

00-650-CD  
COOPER TOWNSHIP MUNICIPAL AUTHORITY -vs- ANDREA BORGER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

114 COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

No. 00-650-02

**DECLARATION OF TAKING**

The Cooper Township Municipal Authority, pursuant to the Eminent Domain Code 26 P.S. 1-101 et seq. ("Code"), hereby declares:

1. The Condemnor is the Cooper Township Municipal Authority, whose address is P.O. Box 446, Winburne, Clearfield County, Pennsylvania.
2. The condemnation is authorized by 26 P.S. 1-101 et seq.
3. Pursuant to Resolution approved April 11, 2000, the Cooper Township Municipal Authority hereby appropriates and condemns real estate designated in the Resolution, a copy of which is attached as Exhibit "A". The Condemnee is Andrea Borger.
4. The purpose of the condemnation is to secure land for a waste water treatment system as described more fully in the Act 537 Plan approved March 31, 1997, prepared by Hess and Fisher and intended to be recorded.

The property condemned is a portion of that tract of land situate in Cooper Township, Clearfield County, Pennsylvania, described in Clearfield County

**FILED**

JUN 01 2000

William A. Shaw  
Prothonotary

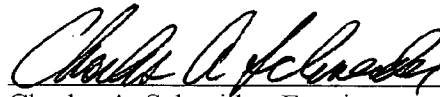
1cc  
Atty  
80.00

Record Book No. 1683, Page No. 475, more particularly shown in the description attached as Exhibit "B".

6. The nature of title acquired is a permanent easement.
7. The plan showing the condemned property may be inspected at the Office of the Condemnor.
8. Pursuant to 26 P.S. 1-403, the Condemnor files its bond herewith, conditioned for the payment to the Condemnees of damages for taking when the same shall have been ascertained.
9. A conformed copy of this declaration of taking, together with the information and notice will be served upon the condemnees in this proceeding. Proof of such service will be filed.

**WHEREFORE**, the Cooper Township Municipal Authority declares the within premises condemned and appropriated for the public purpose mentioned.

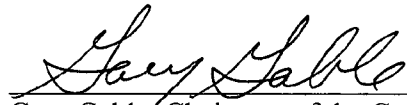
Date: 5/17/00



Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255

**VERIFICATION**

I hereby verify that the facts set forth in this pleading are true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 P.S. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Gary Gable", written over a horizontal line.

Gary Gable, Chairman of the Cooper  
Township Municipal Authority

## RESOLUTION

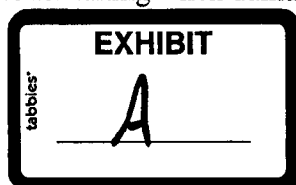
### **A RESOLUTION OF THE COOPER TOWNSHIP MUNICIPAL AUTHORITY FOR THE CONDEMNATION OF THE FOLLOWING PROPERTIES IN COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA FOR THE WASTEWATER TREATMENT SYSTEM.**

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Andrea Borger for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1683, page 475 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Andrea Borger, conditioned for the payment to the said Andrea Borger of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against James Hadvabne for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books, 249, page 112, 184, page 436 and 155, page 183 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of James Hadvabne, conditioned for the payment to the said James Hadvabne of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Michael Pash for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book Instrument Number 199902949, pages 1-4 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Michael Pash conditioned for the payment to the said Michael Pash of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against William Amick and Penelope Amick, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book Instrument No. 199801732 , pages 1-4 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of William Amick and Penelope Amick, his wife, conditioned for the payment to the said William Amick and Penelope Amick, his wife, of damages for taking when damages have been ascertained.



**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Timothy Campbell for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book Instrument Number 199916454, pages 1-4 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Timothy Campbell conditioned for the payment to the said Timothy Campbell of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Doris Carlson, Donald Carlson and Kathy Jolly for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 815, page 189 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Doris Carlson, Donald Carlson and Kathy Jolly conditioned for the payment to the said Doris Carlson, Donald Carlson and Kathy Jolly of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Melvin Wood and Patricia Wood, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 1301, page 052, 611 page 215 and 1237, page 243 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Melvin Wood and Patricia Wood, his wife, conditioned for the payment to the said Melvin Wood and Patricia Wood, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against John Bordas and Debbi Bordas, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1535, page 100 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of John Bordas and Debbi Bordas, his wife, conditioned for the payment to the said John Bordas and Debbi Bordas, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against the Presbyterian Church for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Book 1689, page 590 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of the Presbyterian Church conditioned for the payment to the said the Presbyterian Church of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against James Gilham et al for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 1705, page 045, 1728, pages 301 & 312, 1651, page 252, and 1444, page 376 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of James Gilham et al conditioned for the payment to the said James Gilham of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Frank Hahn and Tonya Hahn, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1406, page 497 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Frank Hahn and Tonya Hahn, his wife, conditioned for the payment to the said Frank Hahn and Tonya Hahn, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Sally Isham and William Amick, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 677, page 091 and 1404, page 036 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Sally Isham and William Amick conditioned for the payment to the said Sally Isham and William Amick of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Raphael Johnson and Mildred Johnson, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 827, page 210 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Raphael Johnson and Mildred Johnson, his wife, conditioned for the payment to the said Raphael Johnson and Mildred Johnson, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Bryan Sones and Kimberly Sones, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1406, page 357 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Bryan Sones and Kimberly Sones, his wife, conditioned for the payment to the said Bryan Sones and Kimberly Sones, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Penny Sunderlin for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 905, page 361 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Penny Sunderlin conditioned for the payment to the said Penny Sunderlin of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Elmer Zahuranec for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1649, page 034 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Elmer Zahuranec conditioned for the payment to the said Elmer Zahuranec of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against George Carter, Sr. for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 100, page 166 and 282, page 251 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of George Carter, Sr. conditioned for the payment to the said George Carter, Sr. of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Unknown Property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Tax Assessment Map S9, Enlargement 533, Parcel Number 18, Lot Number 298 from the Map of Ames and Control Number 110046513 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Unknown Property conditioned for the payment to the said Unknown Property of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Unnamed Street/Third Street - Winburne (unopened) and located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Tax Assessment Map S9, Enlargement 533, also located on the Map of Ames for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Unnamed Street/Third Street - Winburne conditioned for the payment to the said Unnamed Street/Third Street - Winburne of damages for taking when damages have been ascertained.

**RESOLVED** this 11th day of April, 2000, by the board of the Cooper Township Municipal Authority in lawful session assembled.

ATTEST

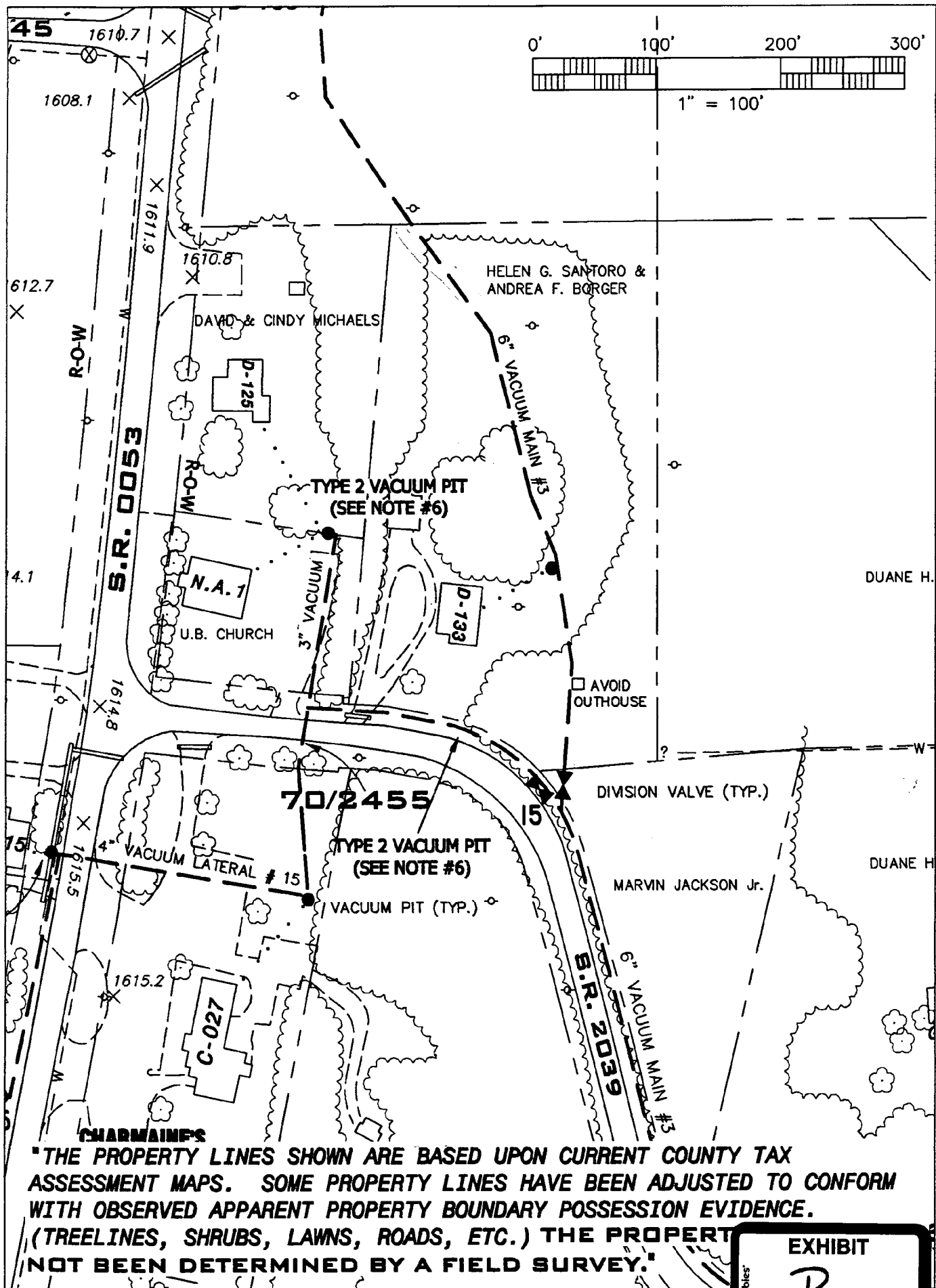
  
\_\_\_\_\_  
SECRETARY

SEAL

COOPER TOWNSHIP MUNICIPAL AUTHORITY

By:   
\_\_\_\_\_  
CHAIRMAN





"THE PROPERTY LINES SHOWN ARE BASED UPON CURRENT COUNTY TAX ASSESSMENT MAPS. SOME PROPERTY LINES HAVE BEEN ADJUSTED TO CONFORM WITH OBSERVED APPARENT PROPERTY BOUNDARY POSSESSION EVIDENCE. (TREELINES, SHRUBS, LAWNS, ROADS, ETC.) THE PROPERTY LINES HAVE NOT BEEN DETERMINED BY A FIELD SURVEY."

EXHIBIT  
B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

:  
:  
:  
:  
:  
:  
:  
:  
:

No.

**ORDER**

AND NOW this 1 day of June, 2000, upon review of the  
Plaintiff's Petition and Bond, the said Bond is hereby approved.

BY THE COURT:

J. Kelly  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,	:	
	:	
Condemnor	:	
	:	
vs.	:	No.
	:	
ANDREA BORGER,	:	
	:	
Condemnees	:	

**BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that the Declaration of Taking having been filed the 1 day of JUNE, 2000, by the Cooper Township Municipal Authority, ("obligor") a body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania ("obligee") for the use and benefit of the owners of the property condemned as hereinafter noted, and other proper parties in interest, for such amount of damage as the owner of the property and other parties in interest shall be entitled to receive after the same shall have been agreed upon or assessed in the manner prescribed by law, by reason of the condemnation by obligor of certain land located in Cooper Township, Clearfield County, Pennsylvania, and described as follows: [PROPERTY SHOWN IN THE ATTACHED PLAN,] to which payment well and truly to be made, the obligor does bind itself and its successors, and assigns, firmly by these presents.

**WHEREAS**, the obligor has condemned the said property and cannot agree with the owner of said land upon the just compensation to be paid for the damages sustained by said owner as a result of the condemnation:

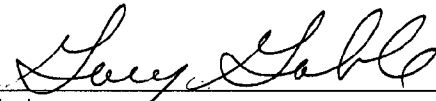
**NOW THE CONDITION** of this bond is such that if the obligor shall pay or cause to be paid such amount of damages as the said owner of the property and other parties in interest shall be entitled to receive by reason of such condemnation, after the same shall have been agreed upon or assessed in the manner provided by law, then this obligation shall be void; otherwise, to be and remain in full force and effect.

**SEALED** with the corporate seal and duly executed this 9 day of May, 2000.

Attest:

Cooper Township Municipal Authority

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Chairman

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY, :  
:   
Condemnor :   
:   
vs. : No.   
:   
ANDREA BORGER, :   
:   
Condemnees :

**NOTICE OF CONDEMNATION**


In accordance with Section 405 of the Eminent Domain Code of 1964, 26 P.S. § 1-405,  
Cooper Township Municipal Authority notifies you that:

1. A declaration of taking, a copy of which is attached as Exhibit "A," was filed on  
JUNE 1, 2000, in the Court of Common Pleas of Clearfield County at the  
above-named term and number.

2. Your property has been condemned for waste water treatment system purposes.  
Identification of your property appears on Exhibit "B" of the declaration of taking.

3. If you wish to challenge the power or right of Cooper Township Municipal  
Authority to appropriate the condemned property, the sufficiency of the security, the procedure  
followed by the Condemnor, or the declaration of taking, you are required to file preliminary  
objections within 30 days after being served with this notice.

Date: 6/1/00

  
Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

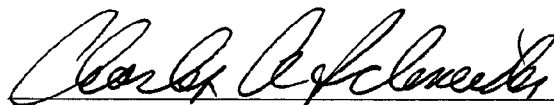
No. 00-650-CJ

**NOTICE OF FILING OF DECLARATION OF TAKING**

The Cooper Township Municipal Authority states that:

A Declaration of Taking was filed this 1 day of JUNE, 2000, at the  
above Court term and number, by which the following property was condemned in whole or in  
part for a waste water treatment system on the land of Andrea Borger, described in Record Book  
No. 1683, Page No. 475.

Date: 6/1/00



Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

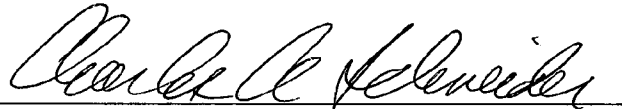
No. 00-650-CD

**MEMORANDUM OF FILING OF NOTICE**

To the Prothonotary:

Notice of the above-captioned condemnation is recorded in the Department of Records of  
Clearfield County at Instrument Number 200007630.

Date: 6/14/00



Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255

FILED  
JUN 23 2000

William A. Shaw  
Prothonotary

Ca

C:\wpdocs\Schneider\Document\Cooper Township - Borger Board of View Petition.wpd

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnee

No. 00-650-CD

ORDER

AND NOW, this 5<sup>th</sup> day of October, 2000, upon the Petition of  
Andrea Borger, the Court appoints J. Richard Mattern, II, Esquire  
Samuel Yost, and Evo Facchine as  
viewers on the foregoing Petition and further Orders that the viewers perform their duties in  
accordance with the law and Act of Assembly in such case made and provided.

BY THE COURT:

John K. Reilly, Jr.  
JUDGE

FILED

OCT 05 2000  
01356/1cc atty  
William A. Shaw  
Prothonotary  
Schneider



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnee

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

No. 00-650-CD

**PETITION FOR THE APPOINTMENT OF A BOARD OF VIEWERS**

The Petition of **Cooper Township Municipal Authority** ("Condemnor"), by its undersigned counsel, respectfully represents:

1. The Condemnor is Cooper Township Municipal Authority, whose address is Box 446, Winburne, Pennsylvania.
2. On June 1, 2000, Condemnor filed a declaration of taking in this proceeding. A copy of the declaration of taking is attached as Exhibit "A." No preliminary objections to the declaration of taking have been filed.
3. The name and address of the Condemnee known by Condemnor to have an interest in the condemned property is:  
  
Andrea Borger, 303 4th Street, Clearfield, PA 16830
4. A description of the condemned property is fully set forth in the Resolution, approved on April 11, 2000, a copy of which is included in the declaration of taking.

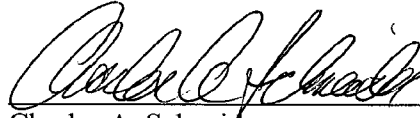
**FILED**

OCT 05 2000  
William A. Shaw  
Prothonotary  
w/c c/c

WHEREFORE, Condemnor Cooper Township Municipal Authority respectfully requests that your Honorable Court appoint three viewers to assess the damages to which the condemnees are entitled, and to assess the benefits, if any, arising from the above-mentioned condemnation.

Respectfully submitted,

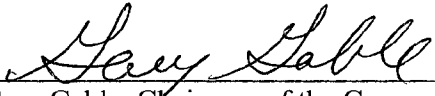
Date: 10/3/00



Charles A. Schneider  
Attorney ID #06780  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255

**VERIFICATION**

I hereby verify that the facts set forth in this pleading are true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 P.S. Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Gary Gable, Chairman of the Cooper  
Township Municipal Authority

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

No. 00-650-CD

NOTICE OF CONDEMNATION


In accordance with Section 405 of the Eminent Domain Code of 1964, 26 P.S. § 1-405,  
Cooper Township Municipal Authority notifies you that:

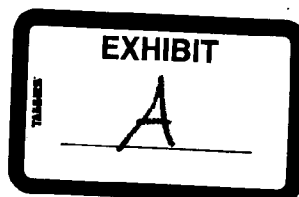
1. A declaration of taking, a copy of which is attached as Exhibit "A," was filed on  
JUNE 1, 2000, in the Court of Common Pleas of Clearfield County at the  
above-named term and number.

2. Your property has been condemned for waste water treatment system purposes.  
Identification of your property appears on Exhibit "B" of the declaration of taking.

3. If you wish to challenge the power or right of Cooper Township Municipal  
Authority to appropriate the condemned property, the sufficiency of the security, the procedure  
followed by the Condemnor, or the declaration of taking, you are required to file preliminary  
objections within 30 days after being served with this notice.

Date: 6/1/00

  
Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

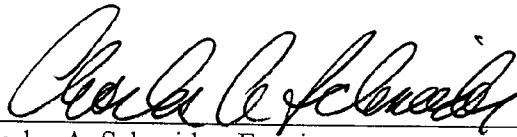
No. 00-650-00

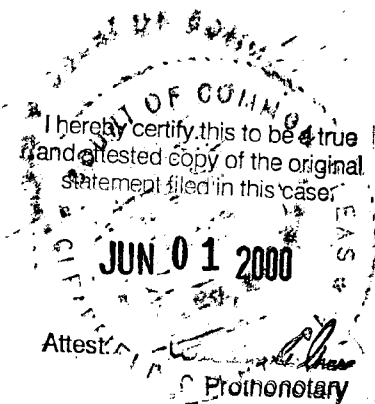
**NOTICE OF FILING OF DECLARATION OF TAKING**

The Cooper Township Municipal Authority states that:

A Declaration of Taking was filed this 1 day of JUNE, 2000, at the  
above Court term and number, by which the following property was condemned in whole or in  
part for a waste water treatment system on the land of Andrea Borger, described in Record Book  
No. 1683, Page No. 475.

Date: 6/1/00

  
Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255



KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200007630**

RECORDED ON

**JUN 01, 2000  
2:08:49 PM**

RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$15.50



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

No. 00-650-CD

**DECLARATION OF TAKING**

The Cooper Township Municipal Authority, pursuant to the Eminent Domain Code 26 P.S. 1-101 et seq. ("Code"), hereby declares:

1. The Condemnor is the Cooper Township Municipal Authority, whose address is P.O. Box 446, Winburne, Clearfield County, Pennsylvania.
2. The condemnation is authorized by 26 P.S. 1-101 et seq.
3. Pursuant to Resolution approved April 11, 2000, the Cooper Township Municipal Authority hereby appropriates and condemns real estate designated in the Resolution, a copy of which is attached as Exhibit "A". The Condemnee is Andrea Borger.
4. The purpose of the condemnation is to secure land for a waste water treatment system as described more fully in the Act 537 Plan approved March 31, 1997, prepared by Hess and Fisher and intended to be recorded.

5. The property condemned is a portion of that tract of land situate in Cooper

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 01 2000

Attest:

*William L. B...*  
Prothonotary

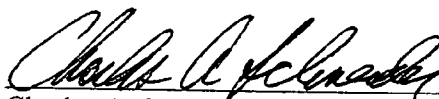


Record Book No. 1683, Page No. 475, more particularly shown in the description attached as Exhibit "B".

6. The nature of title acquired is a permanent easement.
7. The plan showing the condemned property may be inspected at the Office of the Condemnor.
8. Pursuant to 26 P.S. 1-403, the Condemnor files its bond herewith, conditioned for the payment to the Condemnees of damages for taking when the same shall have been ascertained.
9. A conformed copy of this declaration of taking, together with the information and notice will be served upon the condemnees in this proceeding. Proof of such service will be filed.

**WHEREFORE**, the Cooper Township Municipal Authority declares the within premises condemned and appropriated for the public purpose mentioned.

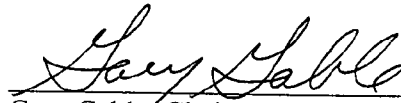
Date: 5/17/00



Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255

**VERIFICATION**

I hereby verify that the facts set forth in this pleading are true and correct to the best of my knowledge, information and belief. I understand that any false statements herein are made subject to the penalties of 18 P.S. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Gary Gable", is written over a horizontal line.

Gary Gable, Chairman of the Cooper  
Township Municipal Authority



## RESOLUTION

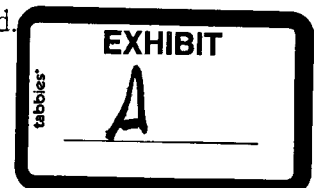
### **A RESOLUTION OF THE COOPER TOWNSHIP MUNICIPAL AUTHORITY FOR THE CONDEMNATION OF THE FOLLOWING PROPERTIES IN COOPER TOWNSHIP, CLEARFIELD COUNTY, PENNSYLVANIA FOR THE WASTEWATER TREATMENT SYSTEM.**

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Andrea Borger for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1683, page 475 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Andrea Borger, conditioned for the payment to the said Andrea Borger of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against James Hadvabne for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books, 249, page 112, 184, page 436 and 155, page 183 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of James Hadvabne, conditioned for the payment to the said James Hadvabne of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Michael Pash for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book Instrument Number 199902949, pages 1-4 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Michael Pash conditioned for the payment to the said Michael Pash of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against William Amick and Penelope Amick, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book Instrument No. 199801732 , pages 1-4 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of William Amick and Penelope Amick, his wife, conditioned for the payment to the said William Amick and Penelope Amick, his wife, of damages for taking when damages have been ascertained.



**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Timothy Campbell for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book Instrument Number 199916454, pages 1-4 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Timothy Campbell conditioned for the payment to the said Timothy Campbell of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Doris Carlson, Donald Carlson and Kathy Jolly for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 815, page 189 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Doris Carlson, Donald Carlson and Kathy Jolly conditioned for the payment to the said Doris Carlson, Donald Carlson and Kathy Jolly of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Melvin Wood and Patricia Wood, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 1301, page 052, 611 page 215 and 1237, page 243 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Melvin Wood and Patricia Wood, his wife, conditioned for the payment to the said Melvin Wood and Patricia Wood, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against John Bordas and Debbi Bordas, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1535, page 100 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of John Bordas and Debbi Bordas, his wife, conditioned for the payment to the said John Bordas and Debbi Bordas, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against the Presbyterian Church for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Book 1689, page 590 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of the Presbyterian Church conditioned for the payment to the said the Presbyterian Church of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against James Gilham et al for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 1705, page 045, 1728, pages 301 & 312, 1651, page 252, and 1444, page 376 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of James Gilham et al conditioned for the payment to the said James Gilham of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Frank Hahn and Tonya Hahn, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1406, page 497 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Frank Hahn and Tonya Hahn, his wife, conditioned for the payment to the said Frank Hahn and Tonya Hahn, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Sally Isham and William Amick, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 677, page 091 and 1404, page 036 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Sally Isham and William Amick conditioned for the payment to the said Sally Isham and William Amick of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Raphael Johnson and Mildred Johnson, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 827, page 210 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Raphael Johnson and Mildred Johnson, his wife, conditioned for the payment to the said Raphael Johnson and Mildred Johnson, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Bryan Sones and Kimberly Sones, his wife, for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1406, page 357 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Bryan Sones and Kimberly Sones, his wife, conditioned for the payment to the said Bryan Sones and Kimberly Sones, his wife, of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Penny Sunderlin for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 905, page 361 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Penny Sunderlin conditioned for the payment to the said Penny Sunderlin of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Elmer Zahuranec for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Book 1649, page 034 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Elmer Zahuranec conditioned for the payment to the said Elmer Zahuranec of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against George Carter, Sr. for certain property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Record Books 100, page 166 and 282, page 251 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of George Carter, Sr. conditioned for the payment to the said George Carter, Sr. of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Unknown Property located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Tax Assessment Map S9, Enlargement 533, Parcel Number 18, Lot Number 298 from the Map of Ames and Control Number 110046513 for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Unknown Property conditioned for the payment to the said Unknown Property of damages for taking when damages have been ascertained.

**BE IT RESOLVED**, that the solicitor be authorized to bring a condemnation proceeding against Unnamed Street/Third Street - Winburne (unopened) and located in Cooper Township, Clearfield County, Pennsylvania more particularly described in Clearfield County Tax Assessment Map S9, Enlargement 533, also located on the Map of Ames for purposes of constructing a wastewater treatment system. **BE IT FURTHER RESOLVED**, that the Chairman be authorized to make, execute and deliver Bond to the Commonwealth of Pennsylvania for the use and benefit of Unnamed Street/Third Street - Winburne conditioned for the payment to the said Unnamed Street/Third Street - Winburne of damages for taking when damages have been ascertained.

**RESOLVED** this 11th day of April, 2000, by the board of the Cooper Township Municipal Authority in lawful session assembled.

ATTEST:

  
\_\_\_\_\_  
SECRETARY

SEAL

COOPER TOWNSHIP MUNICIPAL AUTHORITY

By:

  
\_\_\_\_\_  
CHAIRMAN

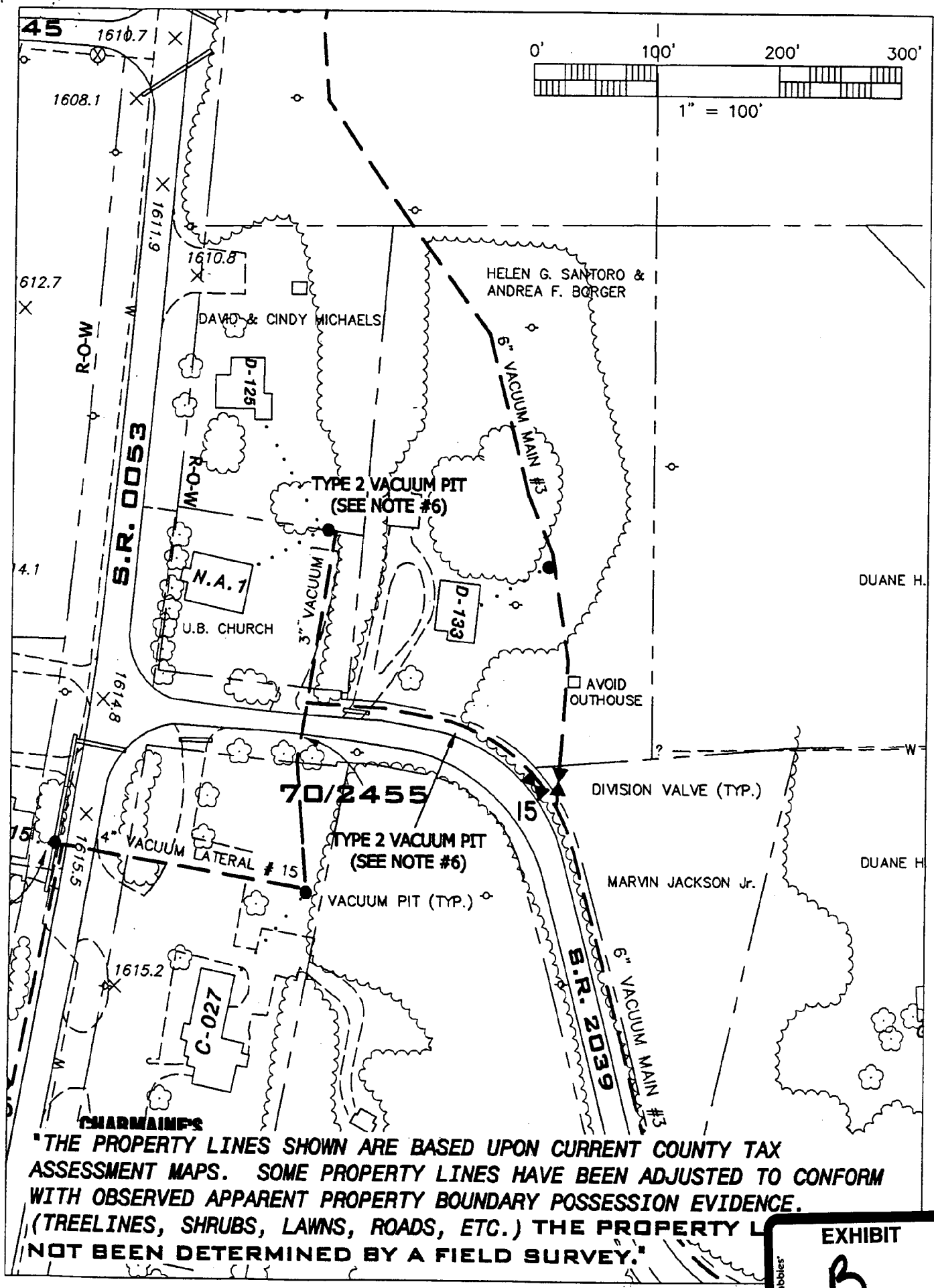


EXHIBIT  
 B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

No. 00-650-CD

ORDER

AND NOW this 1 day of June, 2000, upon review of the  
Plaintiff's Petition and Bond, the said Bond is hereby approved.

BY THE COURT:

1st John K. Reilly Jr.  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

No. 00-650-CD

**BOND**

KNOW ALL MEN BY THESE PRESENTS, that the Declaration of Taking having been filed the 1 day of JUNE, 2000, by the Cooper Township Municipal Authority, ("obligor") a body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania ("obligee"), for the use and benefit of the owners of the property condemned as hereinafter noted, and other proper parties in interest, for such amount of damage as the owner of the property and other parties in interest shall be entitled to receive after the same shall have been agreed upon or assessed in the manner prescribed by law, by reason of the condemnation by obligor of certain land located in Cooper Township, Clearfield County, Pennsylvania, and described as follows: [PROPERTY SHOWN IN THE ATTACHED PLAN,] to which payment well and truly to be made, the obligor does bind itself and its successors, and assigns, firmly by these presents.

WHEREAS, the obligor has condemned the said property and cannot agree with the owner of said land upon the just compensation to be paid for the damages sustained by said owner as a result of the condemnation:


**NOW THE CONDITION** of this bond is such that if the obligor shall pay or cause to be paid such amount of damages as the said owner of the property and other parties in interest shall be entitled to receive by reason of such condemnation, after the same shall have been agreed upon or assessed in the manner provided by law, then this obligation shall be void; otherwise, to be and remain in full force and effect.

**SEALED** with the corporate seal and duly executed this 9 day of May, 2000.

Attest:

Cooper Township Municipal Authority

  
Secretary

By:   
Chairman



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

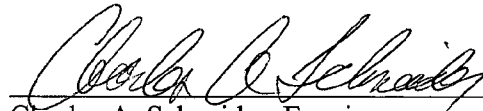
No. 00-650-CD

**MEMORANDUM OF FILING OF NOTICE**

To the Prothonotary:

Notice of the above-captioned condemnation is recorded in the Department of Records of  
Clearfield County at Instrument Number 200007630.

Date: 6/10/00



Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, PA 16801  
(814) 237-6255

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION

COOPER TOWNSHIP MUNICIPAL AUTHORITY,

Condemnor

vs.

ANDREA BORGER,

Condemnees

No. 00-650-CD

**CERTIFICATE OF SERVICE**

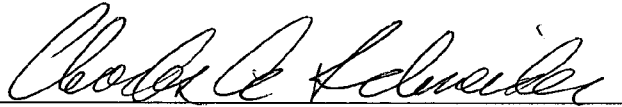
I hereby certify that on this day, I am serving the foregoing document upon the person and in the manner indicated below, which service satisfied the requirements of Pa. R.C.P. 440.

SERVICE BY CERTIFIED MAIL ADDRESSED AS FOLLOWS:

Andrea Borger  
303 South 4th Street  
Clearfield, PA 16830

Date:

6/14/00



Charles A. Schneider, Esquire  
Attorney for Cooper Township Municipal Authority

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COOPER TOWNSHIP  
MUNICIPAL AUTHORITY,

Condemnor

vs.

No. 00-650-CD

ANDREA BORGER,

Condemnee

**FILED**

JAN 26 2001

William A. Shaw  
Prothonotary

**REPORT OF VIEWERS**

TO: THE HONORABLE JOHN K. REILLY, JR.  
PRESIDENT JUDGE OF SAID COURT

The undersigned Board of Viewers respectfully reports:

1. A Declaration of Taking by Petition of Cooper Township Municipal Authority, whose address is P. O. Box 446, Winburne, Clearfield County, Pa., was filed on June 1, 2000.
2. The purpose of the Condemnation is to secure land for a wastewater treatment system as more fully described in the Act 537 Plan approved March 31, 1997, as prepared by Hess & Fisher Engineers, Inc.
3. Said Declaration of Taking was authorized by Resolution of the Cooper Township Municipal Authority, approved April 11, 2000.
4. The Condemnation is authorized by 26 P.S. §1-101 et seq.
5. The Condemnee(s) are: **Andrea Borger, 303 4<sup>th</sup> Street, Clearfield, Pa., 16830.**

6. The property condemned is a portion of that tract of land situate in Cooper Township, Clearfield County, Pennsylvania, as more fully described in the Declaration of Taking and as shown in the map attached hereto designated as Exhibit "2".
7. The nature of the title acquired is a permanent easement of 10' in width and a 20' in width construction easement.
8. By Order of your Honorable Court dated August 21, 2000, J. Richard Mattern, II, Esquire, Samuel B. Yost and Evo G. Facchine, were appointed Viewers to perform the duties in accordance with the law and Act of Assembly and, basically, to assess damages to which the Condemnee(s) are entitled, and to assess benefits, if any, arising from the above mentioned Condemnation.
9. That the View was scheduled for December 15, 2000, and the Board of View Hearing was scheduled for December 19, 2000.
10. Notice of the View and Hearing was served on the Condemnee(s) by United States Mail, First Class, mailed November 22, 2000.
11. The Board of Viewers conducted their View and Hearing at the aforesaid date and place.
12. That the following Exhibits were presented to the Board and accepted as exhibits and evidence by the Board, to aid in their decision in the matter, copies of which are attached hereto:
  - (a) Board Exhibit "1A" - John E. West, CPE, CREA, Appraisal – before Condemnation;

- (b) Board Exhibit "1B" - John E. West, CPE, CREA, Appraisal – after  
Condemnation;
  - (c) Board Exhibit "2" – Map of premises prepared by Hess & Fisher  
Engineers, Inc; and,
  - (d) Condemnee's Exhibit "3" – Invoices from Dwight L. Koerber, Jr.,  
Esquire.
13. That after the View and Hearing, the Board of Viewers has determined that the wastewater system lines, pumps, grinders, manhole covers and all facets are consistent with prudent and necessary requirements and comprise the best locations with minimal impact on the property owner(s).
14. That after View and Hearing in this matter and in consideration of all testimony and evidence, the Board has determined that before condemnation the subject property had a value of \$33,000.00. The Board finds as fact that there is a change in value, and the property has a value after condemnation of \$31,500.00. The Board, therefore, awards Condemnee damages in the amount of \$1,500.00. The Condemnees incurred and paid attorney's fees from Dwight Koerber, Jr., Esquire, in the amount of \$454.99. The Board awards the Condemnee \$454.99 toward these expenses.
15. That attached to this Report are the following:
- 1. Notice of Board of View as to date of View and Hearing, dated  
November 22, 2000 - Exhibit "A";

2. Notice of Intention to File Report – Exhibit “B”;
16. That a copy of this Report with Notice of Intention to File Report as required by 26 P.S. §1-513 is being forwarded to:

Attorney for Condemnor – Cooper Township Municipal Authority  
Charles A. Schneider, Esq.  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, Pa., 16801

Condemnee(s) or Condemnee(s) Attorney:  
**Andrea Borger**  
**303 4<sup>th</sup> Street**  
**Clearfield, PA 16830**

All of which is Respectfully Submitted,

  
J. RICHARD MATTERN, II, ESQUIRE  
CHAIRMAN, BOARD OF VIEWERS

  
Samuel B. Yost, Board of Viewers

  
Evo G. Facchine, Board of Viewers

Date: 1/22/01

**APPRAISAL OF**

1.5 Acres Developed Land Prior to Taking 4700 Sq. Ft. Sewer Line Easement

**LOCATED AT:**

Route 2039  
Grassflat, Pa. 16839

**FOR:**

Andrea F. Borger  
3035 4th Street  
Clearfield, Pa. 16830

**BORROWER:**

N/A

**AS OF:**

July 26, 2000

**BY:**

John E. West CPE,CREA

JACK WEST REALTY, INC.  
REAL ESTATE APPRAISER

Before  
File No. Borger

July 26, 2000

Andrea F. Borger  
3035 4th Street  
Clearfield, Pa. 16830

File Number: Borger

Dear Andrea,

In accordance with your request, I have personally inspected and appraised the real property at:

Route 2039  
Grassflat, Pa. 16839

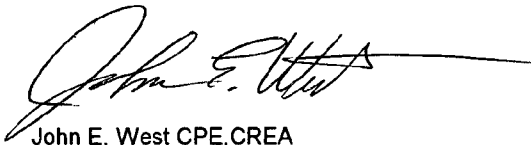
*The purpose of this appraisal is to estimate the market value of the subject property, as improved.  
The property rights appraised are the fee simple interest in the site and improvements.*

In my opinion, the estimated market value of the property as of July 26, 2000 is:

\$33,000.00 Prior to the sewer line easement  
Thirty-Three Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely Yours,



John E. West CPE, CREA

Residential Appraiser

RL-000292-L

jew



SUMMARY REPORT  
UNIFORM RESIDENTIAL APPRAISAL REPORT

Before

File No. Borger

Property Description

Property Address	Route 2039	City	Grassflat	State	Pa.	Zip Code	16839			
Legal Description	Deed Book 1683 Page 475			County				Clearfield		
Assessor's Parcel No.	110-S8-122			Tax Year	2000	R.E. Taxes \$	421.73	Special Assessments \$		
Borrower	N/A			Current Owner	Helen G. Santoro & Andrea F. Borger			Occupant:	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	
Property rights appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold			Project Type	<input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA only)			HOA\$	None /Mo.	
Neighborhood or Project Name	Cooper Township			Map Reference	110-S8-122			Census Tract	3306	
Sale Price \$	N/A			Date of Sale	N/A			Description and \$ amount of loan charges/concessions to be paid by seller	N/A	
Lender/Client	Andrea F. Borger			Address						3035 4th Street, Clearfield, Pa. 16830
Appraiser	John E. West CPE,CREA			Address						331 East Market Street, Clearfield, Pa. 16830

Location	<input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural	Predominant occupancy	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (over 5%)	Single family housing PRICE \$ (000)	AGE (yrs)	Present land use %	Land use change
Built up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%			25 Low	30	One family 60%	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow			75 High	100	2-4 family	<input type="checkbox"/> In process
Property values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining			Predominant		Multi-family	To:
Demand/supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Oversupply			45	50	Commercial	
Marketing time	<input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.					Vacant	40%

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: Those typical of Cooper Township, Grassflat area, consisting of a variety of home styles and ages.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): Services are limited in this area. These conditions are common to the area and do not adversely effect the market value. The value of single family homes in this environment will tend to vary a great deal because of the wide variety of styles, quality of construction and land size.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): At this time the marketing area has ample mortgage money available at favorable rates and terms. There are no competitive properties on the market in the subject neighborhood at the time of the inspection.

Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ YES ☐ NO

Approximate total number of units in the subject project \_\_\_\_\_ Approximate total number of units for sale in the subject project \_\_\_\_\_

Describe common elements and recreational facilities: \_\_\_\_\_

Dimensions	See site area.			Topography	At Street Grade			
Site area	1.5 Acres			Size	Typical for the area			
Specific zoning classification and description	None			Shape	Rectangular			
Zoning compliance	<input type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input checked="" type="checkbox"/> No zoning			Drainage	Typical			
Highest & best use as improved:	<input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)			View	Typical			
Utilities	Public	Other	Off-site Improvements	Type	Public	Private	Landscaping	Typical
Electricity	<input checked="" type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Driveway Surface	Natural
Gas	<input type="checkbox"/> LP		Curb/gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Apparent easements	See Comments
Water	<input checked="" type="checkbox"/>		Sidewalk		<input type="checkbox"/>	<input checked="" type="checkbox"/>	FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sanitary sewer	<input type="checkbox"/> Private(Proposed)		Street lights		<input type="checkbox"/>	<input checked="" type="checkbox"/>	FEMA Zone	421520-12 Map Date
Storm sewer	<input type="checkbox"/> Open Ditch		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>	FEMA Map No.	
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.):								See Attached
Addendum.								

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units	Foundation	Slab	Area Sq.Ft.	Roof
One	Block	No	300	<input type="checkbox"/>
No. of Stories	Exterior Walls	Crawl Space	% Finished	Ceiling
One	Wood Lap	No	0%	<input type="checkbox"/>
Type (Det./Att.)	Roof Surface	Basement	Ceiling	Walls
Detached	Shingles	Part	Joist	<input type="checkbox"/>
Design (Style)	Gutters & Dwnspits.	Sump Pump	Walls	Floor
1 Story	None	No	Block	<input type="checkbox"/>
Existing/Proposed	Window Type	Dampness	Floor	None
Existing	Double Hung	None Noted	Concrete	<input type="checkbox"/>
Age (Yrs.)	Storm/Screens	Settlement	Outside Entry	Unknown
48	Aluminum	None Noted	Yes	<input checked="" type="checkbox"/>
Effective Age (Yrs.)	Manufactured House	Infestation		
25	No			

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq.Ft.
Basement												
Level 1		1	1	1				1	1			
Level 2												

Finished area above grade contains: 4 Rooms; 1 Bedroom(s); 1 Bath(s); 1,080 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors	Carpet/Vinyl	Type	Refrigerator	None	Fireplace(s) #	None <input type="checkbox"/>
Walls	Paneling/Drywall	Fuel	Range/Oven	Stairs	Patio	Garage 2 # of cars
Trim/Finish	Average	Condition	Disposal	Drop Stair	Deck	Attached
Bath Floor	Vinyl	COOLING	Dishwasher	Scuttle	Porch Enclosed	Detached 2 Car
Bath Wainscot	Paneling	Central	Fan/Hood	Floor	Fence	Built-In
Doors	Average	Other	Microwave	Heated	Pool	Carport
		Condition	Washer/Dryer	Finished		Driveway
		N/A				

Additional features (special energy efficient items, etc.): The garage has a loft for storage and a canopy 12' X 16'.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction remodeling/additions, etc.: A properly maintained seasonal dwelling with normal wear & tear. Functional utility is below average, with small rooms and the lack of bedrooms. This dwelling meets functional and aesthetic expectations of purchasers in this price range and for a seasonal style home. No external depreciation is needed.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: There were no adverse environmental condition observed at the time of the inspection, however, there is a possibility of radon in this area. Any homes built prior to 1978 may also contain paint with a lead base.

## UNIFORM RESIDENTIAL APPRAISAL REPORT

Before  
File No. Borger

## Valuation Section

COST APPROACH	ESTIMATED SITE VALUE, (\$4000/Ac. + \$5000 Septic) . . . . .		= \$	11,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): The Marshall & Swift Residential Cost Handbook was used to establish the replacement cost. Land values were estimated based upon the appraiser's knowledge of prior land sales in the subject neighborhood and similar neighborhoods.
	ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:				
	Dwelling	1,080 Sq. Ft. @ \$ 40.08	= \$	43,286	
	Bsmt. 300	Sq. Ft. @ \$ 12.79	=	3,837	
	Porch		=	2,800	
	Garage/Carport	624 Sq. Ft. @ \$ 17.72	=	11,057	
	Total Estimated Cost New		= \$	60,980	
	Less 50 Physical	Functional	External	Est. Remaining Econ. Life: 25	
	Depreciation	\$30,490	\$7,623	= \$ 38,113	
	Depreciated Value of Improvements		= \$	22,867	
"As-is" Value of Site Improvements . . . . .				= \$ 1,500	
INDICATED VALUE BY COST APPROACH . . . . .				= \$ 35,400	

SALES COMPARISON ANALYSIS	ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Route 2039		R D		Route 53		Rt 53	
	Address Grassflat		Frenchville		Mahaffey		Drifting	
	Proximity to Subject							
	Sales Price	\$ N/A	\$ 30,000		\$ 22,000		\$ 28,500	
	Price/Gross Liv. Area	\$ 0.00	\$ 20.66		\$ 13.89		\$ 28.50	
	Data and/or	Inspection	MLS		MLS		MLS	
	Verification Sources	Public Records	Public Records		Public Records		Public Records	
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
	Sales or Financing		Cash		Cash		Cash	
	Concessions		None		None		None	
	Date of Sale/Time	N/A	01/07/2000		04/20/2000		06/28/2000	
	Location	Rural	Equal		Rural		Superior	
	Leasehold/Fee Simple	Fee	Fee Simple		Fee Simple		Fee Simple	
	Site	1.5 Acres	10 Acres -4,300		0.50 Acre +1,000		0.23 Acres +1,000	
	View	Average	Average		Average		Average	
	Design and Appeal	1 Story	Camp		1 1/2 Story		Seasonal	
	Quality of Construction	Fair	Equal		Equal		Equal	
	Age	48 Yrs.	1997		30 Yrs		1955	
	Condition	Fair	Average -3,000		Equal		Equal	
	Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
	Room Count	5 4 1 1.00	3 2 0 +2,500		6 3 1.00		4 2 1.00	
	Gross Living Area	1,080 Sq.Ft.	1,452 Sq.Ft. -1,900		1,584 Sq.Ft. -2,500		1,000 Sq.Ft. +400	
	Basement & Finished	300 Sq.Ft.	None +1,200		None +1,200		None	
	Rooms Below Grade	Unfinished	N/A		Unfinished		N/A	
	Functional Utility	Fair	Fair		Fair		Fair	
	Heating/Cooling	Electric	Oil FWA		Oil FWA		Gas Space Heater	
	Energy Efficient Items	None	Equal		Equal		Equal	
Garage/Carport	2 Car Garage	None +4,000		None +4,000		None +4,000		
Porch, Patio, Deck,	Porch	Equal		Equal		Equal		
Fireplace(s), etc.	None	Woodburner -500		Woodburner -500		Woodburner -500		
Fence, Pool, etc.	None							
Net Adj. (total)		[ ] + [X] - \$ 2,000		[X] + [ ] - \$ 3,200		[X] + [ ] - \$ 4,900		
Adjusted Sales Price		Gross: 58.0		Gross: 41.8		Gross: 20.7		
of Comparable		Net: -6.7 \$ 28,000		Net: 14.5 \$ 25,200		Net: 17.2 \$ 33,400		

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See Attached Addendum.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	Not sold	Not Sold	Not Sold	Not Sold
Source for prior sales				
within year of appraisal				
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject property is not currently for sale nor has it been purchased in the past 12 months.				
INDICATED VALUE BY SALES COMPARISON APPROACH . . . . . \$ 33,000				
INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ /Mo. x Gross Rent Multiplier = \$ N/A				

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.  
Conditions of Appraisal: See Attached Addendum.

Final Reconciliation: The Market Approach to Value, which best reflects the actions of the buyers and sellers in the marketplace, has been given the most emphasis. The Cost and Income Approaches are not applicable in this type of assignment.

RECONCILIATION	The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised _____).	
	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF July 26, 2000	
	(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 33,000 .	
	APPRaiser:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
	Signature	Signature
	Name John E. West CPE, CREA	Name
	Date Report Signed August 17, 2000	Date Report Signed
	State Certification # RL-000292-L State Pa	State Certification # State
	Or State License # State	Or State License # State
	Inspect Property <input type="checkbox"/> Did <input type="checkbox"/> Did Not	

ADDENDUM

Borrower: N/A		File No.: Borger	
Property Address: Route 2039		Case No.: Before	
City: Grassflat		State: Pa.	Zip: 16839
Lender: Andrea F. Borger			

Site Comments

There seems to be some apparent adverse easements on the property. There are 2 power lines across the property, 1 on the front of the property and 1 on the rear portion. The property drops off on the right side, but still leaves about 200' of level yard about 400' long.

Comments on Sales Comparison

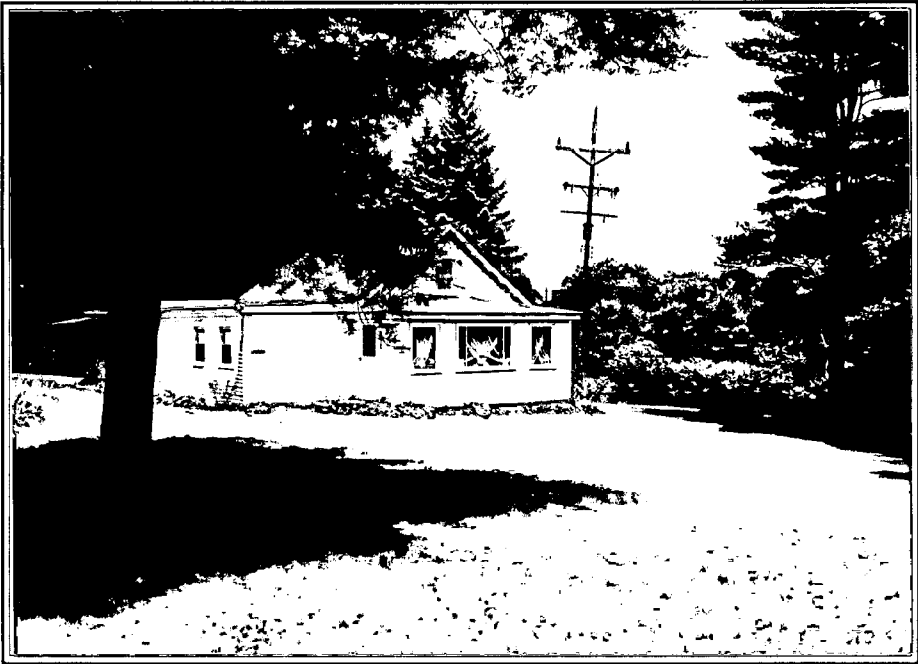
A search of the Clearfield-Jefferson MLS, public records and broker files indicated that these sales are the most recent, closest, similar, closed sales available as of the date of the appraisal. The comparables chosen are considered to be good indicators of value. After variation adjustments, a value range of \$25,200 to \$33,400 is indicated. The indicated land value for the subject in it's present condition, in my opinion, would be \$33,000.00.  
The land value estimate used in the Cost Approach was estimated based upon three land sales in the Cooper Township Area.

Condition of Appraisal Comments

This appraisal assumes competent, professional marketing with a reasonable time to sell. The purpose of this appraisal is to determine the overall damage from an easement through the property for a sewer line. The land value is being considered with full knowledge that there is a septic system on the property and large pine trees that could be effected by the easement in the planned location. The easement may not have much effect on the value of the home of any other buildings currently on the property, but could effect the value of the land for future construction and land use..

**SUBJECT PROPERTY PHOTO ADDENDUM**

Borrower: N/A	File No.: Borger
Property Address: Route 2039	Case No.: Before
City: Grassflat	State: Pa. Zip: 16839
Lender: Andrea F. Borger	



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: July 26, 2000  
Appraised Value: \$ 33,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

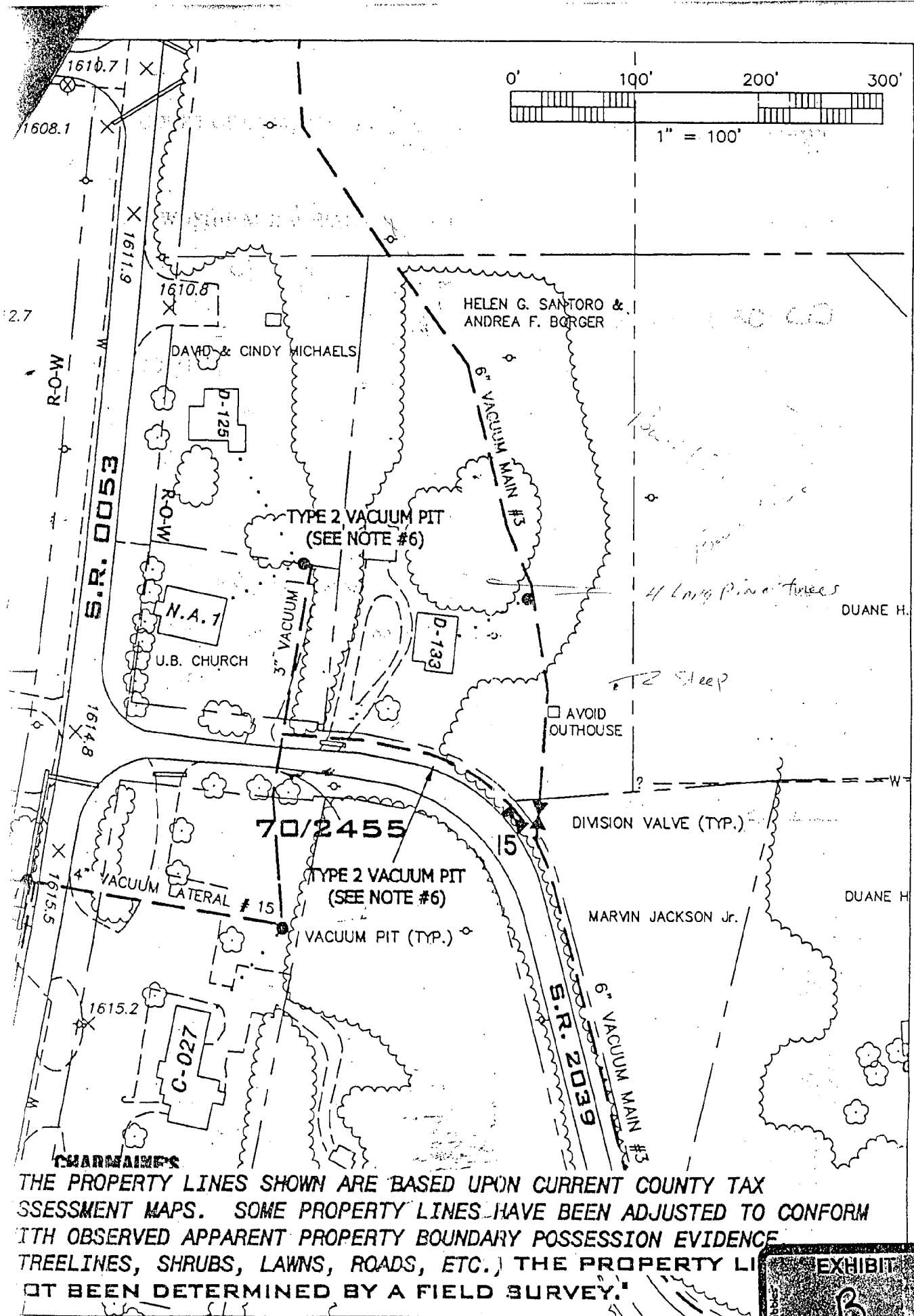


EXHIBIT  
B

**DEFINITION OF MARKET VALUE:** 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, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) 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.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers 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.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. 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.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. 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 became 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 unapparent 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 and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser 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.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior 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, and 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; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to 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.

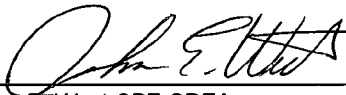
**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my 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.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal 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 I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. 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 or individuals 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.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** Route 2039, Grassflat, Pa. 16839

**APPRAISER:**

Signature:   
Name: John E. West CPE,CREA  
Date Signed: August 17, 2000  
State Certification #: RL-000292-L  
or State License #: \_\_\_\_\_  
State: Pa  
Expiration Date of Certification or License: May 30, 2001

**SUPERVISORY APPRAISER (only if required)**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_

☐ Did ☐ Did Not Inspect Property

**APPRAISAL OF**

1.5 Acres Developed Land After Taking 4700 Sq. Ft. Sewer Line Easement

**LOCATED AT:**

Route 2039  
Grassflat, Pa. 16839

**FOR:**

Andrea F. Borger  
3035 4th Street  
Clearfield, Pa. 16830

**BORROWER:**

N/A

**AS OF:**

July 26, 2000

**BY:**

John E. West CPE, CREA



Jack West Realty, Inc.  
REAL ESTATE APPRAISER

Before  
File No. Borger#2

July 26, 2000

Andrea F. Borger  
3035 4th Street  
Clearfield, Pa. 16830

File Number: Borger#2

Dear Andrea,

In accordance with your request, I have personally inspected and appraised the real property at:

Route 2039  
Grassflat, Pa. 16839

The purpose of this appraisal is to estimate the market value of the subject property, as improved.  
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the estimated market value of the property as of July 26, 2000 is:

\$31,500.00 After taking a 4700 Sq. Ft. Perminent Sewer Line Easement  
Thirty-One Thousand Five Hundred Dollars

The attached report contains the description, analysis and supportive data for the conclusions,  
final estimate of value, descriptive photographs, limiting conditions and appropriate certifications.

Sincerely Yours,

John E. West CPE,CREA

Residential Appraiser

RL-000292-L

jew

## SUMMARY REPORT

## UNIFORM RESIDENTIAL APPRAISAL REPORT

Before

## Property Description

File No. Borger#2

SUBJECT	Property Address Route 2039		City Grassflat		State Pa.		Zip Code 16839				
	Legal Description Deed Book 1683 Page 475				County Clearfield						
	Assessor's Parcel No. 110-S8-122				Tax Year 2000		R.E. Taxes \$ 421.73				
	Special Assessments \$										
	Borrower N/A		Current Owner Helen G. Santoro & Andrea F. Borger		Occupant: <input checked="" type="checkbox"/> Owner		<input type="checkbox"/> Tenant <input type="checkbox"/> Vacant				
	Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type <input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA only)		HOA\$ None		/Mo.				
	Neighborhood or Project Name Cooper Township				Map Reference 110-S8-122		Census Tract 3306				
	Sale Price \$ N/A		Date of Sale N/A		Description and \$ amount of loan charges/concessions to be paid by seller N/A						
	Lender/Client Andrea F. Borger		Address 3035 4th Street, Clearfield, Pa. 16830								
	Appraiser John E. West CPE,CREA		Address 331 East Market Street, Clearfield, Pa. 16830								
NEIGHBORHOOD	Location <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural		Predominant occupancy <input checked="" type="checkbox"/> Owner		Single family housing PRICE \$ (000) 25 Low 30		Present land use % One family 60%		Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely		
	Built up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		<input type="checkbox"/> Under 25%		AGE (yrs) 75 High 100		2-4 family		<input type="checkbox"/> In process		
	Growth rate <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		<input type="checkbox"/> Declining		Predominant		Multi-family		To:		
	Property values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		<input checked="" type="checkbox"/> Vacant (0-5%)		45 50		Commercial				
	Demand/supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply		<input type="checkbox"/> Vacant (over 5%)				Vacant , 40%				
	Marketing time <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.										
	Note: Race and the racial composition of the neighborhood are not appraisal factors.										
	Neighborhood boundaries and characteristics: Those typical of Cooper Township, Grassflat area, consisting of a variety of home styles and ages.										
	Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):										
	Services are limited in this area. These conditions are common to the area and do not adversely effect the market value. The value of single family homes in this environment will tend to vary a great deal because of the wide variety of styles, quality of construction and land size.										
PUD	Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):										
	At this time the marketing area has ample mortgage money available at favorable rates and terms. There are no competitive properties on the market in the subject neighborhood at the time of the inspection.										
	Project Information for PUDs (If applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> YES <input type="checkbox"/> NO										
	Approximate total number of units in the subject project					Approximate total number of units for sale in the subject project					
	Describe common elements and recreational facilities:										
	SITE	Dimensions See site area.					Topography At Street Grade				
		Site area 1.5 Acres					Size Typical for the area				
		Specific zoning classification and description None					Shape Rectangular				
		Zoning compliance <input type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input checked="" type="checkbox"/> No zoning					Drainage Typical				
		Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)					View Typical				
Utilities Public Other					Landscaping Typical						
Electricity <input checked="" type="checkbox"/> LP					Driveway Surface Natural						
Gas <input checked="" type="checkbox"/> LP					Apparent easements See Comments						
Water <input checked="" type="checkbox"/> Private(Proposed)					FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Sanitary sewer <input type="checkbox"/> Open Ditch					FEMA Zone 421520-12 Map Date						
DESCRIPTION OF IMPROVEMENTS	Storm sewer <input type="checkbox"/> Alley None					FEMA Map No.					
	Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning, use, etc.): See Attached										
	Addendum.										
	GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION		
	No. of Units One		Foundation Block		Slab No		Area Sq.Ft. 300		Roof <input type="checkbox"/>		
	No. of Stories One		Exterior Walls Wood Lap		Crawl Space No		% Finished 0%		Ceiling <input type="checkbox"/>		
	Type (Det./Att.) Detached		Roof Surface Shingles		Basement Part		Ceiling Joist		Walls <input type="checkbox"/>		
	Design (Style) 1 Story		Gutters & Dwnspts. None		Sump Pump No		Walls Block		Floor <input type="checkbox"/>		
	Existing/Proposed Existing		Window Type Double Hung		Dampness None Noted		Floor Concrete		None <input type="checkbox"/>		
	Age (Yrs.) 48		Storm/Screens Aluminum		Settlement None Noted		Outside Entry Yes		Unknown <input checked="" type="checkbox"/>		
COMMENTS	Effective Age (Yrs.) 25		Manufactured House No		Infestation None Noted						
	ROOMS		Foyer		Living		Dining		Kitchen		
	Basement										
	Level 1		1		1		1		1		
	Level 2										
	Finished area above grade contains: 4 Rooms; 1 Bedroom(s); 1 Bath(s); 1,080 Square Feet of Gross Living Area										
	INTERIOR		Materials/Condition		HEATING		KITCHEN EQUIP.		ATTIC		
	Floors Carpet/Vinyl		Type Elect		Refrigerator <input type="checkbox"/>		None <input type="checkbox"/>		Fireplace(s) # <input type="checkbox"/>		
	Walls Paneling/Drywall		Fuel Elect		Range/Oven <input type="checkbox"/>		Stairs <input checked="" type="checkbox"/>		Patio <input type="checkbox"/>		
	Trim/Finish Average		Condition Avg.		Disposal <input type="checkbox"/>		Drop Stair <input type="checkbox"/>		Deck <input type="checkbox"/>		
Bath Floor Vinyl		COOLING		Dishwasher <input type="checkbox"/>		Scuttle <input type="checkbox"/>		Porch Enclosed <input checked="" type="checkbox"/>			
Bath Wainscot Paneling		Central N/A		Fan/Hood <input type="checkbox"/>		Floor <input checked="" type="checkbox"/>		Fence <input type="checkbox"/>			
Doors Average		Other N/A		Microwave <input type="checkbox"/>		Heated <input type="checkbox"/>		Pool <input type="checkbox"/>			
Condition N/A		Washer/Dryer <input type="checkbox"/>		Finished <input type="checkbox"/>							
Additional features (special energy efficient items, etc.): The garage has a loft for storage and a canopy 12' X 16'.											
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction remodeling/additions, etc.: A properly maintained seasonal dwelling with normal wear & tear. Functional utility is below average, with small rooms and the lack of bedrooms.											
This dwelling meets functional and aesthetic expectations of purchasers in this price range and for a seasonal style home. No external depreciation is needed.											
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: There were no adverse environmental condition observed at the time of the inspection, however, there is a possibility of radon in this area. Any homes built prior to 1978 may also contain paint with a lead base.											

## Valuation Section

## UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. Borger#2

COST APPROACH	ESTIMATED SITE VALUE, (\$4000/Ac. + \$5000 Septic)-Dama. = \$		9,500	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): The Marshall & Swift Residential Cost Handbook was used to establish the replacement cost. Land values were estimated based upon the appraiser's knowledge of prior land sales in the subject neighborhood and similar neighborhoods.	
	ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:				
	Dwelling	1,080 Sq. Ft. @ \$ 40.08	= \$ 43,286		
	Bsmt. 300	Sq. Ft. @ \$ 12.79	= 3,837		
	Porch		= 2,800		
	Garage/Carport	624 Sq. Ft. @ \$ 17.72	= 11,057		
	Total Estimated Cost New		= \$ 60,980		
	Less 50 Physical	Functional	External		Est. Remaining Econ. Life: 25
	Depreciation \$30,490	\$7,623			= \$ 38,113
	Depreciated Value of Improvements				= \$ 22,867
"As-is" Value of Site Improvements			= \$ 1,500		
INDICATED VALUE BY COST APPROACH			= \$ 33,900		

SALES COMPARISON ANALYSIS	ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Route 2039		R D		Route 53		Rt 53	
	Address Grassflat		Frenchville		Mahaffey		Drifting	
	Proximity to Subject							
	Sales Price	\$ N/A	\$ 30,000		\$ 22,000		\$ 28,500	
	Price/Gross Liv. Area	\$ 0.00 / 0	\$ 20.66 / 0		\$ 13.89 / 0		\$ 28.50 / 0	
	Data and/or Verification Sources	Inspection	MLS		MLS		MLS	
		Public Records	Public Records		Public Records		Public Records	
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment	DESCRIPTION	+ (-) \$ Adjustment
	Sales or Financing		Cash		Cash		Cash	
	Concessions		None		None		None	
	Date of Sale/Time	N/A	01/07/2000		04/20/2000		06/28/2000	
	Location	Rural	Equal		Rural		Superior	
	Leasehold/Fee Simple	Fee	Fee Simple		Fee Simple		Fee Simple	
	Site	1.5 Acres	10 Acres -4,300		0.50 Acre +1,000		0.23 Acres +1,000	
	View	Average	Average		Average		Average	
	Design and Appeal	1 Story	Camp		1 1/2 Story		Seasonal	
	Quality of Construction	Fair	Equal		Equal		Equal	
	Age	48 Yrs.	1997		30 Yrs		1955	
	Condition	Fair	Average -3,000		Equal		I Equal	
	Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
	Room Count	5 4: 1: 1.00	3 2: 0		6: 3: 1.00		4: 2: 1.00	
	Gross Living Area	1,080 Sq.Ft.	1,452 Sq.Ft. -1,900		1,584 Sq.Ft. -2,500		1,000 Sq.Ft. +400	
	Basement & Finished	300 Sq.Ft.	None +1,200		None +1,200		None	
	Rooms Below Grade	Unfinished	N/A		Unfinished		N/A	
	Functional Utility	Fair	Fair		Fair		Fair	
	Heating/Cooling	Electric	Oil FWA		Oil FWA		Gas Space Heate	
	Energy Efficient Items	None	Equal		Equal		Equal	
	Garage/Carport	2 Car Garage	None +4,000		None +4,000		None +4,000	
	Porch, Patio, Deck, Fireplace(s), etc.	Porch	Equal		Equal		Equal	
	None	Woodburner -500		Woodburner -500		Woodburner -500		
Fence, Pool, etc.	None							
4700 SF Easemen	Yes	None -1,500		None -1,500		None -1,500		
Net Adj. (total)		[X] + [X] - \$ 3,500		[X] + [X] - \$ 1,700		[X] + [X] - \$ 3,400		
Adjusted Sales Price		Gross: 63.0		Gross: 48.6		Gross: 26.0		
of Comparable		Net: -11.7 \$ 26,500		Net: 7.7 \$ 23,700		Net: 11.9 \$ 31,900		

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See Attached Addendum.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	Not sold	Not Sold	Not Sold	Not Sold
Source for prior sales				
within year of appraisal				

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:  
The subject property is not currently for sale nor has it been purchased in the past 12 months.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 31,500

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ /Mo. x Gross Rent Multiplier = \$ N/A

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.  
Conditions of Appraisal: See Attached Addendum.

Final Reconciliation: The Market Approach to Value, which best reflects the actions of the buyers and sellers in the marketplace, has been given the most emphasis. The Cost and Income Approaches are not applicable in this type of assignment.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised \_\_\_\_\_).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF July 26, 2000  
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 31,500.

APPRaiser:	SUPERVISORY APPRAISER (ONLY IF REQUIRED):
Signature	Signature
Name John E. West CPE, CREA	Name
Date Report Signed August 17, 2000	Date Report Signed
State Certification # RL-000292-L	State Certification #
Or State License #	Or State License #
	<input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property

ADDENDUM

Borrower: N/A		File No.: Borger#2
Property Address: Route 2039		Case No.: <del>Before</del>
City: Grassflat	State: Pa.	Zip: 16839
Lender: Andrea F. Borger		

Site Comments

There seems to be some apparent adverse easements on the property. There are 2 power lines across the property, 1 on the front of the property and 1 on the rear portion. The property drops off on the right side, but still leaves about 200' of level yard about 400' long.

Comments on Sales Comparison

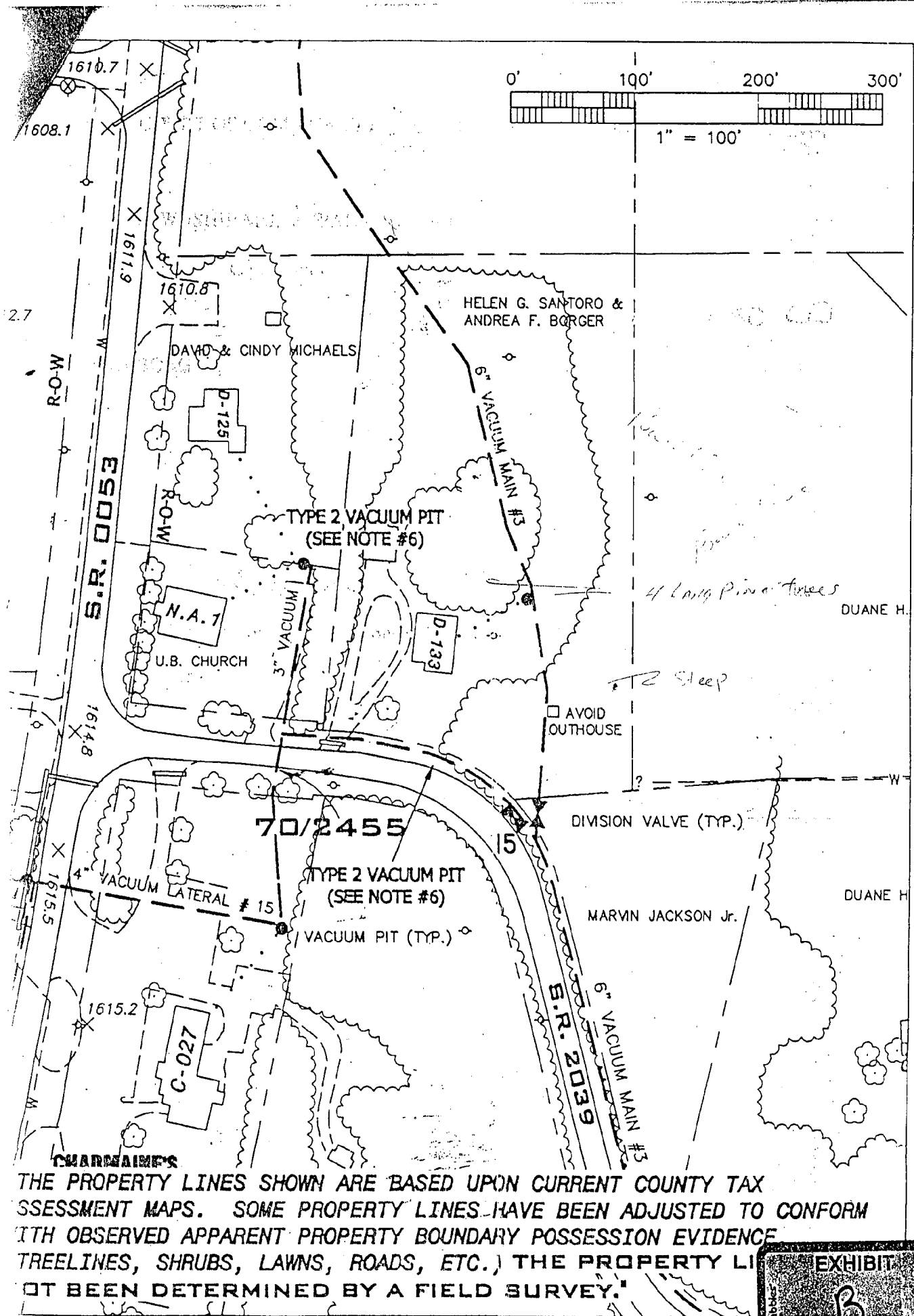
A search of the Clearfield-Jefferson MLS, public records and broker files indicated that these sales are the most recent, closest, similar, closed sales available as of the date of the appraisal. The comparables chosen are considered to be good indicators of value. After variation adjustments, a value range of \$25,200 to \$33,400 is indicated. The indicated land value for the subject in it's present condition, in my opinion, would be \$32,000.00.

The land value estimate used in the Cost Approach was estimated based upon three land sales in the Cooper Township Area.

The estimate of value after the easement resulted from this analysis: The value of the land is \$.17 per square foot. The permanent easement would be 4700 Sq. Ft. (470' X 10' Wide ).  $4700\text{ SF} \times \$ .17 = \$799.00$  + the estimated value to replace one of the pine trees @ \$200.00. This total rounded to \$1,000.00. It is my opinion that the amount of damage to the property would be: \$1,000.00. There is no evidence to establish the value of having the entire length of the yard dug up of the possible sinking problem that so often occurs after the ditch settles. I am going to estimate that this inconvenience should be compensated in the amount of \$500.00. Total damage, in my opinion, would be \$1500.00.

Condition of Appraisal Comments

This appraisal assumes competent, professional marketing with a reasonable time to sell. The purpose of this appraisal is to determine the overall damage from an easement through the property for a sewer line. The land value is being considered with full knowledge that there is a septic system on the property and large pine trees that could be effected by the easement in the planned location. The easement may not have much effect on the value of the home of any other buildings currently on the property, but could effect the value of the land for future construction and land use..



**DEFINITION OF MARKET VALUE:** 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, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) 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.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers 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.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. 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.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. 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 became 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 unapparent 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 and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser 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.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior 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, and 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; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to 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.

**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to , or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my 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.
- 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal 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 I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. 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 or individuals 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.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** Route 2039, Grassflat, Pa. 16839

**APPRAISER:**

**SUPERVISORY APPRAISER (only if required)**

Signature: \_\_\_\_\_  
Name: John E. West CPE,CREA  
Date Signed: August 17, 2000  
State Certification #: RL-000292-L  
or State License #: \_\_\_\_\_  
State: Pa  
Expiration Date of Certification or License: May 30, 2001

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_

☐ Did ☐ Did Not Inspect Property

"THE PROPERTY LINES SHOWN ARE BASED UPON CURRENT COUNTY TAX ASSESSMENT MAPS. SOME PROPERTY LINES HAVE BEEN ADJUSTED TO CONFORM WITH OBSERVED APPARENT PROPERTY BOUNDARY POSSESSION EVIDENCE. (TREELINES, SHRUBS, LAWNS, ROADS, ETC.) THE PROPERTY LINES HAVE NOT BEEN DETERMINED BY A FIELD SURVEY."

~~Travis~~  
New Line  
ADUS, #29  
DUA



(1)

*Law Office*  
DWIGHT L. KOERBER, JR.  
ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. Box 1320  
CLEARFIELD, PENNSYLVANIA 16830  
TELEPHONE (814) 765-9611  
FAX (814) 765-9503  
April 1, 1999

Mr. and Mrs. Gregg Borger  
303 South Fourth Street  
Clearfield, PA 16830

---

FOR PROFESSIONAL SERVICES DURING THE MONTH OF MARCH 1999

03/26	Meeting with client to review sewage easement issue; working on letter to Cooper Township Sewer Authority	1 hr.
03/29	Finalized letter to Cooper Township; phone call to confirm payment title	1/4 hr.
1 1/4 HOURS @ \$100.00 PER HOUR		\$125.00
REIMBURSABLE EXPENSES		
	Postage	1.43
	Photocopies ea. @.15¢10	<u>1.50</u>
		2.93
AMOUNT DUE		\$127.93

Please remit to:

"Dwight L. Koerber, Jr., Attorney-at-Law"

pd check # 4617 93  
127.93  
4-21-99  
EXHIBIT "3"

GREGG M. BORGER 9-90  
ANDREA F. BORGER  
303 S. 4TH ST. PH. 814-765-1161  
CLEARFIELD, PA 16830

60-629/313  
12337641

4617

DATE 4-21-99

PAY TO THE  
ORDER OF

*Dwight L. Koerber Jr. Attorney*  
*One hundred twenty seven + 93/100*

\$127.93

DOLLARS

Security features  
reduce  
losses on back.



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

MEMO *Sewage*  
*Attorney services*

*Andrea F. Borger* MP

⑆031306294⑆ 1 2 33764 1 4617 ⑈0000012793⑈

SAFETY PAPER

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

The security features, listed below, as well as those not listed, exceed industry guidelines.

Security Features:

- Microprint Signature Line
- Chemical Protection
- Security Screen

Results:

- Small print in signature line appears as dotted line when photocopied.
- Stains or spots appear with chemical alteration.
- White mark appears when erased.
- Appearance of "Normal Document" on back of check.

ONE HUNDRED TWENTY SEVEN AND 93/100 DOLLARS  
CLEARFIELD, PA 16830

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

ENDORSE HERE  
DWIGHT L. KOERBER, JR.  
ATTORNEY AT LAW  
For Deposit Only to Account 1-51365-4  
COUNTY NATIONAL BANK  
031306278  
PH: 814-765-1513

2

LAW OFFICE  
DWIGHT L. KOERBER, JR.  
ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830  
TELEPHONE (814) 765-9611  
FAX (814) 765-9503

August 1, 1999

Mr. and Mrs. Gregg Borger  
303 South Fourth Street  
Clearfield, PA 16830

---

FOR PROFESSIONAL SERVICES DURING THE MONTH OF JULY 1999

07/09	Letter re: response of Wilson Fisher	1/4 hr.
07/16	Phone conference with Wilson Fisher and letter re: Cooper Township	1/4 hr.
07/26	Phone conference with Wilson Fisher and letter	1/4 hr.
3/4 HOURS @ \$100.00 PER HOUR		\$75.00

REIMBURSABLE EXPENSES

Postage	1.21	
Photocopies ea. @.15¢7	<u>1.05</u>	<u>2.26</u>

AMOUNT DUE \$77.26

Please remit to:  
Dwight L. Koerber, Jr.  
Attorney-at-Law

Pd 77.26  
8-12-99  
4767

GREGG M. BORGER 9-90  
ANDREA F. BORGER  
303 S. 4TH ST. PH. 814-765-1161  
CLEARFIELD, PA 16830

60-629/313  
12337641

4767

DATE 8-12-99

PAY TO THE  
ORDER OF

Dwight L. Koerber  
Seventy seven <sup>26</sup>/<sub>100</sub>

\$ 77.26

DOLLARS

Security features  
indicated  
inside on back.



Main Office:  
11 North 2nd Street  
Clearfield, PA 16830

MEMO

Andrew F. Borger MP

⑆031306294⑆ 1 2 33764 ⑈ 4767 ⑈0000007726⑈

SAFETY PAPER

ENDORSE HERE

DWIGHT L. KOERBER, JR.  
ATTORNEY AT LAW  
For Deposit Only to Account 1-51365-4  
COUNTY NATIONAL BANK  
PH: 814-765-1513  
031306278

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

This security features list below as well as those  
not listed, excepting individual guidelines.  
Security Features:  
MicroPrint Signature Line  
Chemical Protection  
Erase Protection  
Security Screen  
Results in document alteration:  
Smear the in signature line appears  
as dotted line than photocopied.  
Stained spots appear with  
chemical alterations when erased  
White mark appears when erased  
Absence of "Original Document"  
verbiage at top of check. RS-1

LAW OFFICES  
OF  
DWIGHT L. KOERBER, JR.

Dwight L. Koerber, Jr.  
Cynthia B. Stewart

Attorneys at Law  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830

Telephone (814) 765-9611  
Facsimile (814) 765-9503

September 1, 1999

Mr. and Mrs. Gregg Borger  
303 South Fourth Street  
Clearfield, PA 16830

FOR PROFESSIONAL SERVICES DURING THE MONTH OF AUG.-SEPT 13, 1999

08/06 Office meeting with Greg & Andrea re: Cooper Twp. 3/4 hr

09/02 [REDACTED] 1 hr.

1 3/4 HOURS @ \$110.00 PER HOUR \$192.50

[REDACTED] \$80.00

AMOUNT DUE \$272.50

Please remit to:  
Dwight L. Koerber, Jr.  
Attorney-at-Law

only 3/4 hr.  
\$ 82.50

pd. 9-27-99  
check # 4848

GREGG M. BORGER 9-90  
ANDREA F. BORGER  
303 S. 4TH ST. PH. 814-765-1161  
CLEARFIELD, PA 16830

60-629/313  
12337641

4828

DATE 9-27-99

PAY TO THE  
ORDER OF

Dwight L. Koerber Jr.

\$272.50

Two hundred seventy two <sup>50</sup>/<sub>100</sub>

DOLLARS



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

MEMO

Cooper tips & Reed

Andrea F. Borger

MP

⑆031306294⑆ 1 2 33764 1 4828

⑈0000022250⑈

SAFETY PAPER

Security Features:  
Microprint Signature Line  
Chemical Protection  
Erasable Protection  
Security Screen  
The security features listed below, as well as those not listed, exceed industry guidelines.  
Result of document alteration:  
• Smudges, stains or spots appear in the area of alteration.  
• Chemical alteration: White mark appears when erased.  
• White mark appears when erased.  
• Alteration of Original Document: Yellowed, torn, or cracked.

FEDERAL RESERVE BOARD OF GOVERNORS, WASHINGTON, D.C.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

PH: 814-765-1513

ENDORSE HERE  
DWIGHT L. KOERBER, JR.  
ATTORNEY AT LAW  
For Deposit Only To Account 1-51365-4  
COUNTY NATIONAL BANK  
031306278

4

**LAW OFFICES  
OF  
DWIGHT L. KOERBER, JR.**

Dwight L. Koerber, Jr.  
Cynthia B. Stewart

Attorneys at Law  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830

Telephone (814) 765-9611  
Facsimile (814) 765-9503

February 1, 2000

Mr. and Mrs. Gregg Borger  
303 South Fourth Street  
Clearfield, PA 16830

---

**FOR PROFESSIONAL SERVICES RENDERED DURING JANUARY 2000**

01/24	Phone conference with Wilson Fisher re: update	1/4 hr.
01/27	Office meeting with client reviewing issues; working on letter to Wilson Fisher	3/4 hr.
01/28	Review and revision of letter to Wilson Fisher	1/4 hr.
1 1/4 HOUR(S) @ \$110.00 PER HOUR		\$137.50

**REIMBURSABLE EXPENSES**

Postage	1.10	
Photocopies ea. @.15¢8	<u>1.20</u>	<u>2.30</u>

**AMOUNT DUE** **\$139.80**

Please remit to:  
Dwight L. Koerber, Jr.  
Attorney-at-Law

pd 139.80  
check 5011  
2-19-00

GREGG M. BORGER 9-90  
ANDREA F. BORGER  
303 S. 4TH ST. PH. 814-765-1161  
CLEARFIELD, PA 16830

60-629/313  
12337641

5011

DATE 2-19-00

PAY TO THE  
ORDER OF

Dwight L. Koerber Jr.  
One hundred thirty nine

\$ 139.80

DOLLARS



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

MEMO

Andrea F. Borger

+ 0313062941

1 2 33764

5011

00000013980

SAFETY PAPER

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

**1** The security features listed below, as well as those not listed, exceed industry guidelines.  
Security Features:  
Microprint Signature Line  
Chemical Protection  
Erasable Protection  
Security Screen  
Reprints of document alteration:  
Scribble type in signature line appears as dotted line when photocopied.  
Stains or spots appear with chemical alteration.  
A mark appears when erased.  
The word "Original Document" appears on back of check.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

ENDORSE HERE  
DWIGHT L. KOERBER, JR.  
ATTORNEY AT LAW  
For Deposit Only  
To Account 1-51365-4  
COUNTY NATIONAL BANK  
031306278  
PH. 814-765-1513



5

LAW OFFICES  
OF  
DWIGHT L. KOERBER, JR.

Attorneys at Law  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830

Dwight L. Koerber, Jr.  
Cynthia B. Stewart

Telephone (814) 765-9611  
Facsimile (814) 765-9503

July 1, 2000

Mr. and Mrs. Gregg Borger  
303 South Fourth Street  
Clearfield, PA 16830

---

FOR PROFESSIONAL SERVICES RENDERED DURING JUNE 2000

Services rendered by Dwight L. Koerber, Jr., Esquire:

06/29 Meeting with client re: eminent domain 1/4 hr.

1/4 HOUR(S) @ \$110.00 PER HOUR \$27.50

Please remit to:  
Dwight L. Koerber, Jr.  
Attorney-at-Law

GREGG M. BORGER 9-90  
ANDREA F. BORGER  
303 S. 4TH ST. PH. 814-765-1161  
CLEARFIELD, PA 16830

60-629/313  
12337641

5201

DATE 7-14-00

PAY TO THE  
ORDER OF

Dwight L. Koerber Jr.  
Twenty seven & 5/100

\$ 27.50

DOLLARS

Security features  
included.  
Details on back.



Main Office  
11 North 2nd Street  
Clearfield, PA 16830

MEMO

Andrew L. Borger MP

⑆031306294⑆ 1 2 33764 1⑈ 5201 ⑈0000002750⑈

SAFETY PAPER

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features:

- Microprint: Fine, repeating pattern of document alterations.
- Watermark: Visible in signature line, appears as dotted line when photocopied.
- Chemical Protection: Spots or smudges appear with chemical alteration.
- Security Screen: Mark appears when erased.
- Verification: Mark appears when erased.
- Verification: Mark appears when erased.

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC.

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR FINANCIAL INSTITUTION USE \*

ENDORSE DWIGHT L. KOERBER, JR.  
ATTORNEY AT LAW  
For Deposit Only  
To Account 1-51365-4  
COUNTY NATIONAL BANK  
031306278  
PH. 814-765-1513

U.S. POSTAL SERVICE		<b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR POSTAGE.			
Receiver	<b>RICK MATTERN</b> <b>ATTORNEY AT LAW</b> <b>211 EAST PINE STREET</b> <b>CLEARFIELD, PA 16830</b>		
One piece of ordinary mail addressed to:			
<i>Andrea Bergen</i> <i>303 4th Street</i> <i>Clearfield PA 16830</i>			

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

COOPER TOWNSHIP  
MUNICIPAL AUTHORITY,

Condemnor

vs.

No. 00-650-CD

ANDREA BORGER,

Condemnee

**NOTICE OF VIEW AND HEARING**

You are hereby notified that J. Richard Mattern, II, Esquire, Samuel B. Yost and Evo Facchine, Board of Viewers in the above captioned matter, will hold a view on Friday, December 15, 2000, at or about 10:00 A.M. at the subject premises located in Cooper Township, Clearfield County, Pennsylvania.

You are further notified that there will be a hearing in this matter at the Cooper Township Municipal Authority Building in Winburne, Pennsylvania, 16879, on Tuesday, December 19, 2000, commencing at approximately 10:00 A.M.

J. RICHARD MATTERN, II, ESQUIRE  
Attorney ID# 06817  
CHAIRMAN, BOARD OF VIEWERS  
211 East Pine Street  
Clearfield, Pa., 16830  
(814) 765-6416

Date: November 22, 2000

Exhibit A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

COOPER TOWNSHIP  
MUNICIPAL AUTHORITY,

Condemnor

vs.

No. 00-650-CD

ANDREA BORGER,

Condemnee

TO: Attorney for Condemnor – Cooper Township Municipal Authority  
Charles A. Schneider, Esq.  
Mazza, Schneider, Arbuckle & Bascom  
1315 South Allen Street, Suite 302  
State College, Pa., 16801

Condemnee(s) or Condemnee(s) Attorney:

**Andrea Borger**  
**303 4<sup>th</sup> Street**  
**Clearfield, PA 16830**

**NOTICE OF INTENTION TO FILE REPORT**

The Board of Viewers in the above captioned matter shall file their Report on  
January 26, 2001.

A copy of said Report is being served on counsel for the Cooper Township  
Municipal Authority, and a copy is being served on you as Condemnee(s) or as  
Condemnee(s) attorney to the proceeding in accordance with P.S. §1-513.

You are hereby notified that the Report of Viewers in this matter shall become  
final unless an appeal is filed within thirty (30) days from the date the Report is filed.

BOARD OF VIEWERS

BY

J. Richard Mattern, II, Chairman

Ex B

FILED

01/03/2007  
JAN 26 2007

William A. Shaw  
Prothonotary

NO  
cc

if

00-650-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

IN RE:

COOPER TOWNSHIP  
MUNICIPAL AUTHORITY,  
Condemnee  
36 CONDEMNATION CASES  
CASE LIST ATTACHED -  
EXHIBIT A

\*  
\*  
\*  
\*

Misc. 11 page 475  
No. 2001-CD

**ORDER**

AND NOW, this 26 day of January, 2001, the Court acknowledges the filing of 36 Reports by the Board of Viewers, together with the attached Board of Viewers Schedule of Costs and Orders that the Cooper Township Municipal Authority of Winburne, Pa., pay for the services rendered and costs incurred in the above cases the sum of One Thousand Nine Dollars and Fifty-Six Cents (\$1,009.56) to Samuel B. Yost, the sum of One Thousand One Hundred Eighty-Five Dollars (\$1,185.00) to Evo G. Facchine and the sum of Three Thousand Ninety-Nine Dollars and Ninety Cents (\$3,099.90) to J. Richard Mattern II, Esq., directly to the Board of Viewers at the addresses noted.

BY THE COURT,

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

/s/JOHN K. REILLY, JR.

JAN 26 2001

JOHN K. REILLY, JR.  
PRESIDENT JUDGE

Attest:

*William L. Shaw*  
Prothonotary

28