BRADFORD COUNTY RECORDER OF DEEDS REGISTER OF WILLS CLERK OF ORPHANS' COURT

SHEILA M. JOHNSON - RECORDER 301 MAIN STREET TOWANDA, PA 18848

CINDY DONOVAN - OFFICE MANAGER



* Total Pages - 5

Instrument Number - 202300525 Recorded On 1/17/2023 At 2:59:39 PM

- * Instrument Type DEED Invoice Number - 513923
- * Grantor FITCH, JAMES F
- * Grantee ROSE VALLEY PROPERTIES
- * Customer ELION GRIECO & SHIPMAN
- * FEES

	
STATE TRANSFER TAX	\$3,000.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	E \$40.25
PIN CERTIFICATIONS	\$5.00
RECORDING FEES -	\$14.00
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
CANTON AREA SCHOOL	\$1,500.00
REALTY TAX	
CANTON BORO	\$1,500.00
TOTAL PAID	\$6,077.75

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO: ELION GRIECO & SHIPMAN 125 EAST THIRD STREET WILLIAMSPORT, PA 17701

I hereby CERTIFY that this document is recorded in the Recorder's Office of Bradford County, Pennsylvania.



Shile M. Johnson

RECORDER OF DEEDS Register of Wills Clerk of Orphans Court

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



CERTIFICATION OF PARCEL NUMBERS ONLY DOES NOT CERTIFY CONTENTS OF THE SECONDENT BRADFORD COUNTY ASSESSMENT OFFICE

This Indenture, made the 10th day of January, 2023,

Between

JAMES F. FITCH AND CAROL M. FITCH, HUSBAND AND WIFE, OF 449 ALBA MOUNTAIN ROAD, TROY, PENNSYLVANIA 16947------GRANTOR

AND

ROSE VALLEY PROPERTIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY WITH AN ADDRESS OF 3836 ROSE VALLEY ROAD, TROUT RUN, PENNSYLVANIA 17771------GRANTEE

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantors for and in consideration of the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) lawful money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee

ALL that certain piece or parcel of land situate in the Borough of Canton, County of Bradford and Commonwealth of Pennsylvania, bounded and described as follows:

PARCEL NO. 1:

BEGINNING at an iron pin, the northeast corner of now or formerly Bacon & Ronan lot on the south side of Main Street; thence easterly along said Main Street to an iron pin driven down directly opposite of the center of the partition running north and south through the brick building; thence southerly by a line running through the center of said partition and continuing thence in a straight line to the north line of lands of now or formerly J. E. Shafnacker (the entire distance from the iron pin to the Shafnacker line being about one hundred and forty-three feet); thence along the north line of said now or formerly Shafnacker lot to the southeast corner of now or formerly Bacon & Ronan lot; thence north seventeen and one-half degrees west along the east line of said now or formerly Bacon & Ronan lot about one hundred and forty-three feet to the place of beginning.

ALSO, GRANTING and conveying unto the said party of the second part, its successors and assigns, the joint use of the stairway leading into the second story of the brick building on the lot which the said parties of the first part have, and also granting and conveying all other right and privileges unto the said party of the second part, its successors and assigns, which the said parties of the first part have as named in deed from Louis Moran and wife to James H. Brann, Jr. dated the 5th day of October, 1891, and recorded in Bradford County Deed Book Vol. 189, Page 191.

ALSO GRANTING and conveying unto said party of the second part, its successors and assigns, such free and uninterrupted right of way as the said parties of the first part may have across the rear of the lot belonging to Bacon & Ronan, which was reserved by E.W. Colwell in deed of said lot to William Owen & Son. The said party of the second part to make no other use of the same than as a means of ingress, egress and regress to the rear of the lot herein conveyed. And the lot herein conveyed being also sold subject to the right of way which James Kenney may legally have across the rear of same. And also subject to the right of way across the rear end of the lot herein conveyed which the said parties of the first part already have as mentioned in the deed made to James H. Brann, Jr. by said Louis Moran and wife in Deed Book 189, Page 191.

UNDER AND SUBJECT to certain rights and easements concerning the use of stairways and other uses of the premises as set forth in the conveyance from Thomas M. Brann, widower, and Genevieve K. Brann, single, to Clarence E. Dewey and Helen M. Dewey, his wife, by deed dated August 20, 1943 and recorded in Bradford County Deed Book 417 at Page 298.

PARCEL NO. 2:

BEGINNING at a pin at the rear of lot owned now or formerly by Genevieve K. Brann located on alleyway in rear of properties on Main Street; thence North 76° East 47.5 feet to a pin; thence South 14° East 31.2 feet to a pin; thence South 79° West 44.8 feet to a pin; thence North 21° West 27 feet to a pin, containing more or less.

EXCEPTING AND RESERVING from Parcel No. 2 above the following described parcel conveyed by Paul A. Ulrich and Georgie Ulrich, his wife, to The First National Bank of Canton, Pennsylvania, by deed dated November 9, 1981 and recorded November 17, 1981 in Bradford County Deed Book 678 at Page 1014:

BEGINNING at a point at the rear of a lot owned by Paul A. Ulrich and Georgie Ulrich, his wife, located on an alleyway in the rear of the property owned by the Ulrichs which is on Main Street; thence North 76° East approximately 15.3 feet to a pin for a corner; thence South 14° East approximately 31.2 feet to a pin for a corner; thence South 79° West approximately 15.6 feet to a point for a corner; thence North 14° West approximately 29.0 feet to a point, which is the point and place of beginning.

PARCEL NO. 3:

BEGINNING at the northeast corner of the lot conveyed James H. Brann, Jr. on the south side of Main Street; thence easterly along said Main Street to now or formerly James Kenney's north west corner; thence south 17 1/2° east along now or formerly Kenney's west line about one hundred and forty-three feet to a stake in the north line of lands of now or formerly J. E. Shafnacker; thence south 74° west along said Shafnacker's north line to the southeast corner of the lot conveyed to said James H. Brann, Jr.; thence northerly along the east line of said lot conveyed to said James H. Braun, Jr. about one hundred and forty three feet to an iron pin the place of beginning, containing more or less.

ALSO, GRANTING and conveying unto the said party of the second part, its successors and assigns, the joint use of the stairway leading into the second story of

the brick building on the lot which the said predecessors in title to the party of the first part have, which is on the west side of the party wall dividing the lot hereinabove described and the store property now or formerly occupied by the Atlantic & Pacific Company store. Also, the joint use of the stairway leading from the rear of the building to the alleyway as long as such stairway is used or may be used by both parties to get to the apartments on the second floor of both store buildings owned by both parties.

That if and providing the grantee, its successors and assigns, erects a building on the rear of the lot that is from the present building toward the rear, then the party wall now in existence shall be extended by the parties along the party line. One-half of the foundation wall and party wall is to be erected on the property owned by each and the expenses thereof to be born equally. The demolition of any present sheds or removing dry walls is to be born by the party upon whose property the same is with the exception of the center dry wall and the expenses of this are to be born equally.

The Grantee has the right to extend the fire chimney which is on the party wall to the basement in order that a furnace may be attached thereto and used.

Also granting and conveying unto the said party of the second part such free and uninterrupted use of the right-of-way across the rear of the lots formerly belonging to Bacon & Ronan which was reserved by E. W. Colwell in deed of said lot to Wm. Owen & Son. The party of the second part agrees to make no other use of the same than as a means of ingress, egress, and regress to the rear of the said lot herein conveyed. And the lot being subject to the right-of-way which contiguous property owners have over and across the rear of the same.

So long as the party of the second part uses the stairway hereinabove mentioned, the expenses of upkeep are to be borne by the parties in proportion to the size of apartments that each party has. If second party erects an outside stairway, then the joint use and upkeep is to cease.

UNDER AND SUBJECT to the ultimate width of right-of-way of any public highways, roads, or streets, all public utility rights-of-way, whether or not of record, as well as to any and all easements or rights-of-way visible upon the said premises hereby conveyed or affecting the same as a matter of record.

ALL OF THE ABOVE, BEING the same land conveyed by William J. Smith and Wendy Allen-Smith, his wife, to James F. Fitch and Carol M. Fitch, his wife, by deed dated January 2, 2008 and recorded January 4, 2008 in the Office of the Recorder of Deeds in and for Bradford County as Instrument Number 200800163.

FOR IDENTIFICATION PURPOSES ONLY, being known as Tax Parcel No. 14-105.03-159 and 14-105.03-160 in the Office of the Bradford County Tax Assessor.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantee, it's successors and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered IN THE PRESENCE OF US:	
Witness to b. th	James F. Fitch
Witness	Carol M. Fitch
Commonwealth of Pennsylvania county of Bradford ss	
James F. Fitch and Carol M. Fitch, known to m	e, the undersigned Notary Public, personally appeared e (or satisfactorily proven) to be the persons whose acknowledged that they executed the same for the
IN WITNESS WHEREOF, I hereunto set m	y hand and official seal.
	Notary Public My commission expires
The precise residence and the complete post office address of the above-named Grantee is:	
3836 Rose Valley Road, Trout Run, PA 17771 On behalf of the Grantee	Commonwealth of Pennsylvania - Notary Seal JESSICA F. CORINDIA, Notary Public Bradford County My Commission Expires July 14, 2026 Commission Number 1422623
ANTHON J. GRIKO, ESS.	