCs"), Semi-Volatile Organic Compounds ("SVOCs"), and metals in on-site monitoring wells, the determination of the direction of groundwater flow, and the sampling and analysis for VOCs, SVOCs, and metals in the soil. The Reports describe all contamination known by the Parties to exist at the Site ("Identified Contamination") as of the date of this Environmental Covenant.

On April 28, 1990, the Department and Pennzoil Products Company (PPC), a predecessor of PQS, executed a consent order and agreement, which, among other requirements, required PPC to construct a groundwater remediation system at the Site, and to address contamination at another property known as Rouseville Refinery Plant 2 ("April 1990 Agreement"). The Findings of Fact contained in the April 1990 Agreement are incorporated by reference herein. Pursuant to Paragraph 17 of the April 1990 Agreement, the April 1990 Agreement terminated on April 28, 1995, but the Findings of Fact remain in effect.

In accordance with the April 1990 Agreement, PPC began operating a total fluid recovery

system at the Rouseville Refinery Plant 1. The recovery system consisted of approximately 87 recovery wells, and was installed to mitigate the migration of separate phase liquid (SPL) into Oil Creek and Cherry Run. The recovery system was designed to discharge recovered SPL and groundwater to the Rouseville Refinery Plant 1 wastewater treatment system.

In 2003, Calumet Lubricants Co., Limited Partnership limited operation of the Rouseville Refinery Plant 1 wastewater treatment system to primarily processing storm water. As a result, PQS constructed a new groundwater/production treatment system in January 2004.

On June 8, 2006, a Consent Order and Agreement ("Agreement") was entered by and among the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department"), PQS, Calumet Lubricants Co., Limited Partnership, Calumet Pennsylvania, LLC, and the Borough of Rouseville.

An initial RAP for this Site was submitted on December 26, 2006, and was approved by the Department on March 29, 2007. In the course of implementing the RAP, changing site conditions, circumstances as well as new remedial methodologies and technologies became available which necessitated revisions to the original RAP. On June 12, 2008, an Amended RAP was submitted. These modifications included the use of a vacuum enhanced skimming (VES) system north of Cherry Run; the use of active skimming (via a mobile skimming unit) instead of discrete enhanced fluid recovery (EFR) events at select monitoring wells; and a revision of the final remedy for the resin area to accommodate the beneficial use of GOC Property Holdings, LLC's redevelopment plans for this area. Based on the Department comments, RAP Amendment 1, Addendum 1, was submitted to the Department on August 15, 2008, and was subsequently approved by the Department on October 1, 2008.

On August 31, 2010, the Department approved a new RAP (dated April 2010) that detailed the shutdown of the total fluids recovery system, implementation of a targeted excavation program, installation of a permanent cap in the resin area and installation of a phytoremediation barrier. On July 30, 2011, the Department approved a Supplemental RAP and Proposed Final Remedies document, dated March 2011. The Supplemental RAP detailed the implementation of final remedies in RU 4.1, the area North of RU 1.1 and the Cherry Run railroad bridge area. PQS has implemented the remedial actions set forth in these documents as related to the Property.

On October 1, 2012, the Department received PQS' submittal of a revised Risk Assessment Report (RAR) and Final Report (FR) for the former PQS Plant 1 Refinery (Site #61-91604) located at 2 Main Street (State Route 8) Rouseville Pennsylvania. The Department approved the RAR and FR in a letter dated December 26, 2012.

The FR presented results and findings of the remedial activities conducted and demonstrated attainment of the Site Specific Standard (SSS) for all media. . The demonstration of attainment addressed the potential exposure pathways for current and future indoor and outdoor workers, construction / excavation workers, and recreational visitors. The FR also demonstrated that SPL was recovered to the maximum extent practicable and that the installation and use of existing Engineering Controls (physical

barriers) will serve to prevent any remaining SPL from causing sheens on surface water at or near the property. As the demonstration of attainment relied on Engineering and Institutional Controls established to maintain the SSS, the FR also presented a Post-Remediation Care Plan (PRCP). The PRCP was presented in Section 10 of the FR. Engineering Controls present at the Property consist of the historically constructed concrete retaining walls. The Engineering Controls are further discussed below:

- Concrete retaining walls were historically constructed on the Property. The retaining walls are present at the property boundary bordering Oil Creek. The presence of the retaining walls act as impermeable barriers to floating SPL while allowing groundwater to flow freely through the sand and gravel located beneath the walls.

As part of the FR, PQS submitted a request to waive the requirement for an Environmental Covenant on two right-of-ways owned by PennDot and Norfolk Southern Corporation. The Department granted the waiver for the right-of-ways provided the source Property Environmental Covenant includes a provision requiring periodic monitoring and reporting to confirm all relevant activity and use limitations described in the PRCP for the right-of-ways are being maintained.

5. Activity & Use Limitations.

5.1 Activity and Use Limitations Applicable to Owner

The Property is subject to the following activity and use limitations, which the Owner and each subsequent Owner of the Property shall abide by:

- a. Use of the Property is limited to nonresidential property;
- b. No person shall withdraw or make use of any groundwater underneath the Property for any purpose;
- c. The construction of basements or other underground storage on the Property is prohibited, except for water-tight structures that are used to house industrial equipment provided any such structure includes a soil, water and vapor barrier, (as documented in the Work Plan referenced in paragraph 5.1, d) below, or additional sampling and/or vapor intrusion modeling is submitted to the Department demonstrating to the satisfaction of the Department that the occupation of the underground structure will not result in an unacceptable vapor intrusion risk;
- d. The following limitations apply to the disturbance of soil and groundwater:

- i. The Owner and any other persons using the Property in the future (a "Reuser") shall avoid disturbing subsurface soils at the Property (defined as soils two feet or greater below "original grade" (i.e., ground level as of the date Owner acquired the Property and prior to any excavation and/or addition of fill material)), except as may be necessary to install improvements at the Property. If any such disturbance is proposed by the Owner or a Reuser, that person shall submit a Work Plan to the Department, and PQS no less than 15 working days before any soil disturbance begins at the Property. PQS shall provide any comment on the Work Plan in writing to the Department within 14 working days of receiving the Work Plan. No disturbance of subsurface soils shall take place until the Work Plan is approved by the Department. The Work Plan shall describe how excavation work will proceed. Soil disturbance activities will be conducted in accordance with applicable OSHA exposure requirements, including air monitoring, for site workers and construction employees. Air monitoring procedures shall include consideration for potential petroleum volatile organic compounds (VOC's), methane, hydrogen sulfide and other combustible gases.
- ii. For areas where Identified Contamination exists, the Work Plan shall also provide for the management, characterization, and/or disposal of disturbed soils, if necessary, by the Owner or a Reuser in accordance with the Regulations. Excavation in such areas below "original grade" (defined as soils two feet or greater below "original grade"), (i.e., ground level as of the date Pennewell acquired the Property and prior to any excavation and/or addition of fill material) shall also require a written health and safety plan be submitted to the Department that addresses all known contaminants.
- iii. The Work Plan shall also address any proposed modifications of any remedial actions being conducted by PQS to accommodate the excavations or improvements, identify the party responsible for implementation of the modification, and state whether or not PQS agrees to the modification; and
- iv. The excavations or improvements shall not disrupt the Department-approved remedial actions of PQS, and PQS shall not be responsible for the cost of the modification of any remedial action to accommodate Owner or the Reuser's excavations or improvements, without PQS' prior written consent.

6. **Notice of Limitations in Future Conveyances.**

Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.**

By the ensuing October 15 following full execution of this covenant, PQS shall submit, to the Department and Owner written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. PQS will perform an annual inspection of the Property and the adjacent PennDot and Norfolk Southern right-of-ways during the third quarter of each year.

The annual inspection shall be performed to confirm whether or not the activity and use limitations associated with the Property are being abided by and shall include an inspection of the condition of the concrete retaining wall as discussed in Section 5.2 of this Environmental Covenant, and inspection of the PennDot and Norfolk Southern right-of-way's to confirm whether or not potable wells have been installed. PQS shall report findings to the Department on or before October 15.

PQS will report any petroleum sheens in the adjacent Oil Creek pursuant to the regulations in force at the time of the discovery.

Furthermore, the Grantor will notify the Department and any Holder of any proposed changes in use of the property, filing of applications for building permits for the property, or proposals for any site work affecting the contamination on the property subject to this Environmental Covenant.

8. **Access by the Department.**

In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recordation & Proof & Notification.**

Within 30 days after the date of the Department's approval, the Owner(s) shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recordation. Within that time period, the Owner(s) also shall send a file-stamped copy to each of the following: each Municipality and County in which

the Property is located; any Holder identified in this Environmental Covenant; each person holding a recorded interest in the Property; each person in possession of the Property; and (other persons as required by the Department).

10. **Termination or Modification.**

- a. This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509, except that the PRCP, incorporated herein by reference, and presented in the Department approved Final Report may be modified with the written approval of the Department.
- b. This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property Owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.
- c. This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026. 101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.
- d. Any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current Owner of the Property and (iii) the Department.

11. **Department's address.**

Communications with the Department regarding this Environmental Covenant shall be sent to:

Eric Gustafson
Environmental Cleanup and Brownfields Program Manager
230 Chestnut Street
Meadville, PA 16335

12. Severability.

The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

~~Pennzoil-Quaker State Company~~ "Holder/Grantee"

Date:

By:

Name: Pamela Tetarenko

Title: Principle Program Manager

Date:

Jeffrey Pennewell, "Owner/Grantor"

By:

Name: Jeffrey Pennewell

Title: Owner

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: 3/24/2014

By:

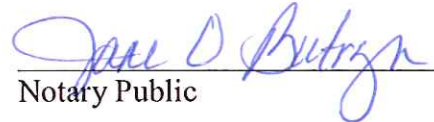
Name: Eric Gustafson

Title: Regional Manager,
Environmental Protection and Brownfields

COMMONWEALTH OF PENNSYLVANIA :
: SS,
COUNTY OF Crawford County :

On this 24th day of MARCH, 2014, before me, a Notary Public, the undersigned person, Eric A. Gustafson, Regional Manager, Environmental Cleanup and Brownfields personally appeared and acknowledged himself to be authorized on behalf of himself, to sign the foregoing ENVIRONMENTAL COVENANT, dated MARCH 24, 2014.

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


Notary Public

My Commission Expires: Aug. 26, 2015

Seal:

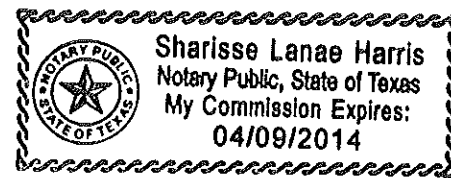
COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Jane O. Butryn, Notary Public City of Meadville, Crawford County My Commission Expires Aug. 26, 2015

COMMONWEALTH OF _____)
COUNTY OF Galveston) SS:

On this 12 day of March, 20 , before me, the undersigned officer, personally appeared Pamela Tetarenko, Shell Oil Products US who acknowledged herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that she executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Sharisse L. Harris
Notary Public



DRAFT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Venango) SS:

On this 4 day of February, 2014, before me, the undersigned officer, personally appeared Jeffrey Pennouel who acknowledged himself/herself to be the Owner/Grantor [Title] of _____, whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Heather Daigle

Notary Public

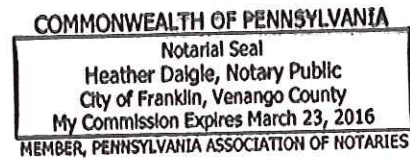
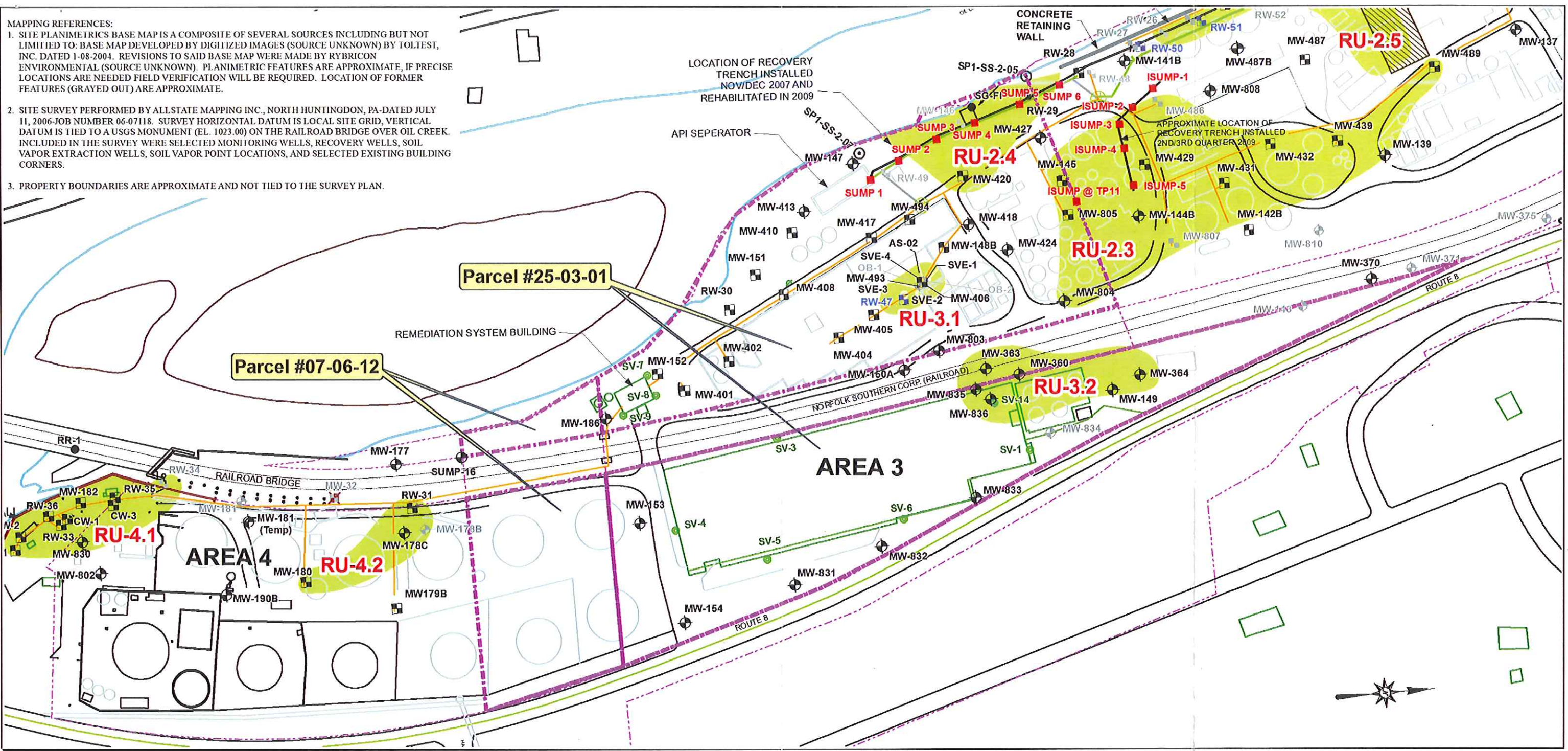


Exhibit A

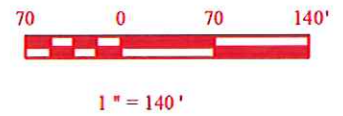
MAPPING REFERENCES:

1. SITE PLANIMETRICS BASE MAP IS A COMPOSITE OF SEVERAL SOURCES INCLUDING BUT NOT LIMITED TO: BASE MAP DEVELOPED BY DIGITIZED IMAGES (SOURCE UNKNOWN) BY TOLTEST, INC. DATED 1-08-2004. REVISIONS TO SAID BASE MAP WERE MADE BY RYBRICON ENVIRONMENTAL (SOURCE UNKNOWN). PLANIMETRIC FEATURES ARE APPROXIMATE, IF PRECISE LOCATIONS ARE NEEDED FIELD VERIFICATION WILL BE REQUIRED. LOCATION OF FORMER FEATURES (GRAYED OUT) ARE APPROXIMATE.
2. SITE SURVEY PERFORMED BY ALLSTATE MAPPING INC., NORTH HUNTINGDON, PA-DATED JULY 11, 2006-JOB NUMBER 06-07118. SURVEY HORIZONTAL DATUM IS LOCAL SITE GRID, VERTICAL DATUM IS TIED TO A USGS MONUMENT (EL. 1023.00) ON THE RAILROAD BRIDGE OVER OIL CREEK. INCLUDED IN THE SURVEY WERE SELECTED MONITORING WELLS, RECOVERY WELLS, SOIL VAPOR EXTRACTION WELLS, SOIL VAPOR POINT LOCATIONS, AND SELECTED EXISTING BUILDING CORNERS.
3. PROPERTY BOUNDARIES ARE APPROXIMATE AND NOT TIED TO THE SURVEY PLAN.



Legend

- ⊕ MONITORING WELL
- ⊕ DEEP UNCONSOLIDATED MONITORING WELL
- ⊕ RECOVERY WELL
- ⊕ RECOVERY SUMP
- ⊕ TOTAL FLUIDS RECOVERY WELL
- ⊕ RECOVERY WELLS INSTALLED BY URS (NOVEMBER 2008)
- ⊕ SOIL VAPOR EXTRACTION WELL
- ⊕ SOIL VAPOR POINT LOCATIONS
- ⊕ MONITORING WELL DESTROYED OR ABANDONED
- ⊕ RECOVERY WELL DESTROYED OR ABANDONED
- ⊕ VAULT
- CRUDE PRODUCTION WELL
- SURFACE WATER GAUGE
- PROPERTY LINE
- APPROX. LIMIT OF PONDED WATER (URS MAR. 2008 SURVEY)
- APPROX. LOCATION OF REMEDIATION SYSTEM PIPING
- LOCATION OF REMEDIATION SYSTEM PIPING INSTALLED BY URS 2007/2008
- SHEET PILE WALL
- CONCRETE RETAINING WALL
- RECOVERY TRENCH
- CHERRY RUN RETAINING WALL
- SECONDARY CONTAINMENT WALL



FORMER PQS REFINERY PLANT #1
ROUSEVILLE, PENNSYLVANIA
FACILITY ID #61-91604

Jeffrey Pennewell - Site Map
Parcels 25-03-01 and 07-16-12

PREPARED BY:

FIGURE

URS 12420 Milestone Center Drive
Germantown, MD 20876

2

Exhibit B

PARCEL NO. 1

ALL that certain piece or parcel of land situate in the Borough of Rouseville, Venango County, Pennsylvania, identified on a survey prepared by Norman P. Straub, Registered Surveyor, a copy of which is filed in Venango County Map Cabinet 7-180 (Map I.D. No. 3999), bounded and described on said survey as follows:

BEGINNING at a rebar located on the westerly side of State Route 8, said rebar further being located on the line dividing the Borough of Rouseville and the Township of Cornplanter; thence along the line dividing Rouseville Borough and Cornplanter Township South 89° 59' 55" West 278.66 feet to a rebar located on the easterly right-of-way line of the Norfolk Southern Corporation (Railroad) as shown on said survey; thence in a northerly direction, by a curve to the left having a radius of 4,613.75 feet, an arc length distance of 221.41 feet to a rebar; thence continuing along the easterly right-of-way line of the Norfolk Southern Corporation (Railroad) North 08° 27' 00" West 911.96 feet to a rebar located on the westerly right-of-way line of State Route 8; thence continuing along the same in a northerly direction, by a curve to the left having a radius of 5,115.63 feet, an arc length distance of 192.28 feet to a rebar located on the westerly right-of-way line of State Route 8; thence along said right-of-way line South 19° 58' 20" East 649.74 feet to a point; thence by the same South 23° 58' 20" East 401.72 feet to a rebar; thence by the same South 15° 58' 20" East 345.25 feet to the place of beginning.

BEING Lot 1 and **CONTAINING** 4.14 acres as shown on said survey.

FURTHER, BEING part of Venango County Assessment 25-003-001.

UNDER AND SUBJECT TO a 50-foot front yard building setback line, a 20-foot side yard building setback line and a 30-foot rear building setback line as shown on said survey.

PARCEL NO. 2

ALL that certain piece or parcel of land situate in the Borough of Rouseville, Venango County, Pennsylvania, identified on a survey prepared by Norman P. Straub, Registered Surveyor, a copy of which is filed in Venango County Map Cabinet 7-236 (Map I.D. No. 4090), bounded and described on said survey as follows:

BEGINNING at a point on the line separating the Borough of Rouseville and the Township of Cornplanter where the westerly line of the Norfolk Southern (Railroad, 2 Tracks) intersects said line separating the Borough of Rouseville and the Township of Cornplanter as aforesaid; thence along the line dividing the Borough of Rouseville and the Township of Cornplanter South 89° 59' 55" West 79.57 feet to an angle point on the easterly bank of Oil Creek; thence along the easterly bank of Oil Creek the following bearings and distances: North 24° 56' 50" West 81.23 feet to a point, North 43° 01' 10" West 103.68 feet to a point, North 60° 38' 35" West 95.32 feet to a point, North 46° 43' 40" West 47.96 feet to a point, North 28° 25' 01" West 119.06 feet to a point, North 17° 50' 55" West 59.43 feet to a point, North 11° 34' 45" West 109.59 feet to a point, North 58° 21' 00" West 16.64 feet to a point, North 19° 22' 00" West 33.70 feet to a point, North 06° 42' 35" East 31.68 feet to a point, North 22° 19' 15" West 5.33 feet to a point, North 45° 43' 40" West 18.71 feet to a point, North 13° 26' 45" West 52.16 feet to a point, North 31° 36' 35" West 28.36 feet to a point; thence along other land now or late of C.L. Co., L.P., North 73° 22' 07" East 369.83 feet to a 5/8-inch rebar located on the westerly right-of-way of the Norfolk Southern Corporation (Railroad, 2 Tracks) as shown on said survey; thence along the said westerly right-of-way line South 08° 26' 58" East 563.64 feet to a point; thence continuing along said westerly right-of-way in a southerly direction, by a curve to the right having a radius of 4,553.75 feet, an arc length distance of 212.55 feet to the place of beginning.

BEING Lot 1A and **CONTAINING** 4.52 acres as shown on said survey.

FURTHER, BEING part of Venango County Assessment No. 25-003-001.

UNDER AND SUBJECT TO a 30-foot building setback line along the Norfolk Southern Corporation (Railroad, 2 Tracks) right-of-way line and a 20-foot side line building setback line, and a 30-foot building setback line on Oil Creek as shown on said survey.

FURTHER SUBJECT TO the fact that the above described premises is to become part and parcel of an adjoining parcel identified as Lot 1 on a survey prepared by Norman P. Straub, Registered Surveyor, filed at Map Cabinet 7-180 (Map ID No. 3999) so that the above described premises known as Lot 1A and the adjoining premises known as Lot 1 will merge in accordance with Venango County Planning Commission regulations.

PARCEL NO. 3

ALL that certain piece or parcel of land situate in Cornplanter Township, Venango County, Pennsylvania, identified on a survey prepared by Norman P. Straub, Registered Surveyor, a copy of which is filed in Venango County Map Cabinet 7-180 (Map I.D. No. 3999), bounded and described on said survey as follows:

BEGINNING at a rebar located on the westerly side of State Route 8, said rebar further being located on the line dividing the Borough of Rouseville and the Township of Cornplanter; thence along the westerly right-of-way line of State Route 8 South $15^{\circ} 58' 20''$ East 23.53 feet to a rebar; thence in a southerly direction, by a curve to the right having a radius of 1,433.50 feet, an arc length distance of 187.98 feet to a rebar; thence along other lands now or late of C.L. Co., L.P. South $89^{\circ} 59' 55''$ West 308.95 feet to a rebar, which rebar is located on the easterly right-of-way line of the Norfolk Southern Corporation (Railroad) as shown on said survey; thence along said Norfolk Southern Corporation (Railroad) right-of-way line in a northerly direction, by a curve to the left having a radius of 4,613.75 feet, an arc distance of 206.85 feet to a rebar; thence along the line dividing Cornplanter Township and the Borough of Rouseville North $89^{\circ} 59' 55''$ East 278.66 feet to the place of beginning.

BEING Lot 2 and **CONTAINING** 1.40 acres as shown on said survey.

FURTHER, BEING part of Venango County Assessment No. 07-016-012.

UNDER AND SUBJECT TO a 40-foot front building setback line, a 20-foot side line building setback line, and a 30-foot rear building setback line.