

FELIX T. KITLINSKI and
DOROTHA C. KITLINSKI,
Plaintiffs

v.

THE MCNAUGHTON COMPANY,
Defendant

: IN THE COURT OF COMMON PLEAS
: DAUPHIN COUNTY, PENNSYLVANIA

:
:
: NO: 3923 S 1998
:
:

: CIVIL ACTION - LAW

FELIX T. KITLINSKI and
DOROTHA C. KITLINSKI,
Plaintiffs

v.

THE MCNAUGHTON COMPANY,
Defendant

: IN THE COURT OF COMMON PLEAS
: DAUPHIN COUNTY, PENNSYLVANIA

:
:
: NO: 5271 (1995)
:
:

: CIVIL ACTION - EQUITY

SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 27th day of July, 2001, by and between
DOROTHA C. KITLINSKI, 4720 Beaufort Hills Road, Harrisburg, Susquehanna
Township, Dauphin County, Pennsylvania, 17110 (hereinafter referred to as "Kitlinski") and
THE McNAUGHTON COMPANY, a Pennsylvania corporation, having its principal office
at 4400 Deerpath Road, Susquehanna Township, Dauphin County, Pennsylvania (hereinafter
referred to as "McNaughton").

FELIX T. KITLINSKI and
DOROTHA C. KITLINSKI,
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SETTLEMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2001, by and between **DOROTHA C. KITLINSKI**, 4720 Beaufort Hills Road, Harrisburg, Susquehanna Township, Dauphin County, Pennsylvania, 17110 (hereinafter referred to as "Kitlinski") and **THE McNAUGHTON COMPANY**, a Pennsylvania corporation, having its principal office at 4400 Deerpath Road, Susquehanna Township, Dauphin County, Pennsylvania (hereinafter referred to as "McNaughton").

WITNESSETH:

WHEREAS, Kitlinski is the owner of certain real estate located in Susquehanna Township, Dauphin County, Pennsylvania, more particularly described in the deed dated May 6, 1966 and recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, in Deed Book R, Volume 51, Page 602 (“Kitlinski Deed”); and

WHEREAS, McNaughton is the owner of certain real estate located in Susquehanna Township, Dauphin County, Pennsylvania, more particularly described in the deed dated October 28, 1977, and recorded in the Office of the Recorder of Deeds in and for Dauphin County, Pennsylvania, in Deed Book F, Volume 64, Page 440 (the “McNaughton Deed”); and

WHEREAS, the McNaughton property and the Kitlinski property share a common property corner, which point is marked by an iron pin and forms the northwest corner of McNaughton’s Deer Path Woods Development, Section II, which point is also the southwest corner of the Kitlinski property; and

WHEREAS, The McNaughton property and the Kitlinski property also share a common property boundary running northeast from the above-referenced property corner, which common boundary line has been identified as approximately 1600 feet in length and lying at north 60 degrees 2 minutes 9 seconds east in plans and drawings prepared by McNaughton, and also identified as being approximately 1579.90 feet in length and lying at north 66 degrees 42 minutes 34 seconds east in a boundary survey prepared by C. W. Junkins

Associates, Inc. dated August 28, 1995, which common boundary line is marked with an iron pin at each end and which common boundary line the parties agree upon, notwithstanding the differing courses and distances set forth above;¹ and

WHEREAS, the Kitlinski Deed granted Kitlinski a forty (40) foot wide easement along the eastern boundary, more or less, over the land conveyed in the McNaughton Deed (the “Eastern Easement”); and

WHEREAS, the Kitlinski Deed granted Kitlinski an easement of unspecified width along the western boundary, more or less, of the land conveyed in the McNaughton Deed (the “Western Easement”); and

WHEREAS, the Eastern Easement and the Western Easement have been the subject of litigation between Kitlinski and McNaughton in the Dauphin County Court of Common Pleas in 1995, docketed to Civil Action - Equity No. 5271, and in 1998 docketed to Civil Action - Law No. 3923-S-1998; and

WHEREAS, Kitlinski and McNaughton participated in a mediation session on October 1, 1999, and a settlement conference on October 19, 2000 in an effort to reach a settlement of all litigation that exists between them, and in furtherance thereof desire to adjust the boundary line between their respective properties via an exchange of property, and to fix the location of new rights of way across the McNaughton property to the Kitlinski

¹For convenience, all references to the common boundary line in this agreement will utilize the north 60 degrees 2 minutes 9 seconds east bearing.

property, and to extinguish previously created rights of way across the McNaughton property to the Kitlinski property;

NOW, THEREFORE, the parties hereto, in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows²:

1. Extinguishment of Historic Eastern and Western Easements. Kitlinski hereby declares, affirms and states that the Eastern and Western Easements, as more fully described above, and in the Kitlinski Deed, are abandoned, extinguished and terminated and Kitlinski hereby releases and forever Quit Claims to McNaughton, its heirs, successors and assigns, all of the respective right, title and interest in the previously deeded Eastern and Western Easements. This extinguishment is irrevocable and shall be binding upon the successors and assigns of Kitlinski. In order to place the extinguishment of the Eastern and Western Easements of record, at Settlement Kitlinski will execute and deliver a Quit Claim Deed to McNaughton with the understanding that the same shall be recorded.

2. Creation of New Western Access Easement via Chatham Way. McNaughton hereby creates, grants, transfers, conveys and declares to Kitlinski, for the benefit of both,

²Note: Except as otherwise noted, all references to lot numbers, boundary lines, street rights-of-way and other physical features are taken from and refer to the features as shown on a drawing originally prepared June 5, 2000, entitled: "Sketch-Horizontal Geometry for Deer Path Woods Section II," as modified by hand written notations made at the October 19, 2000 meeting by Thomas W. Scott and Charles B. Zwally, attorneys for Kitlinski and McNaughton, (which is incorporated herein by reference hereinafter referred to as the "Scott/Zwally Modification", a copy of which is attached as Exhibit "A").

a non-exclusive, perpetual fifty (50) foot wide access easement in, over, upon, through, and under the lands of McNaughton (the "Chatham Way Access Easement") as follows:

BEGINNING at the point where the western right of way line of Chatham Way intersects with the existing Kitlinski/McNaughton common boundary line as shown on the Scott/Zwally Modification, which point is 132.27 feet north 60 degrees, 2 minutes, 9 seconds east of the northwest corner of Deer Path Woods, Section II; thence along said common boundary line 57.71 feet north 60 degrees, 2 minutes, 9 seconds east across the proposed right of way of Chatham Way to the point where the eastern right of way of Chatham Way intersects with the common boundary line; thence in a southerly direction along the eastern right of way line of Chatham Way to the point where Chatham Way has been dedicated to and accepted by Susquehanna Township as part of the public street network of the township, which point is presently located at approximately Station 7+27.34 on the Scott/Zwally Modification; thence in a westerly direction across the public right of way of Chatham Way to the western right of way line of Chatham Way; thence in a northerly direction along the western line of the Chatham Way right of way where it fronts the eastern lines of Lot No. 26, 64 and 65, to the place of BEGINNING.

At Settlement, McNaughton shall execute and deliver a deed of easement, in proper form for recording, describing the Chatham Way Access Easement. Any party hereto may, at any time, dedicate the Chatham Way Access Easement to Susquehanna Township as a public street.

3. Creation of New Eastern Access Easement via Mountain Ridge Drive.

McNaughton hereby creates, grants, transfers, conveys and declares to Kitlinski, for the benefit of both, a non-exclusive, perpetual fifty (50) foot wide access easement in, over, upon, through, and under the lands of McNaughton (the new "Mountain Ridge Drive Access Easement") as follows:

BEGINNING at the point where the western right of way line of Mountain Ridge Drive crosses the common boundary line between the Kitlinski and

McNaughton properties as shown on the Scott/Zwally Modification; thence in a southwesterly direction along the western right of way line of Mountain Ridge Drive to the point where Mountain Ridge Drive has been constructed, except for wearing course, which point is presently located at approximately the northern boundary line of Lot 44 on the Scott/Zwally modification; thence in a southeasterly direction across the 50 foot right of way of Mountain Ridge Drive; thence in a northeasterly direction along the eastern edge of the Mountain Ridge Drive right of way to the common boundary of the Kitlinskis and McNaughton properties, which point is at approximately the southwest corner of Lot No. 55 as shown on the Scott/Zwally Modification; thence in a westerly direction across the right of way of Mountain Ridge Drive to the place of BEGINNING.

McNaughton shall complete construction and dedicate Mountain Ridge Drive from the limit of the current dedicated roadway located at approximately Lots 17 and 18 to the beginning of the Mountain Ridge Drive Access Easement described above, in accordance with the security posted with Susquehanna Township for Phase IV, Section 2C of Deer Path Woods. At Settlement, McNaughton shall execute and deliver a deed of easement, in proper form for recording, describing the Mountain Ridge Drive Access Easement. Any party hereto may, at any time, dedicate the Mountain Ridge Drive Access Easement to Susquehanna Township as a public street.

4. Uninterrupted Use. No barriers, fences, curbs or other obstructions to the free and unhampered use of the new Chatham Way and Mountain Ridge Drive Access Easements shall hereafter be permitted, nor shall any automobiles, trucks, motor vehicles or other personal property nor any building or other structure be parked, stored, constructed or permitted so as to interfere with the rights granted herein. Temporary interference with the access easements occurring during actual roadway construction shall not be a violation of

this provision; however, such construction related obstructions shall be kept to a minimum, and in no event shall construction prevent Kitlinski from having a useable ingress and egress to and from their property at all times.



5. Benefit. The access easements shall be perpetual, shall be covenants running with the land, shall be binding upon the parties hereto and their respective representatives, successors and assigns and shall inure to the benefit of Kitlinski and McNaughton, their agents, visitors, business invitees, representatives, successors and assigns.

6. Conveyance of Property by McNaughton to Kitlinski. At Settlement, McNaughton shall execute and deliver a special warranty deed conveying two tracts of property to Kitlinski as hereinafter described. The descriptions set forth in this Agreement are taken from the Scott/Zwally Modification. References to Lot Nos. 53 and 58 are for identification purposes only: following the conveyance no such lots will exist.

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Tract 1 – Southeast Corner of Lot 53. BEGINNING at the point where the common boundary line of Lot No. 52 and Lot No. 53 intersects with the western right of way line of Mountain Ridge Drive as shown on the Scott/Zwally Modification; thence along the western boundary of Mountain Ridge Drive right of way in a northeasterly direction to the point where the Mountain Ridge Drive right of way crosses the existing Kitlinski/McNaughton common boundary line; thence along said common boundary line south 60 degrees, 2 minutes, 9 seconds west to the point where said line intersects the northeastern boundary line of Lot No. 52; thence southeasterly along the common boundary of Lot No. 53 and Lot No. 52 to the place of BEGINNING, being a triangular parcel of ground containing approximately 1541 square feet, which triangular portion of ground is presently shown as the southeast corner of Lot No. 53 on the Scott/Zwally Modification.

Tract 2 – Southeast Corner of Lot 58. BEGINNING at the point represented by the northwest property corner of the McNaughton lands and southwest property corner of the Kitlinski lands; thence along the existing

Kitlinski/McNaughton common boundary line a distance of approximately 132.27 feet to the intersection of said existing common boundary line with the western boundary of the Chatham Way right of way; thence in a southerly direction along the western boundary line of the Chatham right of way a distance of approximately 31.92 feet to a point, being the new northeast corner of Lot No. 65 as depicted on the plan attached hereto and made a part hereof marked Exhibit A; thence in a southwesterly direction a distance of approximately 117.82 feet to the place of BEGINNING, being a triangular parcel of ground containing approximately 1748 square feet, which triangular piece of ground is shown on Exhibit A attached hereto and made a part hereof.

7. Conveyance of property by Kitlinski to McNaughton. At settlement, Kitlinski shall execute and deliver a special warranty deed conveying two tracts of property to McNaughton as hereinafter described. The descriptions set forth in this Agreement are taken from the Scott/Zwally Modification.

Tract 1 – Northern Corner of Lot 52. BEGINNING at the point where the existing Kitlinski/McNaughton common boundary line crosses the boundary line between Lot No. 52 and Lot No. 53 as shown on the Scott/Zwally Modification; thence in a northwesterly direction along the common boundary line of Lot No. 52 and Lot No. 53 to the northernmost corner of Lot No. 52; thence in a southwesterly direction along the boundary line of Lot No. 52 to the point where the northwestern boundary of Lot No. 52 intersects with the common Kitlinski/McNaughton property line; thence north 60 degrees 2 minutes 9 seconds east along the existing common property line to the place of BEGINNING, being a triangular parcel of ground containing approximately 3143 square feet, which triangular portion of ground is presently shown as the northernmost corner of Lot No. 52 on the Scott/Zwally Modification.

Tract 2 – Northwest corner of Lot No. 55. BEGINNING at the point where the existing Kitlinski/McNaughton common boundary line intersects with the proposed eastern right-of-way line of the Mountain Ridge Drive right of way, the westernmost corner of Lot No. 55 as shown on the Scott/Zwally Modification; thence northeasterly to the point which is shown as the northernmost corner of Lot No. 55; thence in a southeasterly direction to the point where the eastern boundary of Lot No. 55 intersects with the existing Kitlinski/McNaughton common boundary line; thence along said common boundary line south 60 degrees, 2 minutes, 9 seconds west to the point of

BEGINNING; being a triangular parcel of ground containing approximately 6205 square feet, which triangular portion of ground is presently shown as the northern portion of Lot No. 55 on the Scott/Zwally Modification. A true and correct copy which shows the property lines for Lot No. 55 as described in the Agreement is incorporated hereby and attached hereto as Exhibit "B".

8. Road construction and the McNaughton Access Easement. Kitlinski hereby creates, grants, transfers, conveys and declares to McNaughton, for the benefit of both, a non-exclusive, perpetual fifty (50) foot wide access easement in, over, upon, through, and under the lands of Kitlinski (the "McNaughton Access Easement") as follows:

BEGINNING at the point where the Mountain Ridge Drive right of way, as described in Paragraph 3 hereof, terminates at the existing Kitlinski/McNaughton common boundary, located at approximately the westernmost corner of Lot No. 55 as shown on the plan attached hereto and made a part hereof marked Exhibit B; thence in a northeasterly direction along the eastern right-of-way line of Mountain Ridge Drive 90 feet to the line marked "End of Paving" on Exhibit B attached hereto and made a part hereof; thence across the 50 foot right-of-way on the line marked end of paving of Mountain Ridge Drive to the western right-of-way line of Mountain Ridge Drive as shown on Exhibit B; thence in a southwesterly direction along the western right-of-way line of Mountain Ridge Drive to the point where said line intersects with the existing Kitlinski/McNaughton common boundary line; thence in a northeasterly direction along said common boundary line to the place of BEGINNING.

At Settlement, Kitlinski shall execute and deliver a Deed of Easement, in proper form for recording, describing the McNaughton Access Easement. Any party hereto may, at any time, dedicate the McNaughton Access Easement to Susquehanna Township as a public street.

In the event McNaughton proceeds to construct the Mountain Ridge Drive Access Easement and the McNaughton Access Easement as created hereby first, as provided in Paragraph 12 hereof, McNaughton may dedicate to Susquehanna Township the McNaughton

Access Easement as described herein, and if required by Susquehanna Township, may construct a temporary turnaround (40 feet radius) on the ~~property~~ ^{property} Kitlinski as shown on Exhibit B attached hereto and made a part hereof. At such time as Kitlinski extends Mountain Ridge Drive and dedicates the same to the Township, the temporary turnaround shall be abandoned by McNaughton. The cost of construction of the temporary turnaround shall be at the sole expense of McNaughton. The temporary turnaround shall not be used for storage or parking or any other purpose except as required by the Township. Nothing contained in this paragraph shall interfere with Kitlinski's use of the McNaughton Access Easement or the Mountain Ridge Drive Access Easement as necessary to access the Kitlinski ~~property~~. McNaughton shall have the option to construct and dedicate the Mountain Ridge Drive Access Easement and the McNaughton Access Easement to the extent required by Susquehanna Township. Nothing contained herein shall prevent Kitlinski from improving the right of way up to and including improvement as a public street prior to McNaughton proceeding as provided in paragraph 12, provided such improvement shall provide adequate access to Lot No. 55. If McNaughton constructs Mountain Ridge Drive or the driveway for Lot No. 55 prior to Kitlinski's use of the new Mountain Ridge Drive Access Easement, such construction shall not interfere with Kitlinski's ability to use the new Mountain Ridge Drive Access Easement to access the property with a 50 foot wide right of way with acceptable vertical alignment as referenced in paragraph 12 hereof.

9. Limitation of Use of Transferred Land. The area comprising Lots 52, 53 and 55 shown on the Scott/Zwally Modification shall be used for residential purposes in

conformance with Susquehanna Township's Zoning Ordinance; no non-residential structure, such as a cellular tower, water tower or the like may be constructed there.

10. Agreement concerning construction costs in the area of the Chatham Way easement. McNaughton shall be responsible for the cost of all roadway construction and utilities (sewer, water, electric, telephone and cable) and other improvements to Chatham Way up to the northern boundary line of Lot No. 65. Kitlinski shall be responsible for the cost of construction of all roadway improvements and utilities, as applicable, north of the northern boundary line of Lot No. 65. McNaughton shall coordinate construction in this area with Kitlinski to ensure a smooth transition from the existing easement to the new easement, recognizing that the existing access and utilities serving the Kitlinski property will have to be relocated to the new easement without interruption of use by Kitlinski. Kitlinski may, at its cost, hook into the sewer system at any time including during the period before the road and utility extensions have been made.

11. Agreement concerning road and utility construction costs in the area of the Mountain Ridge Drive easement. McNaughton shall be responsible for the cost of all roadway construction and utilities and other improvement to Mountain Ridge Drive up to the point where the road reaches the northern boundary lines of Lot No. 52 and Lot No. 60. McNaughton shall also be responsible for the construction cost of the intersecting street to the southeast, at the corner of Lot No. 54 and Lot No. 55. McNaughton and Kitlinski shall share equally in the cost of the road and utility construction of that portion of Mountain Ridge Drive which fronts on the southeast line of Lot No. 53 and the northwest line of Lot

No. 54 and Lot No. 55 and which is necessary to form a proper corner at the point where Mountain Ridge Drive or the intersecting street makes a 90 degree turn to the southeast. The area of shared roadway construction expense is 50 feet wide and extends to the point marked "End of Paving" on Exhibit "B" attached hereto. Construction of the Mountain Ridge Drive Easement shall be performed in a manner that maintains a uniform 9.7% grade which begins at Station 8+75 on Mountain Ridge Drive for the surface of the completed roadway to the point where it terminates at the end of paving as shown on Exhibit B at Station 13+77, at elevation 587.00 feet, which is within two feet of the existing surface at that point.

12. Construction of Access Easements and Related Roads and Utilities in the Area of the Chatham Way Easement. As nearly as practical it is the intention of the parties to have the roadway surface located within the easement fall within two feet (2') of existing grade at the point where the easement crosses the common property line, at a grade not to exceed twelve percent (12%) over a distance not exceeding 200 feet, which represents a grade permitted by waiver of Susquehanna Township from its ordinance requirements.

13. Construction of Access Easements Allocation For Notice and Allocation of Costs. The costs of constructing the access easements and related utilities, including final design and engineering related thereto, shall be paid by the parties as provided in paragraphs 10 and 11 above. When either party desires to proceed with final subdivision plans or road construction related to either the Chatham Way Access Easement or the Mountain Ridge Access Easement, it shall provide written notice thereof to the other party, together with copies of all plans and specifications then available with respect to the proposed work within

60 days prior to commencement of the work. The other party shall provide timely notice of any additional work to be included within the project. The constructing party shall bid all road and related utility construction work and shall calculate the allocation of costs as provided herein. Notice of the final approved bids and other costs including final design and engineering related thereto, together with an allocation of the non-constructing party's share of such costs, shall be provided to the non-constructing party whereupon the non-constructing party within thirty (30) days from the date of such notice shall provide cash escrow or other security to cover such party's share of the cost thereof. The non-constructing party may audit the bids and all invoices to verify the cost applicable to the construction work.

14. Payment to McNaughton. Upon execution of this Agreement, Kitlinski shall deposit the sum of Thirty-Five Thousand Dollars (\$35,000) in their attorney's interest bearing escrow account which amount together with accrued interest shall be paid to McNaughton at Settlement.

15. Submissions to Court. The parties hereto shall cause their attorneys, within ten (10) days from the date hereof, to file an appropriate petition with the Court seeking an order approving this Settlement Agreement, vacating the order relating to the construction moratorium and continuing the scheduled hearing indefinitely.

16. Preparation of Plats and Plans. McNaughton shall retain a legally authorized registered engineer or registered surveyor to prepare a Preliminary/Final Subdivision Plan based upon the Scott/Zwally Modification and this Agreement, which plan shall show the

access easements, and the parcels to be exchanged with sufficient metes and bounds and courses and distances to permit the preparation of deeds of conveyance and deeds of easement as contemplated herein. Kitlinski will have the opportunity to review, comment and request changes to the Preliminary/Final Subdivision Plan by McNaughton before it is submitted to the Township for approval. The Preliminary/Final Subdivision Plan shall be filed with Susquehanna Township within forty-five (45) days following the date of execution of this Agreement and shall be expeditiously processed by the parties. The cost of preparation of the Preliminary/Final Subdivision Plan and the processing of the same before Susquehanna Township shall be divided equally between the parties. Each party shall bear the respective costs of their own attorneys to the extent applicable with respect to the processing of the Preliminary/Final Subdivision Plan.

17. Recording and Settlement. Upon obtaining approval of the Preliminary/Final Subdivision Plan referenced herein, the same shall be recorded and the parties shall proceed to Settlement within fifteen (15) days following the recording of such plan (the "Settlement"). Settlement shall be at a time and location upon which the parties shall agree.

18. Installation of Boundary Monuments. Within 30 days after settlement, Kitlinski shall install boundary markers sufficient to identify the points referenced in the changed common boundary line between Kitlinski and McNaughton resulting from this Agreement and the cost thereof shall be shared equally by the parties hereto.

19. Utility Connections. Kitlinski shall have the right to extend and connect to any utilities installed in Chatham Way and Mountain Ridge Drive at their cost.

20. Use and Abandonment of Existing Easement. Kitlinski shall have the right to continue to use the existing 20-foot right of way until completion of the construction of a paved, all weather, satisfactory and useable roadway in the Chatham Way Access Easement to the northern property line of Lot No. 65, including relocation of all utilities serving the Kitlinski property, at which time Kitlinski shall abandon use of the existing 20 foot wide right of way.

21. Termination of Litigation. All litigation including the equity action at No. 5271 (1995) and the civil action at No. 3923 S 1998 shall be terminated and withdrawn with prejudice by Kitlinski at Settlement.

22. Non-opposition. The parties agree that they shall take no action to impede or interfere with the approval of the other's development plans and shall support the same before the township or any other regulatory agency.

23. Entire Agreement. This Settlement Agreement sets forth the complete agreement between the parties and incorporates all terms and conditions agreed to between the parties. It supersedes and replaces all other agreements, whether written or oral that may have existed between the parties prior to this date and represents the entire agreement of the parties on all matters.

24. Time of the Essence. Time shall be of the essence with respect to the obligations and undertakings of the parties under this Agreement.

Witness:

Helen K. Koppenhaver

Agreed to:

Dorothea C. Kitlinski
Dorothea C. Kitlinski

Dated: 7-2-01, 2001

Attest:

[Signature]

Agreed to:
The McNaughton Company

By *Francis C. McNaughton*
Francis C. McNaughton

Dated: 7-27-, 2001

TEMP TURNAROUND
GRADED & STABILIZED
W/ 6" - 2A MODIFIED

STREET = 60'

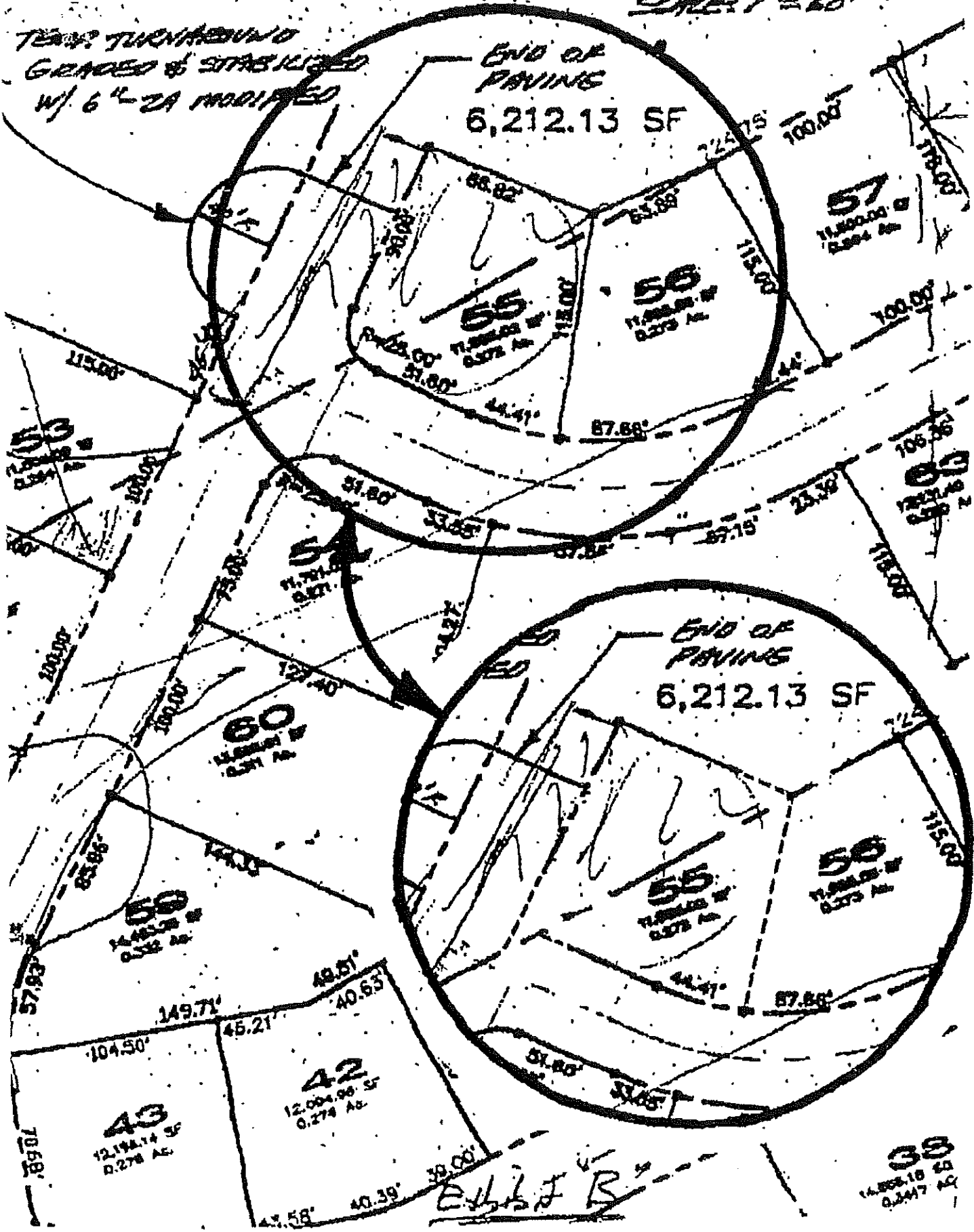
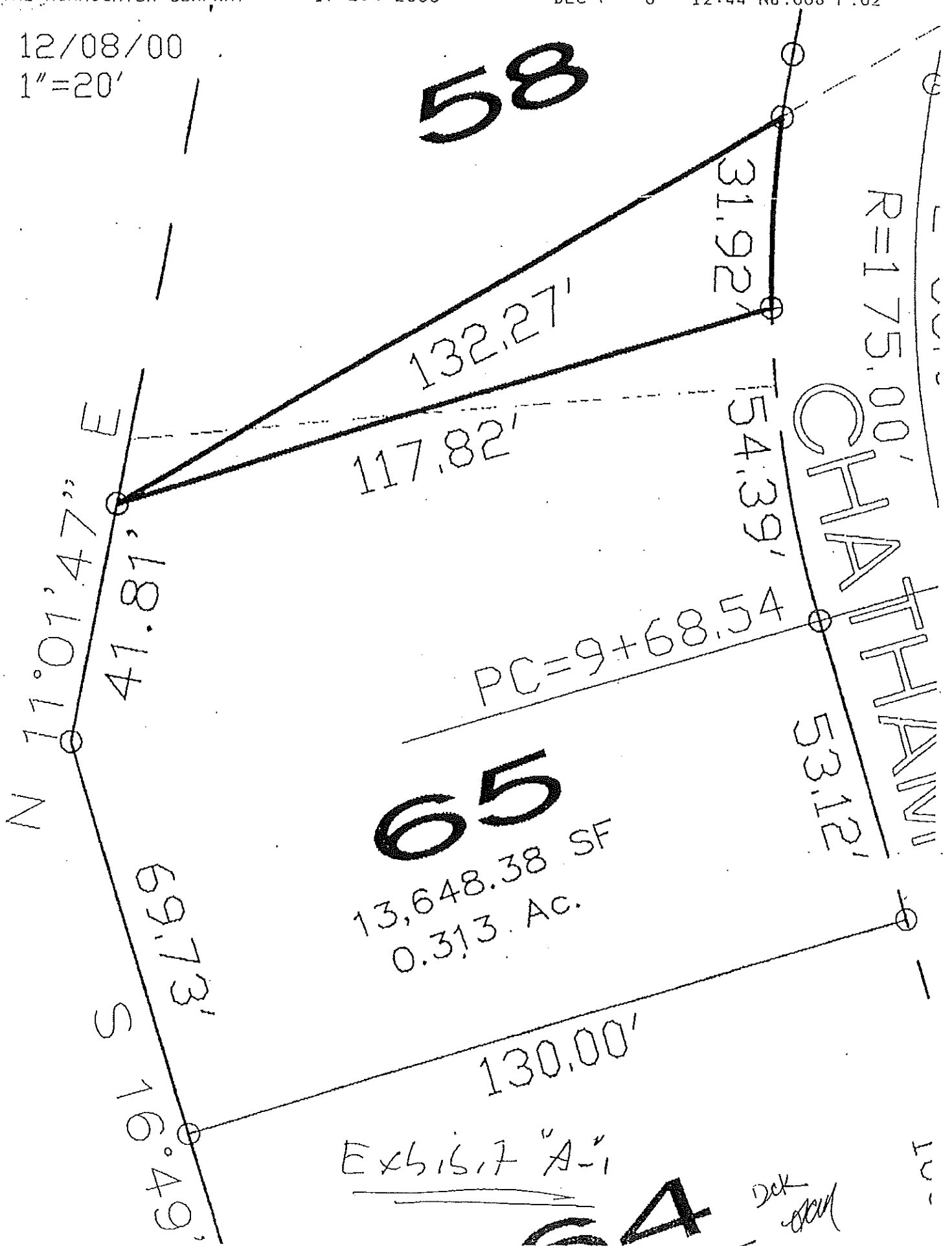


EXHIBIT "B"

12/08/00
1"=20'

58



65

13,648.38 SF
0.313 Ac.

Exhibit "A"

64

Deck
[Signature]

LL 400 000

DATE 12-60

TEMPERATURE
GRADED & STABILIZED
w/ 6" 2A MODIFIED

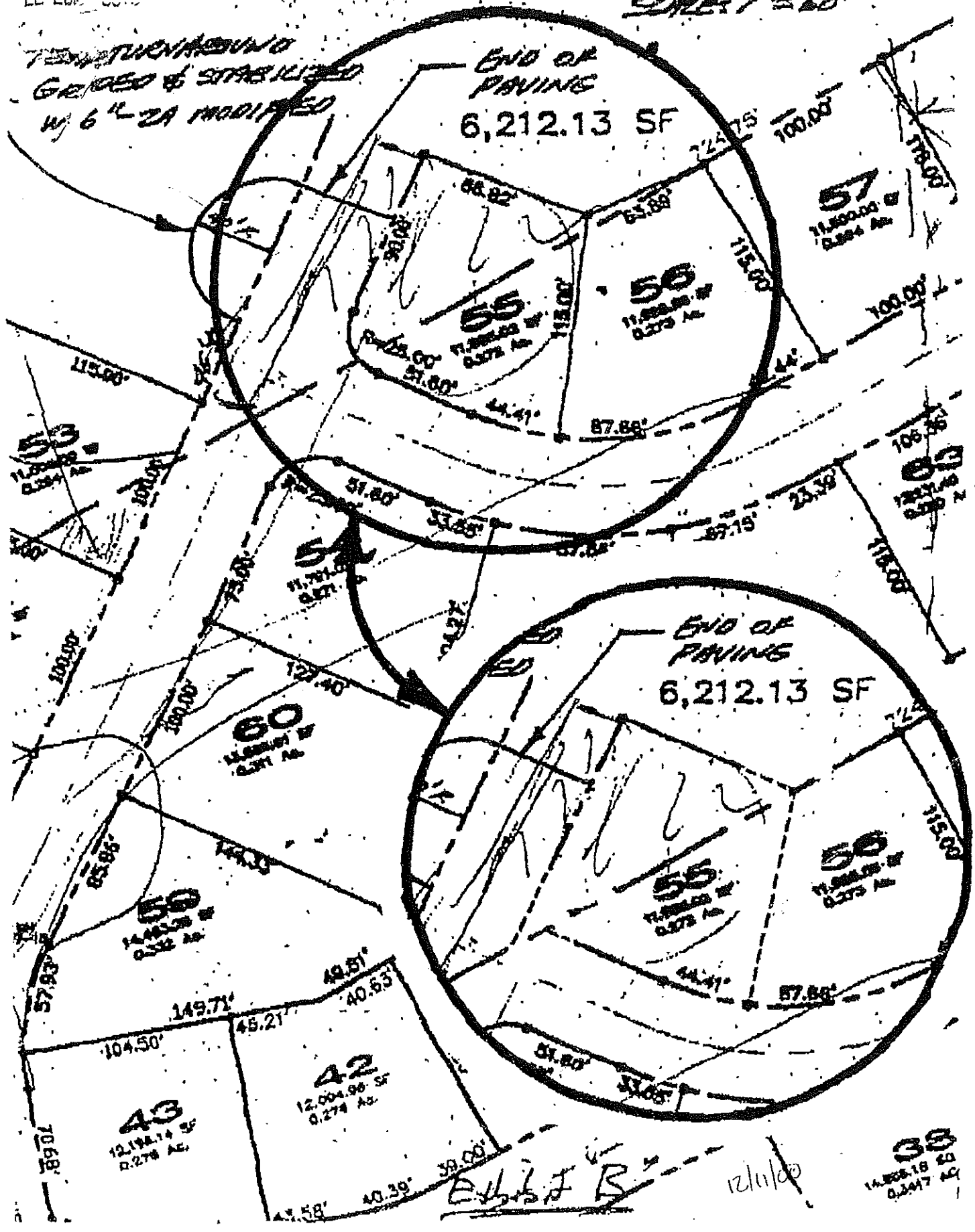


EXHIBIT "B"