

05-1143-CD  
Shiela M. Spuck et vs Kenneth A.  
Sherwood et

Shiela Spuck et al vs Kenneth Sherwood  
2005-1143-CD

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

SHIELA M. SPUCK and DAWN E.  
SPUCK,

Plaintiffs,

vs.

KENNETH A. SHERWOOD and  
CAROLEN SHERWOOD,

Defendants.

) NO. 05 - 1143 C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading: COMPLAINT  
)  
) Filed on Behalf of:  
) Plaintiffs  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III, ESQ.  
) Supreme Court no. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (814) 371-2730

**A JURY TRIAL IS DEMANDED**

FILED 2 cc  
01/11:2730 Amy Blakley  
AUG 05 2005 cm  
Atty fee 85.00  
William A. Shaw  
Prothonotary/Clerk of Courts

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

SHIELA M. SPUCK and DAWN E. SPUCK,	)	NO. 05 -	- C.D.
	)		
Plaintiffs,	)		
	)		
vs.	)		
	)		
KENNETH A. SHERWOOD and CAROLEN SHERWOOD,	)		
	)		
Defendants.	)		

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT IS SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT REQUESTED BY PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David S. Meholic,  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

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

SHIELA M. SPUCK and DAWN E. SPUCK,	)	NO. 05 -	- C.D.
	)		
Plaintiffs,	)		
	)		
vs.	)		
	)		
KENNETH A. SHERWOOD and CAROLEN SHERWOOD,	)		
	)		
Defendants.	)		

**COMPLAINT**

AND NOW come Plaintiffs, **SHIELA M. SPUCK and DAWN E. SPUCK**, by and through their attorneys, **BLAKLEY & JONES**, and file the following Complaint against the Defendants, **KENNETH A. SHERWOOD and CAROLEN SHERWOOD**, of which the following is a statement:

1. Plaintiffs, **SHIELA M. SPUCK and DAWN E. SPUCK**, are adult individuals residing at 182 Spuck Road, DuBois, Clearfield County, Pennsylvania.
2. Defendants, **KENNETH A. SHERWOOD and CAROLEN SHERWOOD**, are husband and wife residing at RD 2, Box 177, DuBois, Clearfield County, Pennsylvania.
3. At all times material hereto, the Plaintiffs and Defendants were parties to an Installment Sales Contract (Mortgage Contract) dated April 4, 2002, and recorded in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200408215, concerning real

property located in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

ALL that certain tract or piece of land situate in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point located North  $88^{\circ} 10'$  East, 140 feet from the Southwest corner of a piece of land deeded to Nellie M. Cloud and recorded in the Recorder's Office of Clearfield County in Deed Book 228, Page 263; thence North  $55^{\circ} 15'$  East, 530.1 feet to a corner; thence South  $34^{\circ} 45'$  East, 187.5 feet to a corner; thence South  $57^{\circ} 12'$  West, 254.2 feet to a corner; thence South  $88^{\circ} 10'$  West, 328.8 feet to a corner and place of beginning. Containing 1.63 acres of land, more or less.

EXCEPTING AND RESERVING all of the gas and oil underlying said land as the same has been excepted and reserved in prior deeds.

BEING the same premises conveyed to the Grantor herein by Deed of Madeline E. Catalano and Robert J. Lilly dated the 24th day of July, 1989, as recorded in Deed Book Volume 1322, Page 521.

A copy of said Mortgage Contract is attached hereto and marked Exhibit "A."

4. By Installment Sales Contract (Mortgage Contract) dated April 4, 2002, the Defendants did agree to sell to the Plaintiffs, who agreed to purchase, the above-described real property under the terms and conditions as set forth in said Contract.

## **I. BREACH OF WARRANTY**

5. At the time of the entry into the Installment Sales Contract, the Defendants did represent to the Plaintiffs that the subject property had a properly functioning and correct on-lot sewage system consisting of a 1,000 gallon septic tank and leach bed.

6. The Plaintiffs, relying on the representations of the Defendants, did enter into the Installment Sales Contract (Mortgage Contract) dated April 4, 2002.

7. At the time of their representations of the condition and capacity of the said on-lot septic system to the Plaintiffs, the Defendants knew or had reason to know that their statements were incorrect and that, in fact, the on-lot sewage system was served by a 500 gallon minimum septic system with no leach bed, but with a drainage pipe leading from the subject property under Pennsylvania Route 255 and thereafter draining onto the surface of real property located adjacent to the subject real property and across Pennsylvania Route 255.

8. On or about March 10, 2005, the Plaintiffs did enter into a sales agreement with Delbert McCullough and Amy McCullough of Penfield, Huston Township, Clearfield County, Pennsylvania (hereinafter referred to as "Buyers"). A copy of said Agreement of Sale is attached hereto and marked Exhibit "B."

9. As a condition of the sale of the real property, Buyers did conduct an on-site sewage inspection.

10. The said real property was subsequently inspected by Mid-State Inspection Service, Inc., and as a result of said inspection, the said property was found to fail to meet the

standards of a properly functioning septic system. The report of Mid-State Inspection Services, Inc. is attached hereto and made a part hereof and marked Exhibit "C."

11. The in order to bring the septic system located on the subject property to the standards of a properly functioning septic system so as to permit the sale of the aforesaid real property, the Plaintiffs were required to construct a pressure-dosed elevated sand mound system and to install a 1,000 gallon septic tank upon the subject real property, for which the Plaintiffs incurred the following expenses:

a.	Mid-State Inspection Services, Inc. for inspection of premises	\$ 180.00
b.	Latosky Inspection Company for dye test of new system	75.00
c.	Purchase of septic permit, Huston Township, Clearfield County, Pennsylvania	275.00
d.	James M. Wischuck for preparation of design for new system	195.00
e.	J. M. Delullo for sand delivery	2,332.00
f.	Cowdersport Precast, Inc., Brockport Yard, for 1,000 gallon septic tank	1,083.32
g.	Gertz Electric	62.37
h.	J. A. Kolhepp & Sons for cement and access fittings	17.03
i.	Catalone's Pipe & Supply for piping and related equipment	1,993.02
j.	Mike's Excavation Services	4,105.00
k.	North Star Aggregates, Inc.	7,241.34
l.	Caliari Concrete for 210 tons of dirt	5,880.00
m.	Frans B. Johnson, III, for backhoe and labor	1,365.00
n.	52 bales of hay	104.00
<b>Total Expended by Plaintiffs</b>		<b>\$ 24,908.08</b>

Copies of invoices for services received by the Plaintiffs for the aforesaid services are attached hereto and marked as Exhibits "D" through "P."

12. As a result of the breach of the Defendants' warranty to the Plaintiffs as to the type and quality of the septic system on the subject property, the Defendants Plaintiffs have been forced to expend the above amounts in order to bring the septic system into compliance with the requirements of the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiffs demand judgment against Defendants in the amount of \$24,908.08, plus interest and costs of suit.

## **II. FRAUD - INTENTIONAL MISREPRESENTATION**

13. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 12 of this Complaint as if the same were fully set forth herein.

14. At the time of their representations to the Plaintiffs of the type and quality of the septic system existing on the subject real property at the time of the sale of the real property to the Plaintiffs in April of 2002, the Defendants knew or had reason to know that the septic system located upon the real property did not meet the standards of a properly functioning septic system and that the real property was not serviced by a 1,000 gallon septic tank placed in a properly functioning leach bed.

15. The actions of the Defendants in intentionally misrepresenting the type and quality of the septic system located on the subject real property at the time of their sale of the real property to the Plaintiffs constitutes fraud upon the Plaintiffs.

16. The Plaintiffs did not know, nor did they have reason to know, of the fraudulent nature of the Defendants misrepresentations to the Plaintiffs until the subject property was tested

and inspected pursuant to the Installment Sales Contract (Mortgage Contract) between the Plaintiffs and Delbert McCullough, et ux.

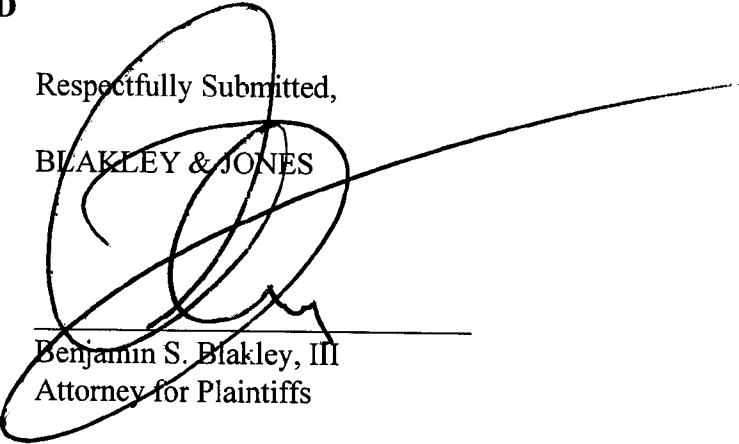
17. As a result of the fraudulent misrepresentations of the Defendants as to the type and quality of the septic system located on the subject real property, the Plaintiffs have been forced to expend the amount of \$24,908.08 in order to bring the septic system into compliance with requirements of the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiffs demand judgment against the Defendants in the amount of \$24,908.08 , together with interest and costs of suit.

**A JURY TRIAL IS DEMANDED**

Respectfully Submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III  
Attorney for Plaintiffs

**VERIFICATION**

We, **SHIELA M. SPUCK** and **DAWN E. SPUCK**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of our knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 7-1-05

  
**SHIELA M. SPUCK**

Dated: 7-1-05

  
**DAWN E. SPUCK**

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy**

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

DAWN E SPUCK  
2445 KILMER RD  
DUBOIS, PA 15801

Instrument Number - 200408215

Recorded On 5/24/2004 At 10:37:35 AM

\* Instrument Type - SALE AGREEMENT

\* Total Pages - 8

Invoice Number - 111276

\* Mortgagor - SHERWOOD, KENNETH A

\* Mortgagee - SPUCK, SHIELA M

\* Customer - SPUCK, DAWN E

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$19.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$34.50

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



*Karen L. Starck*

**Karen L. Starck  
Recorder of Deeds**

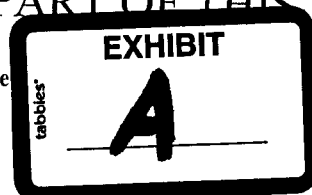
**THIS IS A CERTIFICATION PAGE**

**Do Not Detach**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

\* - Information denoted by an asterisk may change

and may not be reflected on this page.



## **MORTGAGE CONTRACT**

**This is a mortgage contract between Kenneth A. Sherwood and Carolen Sherwood, husband and wife also henceforth known as the sellers and Shiela M. Spuck and Dawn E. Spuck also henceforth known as the buyers. All addresses of all parties are at the end of this contract. Please print and sign legibly.**

**This mortgage is for the land of 1.63 acres m/l and building and contents (addendums attached for contents and amortization schedule). The original Deed between the Sherwoods' and Madeline E. Catalano is in the courthouse of Clearfield County, PA in the Office for Recording of Deeds, etc. in Deed & Records Book No. volume 1385 page 284 or page 287 (discrepancy of page no. on deed).**

**New deed is Book No. or Volume \_\_\_\_\_ and page \_\_\_\_\_.**

**The selling price is \$65,000.00 at 8% interest for ten years with a total payment of principal and interest of \$94,658.40 beginning on May 1, 2002 payments of \$788.82 per month. There is no down payment. There is a 10% penalty charged by seller to buyer on the 16<sup>th</sup> day after due date of the 1<sup>st</sup> of the month. If payment is not received by the 1<sup>st</sup> day of the second month, then the property and contents revert back to the sellers.**

**The balance can be paid off at any time before the ten year contract expires. If a lump sum principal payment is given to the sellers then the remaining principal balance is to be refinanced at the same interest rate in the remainder of the ten years. This would lower the payments.**

**Fire and liability insurances will be carried at all times by the buyers. Fire insurance first benefits to the sellers and then the balance to the buyers.**

**In the event of the death of either Kenneth or Carolen Sherwood, the mortgage contract payments goes to the survivor. In the event that both are deceased this mortgage is then carried by their children, Kenneth Sherwood II and Carol L. Smith.**

**In case of default, the cost of the deed transfer will be the responsibility of the buyers.**

**The buyer agrees not to sell greenhouse products including produce, shrubs, flowers, etc. without the written permission of the sellers. This will be for the duration of the lifetime of Kenneth and Carolen Sherwood, not their children.**

The buyer's responsibility for the upkeep of the building and machinery in good or better condition as when purchased.

**Certificate of Residence**

I hereby certify, that the precise residence of the grantee(s) herein as follows:  
RD 2 Box 176 DuBois, PA 15801

Commonwealth of Pennsylvania, County of Clearfield.

On this, the day 4<sup>th</sup> day of April, 2002, before me.  
A Notary Public, the undersigned officer, personally appeared

Kenneth A. Sherwood

Kenneth A. Sherwood

Carolyn Sherwood

Carolyn Sherwood

Shiela M. Spuck

Shiela M Spuck

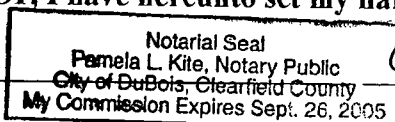
Dawn E. Spuck

Dawn E. Spuck

Known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My commission Expires



Member, Pennsylvania Association of Notaries

Pamela L. Kite



Provide a scaled layout drawing of all equipment in the kitchen, serving area, and dining area. Complete the following list of equipment and submit with your plans. All equipment is to meet National Sanitation Foundation specifications (NSF). Provide separate information on hood canopy filter-fan system.

Item No.	Type of Equipment	Manufacturer's Name	Model No.	Quantity
	Freezer	Whirlpool	EWV16C	1
	Water Heater	Bradford White	M40S5D-6	1
	Drink Mixers	HAMILTON Beach	936	2
	Short Order Stove	STAR	441	1
	Deep Fryer	CASTLE	JOITG	1
	Deep Fryer	STAR	215B	1
	Bun Warmer	WARWICK	4000-4	1
	Grill	CASTLE	930	1
	Freezer	Sears Coldspot	1261	1
	Refrigerator	RCA Whirlpool	EKT14DWRO	1
	Ice Cream Cooler	KALVINATOR	8DF	1 GALLON
	Beverage Dispenser	CORNELIUS	284355000	1 GALLON
	<del>UNDER COUNTER</del>	<del>SILVER KING</del>	<del>SM58-7F</del>	1
	<del>REF.</del>			
	<del>SOFT ICE CREAM</del>	<del>SERV-SEVE</del>	<del>A50110</del>	1
	<del>TABLE</del>			
	GLASS FRONT COOLER 20"	SCHAEFFER	TGL 2	1
	Pre-existing Hood & Fan	B.E. Migali		1
	INC. ANGEL FIRE EXT.			1
	48" x 30"	SS TABLE		2
	24" x 36"	SS TABLES		1
	<del>CORNER TABLE</del>			1
	EXP WALK IN FREEZER	TAFCO		1

County Parcel No. \_\_\_\_\_

**This Deed,**

MADE the 11th day of February  
in the year nineteen hundred and ninety one (1991).  
BETWEEN MADELINE E. CATALANO, a single person,

Grantor

AND KENNETH A. SHERWOOD and CAROLEN SHERWOOD, husband  
and wife, as tenants by the entireties and not as  
tenants in common,

Grantees

WITNESSETH, That in consideration of  
TWENTY FIVE THOUSAND (\$25,000.00) ----- Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees, their heirs and assigns,

ALL that certain tract or piece of land situate in Huston Township, Clearfield  
County, Pennsylvania, bounded and described as follows:

BEGINNING at a point located North 88° 10' East, 140 feet from the Southwest corner  
of a piece of land deeded to Nellie M. Cloud and recorded in the Recorder's Office  
of Clearfield County, in Deed Book 228, Page 263; thence North 55° 15' East, 530.1  
feet to a corner; thence South 34° 45' East, 187.5 feet to a corner; thence South  
57° 12' West, 254.2 feet to a corner; thence South 88° 10' West, 328.8 feet to a  
corner and place of beginning. Containing 1.63 acres of land, more or less.

EXCEPTING AND RESERVING all of the gas and oil underlying said land as the same has  
been excepted and reserved in prior deeds.

BEING the same premises conveyed to the Grantor herein by Deed of Madeline E.  
Catalano and Robert J. Lilly, dated the 24th day of July, 1989, as recorded in Deed  
Book Volume 1322, Page 521.

## NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:

*Margaret J. Pichala*

*Kenneth A. Sherwood*  
Kenneth A. Sherwood  
*Carolyn A. Sherwood*  
Carolyn Sherwood

This 11th day of February, 1991

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 253, approved September 10, 1963, as amended.)

VOL 1385 PAGE 286

AND the said grantor will GENERALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the day and year first above-written.

Sealed and delivered in the presence of

Margaret J. Rubala

Madeline E. Catalano [Seal]  
Madeline E. Catalano

[Seal]

[Seal]

[Seal]

[Seal]

[Seal]

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantees herein is as follows:  
R. D. 2, Box 177, DuBois, PA 15801

[Signature]  
Attorney or Agent for Grantee

Commonwealth of Pennsylvania

County of Clearfield

ss.

On this, the 11th day of February, 1991, before me, a Notary Public, the undersigned officer, personally appeared Madeline E. Catalano, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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



My Commission Expires

Notary Public  
Clearfield County  
My Commission Expires Oct. 31, 1994  
National Notary Association of Notaries

Margaret J. Rubala

State of \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }

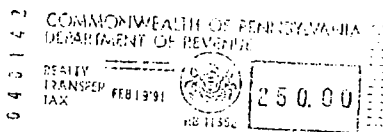
VOL 1385 PAGE 287

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me  
the undersigned officer, personally appeared  
known to me (or satisfactorily proven) to be the person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within  
instrument, and acknowledged that \_\_\_\_\_ executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires \_\_\_\_\_



CLEARFIELD COUNTY  
ENTERED OF RECORD 2-19-91  
TIME 12:31 PM  
BY David P. King  
FEES 13.50  
Michael R. Lytle, Recorder

Commonwealth of Pennsylvania

County of Clearfield } ss.

RECORDED in the Office for Recording of Deeds, etc., in and for the said  
County, in Deed Book No. 1385, Page 284

WITNESS my hand and official seal this 19 day of Feb., 1991

Michael R. Lytle  
Recorder of Deeds

DUBOIS AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

My Commission Expires  
First Monday in January, 1992

AMOUNT 250.00  
AID 2-19-91 DATE

Deed

WARRANTY DEED  
The Platenhorn Co., Williamsport, Pa.

MADELINE E. CATALANO, a single  
person

TO

KENNETH A. SHERWOOD and CAROLEN  
SHERWOOD, husband and wife

Dated .....

For .....

Consideration .....

Recorded .....

Entered for Record in the Recorder's

Office of .....

County, the .....

day of .....

19 .....

Tax, \$

Fees, \$

Recorder

DAVID P. KING  
ATTORNEY AT LAW  
23 BEAVER DRIVE  
P.O. BOX 1016  
DUBOIS, PA. 15801

Entered of Record Feb. 19 19 91, 12:31 PM Michael R. Lytle, Recorder

Dubois Tax 250.00

## **MORTGAGE CONTRACT**

**This is a mortgage contract between Kenneth A. Sherwood and Carolen Sherwood, husband and wife also henceforth known as the sellers and Shiela M. Spuck and Dawn E. Spuck also henceforth known as the buyers. All addresses of all parties are at the end of this contract. Please print and sign legibly.**

**This mortgage is for the land of 1.63 acres m/l and building and contents (addendums attached for contents and amortization schedule). The original Deed between the Sherwoods' and Madeline E. Catalano is in the courthouse of Clearfield County, PA in the Office for Recording of Deeds, etc. in Deed & Records Book No. volume 1385 page 284 or page 287 (discrepancy of page no. on deed).**

**New deed is Book No. or Volume \_\_\_\_\_ and page \_\_\_\_\_.**

**The selling price is \$65,000.00 at 8% interest for ten years with a total payment of principal and interest of \$94,658.40 beginning on May 1, 2002 payments of \$788.82 per month. There is no down payment. There is a 10% penalty charged by seller to buyer on the 16<sup>th</sup> day after due date of the 1<sup>st</sup> of the month. If payment is not received by the 1<sup>st</sup> day of the second month, then the property and contents revert back to the sellers.**

**The balance can be paid off at any time before the ten year contract expires. If a lump sum principal payment is given to the sellers then the remaining principal balance is to be refinanced at the same interest rate in the remainder of the ten years. This would lower the payments.**

**Fire and liability insurances will be carried at all times by the buyers. Fire insurance first benefits to the sellers and then the balance to the buyers.**

**In the event of the death of either Kenneth or Carolen Sherwood, the mortgage contract payments goes to the survivor. In the event that both are deceased this mortgage is then carried by their children, Kenneth Sherwood II and Carol L. Smith.**

**In case of default, the cost of the deed transfer will be the responsibility of the buyers.**

**The buyer agrees not to sell greenhouse products including produce, shrubs, flowers, etc. without the written permission of the sellers. This will be for the duration of the lifetime of Kenneth and Carolen Sherwood, not their children.**

The buyer's responsibility for the upkeep of the building and machinery in good or better condition as when purchased.

**Certificate of Residence**

I hereby certify, that the precise residence of the grantee(s) herein as follows:  
RD 2 Box 176 DuBois, PA 15801

Commonwealth of Pennsylvania, County of Clearfield.

On this, the day 4<sup>th</sup> day of April, 2002, before me.  
A Notary Public, the undersigned officer, personally appeared

Kenneth A. Sherwood

Kenneth A. Sherwood

Carolyn Sherwood

Carolyn Sherwood

Shiela M. Spuck

Shiela M Spuck

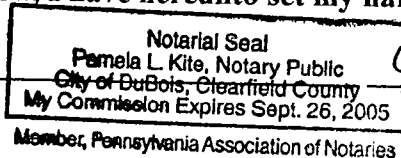
Dawn E. Spuck

Dawn E. Spuck

Known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

My commission Expires



Pamela L. Kite

Provide a scaled layout drawing of all equipment in the kitchen, serving area, and dining area. Complete the following list of equipment and submit with your plans. All equipment is to meet National Sanitation Foundation specifications (NSF). Provide separate information on hood canopy filter-fan system.

Item No.	Type of Equipment	Manufacturer's Name	Model No.	Quantity
	Freezer	Whirlpool	ENV16C	1
	Water Heater	Bradford White	M40S5D-6	1
	Drink Mixers	HAMILTON Beach	936	2
	Short Order Stove	STAR	441	1
	Deep Fryer	CASTLE	JO1TG	1
	Deep Fryer	STAR	215B	1
	Bun Warmer	WARWICK	4000-4	1
	Grill	CASTLE	930	1
	Freezer	SEARS Coldspot	1261	1
	Refrigerator	RCA Whirlpool	EKT14DWRO	1
	Ice Cream Cooler	KALVINATOR	8DF	1 GAL 2 1/2
	Beverage Dispenser	CORNELIUS	284355000	1 200A
	Under Counter Refrig.	SILVER KING	SHSB-7F	1
	Soft Ice Cream Machine	SANI-SERVE	A50110	1
	Glass Front Cooler 20A	SCHAFFER	TGL 2	1
	Pre-existing Hood & Fan	B.E. Migali		1
	INC. ANSEL FIRE EXT.			1
	48X30	SS TABLE		2
	24X36	SS TABLES		1
	COFFEE MAKER			1
	GAS WALHIN FREEZER	TAFCO		1

# AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

A/S-C

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

**SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER**

BROKER (Company) COLDWELL BANKER DEVELOPMENT PHONE 814-375-1167  
 ADDRESS 998 BEAVER DRIVE DUBOIS, PA 15801 FAX 814-375-9842  
 BROKER IS THE AGENT FOR SELLER. Designated Agent(s) for Seller, if applicable:  
 OR  
 Broker is NOT the Agent for Seller and is a/an: ☐ AGENT FOR BUYER ☐ TRANSACTION LICENSEE

**BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER**

BROKER (Company) COLDWELL BANKER DEVELOPMENT PHONE 814-375-1167  
 ADDRESS 998 BEAVER DRIVE DUBOIS, PA 15801 FAX 814-375-9842  
 BROKER IS THE AGENT FOR BUYER. Designated Agent(s) for Buyer, if applicable:  
 OR  
 Broker is NOT the Agent for Buyer and is a/an: ☐ AGENT FOR SELLER ☐ SUBAGENT FOR SELLER ☐ TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licenses are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated MARCH 10, 2005 is between  
 SELLER(S): SAIGLA M. SAUCK DOUGLAS A  
DAWN E. SAUCK DAVID R  
 BUYER(S): DEBBERT C L AND AMY MC CUNHAUGH, called "Seller," and  
1320 HICKORY ROAD  
PANFID, PA 15849, called "Buyer."
2. PROPERTY. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:  
 ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:  
MAP# E03-000-013.2, D.B. INST # 200408215  
1.63 ACRES AND A DRIVE INN RESTAURANT  
 in the TOWNSHIP of HUSTON County of CLAREFID  
 Commonwealth of Pennsylvania, Zip Code \_\_\_\_\_  
 Identification (e.g., Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date)  
MAP# E03-000-013.2, D.B. INST # 200408215
3. TERMS (10-01)  
 (A) Purchase Price SEVENTY FIVE THOUSAND U.S. Dollars  
 which will be paid to Seller by Buyer as follows:  
 (1) Cash or check at signing this Agreement: \$ 500.00  
 (2) Cash or check within \_\_\_\_\_ days of the execution of this Agreement: \$ \_\_\_\_\_  
 (3) \_\_\_\_\_ \$ \_\_\_\_\_  
 (4) \_\_\_\_\_ \$ \_\_\_\_\_  
 (5) Cash, cashier's or certified check at time of settlement: \$ 74,500.00  
 TOTAL \$ 75,000.00
- (B) Deposits paid on account of purchase price to be held by Broker for Seller, unless otherwise stated here: \_\_\_\_\_
- (C) Seller's written approval on or before: MARCH 11, 2005
- (D) Settlement to be on APRIL 29, 2005, or before if Buyer and Seller agree.
- (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: \_\_\_\_\_
- (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: \_\_\_\_\_
- (G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes (see Notices and Information Regarding Tax Proration); rents; interest on mortgage assumptions; condominium fees, if any; water and/or sewer fees, if any; together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: \_\_\_\_\_
- (H) Buyer shall reimburse Seller for the actual costs of any remaining heating, cooking or other fuels stored on the Property at the time of settlement, unless otherwise stated here: \_\_\_\_\_

## 4. FIXTURES & PERSONAL PROPERTY (1-00)

- (A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below.  
 Also included: ALL ITEMS ON INVENTORY LIST, PLUS TRACTOR OUTSIDE, TURNSTILE, D.S.  
IS IN THE AGREEMENT APPLIANCES IN THE APARTMENT
- (B) LEASED items: ALL ITEMS WITH PERKS LEASE ARE PROPERTY OF PERKS CO.  
GAILGEE ITEMS BELONG TO GAILGEE ICE CREAM CO.
- (C) EXCLUDED fixtures and items: 1 SMALL FREEZER

## 5. SPECIAL CLAUSES:

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

☐
☐

- (B) SPECIAL PROVISIONS (IF ANY):

BUYERS UNDERSTAND THAT SELLERS HAVE EQUITABLE TITLE  
TO REAL ESTATE AND HAVE THE RIGHT TO SELL THE PROPERTY  
PROPERTY MUST APPRAISE FOR \$75,000 OR BETTER  
PROPERTY AND CONTENTS ARE IMPROVEMENTS

Buyer Initials: DM AM

A/S-C Page 1 of 5

Seller Initials: SS DS

**Pennsylvania Association of REALTORS®**  
 The Value for Real Estate in Pennsylvania

COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2001  
 10/01

EXHIBIT

B

**6. POSSESSION (5-01)**

(A) Possession is to be delivered by deed, keys and:

1. Physical possession to vacant Property free of debris, with all structures broom clean, at day and time of settlement UNLESS otherwise stated here: \_\_\_\_\_, AND/OR
2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is leased at the execution of this Agreement or unless otherwise specified here: \_\_\_\_\_

Buyer will acknowledge existing lease(s) by initialing said lease(s) at time of signing this Agreement if Property is leased.

(B) Seller will not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without written consent of the Buyer.

**7. DATES/TIME IS OF THE ESSENCE (5-01)**

(A) The said date for settlement and all other dates and times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement.

(B) For the purposes of this Agreement, number of days will be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period.

(C) The date of settlement is not extended by any other provision of this Agreement and may only be extended by written agreement of the parties.

**8. FINANCING CONTINGENCY (5-01)**☐ WAIVED. This sale is NOT contingent on financing.☒ ELECTED

(A) This sale is contingent upon Buyer obtaining financing as follows:

1. Amount of loan \$ 56,8002. Minimum Term 20 years3. Type of loan CONVENTIONAL LOAN BASED ON ASSETS

4. Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of \_\_\_\_\_ %.

(B) Within 10 days of the execution of this Agreement, Buyer will make a completed, written application to a responsible lender according to the terms above. The Broker for Buyer, if any, otherwise the Broker for Seller, is authorized to communicate with the lender for the purposes of assisting in the loan process.

(C) 1. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller.

2. Financing commitment date MARCH 31, 05. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. Buyer will be responsible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.**9. ZONING CLASSIFICATION (5-01)**

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

Zoning Classification: NONE**10. ZONING CONTINGENCY (5-01)**☒ WAIVED☐ ELECTED. Within \_\_\_\_\_ days of the execution of this Agreement by all parties, Buyer will verify that the proposed use of the Property as \_\_\_\_\_ is permitted. In the event the proposed use is not permitted, Buyer will, within the time given for verification, notify Seller in writing that the proposed use of the Property is not permitted and Buyer will (check only one):☐ Option 1. Within the time for verifying the zoning classification, notify Seller, in writing, of Buyer's decision of proceed with the purchase of the Property or terminate the Agreement. Should Buyer elect to terminate the Agreement all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID. Failure of Buyer to provide written notice of Buyer's decision will constitute a WAIVER of this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.☐ Option 2. Make application for approval (or variance/non-conforming use/conditional use/special exception) from \_\_\_\_\_ (municipality) to use the Property as \_\_\_\_\_ (proposed use).

(A) Such application will be made on or before \_\_\_\_\_

(B) Buyer will pay for applications, legal fees, engineering and any other cost associated with obtaining approval.

(C) If the municipality requires the application to be signed by the current owner, Seller agrees to do so.

(D) If a final, unappealable approval is not obtained by \_\_\_\_\_, all deposit monies paid on account of purchase price will be returned promptly to Buyer and this Agreement will be VOID.

**11. STATUS OF WATER (5-01)**

Seller represents that Property is served by:

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

Seller further warrants that the system(s) is/are fully paid for as of the execution date of this Agreement.

**12. STATUS OF SEWER (5-01)**

Seller represents that Property is served by:

☐ Public Sewer☐ Community Sewage Disposal System☐ Off-Property Sewage Disposal System☒ Individual On-Lot Sewage Disposal System (See Sewage Notice 1)☐ Individual On-Lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1; see Sewage Notice 4, if applicable)☐ Ten-acre Permit Exemption (See Sewage Notice 2)☐ Holding Tank (See Sewage Notice 3)☐ None (See Sewage Notice 1)☐ None Available (See Sewage Notice 5 or Sewage Notice 6, as applicable)☒ BUYER WILL HAVE A WELL AND SEPTIC INSPECTION 15 DAYS AFTER SELLER'S

Seller further warrants that the system(s) is/are fully paid for as of the execution date of this Agreement. ACCEPTANCE OF

OFFER

Buyer Initials: AM x AM

**13. PROPERTY DEFECTS DISCLOSURE (10-01)**

- (A) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.
- (B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, or environmental matters; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in paragraph 13(A).
- (C) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in paragraph 13(A).
- (D) The provisions of this Section will survive the performance of this Agreement.

**14. NOTICES AND ASSESSMENTS (5-01)**

- (A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or owner association assessments have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless otherwise specified here: \_\_\_\_\_
- (B) Seller knows of no other potential notices (including violations) and assessments except as follows: \_\_\_\_\_
- (C) Any notice of improvements or assessments received on or before the date of Seller's acceptance of this Agreement, unless improvements consist of sewer or water lines not in use, shall be the responsibility of the Seller; any notices received thereafter shall be the responsibility of the Buyer.
- (D) If required by law, Seller will deliver to Buyer, on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances.
- (E) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

**15. TITLE AND COSTS (1-00)**

- (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, land use restrictions pursuant to property enrollment in a preferential tax program if any; otherwise the title to the above described real estate will be good and marketable and such as will be insured by a reputable Title Insurance Company at the regular rates.
- (B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Insurance Company at the regular rates, as specified in paragraph 15(A), Buyer will have the option of: (1) Taking such title as Seller can give, with no change to the selling price; or (2) Being repaid all monies paid by Buyer to Seller on account of purchase price and being reimbursed by Seller for any costs incurred by Buyer for those items specified in paragraph 15(C) and in paragraph 15(D) items (1), (2), (3), in which case there will be no further liability or obligation on either of the parties hereto and this Agreement will become VOID.
- (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate legal description of the Property (or the correction thereof), will be secured and paid for by Seller. However, any survey or surveys desired by Buyer or required by the mortgage lender will be secured and paid for by Buyer.
- (D) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics lien insurance or fee for cancellation of same, if any; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, and cancellation fees, if any; (3) Appraisal fees and charges paid in advance to mortgage lender, if any; (4) Buyer's customary settlement costs and accruals.

**16. COAL NOTICE**☐ NOT APPLICABLE

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

**17. TAX DEFERRED EXCHANGE (10-01)**☒ NOT APPLICABLE

☐ APPLICABLE. In the event Seller wishes to enter into a tax deferred exchange for the Property pursuant to Section 1031 of the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning its interest in this Agreement to a third party under an Exchange Agreement and does hereby consent to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

**18. COMMERCIAL CONDOMINIUM (10-01)**☒ NOT APPLICABLE

☐ APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by the terms of this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa. C.S. §3101 et. seq.).

**19. RECORDING (5-01)** This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.

**20. ASSIGNMENT (3-05)** This Agreement will be binding upon the parties, their respective heirs, personal representatives, guardians and successors, and, to the extent assignable, on the assigns of the parties hereto. It is expressly understood, however, that the Buyer will not transfer or assign this Agreement without the written consent of the Seller.

Buyer Initials: DM AMSeller Initials: SS DS

**21. DEPOSIT AND RECOVERY FUND (1-00)**

- (A) Deposits paid by Buyer within 30 days of settlement will be by cash, cashier's or certified check. Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker or party identified in paragraph 3(B), who will retain them in an escrow account until consummation or termination of this Agreement in conformity with all applicable laws and regulations. Any uncashed check tendered as deposit may be held pending the acceptance of this offer.
- (B) In the event of a dispute over entitlement to deposit monies, a broker holding the deposit is required by the Rules and Regulations of the State Real Estate Commission (49 Pa. Code §35.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the return of deposit monies, a broker will distribute the monies as directed by a final order of court or the written agreement of the parties. Buyer and Seller agree that, in the event any broker or affiliated licensee is joined in litigation for the return of deposit monies, the attorneys fees and costs of the broker(s) and licensee(s) will be paid by the party joining them.
- (C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

**22. MAINTENANCE AND RISK OF LOSS (5-01)**

- (A) Seller will maintain the Property, and any personal property specified herein, in its present condition, normal wear and tear excepted.
- (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.
- (C) Seller will bear risk of loss from fire or other causes until time of settlement. In the event that damage to any property included in this sale is not repaired or replaced prior to settlement, Buyer will have the option of rescinding this Agreement and receiving all monies paid on account of or accepting the Property in its then condition together with the proceeds of any insurance recovery obtained by Seller. Buyer is hereby notified that he/she may insure his/her equitable interest in this Property as of the time this Agreement is accepted.

**23. CONDEMNATION (5-01)**

Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer shall have the option to terminate this Agreement by providing written notice to Seller within fifteen (15) days after Buyer learns of the filing of such proceedings, in which case Seller shall return to Buyer all money paid on account of the purchase price by Buyer. Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

**24. WAIVER OF CONTINGENCIES (1-00)**

In the event this Agreement is contingent on Buyer's right to inspect and/or repair the Property, Buyer's failure to exercise any of Buyer's options specified in the contingency provision(s) within the time limits will constitute a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 25 of this Agreement.

**25. RELEASE (1-00)** Buyer hereby releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.**26. REPRESENTATIONS (5-01)**

- (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers, or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) It is understood that Buyer has inspected the Property before signing this Agreement (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition unless otherwise stated in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Broker(s) may perform services to assist unrepresented parties in complying with the terms of this Agreement.
- (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

**27. DEFAULT (1-00)**

- Should Buyer:
- (A) Fail to make any additional payments as specified in paragraph 3; OR
- (B) Furnish false or incomplete information to Seller, Broker for Seller, Broker for Buyer, or the lender, if any, concerning the Buyer's legal or financial status, or fail to cooperate in the processing of the loan application, which acts would result in the failure to obtain the approval of a loan commitment; OR
- (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement;
- then in such case, Seller has the option of retaining all sums paid by Buyer, including the deposit monies, 1) on account of purchase price, or 2) as monies to be applied to Seller's damages, or 3) as liquidated damages for such breach, as Seller may elect, unless otherwise checked below.
- ☒ Seller is limited to retaining sums paid by Buyer, including deposit monies, as liquidated damages.
- If Seller elects to retain all sums paid by Buyer, including deposit monies, as liquidated damages, Buyer and Seller will be released from further liability or obligation and this Agreement will be VOID.

**28. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)**

- ☐ Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.
- ☒ Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:
- ☐ An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
- ☐ A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
- ☐ Other:

Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

Buyer Initials: DM AM

Seller Initials: SS DS

101 29. **ARBITRATION OF DISPUTES (1-00)** Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After 304  
 105 written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will 305  
 106 select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a 306  
 107 judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for 307  
 108 the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law 308  
 109 Arbitration 42 Pa. C.S.A. §7341 et. seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement. 309

110 30. **BROKER INDEMNIFICATION (10-01)** 310

111 Buyer and Seller represent that the only Brokers involved in this transaction are: DISCLOSED DUAL AGENCY 311

112 and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for 312  
 113 brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal 313  
 114 fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and 314  
 115 the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for 315  
 116 brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement. 316  
 117 31. **GOVERNING LAW (10-01)** 317

118 This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. 318

119 32. **NOTICE BEFORE SIGNING (5-01)** 319

120 Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this 320  
 121 Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's 321  
 122 improvements, equipment, soil, tenancies, title and environmental aspects. Return by facsimile transmission (FAX) of this Agreement, and 322  
 123 all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. 323  
 124 33. **NOTICE** 324

125 All notice requirements under the provisions of this Agreement or by application of statutory or common law will be addressed to the appro- 325  
 126 priate party, at the addresses listed below via any means of delivery as mutually agreed upon by the parties and stated here: 326  
 127 327

128 If to Seller: 328

129 With a copy to: 329

130 If to Buyer: 330

131 With a copy to: 331

132 ☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 332

133 ☒ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement. 333

134 ☐ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before 334  
 135 signing this Agreement. 335  
 136 336

137 Buyer acknowledges receiving a copy of this Agreement at the time of signing. 337

138 **WITNESS/ATTEST** Mary Hays **BUYER** Nellat McCallough **DATE** 338  
 139 **BUYER(S) NAME** SS/TI # 339

140 Mailing Address 340  
 141 Phone #s FAX # E-Mail 341

142 **WITNESS/ATTEST** Mary Hays **BUYER** Amy McCallough **DATE** 342  
 143 **BUYER(S) NAME** SS/TI # 343

144 Mailing Address 344  
 145 Phone #s FAX # E-Mail 345

146 **WITNESS/ATTEST** BUYER **DATE** 346

147 **BUYER(S) NAME** SS/TI # 347  
 148 Mailing Address 348  
 149 Phone #s FAX # E-Mail 349

150 ☐ Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. 350

151 ☐ Seller has received a statement of Seller's estimated closing costs before signing this Agreement. 351

152 **VOLUNTARY TRANSFER OF CORPORATE ASSETS** (if applicable): The undersigned acknowledges that he/she is autho- 352  
 153 rized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a 353  
 154 sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization 354  
 155 or consent of the shareholders pursuant to 15 P.S. §1311. 355  
 156 356

157 **SELLER'S ACCEPTANCE:** Seller hereby accepts the above contract this (date) 357

158 **WITNESS/ATTEST** SELLER DATE 358  
 159 **SELLER(S) NAME** SS/TI # 359

160 Mailing Address 360  
 161 Phone #s FAX # E-Mail 361

162 **WITNESS/ATTEST** SELLER DATE 362  
 163 **SELLER(S) NAME** SS/TI # 363

164 Mailing Address 364  
 165 Phone #s FAX # E-Mail 365

166 **WITNESS/ATTEST** SELLER DATE 366  
 167 **SELLER(S) NAME** SS/TI # 367

168 Mailing Address 368  
 169 Phone #s FAX # E-Mail 369

# ADDENDUM/ENDORSEMENT TO AGREEMENT OF SALE

Form 102-6L

RE: PROPERTY Green Ridge Drive-In  
 SELLERS: Shiela M. Spuck and Dawn E. Spuck  
 BUYERS: Delbert C. L. McCullough and Amy McCullough  
 DATE OF AGREEMENT March 10 ~~19~~ 2005

The Contract dated March 10, 2005 is amended to set forth the allocation of the purchase price as follows:

Real Estate	\$62,000.00
Equipment	10,000.00
Goodwill	<u>3,000.00</u>
Total	\$75,000.00

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect.

WITNESS	_____	BUYER	_____	DATE	_____
WITNESS	_____	BUYER	_____	DATE	_____
WITNESS	_____	BUYER	_____	DATE	_____
WITNESS	_____	SELLER	<u>Shiela M. Spuck</u>	DATE	_____
WITNESS	_____	SELLER	_____	DATE	_____
WITNESS	_____	SELLER	_____	DATE	_____

COPIES: WHITE; SELLER, YELLOW; AGENT, PINK; BUYER, BLUE; MORTGAGEE, GOLD; \_\_\_\_\_, GREEN; BUYER'S AT TIME OF SIGNING

# Mid-State Inspection Service, Inc.

P.O. Box 70  
Bellwood, PA 16617

Phone (814) 942-7999  
Fax (814) 941-7520

## ON SITE WASTE DISPOSAL SYSTEM

CUSTOMER: Dawn and Sheila Spuck

Date of Inspection: April 5, 2005

Address of Property: Rte 255 Green Ridge Drive In  
Dubois, PA 15801

This property has failed to meet the standards of a properly functioning septic system for the following reasons.....

Inspected by: Jeff Smith  
Jeff Smith, Mid-State Inspection Service, Inc.

The above inspection was performed by a qualified inspector of Mid-State Inspection Service, an unbiased, third party, inspection company. Neither the company, nor any of its employees have any financial interest in this transaction.



(SHIP TO SAME AS 'SOLD TO' UNLESS INDICATED)

SHELIA SPUCK  
182 SPUCK ROAD  
DUBOIS

15801

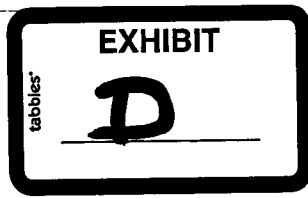
CASH "WALK-IN" CUSTOMER

RT. # 00-000

BRANCH # 6

CUSTOMER NO.	DEL. DATE	ORDER NO.	SHIP DATE	SHIP VIA	CUSTOMER NO.
SHELIA	3-23-05	*** ORDER COPY ***	01-8 3-23-05	1.OURTRUCK 3.TAKEN 5.DROPSHIP 2.PICK-UP 4.POST 6.LIPS	1 2630-00

LOCATION	ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
001000	59006	0	1* INSPECTION, SEPTIC	90.000	90.000



RECEIVED

08\*6398

Mid State Inspection Service  
P. O. Box 70  
Belfwood, PA 16617

TERMS: DUE UPON RECEIPT

RECEIVED BY

ITEMS NOT SHIPPED  
ARE BACK ORDERED.

TAXABLE SALES	90.000
NON-TAX SALES	90.000
SALES TAX	90.000
TOTAL ORDER	90.000

TIME: 1:28:03 PM

INSTRUCTIONS: THIS IS A CASH OR CHECK WALK IN CUSTOMER

SALES ORDER  
PAGE 1



Latosky Inspection Company

28 Braddock Street  
Houtzdale, PA 16651

# Sales Receipt

Date	Sale No.
4/23/2005	48

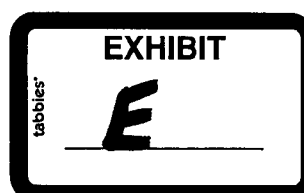
Sold To
Spuck, Shiela

Check No.	Payment Method
193	Check

Description	Amount
Dye Test of property at RD2 Box 176 (Bennett Valley Highway), DuBois, PA 15801.	75.00
<b>Total</b>	
\$75.00	

Thank you for your business.

Phone #	Fax #	E-mail
(877) 301-3552	(877) 821-5463	latosky@yahoo.com





FORM 46808 ®

**RECEIPT**

RECEIVED FROM Melba Spout DATE April 29 2004 NO: 2861

ADDRESS \_\_\_\_\_

FOR Body Paint App. DOLLARS \$ 275.00

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT	<u>275.00</u>	CASH	<u>—</u>
AMT. PAID	<u>275.00</u>	CHECK	<u>275.00</u>
BALANCE DUE	<u>00</u>	MONEY ORDER	<u>—</u>

275.00

Regina Smith



*195.00  
no receipt  
for Wischuck  
sand mound permit*

**PRESSURE DOSED ELEVATED  
SANDMOUND BED  
DESIGNED FOR**

Sheila Spock  
R.D. 2, Box 162  
Du Bois, PA. 15801

*5/2/05  
Dellert View  
#2719*

*500*  
Permit Application # ~~F~~39605  
Construction Site Located  
Greenridge Drive-in S.R. 255  
Huston Township, Clearfield County, PA.

April 25, 2005

Prepared by James M. Wischuck SEO # 02570  
4408 Greenwood Road  
Rockton, PA. 15856  
814-765-8778  
Mobile # 814-592-7886

James M. Wischuck

**CALL BEFORE YOU DIG**  
PENNSYLVANIA LAW REQUIRES  
3 WORKING DAYS NOTICE FOR  
CONSTRUCTION PHASE AND 10 WORKING  
DAYS IN DESIGN STAGE – STOP CALL

**PA 1**  
SYSTEM INC.  
1-800-242-1776



**PRESSURE DOSED ELEVATED SANDMOUND BED**  
**DESIGNED BY JAMES M. WISCHUCK**

APPLICANT Sheila Spock APPLICATION # 5 139605  
MUNICIPALITY Huston Twp. COUNTY Clearfield SEO Rick Vaow

1. SITE EVALUATION DATA:

a. Depth to Limiting Zone 20' Inches Slope 12 % Percolation Rate 150 mpi

2. ABSORPTION AREA REQUIREMENTS AND TANKAGE

a. No. of bedrooms 3 Gallons/day 450 Square feet 1800

b. Bed dimensions: Length 75.00 Feet Width 24.00 Feet.

c. Septic Tank 1250 Gallons ( Dual-Compartment ) Pump Tank 750 Gallons.

3. PIPING:

PIPE DIAMETER:

LENGTH:

a. Delivery Line 2.0 Inches 60 Feet

b. Manifold 2.0 Inches 18 Feet

c. Laterals 1.5 Inches 33 Feet

d. Lateral Cleanouts (Same diameter as Laterals) (Approx. 18 inches x 8 = 12 Feet .

4. LATERALS:

a. Total Laterals 8 Lateral Length 33 Feet .

b. Number of holes per lateral 6 Total Holes per Distribution Network 48 .

DIAGRAM OF MANIFOLD, LATERAL PLACEMENT & DISTRIBUTION NETWORK ATTACHED.

5. DISCHARGE RATE:

a. Total Laterals 8 Total holes 48 x 1.28 g/p/m equals 61.44 g/p/m.

## 6. ELEVATION CHANGE:

a.	Depth to bottom of dose tank	<u>5.50 Feet</u>
b.	Depth of dose tank from ground surface	<u>4.00 Feet</u>
c.	Elevation change (Dose tank location to absorption area).	<u>5.00 Feet</u>
d..	Sub-total	<u>14.50 Feet</u>
e	Depth of sand (UP-SLOPE PERIMETER )	<u>2.33 Feet</u>
f.	Aggregate beneath manifold.	<u>+ .50 Feet</u>
g.	Sub-total (d,e,f,)	<u>17.33 Feet</u>
h.	Elevation of pump above Tank Bottom (cement block).	<u>Minimum.- .50 Feet</u>
TOTAL ELEVATION CHANGE		<u>16 83 Feet</u>

## 7. FRICTION LOSS - CALCULATION – TOTAL PIPE &amp; FITTINGS.

PIPE	Delivery Pipe (Ft.)	Manifold (Ft.)	Total (Ft.)
1.5 Inches Diameter			
2.0 Inches Diameter	60	3	63
3.0 Inches Diameter			

FITTINGS	NUMBER	INCHES	EQUIVALENT LENGTH FEET	TOTAL LENTH
90 Degree Elbow	1	2.0	5.55	5.55
45 Degree Elbow	3	2.0	2.58	7.74
STD. TEE (Diversion)	1	2.0	11.1	11.1
Check Valve	0	0	<b>PROHIBITED</b>	0
Coupling	3	2.0	1.35	4.05
Quick Disconnect	1	2.0	1.35	1.35
Total				29.79

DIAMETER	TOTAL PIPE	TOTAL FITTINGS	TOTAL
1.5 INCHES			
2.0 INCHES	63	29.79	92.79
3.0 INCHES			

PIPE DIAMETER	TOTAL FEET	FRICTION FACTOR	TOTAL FRICTION
1.5 INCHES			
2.0 INCHES	92.79	<del>6.53</del> 6.83 <sup>Dr</sup>	<del>605.91</del> 633.8 <sup>Dr</sup>
3.0 INCHES			

~~605.91~~ 633.8<sup>Dr</sup> TOTAL FRICTION/100 ~~6.05~~ 6.34<sup>Dr</sup> Feet.

8. HEAD
- a. Elevation Change 16.83 Feet.
- b. Friction Loss 6.34<sup>Dr</sup> Feet
- c. Head to be maintained 3.00 Feet

TOTAL HEAD 26.17<sup>Dr</sup> Feet

9. PUMP SIZE: The pump required must pump 62.00 G/P/M and maintain minimum 27.0<sup>Dr</sup> 47.00 feet of head.

10. DESIGN DOSE:

PIPE DIAMETER	DELIVERY FEET	MANIFOLD FEET	LATERALS FEET	GAL / FOOT FEET	TOTAL GALLONS
1.5 INCHES			276	.09	24.84
2 INCHES	60	18		.16	12.48
3 INCHES				.37	
					37.32

Total Gallon 37.32 x 5 equals 186 Gallon Design Dose.

**IF DESIGN DOSE IS LESS THAN 100 GALLONS, USE 100 GALLON DOSE.**

11. Dosing tank size and float levels

- a. Design dose 186 gallons x 2 plus wiring space equals 750 gallon minimum tank size.

A 750 GALLON DOSING TANK IS REQUIRED FOR THIS SYSTEM INSTALLATION.

A MONARCH 750 GALLON DOSING TANK @ 14.5 GALLONS PER INCH WAS USED FOR CALCULATIONS.

NOTE: CONTRACTOR OR HOMEOWNER- IF YOU DO NOT USE THE MONARCH TANK  
CALCULATE FLOAT LEVELS AND SUPPLY INFORMATION TO S.E.O. AT TIME OF FINAL  
INSPECTION.

12.a. (CYLINDRICAL TANK) Inside Diameter (inches) squared = 65 x 65 = 4225  
4225 / 292.5 = 14.5 gal./inch.

(RECTANGULAR TANK) Inside width x Inside length in inches / 231 = Gal/inch.  
Gal/inch.

b. 186 gal. Minimum dose @ 14.5 gal./in. = 13 inch dose.

## FLOAT LEVELS

- c. Pump off (6 inches + 2 inch over (height of pump) .
- d. Pump on (6 inches.+2 inches over top of pump) + 13.00 inch dose  
Alarm Float installed 4inches above "on level"

NOTE: PUMP SHOULD SET ON CEMENT BLOCKS OR SIMILAR MATERIAL MINIMUM 6 INCHES ABOVE BOTTOM. ALL PUMPS MUST REMAIN SUBMERGED, MINIMUM 1 INCH BELOW LIQUID LEVEL.

NOTE: ALL CALCULATIONS AND DESIGN ARE BASED ON SOIL AND PERCOLATION TESTS CONDUCTED BY RICK VAOWSEO HUSTON TWP. CLEARFIELD CO. AND ARE COMPATABLE WITH CHAPTER 73 OF PENNA. SEWAGE FACILITIES ACT. CALCULATIONS OF DELIVERY LINE LENGTH AND ELEVATION CHANGE IS BASED ON INFORMATION SUPPLIED BY LANDOWNER AND DESIGNER.

# NOTES

## FOR LAND OWNERS & CONTRACTORS

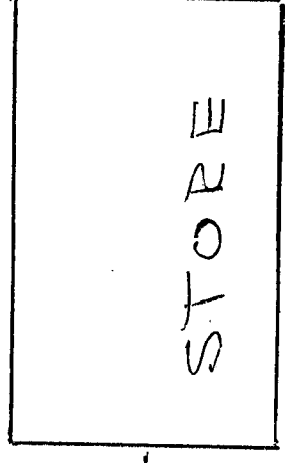
1. DO NOT INSTALL SEPTIC SYSTEMS WHEN SOILS ARE WET OR FROZEN.
2. NO VEHICULAR TRAFFIC ON ABSORPTION AREA OR DOWN-SLOPE OF ABSORPTION AREA.
3. BUILDING SEWER SHALL BE 4 INCH SCHEDULE #40 PVC PIPE WITH CLEAN OUT EITHER INSIDE OR OUTSIDE OF FOUNDATION WALL.
  - a. CLEANOUTS SHALL BE PROVIDED AT 100 FOOT INTERVALS ON THE BUILDING SEWER PIPE .
4. THIS DESIGN REQUIRES A 1250 GALLON SEPTIC TANK , A 750 GALLON DOSE TANK EXTENDED TO GRADE WITH LOCKING OR BOLTED MANHOLE COVER.
5. ALL WIRES FROM STRUCTURE TO DOSE TANK SHALL BE IN CONDUIT. TWO INDIVIDUAL ELECTRICAL CIRCUITS SHALL BE INSTALLED. (PUMP & ALARM )
6. ALL GRAVITY FLOW PIPING ENTERING OR EXITING THE TANKS SHALL BE SEALED WITH HYDRALIC GROUT AND TARRED TO PREVENT GROUND AND SURFACE WATER INFILTRATION. ( WATERPROOF SPRAY FOAM)
7. DELIVERY LINE SHALL BE 2.0 INCHES IN DIAMETER SCHEDULE #40 PVC. MANIFOLD SHALL BE 2.0 INCHES IN DIAMETER DELIVERY LINE SHALL BE SLOPED DOWNWARD FROM THE MANIFOLD TO THE PUMP. WHEN PUMP SHUTS OFF ALL LIQUID IN DISTRIBUTION NETWORK MUST BACK FLOW INTO THE DOSE TANK. LATERALS ARE 1.5 INCHES IN DIAMETER SCHEDULE #40 PVC. DO NOT USE DRAIN—WASTE—AND—VENT—(DWV) FITTINGS
8. EFFLUENT PUMPS ARE RATED SUBMERSIBLE AND SHALL BE AT LEAST 2 INCHES BELOW LIQUID LEVEL (OFF LEVEL).
9. PUMP CAPACITY REQUIRES 62 GALLONS PER MINUTE AT <sup>37</sup>~~17~~ FEET OF HEAD ( 240 VOLTS) ( 3/4 ) HORSEPOWER). DESIGNER RECOMMENDS NO. 12 AWG COPPER (THHN OR UF CONDUCTORS) ( GOULDS 3885 WE0712H )
10. CONTACT TOWNSHIP RICK VAOW FOR HIS REQUIREMENTS FOR APPROVAL TO COVER. NO CHANGES CAN BE MADE TO THIS DESIGN OR SYSTEM SITE LOCATION WITHOUT CONTACTING RICK VAOW SEO., HUSTON TOWNSHIP ( 814-765-7541 EXT 215 )
11. IF YOU HAVE ANY QUESTIONS REGARDING THIS DESIGN, DO NOT HESITATE TO CALL 814- 765-8778. THANK YOU JAMES M. WISCHUCK  
MOBILE # 814--592-7886

1250 gal. dual-compartment septic Tank

750 gal. dosing Tank / Riser to grade

2" dia delivery line

well



4" dia building sewer / clean-out

Sheila Spock  
Greenridge  
Drive - IN  
Houston Twp  
F 39605

Parking Area

N.T.S.

SR 255

## HORIZONTAL ISOLATION DISTANCES

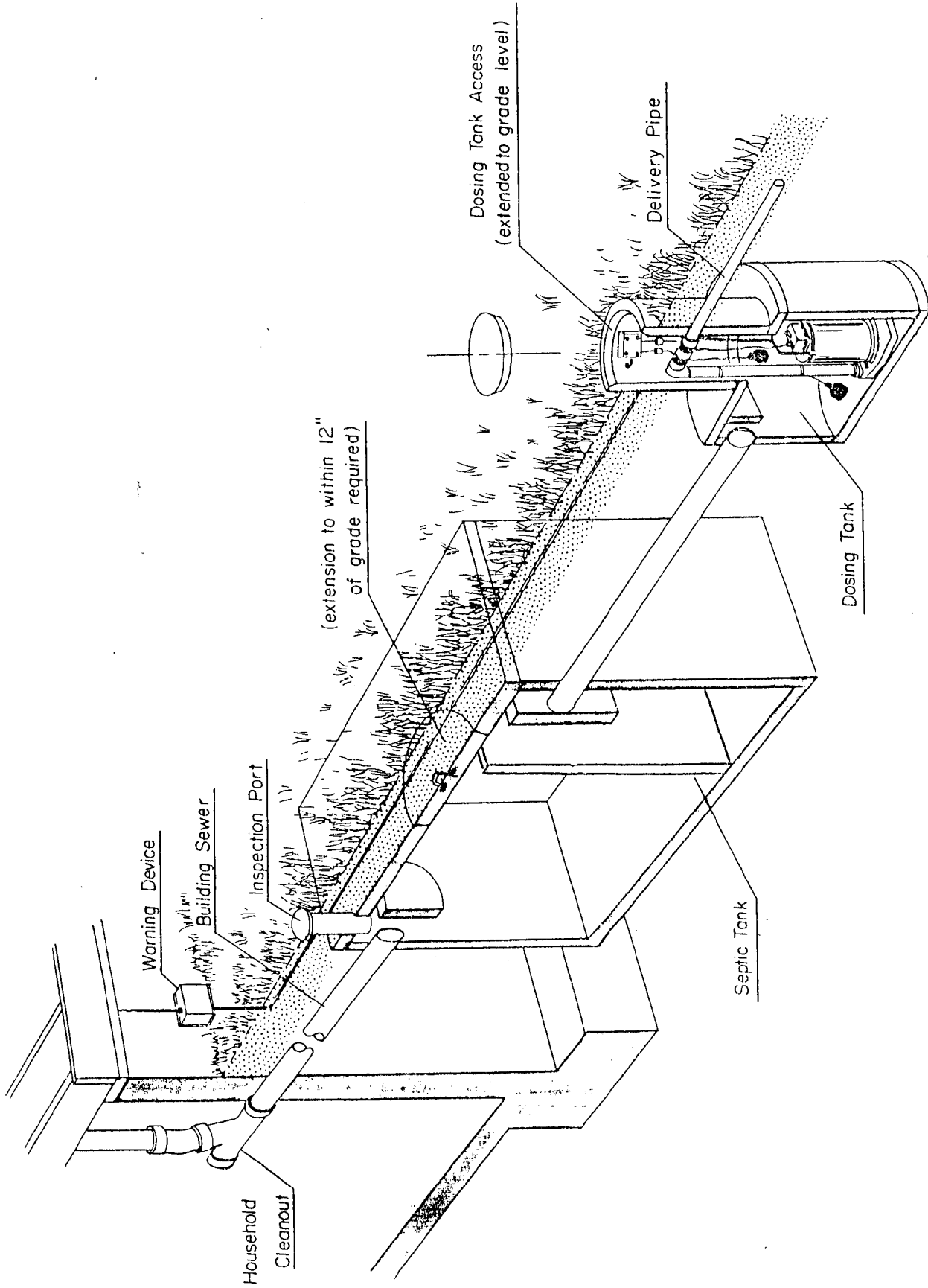
### 73.13. Minimum horizontal isolation distances

- (b) The minimum horizontal isolation distances between the features named and treatment tanks, dosing tanks, lift pump tanks, filter tanks and chlorine contact/storage tanks shall comply with the following:
  - (1) Property line, easement or right-of-way - 10 feet.
  - (2) Occupied buildings, swimming pools and driveways – 10 feet.
  - (3) An individual water supply or water supply system suction line – 50 feet.
  - (4) Water supply line under pressure – 10 feet.
  - (5) Streams, lakes or other surface water – 25 feet.
  - (6) A cistern used as a water supply – 25 feet.
- (c) The following minimum horizontal isolation distances shall be maintained between the features named and the perimeter of the aggregate in the absorption area:
  - (1) Property line, easement or right-of-way – 10 feet.
  - (2) Occupied buildings, swimming pools and driveway – 10 feet.
  - (3) An individual water supply or water supply system suction line – 100 feet.
  - (4) Water supply line under pressure – 10 feet.
  - (5) Streams, water courses, lakes, ponds or other surface water – 50 feet (for the purposes of this chapter wetlands are not surface waters).
  - (6) Other active onlot systems – 5 feet.
  - (7) Surface drainageways – 10 feet.
  - (8) Mine subsidence areas, mine bore holes or sink holes – 100 feet.
  - (9) Rock outcrop or identified shallow pinnacle – 10 feet.
  - (10) Natural or manmade slope greater than 25% - 10 feet.
  - (11) A cistern used as a water supply – 25 feet.
  - (12) Detention basins, retention basins and stormwater seepage beds – 10 feet.

## BUILDING SEWERS

### 73.21. SPECIFICATIONS.

- (a) Building sewers shall be constructed of a durable material acceptable to the Department or the local agency.
- (b) The local agency may restrict the type of materials used by code, ordinance or resolution and shall notify the applicant when restrictions are imposed.
- (c) When the average daily flow of sewage from an establishment is 1,000 gallons or less, building sewers shall be at least 3 inches in diameter unless otherwise specified by local plumbing or building codes. When the average daily flow exceeds 1,000 gpd, all building sewers shall be at least 6 inches in diameter unless otherwise specified by local plumbing or building codes.
- (d) Cleanouts shall be provided at the junction of the building drain and building sewer.
- (e) Cleanouts shall be provided at intervals of not more than 100 feet.
- (f) Bends ahead of the treatment tank shall be limited to 45 degrees or less where possible. If 90 degree bends cannot be avoided, they shall be made with two 45 degree bends.
- (g) The grade of the building sewer shall be at least 1/8 inch per foot; however, the grade of the 10 feet of building sewer immediately preceding the treatment tank may not exceed 1/4 inch per foot.
- (h) Building sewers shall be constructed with watertight joints, shall be of sufficient strength to withstand imposed loads and installed on material suitable for preventing damage from settling.
- (i) The building sewer shall be installed to allow continuous venting of the treatment tank through the main building stack unless otherwise specified by local plumbing or building codes.
- (j) Building sewers shall be connected to treatment tanks by means of watertight mechanical seals or hydraulic grouting. Use of Portland cement grouting is not permitted.



## TREATMENT TANKS

### 73.31. STANDARDS FOR SEPTIC TANKS.

#### (b) Construction.

Tanks shall be watertight and constructed of sound and durable material not subject to excessive corrosion or decay.

Precast concrete tanks shall have a minimum wall thickness of 2 ½ inches and be adequately reinforced.

Precast slabs used as covers shall have a thickness of at least 3 inches and be adequately reinforced.

Tanks having a liquid capacity of 5,000 gallons or less may not be constructed of blocks, bricks or similar masonry construction.

The depth of liquid in any tank or its compartments shall be:

Not less than 2 ½ nor more than 5 feet for tanks having a liquid capacity of 600 gallons or less.

Not less than 3 feet nor more than 7 feet for tanks having a liquid capacity of more than 600 gallons.

No tank or compartment may have an inside horizontal dimension less than 36 inches.

Septic tank installations shall consist of tanks with multiple compartments or multiple tanks. The first compartment or tank shall have at least the same capacity as the second but may not exceed twice the capacity of the second. Tanks or compartments shall be connected in series and may not exceed four in number in any one installation.

#### (c) Inlet and outlet connections.

The bottom of the inlet shall be a minimum of 3 inches above the bottom of the outlet.

Inlet baffles or vented tees shall extend below the liquid level at least 6 inches. Penetration of the inlet device may not exceed that of the outlet device.

The outlet baffles or vented tees of each tank or compartment shall extend below the liquid surface to a distance equal to 40% of the liquid depth. Penetration of outlet baffles or tees in horizontal cylindrical tanks shall be equal to 35% of the liquid depth.

## TREATMENT TANKS

### 73.31. STANDARDS FOR SEPTIC TANKS. CONTINUED

The inlet and outlet baffles or vented tees shall extend above liquid depth to approximately 1 inch from the top of the tank. Venting shall be provided between compartments and each tank.

The outlet baffles or vented tees of the last compartment or tank shall be equipped with a solids retainer.

#### (d) Treatment tank access.

Access to each tank or compartment of the tank shall be provided by a manhole with an inside dimension of at least 20 inches square (20x20) or in diameter, with a removable cover. The top of the tank containing the manhole or the top of a manhole extension may not be more than 12 inches below grade level. If access is extended to grade, the access covers shall be secured by bolts or locking mechanisms.

The ground shall slope away from any access extended to grade level.

#### (e) Inspection port.

A maximum 4 inch diameter inspection port with sealed cover shall be installed to grade level above the inlet tee.

## *Solids Retainer Units*

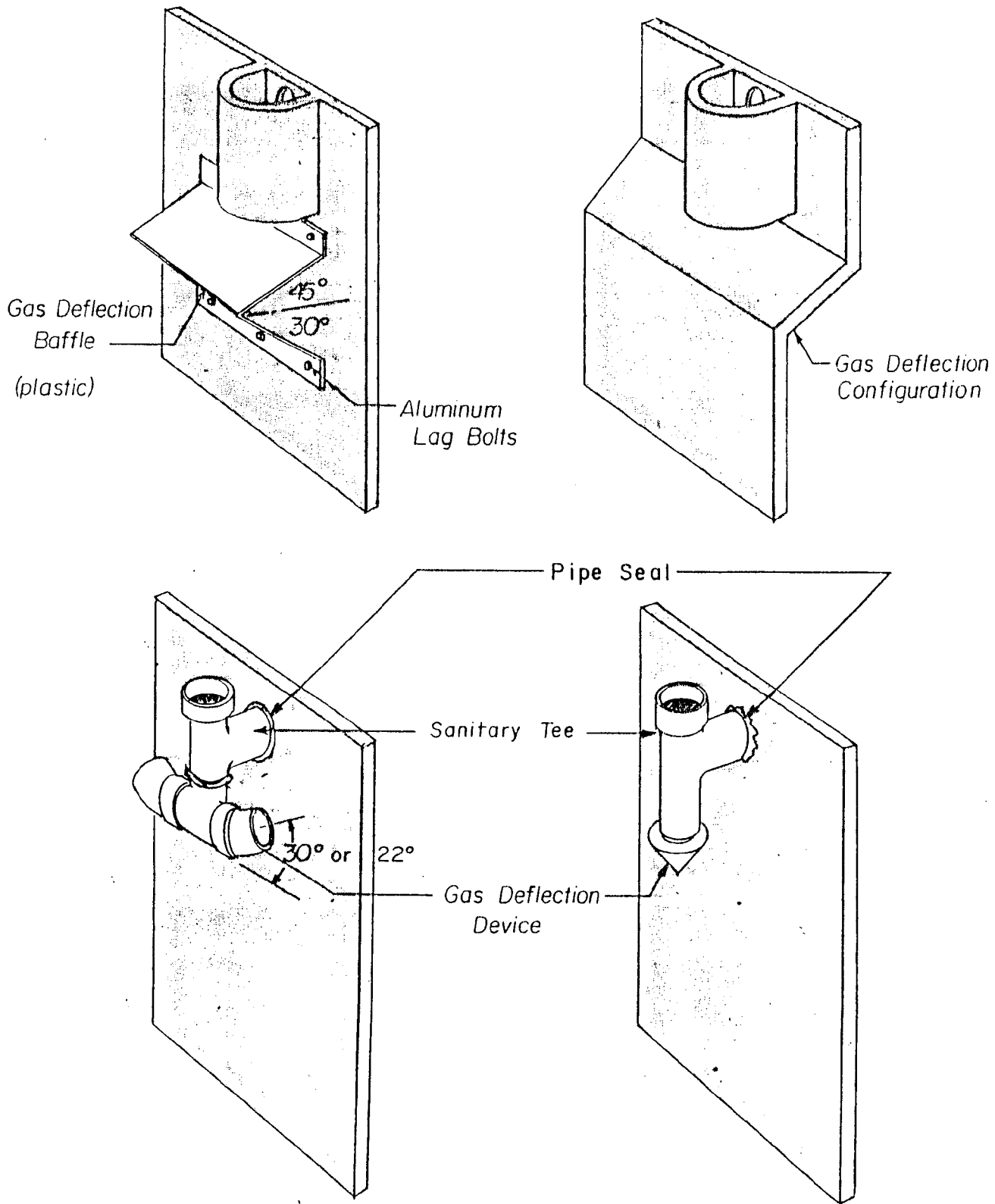
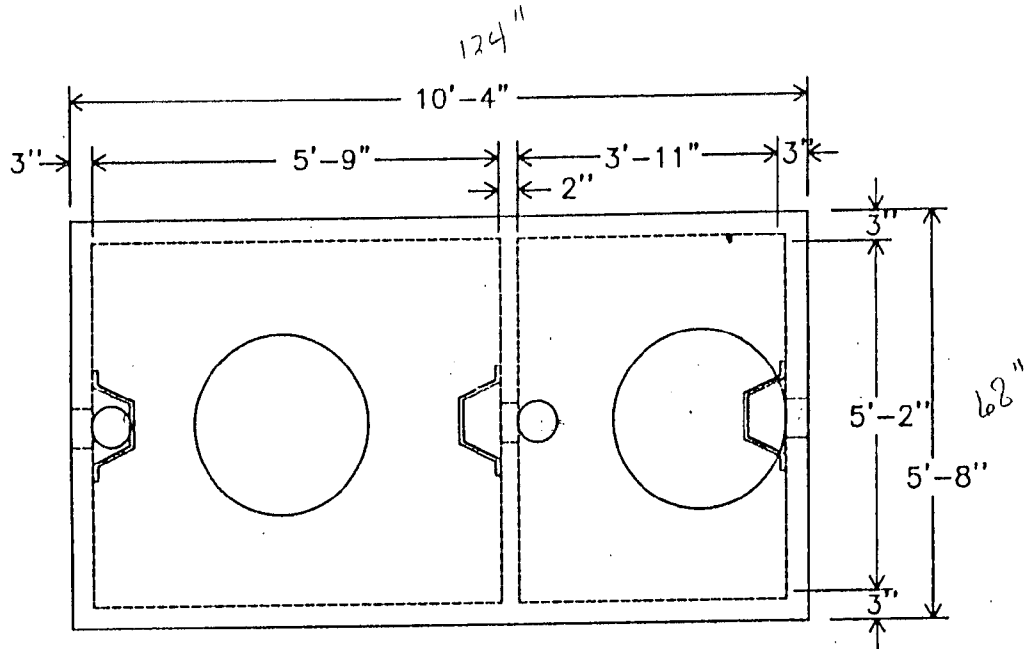


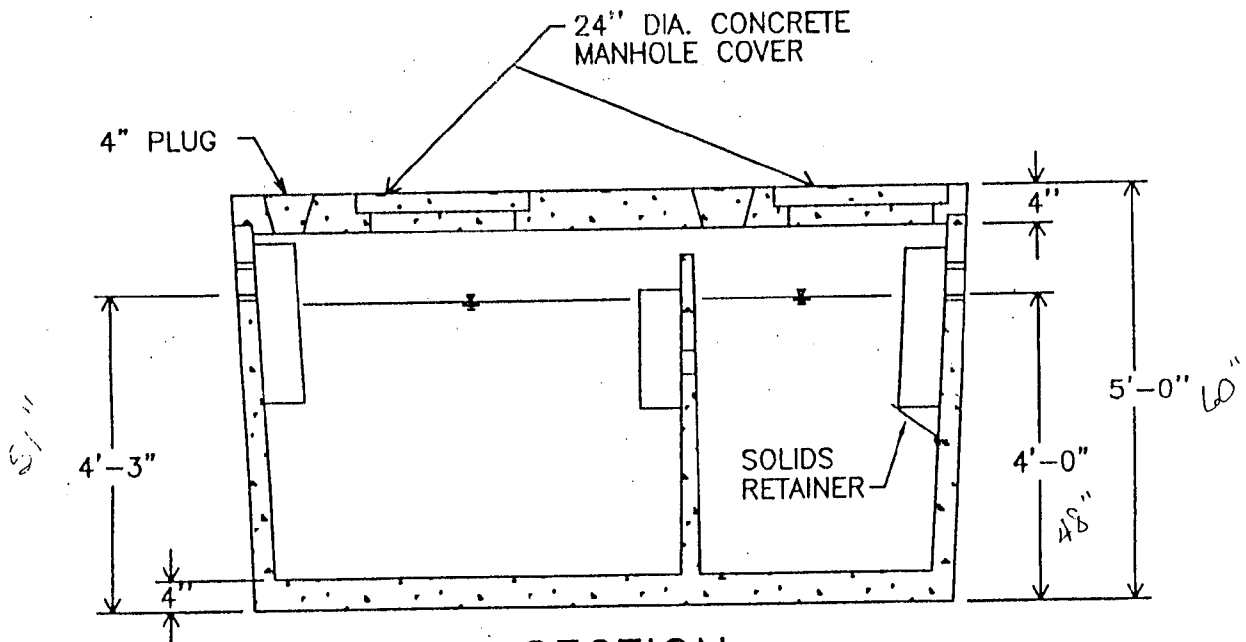
figure VIII-3



MONARCH PRODUCTS COMPANY, INC.  
YORK HAVEN, PA.



-PLAN-



-SECTION-

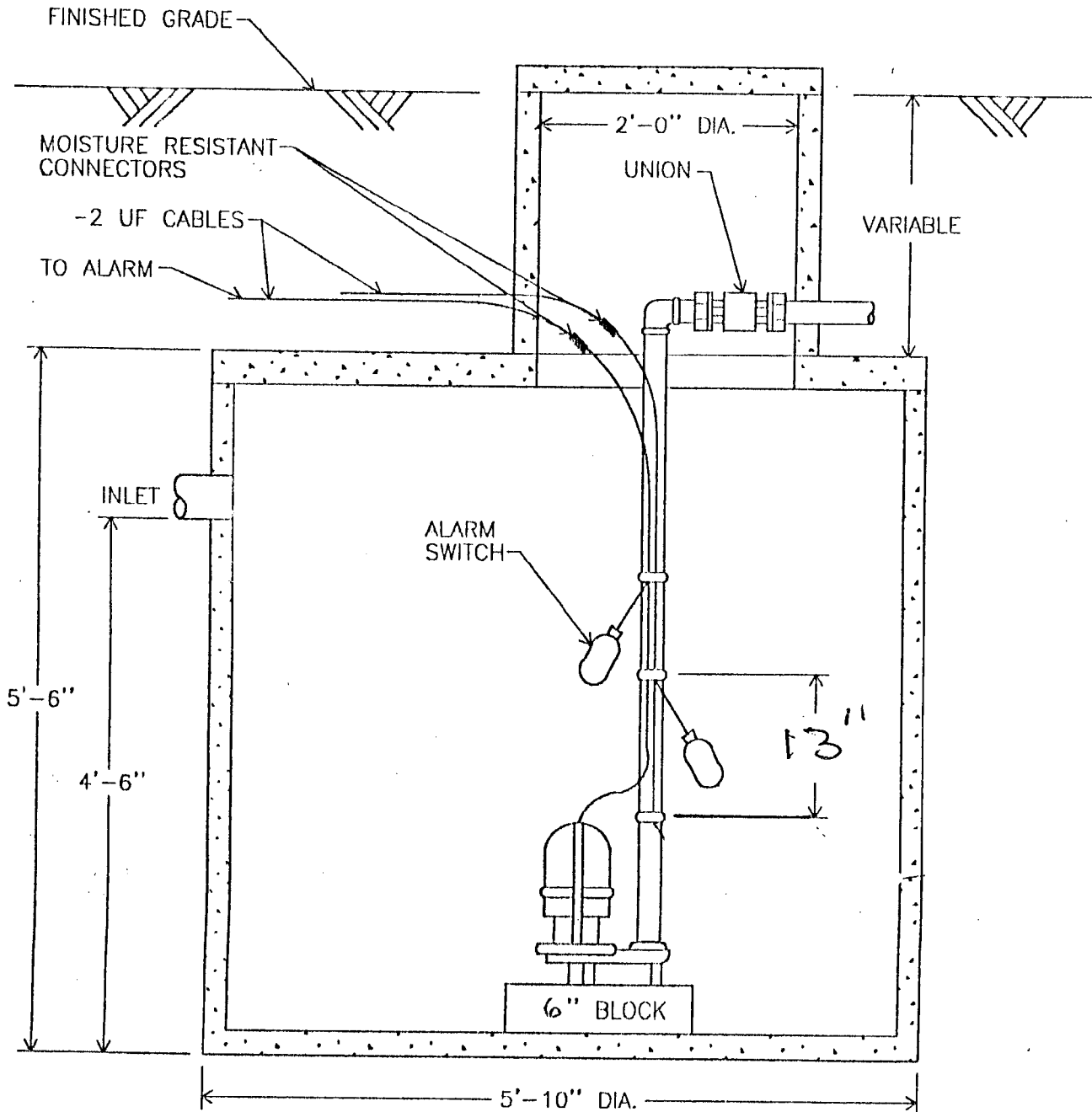
PRECAST 2 COMPARTMENT SEPTIC TANK  
1250 GALLON CAPACITY

DWG. ST-12-2



MONARCH PRODUCTS COMPANY, INC.  
YORK HAVEN, PA.

PUMPS AND TANKS ARE  
AVAILABLE TO CONFORM TO  
VARIOUS REQUIREMENTS

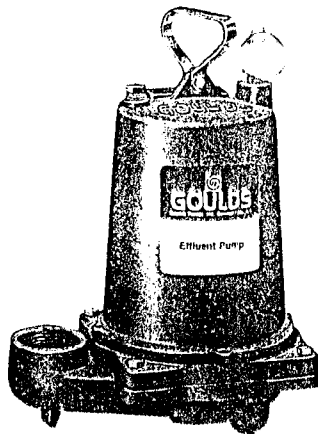


\* RAISE TOP FLOAT SWITCH 1" FOR EVERY ADDITIONAL 14 1/2 GALLONS OF DOSE REQUIRED

750 GALLON PUMP TANK & PUMP  
FOR PRESSURE DOSING \$ 481.00

DWG. P-3

1600 = ~~500~~ 674.00



# Goulds Submersible Effluent Pump

MODEL

## 3885

### APPLICATIONS

Specifically designed for the following uses:

- Homes
- Farms
- Trailer courts
- Motels
- Schools
- Hospitals
- Industry
- Effluent systems

### SPECIFICATIONS

#### Pump

- Solids handling capabilities: 3/4" maximum.
- Discharge size: 2" NPT.
- Capacities: up to 128 GPM.
- Total heads: up to 123 feet TDH.
- Mechanical seal: silicon carbide-rotary seat/silicon carbide-stationary seat, 300 series stainless steel metal parts, BUNA-N elastomers.
- Temperature: 104°F (40°C) continuous 140°F (60°C) intermittent.
- Fasteners: 300 series stainless steel.
- Capable of running dry without damage to components.

#### Motor

##### Single phase:

- 1/2 HP, 115 V, 200 V, 230 V, 60 Hz, 1750 RPM; 1/2 HP, 115 V, 60 Hz, 3500 RPM;
- 1/2 HP - 1 1/2 HP, 230 V, 60 Hz, 3500 RPM.

- Built-in overload with automatic
- Class B insulation.

##### Three phase:

- 1/2 HP - 1 1/2 HP 200/230/460 V, 60 Hz, 3500 RPM.
- Class B insulation.

- Overload protection must be provided in starter unit.
- Shaft: threaded, 400 series stainless steel.
- Bearings: ball bearings upper and lower.
- Power cord: 20 foot standard length (optional lengths available).

##### Single phase:

- 1/2 and 1/2 HP - 16/3 SJTO with 115 V or 230 V three prong plug.
- 3/4-1 1/2 HP - 14/3 STO with bare leads.

##### Three phase:

- 1/2-1 1/2 HP - 14/4 STO with bare leads. On CSA listed models - 20 foot length SJTW and STW are standard.

### FEATURES

- **Impeller:** Cast iron, semi-open, non-clog with pump-out vanes for mechanical seal protection. Balanced for

smooth operation. Silicon bronze impeller available as an option.

- **Casing:** Cast iron volute type for maximum efficiency. 2" NPT discharge adaptable for slide rail systems.

- **Mechanical Seal: SILICON CARBIDE VS. SILICON CARBIDE** sealing faces. Stainless steel metal parts, BUNA-N elastomers.

- **Shaft:** Corrosion-resistant stainless steel. Threaded design. Locknut on three phase models to guard against component damage on accidental reverse rotation.

- **Motor:** Fully submerged in high-grade turbine oil for lubrication and efficient heat transfer.

- **Designed for Continuous Operation:** Pump ratings are within the motor manufacturer's recommended working limits,

can be operated continuously without damage.

- **Bearings:** Upper and lower heavy duty ball bearing construction.

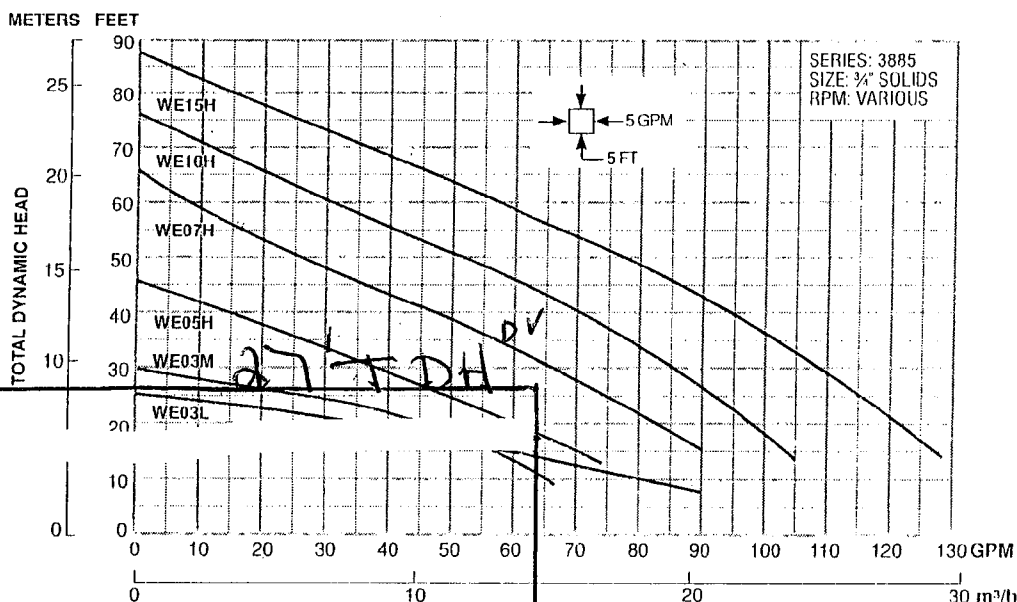
- **Power Cable:** Severe duty rated, oil and water resistant. Epoxy seal on motor end provides secondary moisture barrier in case of outer jacket damage and to prevent oil wicking.

- **O-ring:** Assures positive sealing against contaminants and oil leakage.

### AGENCY LISTINGS

CSA Canadian Standards Association

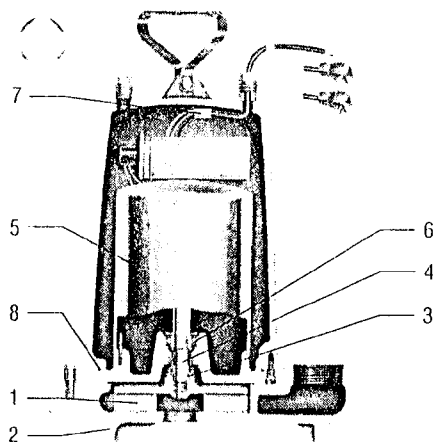
UL Underwriters Laboratories



WE0712H

## PARTS

Item No.	Description
1	Impeller
2	Casing
3	Mechanical seal
4	Shaft
5	Motor
6	Bearings – upper and lower
7	Power cable
8	O-ring



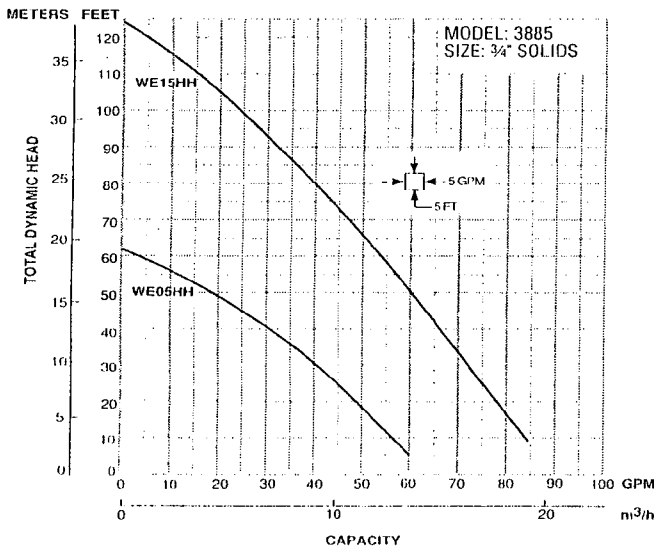
## GOULDS Submersible Effluent Pump

MODEL  
**3885**

## MODELS

Order No.	HP	Volts*	Phase	Max. Amp.	RPM	3 $\phi$ Heater Size	Wt. (lbs.)
WE0311L	1/4	115	1	9.4	1750	N/A	56
WE0312L		230		4.7			
WE0318L		200		5.4			
WE0311M		115		9.4			
WE0312M	1/2	230	3	4.7	1750	N/A	60
WE0318M		200		5.4			
WE0511H		115		14.5			
WE0512H		230		7.3			
WE0518H	3/4	200	3	8.4	3500	K32	70
WE0538H		200		3.9			
WE0532H		230		3.4			
WE0534H		460		1.7			
WE0511HH	1	115	1	14.5	3500	N/A	80
WE0512HH		230		7.3			
WE0518HH		200		8.4			
WE0538HH		200		3.8			
WE0532HH	1 1/2	230	3	3.3	3500	K31	80
WE0534HH		460		1.65			
WE0712H		230		10.0			
WE0718H		200		11.5			
WE0738H	1	200	3	6.2	3500	K49	80
WE0732H		230		5.4			
WE0734H		460		2.7			
WE1012H		230		12.5			
WE1018H	1 1/2	200	3	14.4	3500	K32	80
WE1038H		200		8.1			
WE1032H		230		7.0			
WE1034H		460		3.5			
WE1512H	1 1/2	230	3	15.7	3500	K53	80
WE1538H		200		10.6			
WE1532H		230		9.2			
WE1534H		460		4.6			
WE1512HH	1 1/2	230	3	15.0	3500	K53	80
WE1538HH		200		10.6			
WE1532HH		230		9.2			
WE1534HH		460		4.6			

\* For 575 V consult factory.



## PERFORMANCE RATINGS (gallons per minute)

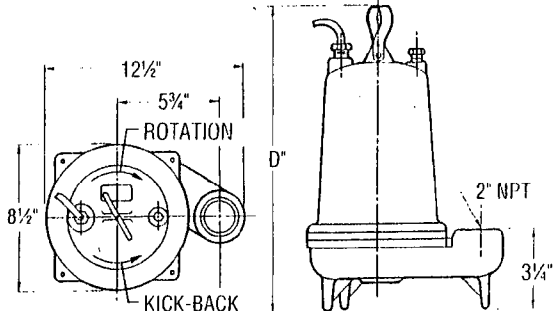
Order No.	WE0311L WE0312L WE0318L	WE0311M WE0312M WE0318M	WE0511H WE0512H WE0538H WE0532H WE0534H	WE0712H WE0738H WE0732H WE0734H	WE1012H WE1038H WE1032H WE1034H WE1018H	WE1512H WE1538H WE1532H WE1534H	WE0511HH WE0512HH WE0538HH WE0532HH WE0534HH WE0518HH	WE1512HH WE1538HH WE1532HH WE1534HH
HP	1/4	1/4	1/2	3/4	1	1 1/2	1 1/2	1 1/2
RPM	1750	1750	3500	3500	3500	3500	3500	3500
Total Head Feet of Water	5	5	5	5	5	5	5	5
10	80	65	—	—	—	—	56	84
15	60	57	69	90	104	128	53	82
20	36	45	60	83	98	122	48	77
25	—	25	50	76	92	116	45	75
30	—	—	38	67	85	109	40	72
35	—	—	26	58	78	102	35	70
40	—	—	15	47	70	94	30	67
45	—	—	—	36	62	86	25	64
50	—	—	—	25	52	77	18	60
55	—	—	—	17	42	67	12	58
60	—	—	—	8	32	56	3	54
65	—	—	—	—	21	46	—	51
70	—	—	—	—	11	35	—	47
75	—	—	—	—	—	25	—	43
80	—	—	—	—	—	15	—	40
90	—	—	—	—	—	—	—	33
100	—	—	—	—	—	—	—	24
110	—	—	—	—	—	—	—	15
120	—	—	—	—	—	—	—	5

## DIMENSIONS

(All dimensions are in inches. Do not use for construction purposes.)

D\* 1/4, 1/2, 3/4 and 1 HP = 15"

except for model WE0712H and WE1012H = 18"; 1 1/2 HP = 18"



## EFFLUENT EJECTOR SYSTEM

Effluent ejector system offers ease of ordering and installation. A single ordering number specifies a complete system designed for most residential and commercial sump and effluent pump applications.



### Package Includes:

Submersible Effluent Pump WE0311L, 12L or WE0311M, 12M, WE0511HH, 12HH Mechanical Level Control Switch A2-5 (115V), A2-6 (230V) Basin A7-1801S, Basin Cover A8-1822 Check Valve A9-2P  
Order No.: SWE0311L, SWE0312L, SWE0311M, SWE0312M, SWE0511HH, SWE0512HH.

**GOULDS PUMPS, INC.**  
WATER TECHNOLOGIES GROUP  
SENECA FALLS, NEW YORK 13143

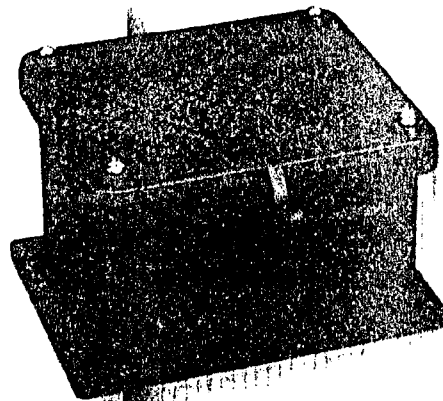
SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

PRINTED IN U.S.A.

# Accessories

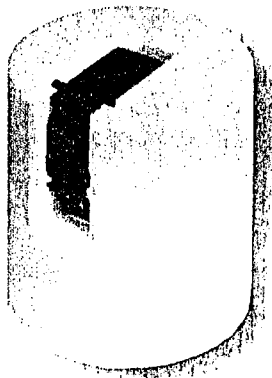
## JB70 JUNCTION BOX

- For indoor or outdoor use
- Versatile, reinforced, PVC weatherproof enclosure provides protection for electrical connections
- Tested to NEMA 4X standards
- Durable housing is resistant to moisture, flame and ultraviolet rays
- Hinged, lockable lid provides a secure, tamper-proof box



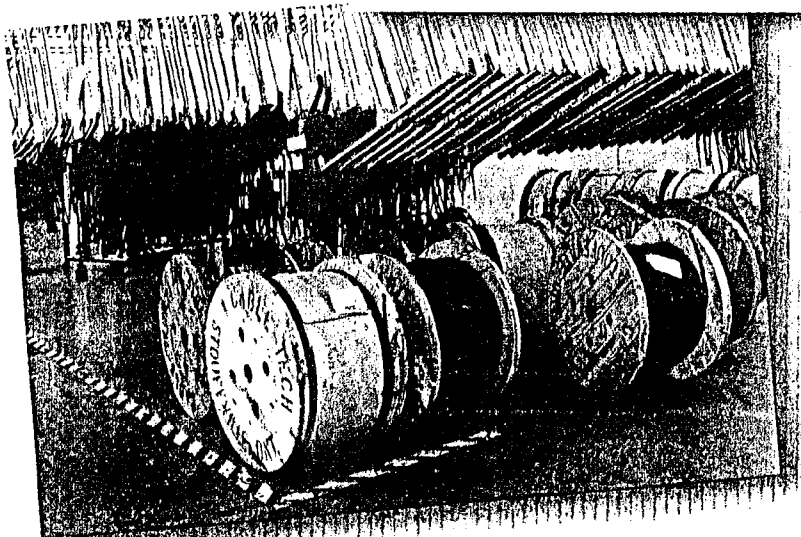
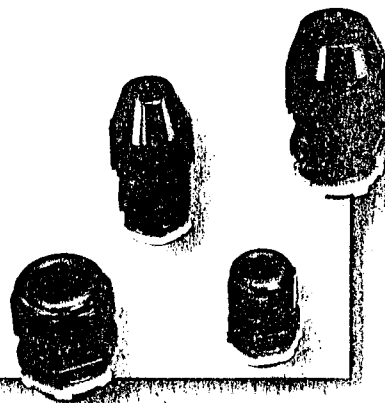
## SJE CABLE WEIGHT

- Provides a secure, adjustable, external pivot point for float switches
- Features impact-resistant, non-corrosive PVC housing



## CABLE CONNECTORS

- Provide strain relief and a liquid-tight seal
- Available for round cable or flat UF cable



To locate a distributor near you,  
please call 1-888-DIAL-SJE  
(1-888-342-5753)

# Liquid Level Alarms

SJE-Rhombus® alarm systems visually and audibly warn of threatening high or low liquid level conditions in lift pump chambers, sump pump basins, holding tanks, sewage, irrigation and other water systems. Each alarm is UL Listed for water and sewage, CSA Certified and comes with a two-year limited warranty.

## Tank Alert® I Alarm System



- NEMA 1 enclosure for Indoor use
- Features horn and warning light, horn test and silence switches
- 120 VAC components
- Step down transformer Included to reduce the possibility of shock
- Includes 15 foot Sensor Float® control switch (other switches available) and UL authorized waterproof splice kit
- Options Include: auxiliary alarm contacts, surge protection and 230 VAC components (230 VAC model is not UL Listed)

## Tank Alert® II Alarm System



- NEMA 4X enclosure for Indoor and outdoor use
- Features non-corrosive horn and large red beacon
- 120 VAC components
- Features automatic alarm silence re-set and alarm test switch
- Includes auxiliary alarm contacts, 20 foot Sensor Float® control switch (other switches available)
- Options Include: surge protection, flasher, pre-alarm flasher, amber beacon and 230 VAC components (230 VAC model is not UL Listed)



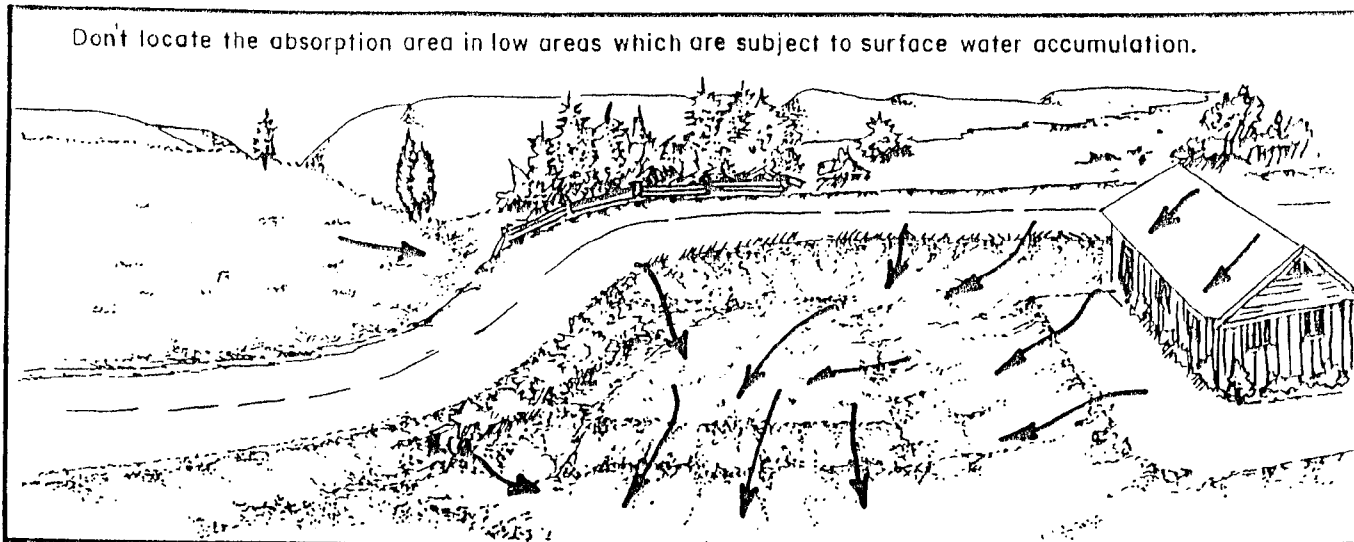
## Tank Alert® XT Indoor/Outdoor Alarm

- Enclosure meets type 3R water-tight standards
- For Indoor or outdoor use
- UL Listed for outdoor use (UL standard 864)
- Features horn and red beacon
- 120 VAC components
- Features automatic alarm silence re-set, alarm silence switch and alarm test switch
- Includes 15 foot Sensor Float® control switch (other switches available)
- Options include: auxiliary alarm contacts, premounted terminal block and 6 foot power cord

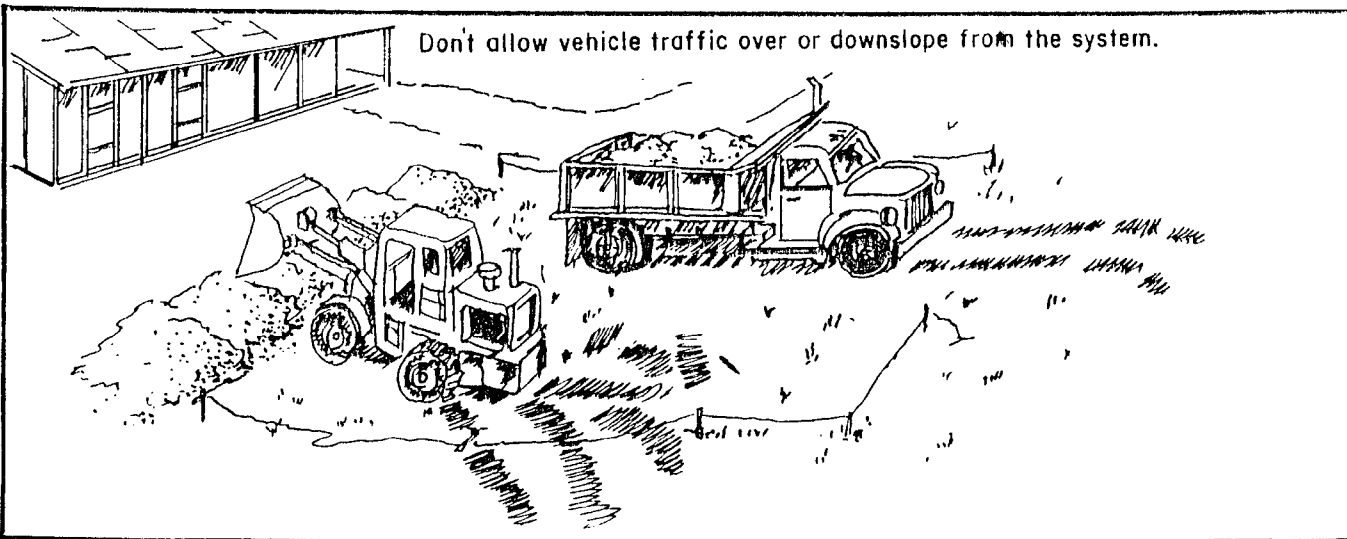
DON'T

EXCUTE THE NATURAL PERMEABILITY OF THE SITE

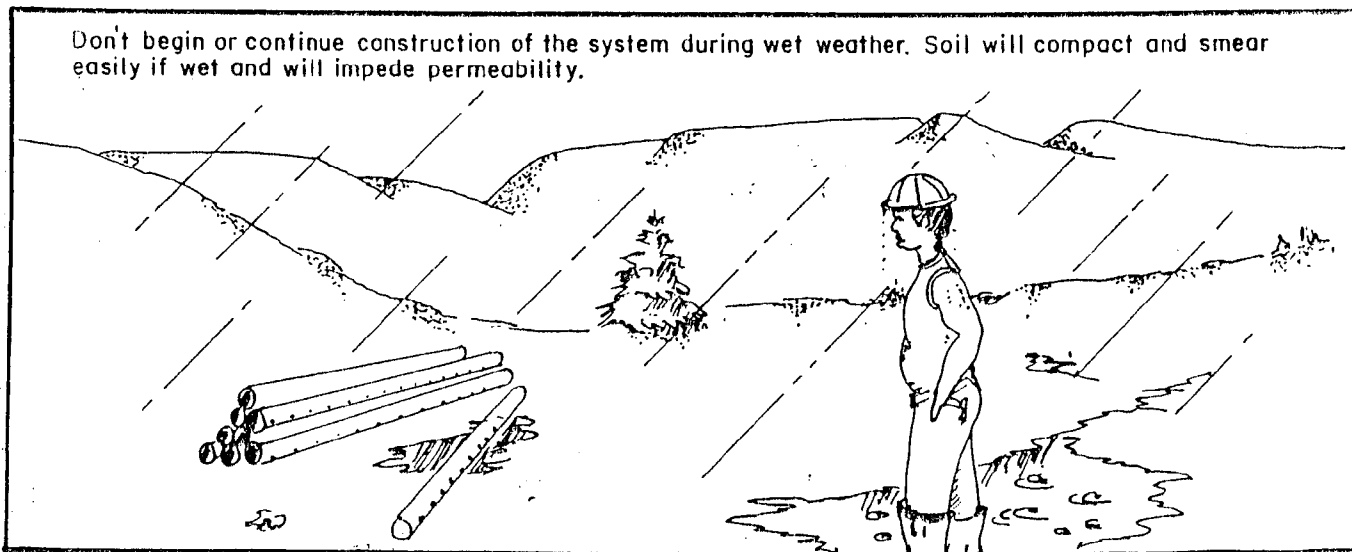
Don't locate the absorption area in low areas which are subject to surface water accumulation.



Don't allow vehicle traffic over or downslope from the system.




Don't begin or continue construction of the system during wet weather. Soil will compact and smear easily if wet and will impede permeability.

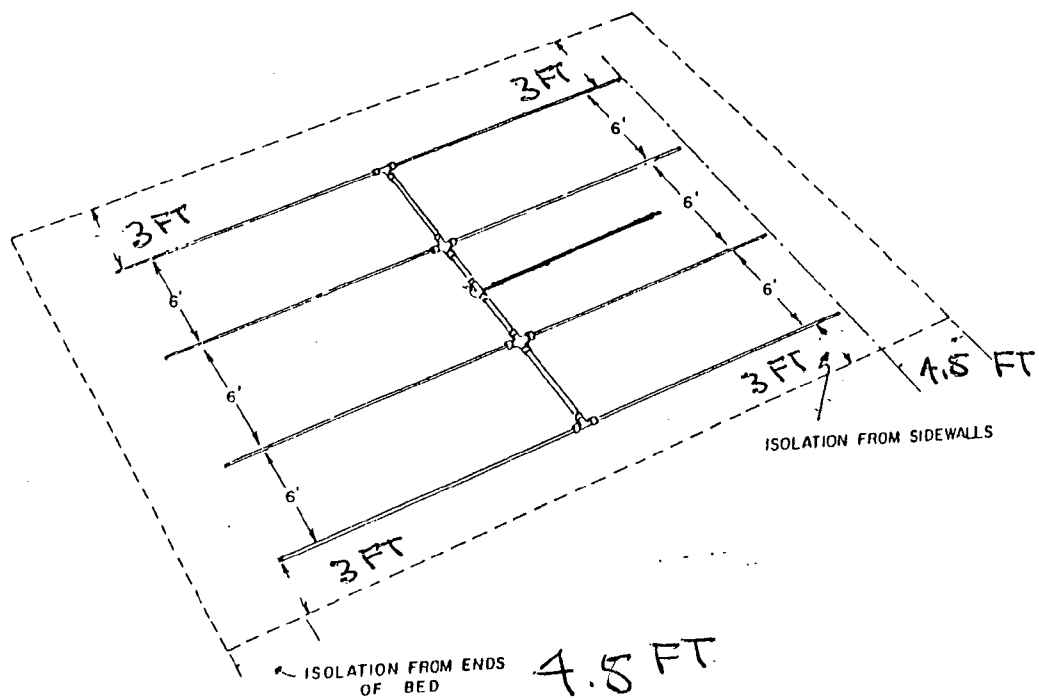
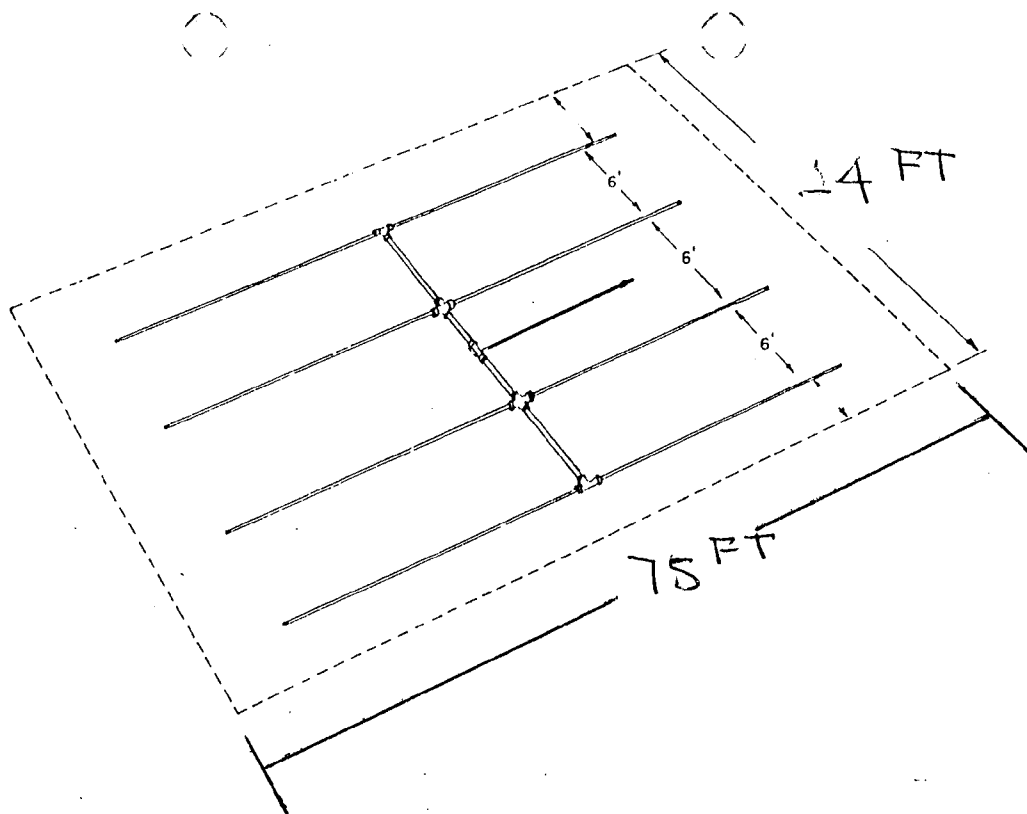


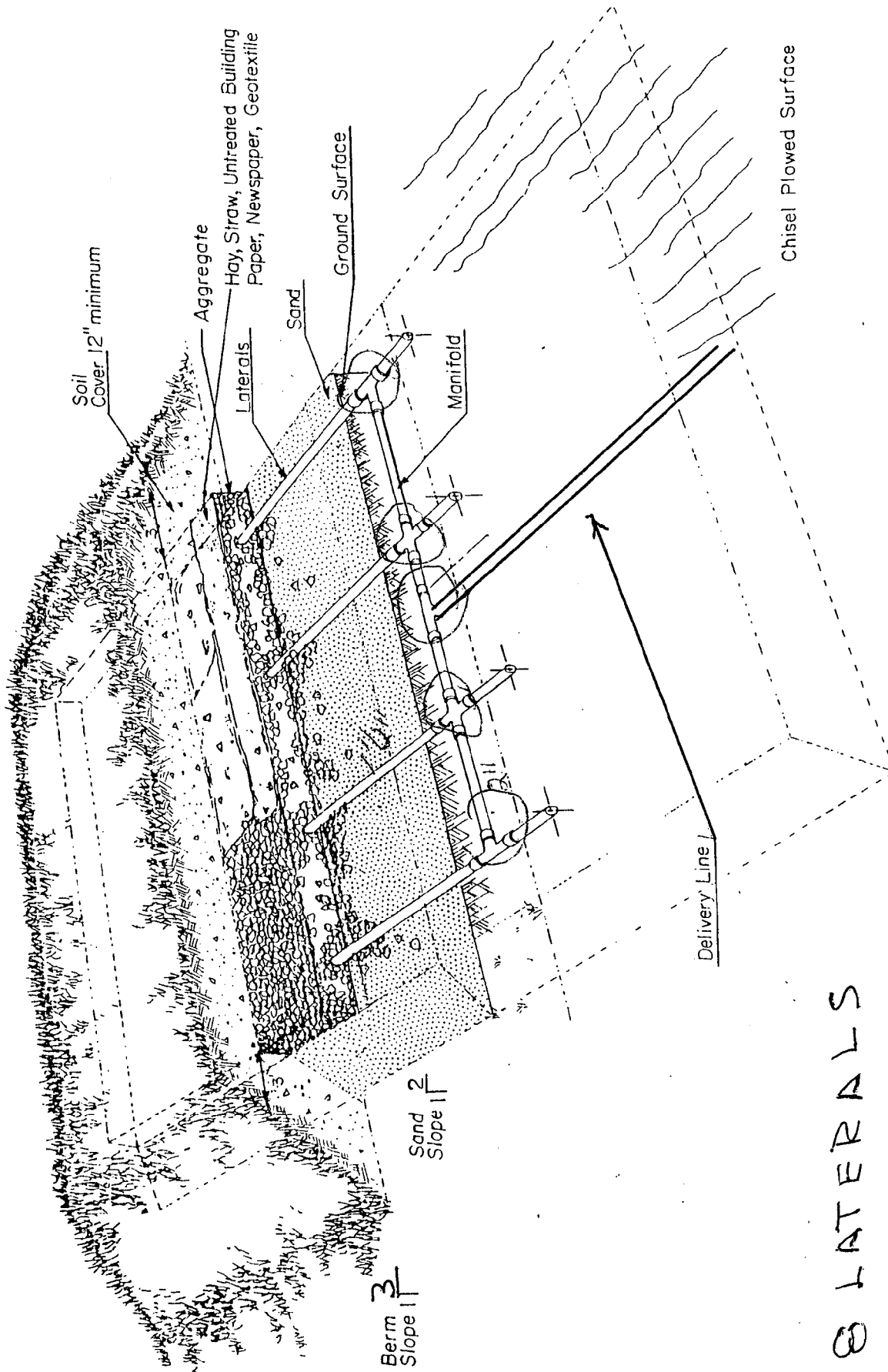
## ELEVATED SAND MOUND BED CONSTRUCTION GUIDELINES

1. All vegetation shall be cut close to the ground throughout the area being used for absorption area and berm. Bushes and trees shall be cut flush with the ground surface; roots shall be raked and removed from absorption and berm areas.
2. The proposed absorption area not obstructed by stumps or other obstacles shall be roughed or plowed parallel with the contour to a maximum depth of six inches, using a chisel plow or similar attachment to light-weight equipment. Rotary tilling shall be prohibited.
3. Under no circumstances shall equipment travel on the plowed soil surface until the sand is in place.
4. Immediately after plowing, sand shall be placed over the exposed plowed surface. SAND SHALL BE PLACED FROM THE UPSLOPE SIDE OF THE BED.
5. The slope of the sand not directly beneath the aggregate area shall be 50% or less.
6. The top of the sand directly beneath the aggregate shall be level to a tolerance of plus or minus 2 inches per 100 feet.
7. The mound shall be surrounded by a berm consisting of mineral soil containing less than 20% coarse fragments with no coarse fragments greater than four inches in diameter, more stable and less permeable than the sand and lightly compacted during construction to contain and protect the mound interior. The width of the berm shall be a minimum of three feet at the top of the aggregate.
8. Upon completion, the outside slope of the berm shall be no greater than 33% and shall be seeded to assure the stability of the berm. The cover over the aggregate shall be a minimum of one foot of soil suitable for the growth of vegetation.
9. No equipment shall be permitted on the downslope side of the mound with the exception of light weight equipment that is used to form the downslope berm. To the greatest extent possible, aggregate and the cover material shall be placed from the upslope side of the mound.
10. The area surrounding the mound shall be graded to provide for diversion of the surface runoff waters.
11. The dosing tank and delivery pipe must not be placed in the downslope area.
12. With all elevated sand mounds, quality construction is of more value than increased square footage. The design will help to compensate for poor soil conditions.

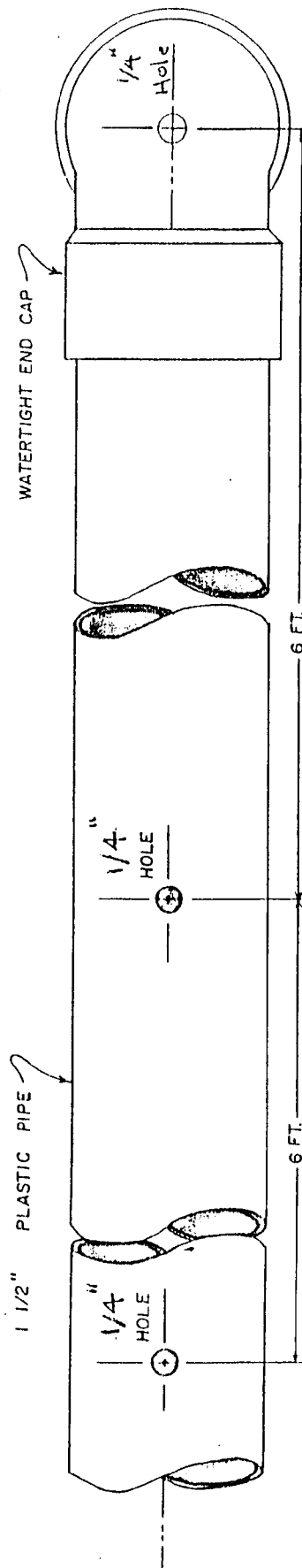
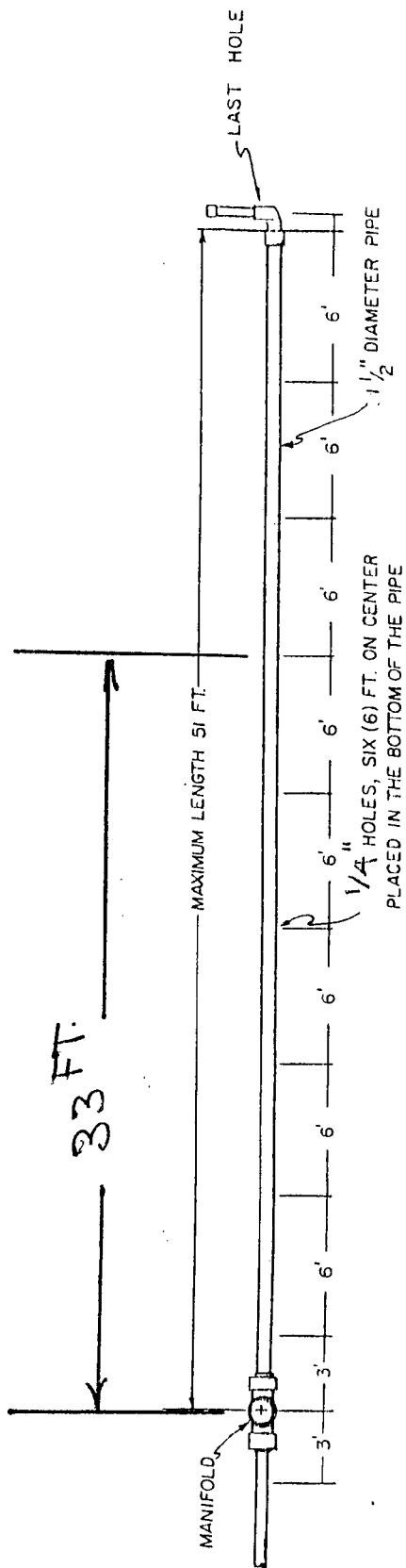
## CONSTRUCTION DETAILS ELEVATED SAND BED

1. Chisel plow absorption area. (Sand Perimeter & berm area)
2. Place sand over absorption area 75.00 feet X 24.00 feet.
3. Minimum depth of sand is 28 inches at upslope perimeter.
4. Level the sand. (Depth of sand increases as it is leveled toward downslope perimeter.)
5. Sand suppliers shall provide certification in writing to the sewage enforcement officer and permittee, with the first delivery to the job site from every sand source listing the amount of sand delivered, and that all sand supplied meets the requirements posted in the Department of Transportation specifications Publication #408, section 703. The size and grading shall meet bituminous concrete sand Type B #1 or #3 requirements from a Department of Transportation certified stockpile. The sieve analysis shall be conducted in accordance with PTM #616 and #100.
6. Slump (slope) of sand 2 to 1 upslope perimeter.  
Slump (slope) of sand 2 to 1 downslope perimeter.
7. Place 6 inches of aggregate (stone) over the sand. Coarse aggregate used in the distribution system shall meet the requirements of the Department of Transportation specifications, Publication #408 (1994) section 703 available from the Department of Transportation. The size and grading of the aggregate shall meet AASHTO No. 57 requirements from a PADOT certified stockpile and shall be of Type B quality requirements.
8. Place Distribution Network over stone. Distribution Network must be level.
9. Place 2 inches of stone over Distribution Network.
10. Place 2 to 4 inches of hay, straw, or approved geotextile material over stone.
11. Place minimum 1 foot stable soil over the mound. Seed.  

12. Minimum downslope soil berm shall be 3 to 1 (3 Ft. horizontal to 1 Ft. vertical).
13. Building sewer shall be 4 in. Schedule #40 PVC pipe, and between tanks
14. Follow additional detailed construction information that have been provided.





3 LATERALS  
6 HOLES / LATERAL





834-1914

1247 Million Dollar Highway • Kersey, PA 15846  
FAX (814) 834-2826 • www.jmdstones.com

Date & Time 5-11-05 Invoice/Certificate # \_\_\_\_\_

Customer Shiela (Green Ridge Drive in)

Address \_\_\_\_\_

Customer # Paid CK# 3940 771-1532

Description of Material	Price per Ton	Amount
<u>L-S Septic Sand</u>		
GROSS - <u>137.5</u>	<u>\$16.00</u>	<u>\$2200.00</u>
TARE -		
NET -		
TONS -		
<b>Small Quantity Delivery Charge</b>		

Weighmaster Signature \_\_\_\_\_ Sub Total \_\_\_\_\_

Weighmaster Number \_\_\_\_\_ 6% Sales Tax \$132.00

Customer Signature \_\_\_\_\_ TOTAL \$2332.00

*Thank you!*

**C.O.D. PAST DUE BALANCE SUBJECT TO**  
**1½% SERVICE CHARGE AFTER 30 DAYS -**  
**Minimum \$2.00 Billing Charge**

**Our Stones ROCK!**

IF THE CUSTOMER ORDERS DELIVERIES BEYOND THE CURB LINE, THE CUSTOMER ASSUMES ALL LIABILITY FOR DAMAGE TO SIDEWALKS, DRIVEWAYS, ROAD OR OTHER PROPERTY AND AGREES TO INDEMNIFY THE SELLER AGAINST ALL LIABILITY.



BROCKPORT YARD  
COUDERSPORT PRECAST, INC  
P O BOX 189  
COUDERSPORT, PA 16915

INVOICE DATE	INVOICE NO.	PAGE
5/09/05	00301049	1

Terms: DUE UPON RECPT

SOLD  
TO: SPUCK, SHEILA

SHIP  
TO:

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP.	PURCHASE ORDER NO.	SHIP DATE	SHIP VIA
1029	05/09/05	*MISC	KDJ		ASAP	No ship via
QUANTITY ORDERED	UNIT	ITEM NO.	ITEM DESCRIPTION		PRICE UNIT	UNIT PRICE
QUANTITY SHIPPED UNIT		QUANTITY BACK ORD.			ITEM DISCOUNT	EXTENDED PRICE
1.000		CSC1250	SEPTIC TANK 1250 2 COMPT		EA	1,022.00
1.000						1,022.00

COD

Store: 3  
Rgstr: 3  
Drwr: n/a  
User: KDJ  
Time: 15:29

INVOICES ARE DUE UPON RECEIPT  
ANY INVOICE PAST 30 DAYS WILL  
BE CHARGED INTEREST AT THE  
RATE OF 1 1/2% MONTHLY-18% PER  
ANNUM.

SALES AMOUNT	1,022.00
MISC. CHARGES	.00
FREIGHT	.00
SALES TAX	61.32
TOTAL	1,083.32
PAYMENT REC'D	.00
BALANCE DUE	1,083.32

EXHIBIT

I

tabbles

Gertz Electric  
3148 RT 219  
Falls Creek, PA 15840

PHONE (814) 375-0247 / FAX (814) 375-5500

Invoice No: 64699  
Customer No: C2  
Date: 05/11/2005

CASH SALE C2

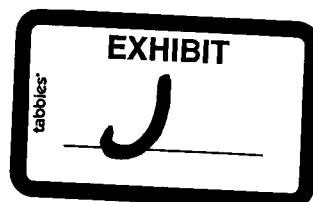
Phone: 0145

Ship Via	Terms	Purchase Order No	Employee	Sales Rep
PICKED UP	ON RECEIPT	CK# 3842	KS	

Order/Deliver/BO	Item	Description	Unit Price	Extended
6	6	34PVCCA	COUP PVC 3/4"	0.11770 0.71
60	60	34PVC	CONDUIT PVC 3/4"	0.19970 11.98
3	3	34PVCLB	LB PVC 3/4"	1.92610 5.78
4	4	34PVC45	45 PVC 3/4"	0.40050 1.60
75	75	12-2UFS	WIRE UF 12-2W/G	0.22520 16.89
75	75	14-2UFB	WIRE UF 14-2W/G	0.15450 11.59
1	1	816V	RECP SINGLE 15A 250V N6-1	1.86730 1.87
1	1	WPB34	BOX WP 3/4" HUB 3 HOLE 2"	3.12520 3.13
1	1	WPPRS	PLATE WP SINGLE RECP 1.59	2.46450 2.46
1	1	871	CONN COMP UF (2)#14 OR (1	1.99550 2.00
2	2	34PVCTA	CONN PVC 3/4"	0.35800 0.72
1	1	34LN	LOCKNUT 3/4"	0.10560 0.11

Taxable Amount	58.84
Tax 6%	3.53
Total Amount	62.37
CHECK	62.37
Balance	0.00

INVOICES OVER 30 DAYS WILL BE CHARGED A 1 1/2% SERVICE CHARGE PER MONTH. }



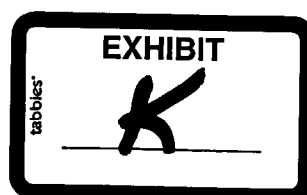
THANK YOU FOR SHOPPING AT  
KOHLHEPP TRUE VALUE  
(814) 371-5060

THANKS FOR SHOPPING KOHLHEPP TRUE VALUE  
5/12/05 3:41 NANCY 04 SALE

202176	1	KK	7.49	KK
5LB Hydraulic Cement				7.49
802389	2	EA	4.29	EA
3/4IN LR ACCESS FITTING				8.58

SUB-TOTAL:	16.07	TAX:	.96
		TOTAL:	17.03
CK#003943 ABA#		CK AMT:	17.03

====> JRN# C02947 <====  
CUST # \*5







**COMPLETE LINE OF PLASTIC & GALVANIZED PIPE**

PH 814-837-6951

RO. BOX 45, PENFIELD, PA. 15843

65168

# Thank You



# CATALANT PIPE & SUPPLY CO.

COMPLETE LINE OF PLASTIC & GALVANIZED PIPE

PH. 814-337-6251

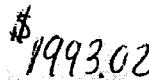
700 GUX RD, FENITEL, PA 16049

1973.05

Customer's Order No.		Phone No.		Date	
Sold To		Address		City	
Sold By		Cash	C.O.D.	Charge	On Acct.
Mjse. Ref'd.		Paid Out			
Qty.	Description	Price	Amount		
80'	2" SCH 40 PVC Pipe	58/11	46 40		
60'	4" SCH 40 PVC Pipe	1.48/11	88 80		
270'	1 1/2" SCH 40 PVC Pipe	44/11	118 80		
3	2" SCH 40 - P Tee	2.00	6 00		
2	2" " CROSS	4.70	9 40		
8	2" x 1 1/2" x 5/8" Bush	1.20	9 60		
1	2" " 90° Elbow	1.05	1 05		
1	2" " 45° Elbow	8.55	8 55		
1	2" " 90° Elbow	1.60	1 60		
4	2" " 90° Elbow	95	3 80		
10	1 1/2" " 90° Elbow	.65	6 50		
2	1 1/2" " 90° Elbow	1.05	2 10		
8	1 1/2" " 90° Elbow	1.20	9 60		
1	SPD 100 MM 1/2" Pipe		650 85		
1	SB FLOAT 220V		47 10		
1	GRASS		65 00		
1	4x3 SCH 40 Coupling	3.85	3 85		
2	4x3 SCH 40 90° Elbow	3.85	7 70		
2	4x3 " Tee	5.25	10 50		
3	4x3 " Cross	3.35	10 05		
All claims and returned goods MUST be accompanied by this bill.		Tax		116 45	
Rec'd. By		Total		1179 20	

65166

Thank You



COMPLETE LINE OF PLASTIC & GALVANIZED PIPE

PH 814-537-6851

PO. BOX 46, PENFIELD, PA 15648

[illegible]

65162

# Thank You

22861

# STATEMENT

DATE 5-31-05

TERMS

TO: Sheila Spuck / Greenridge Drive IN  
ADDRESS: 7560 Bennetts Valley Highway  
DUBOIS PA 15801

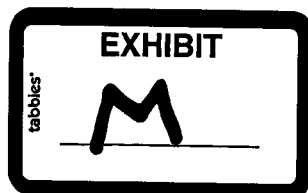
IN ACCOUNT WITH  
MIKE'S COMPACT EXCAVATING  
30 Sabula Lake RD  
DUBOIS PA 15801

86 HRS	MACHINE HOURS	17.50 HR	1505.00
39 HRS	MAN HOURS	15.00 HR	585.00

for SAND MOUND

TOTAL \$ 2090.00

adams DC5812



122854

**STATEMENT**

DATE

5-14-05

TERMS

TO

ADDRESS

SHEILA SPUCK - GREEN RIDGE DRIVE IN  
 7560 BENNETTS VALLEY HIGHWAY  
 DUBOIS PA 15801

IN ACCOUNT WITH

MIKES COMPACT EXCAVATION  
 30 SABULA LAKE RD  
 DUBOIS PA 15801

140.00 FOR 8 hr Day 17.50 hr

15.00 p hour MAN hrs

86 hrs MACHINE Hours For Sandman 1505 00

34 hrs MAN Hours For Sandman 2 510 00

TOTAL 2015 00

# INVOICE

REMIT TO ADDRESS:  
NORTH STAR AGGREGATES, INC.  
PO BOX 51  
PENFIELD, PA 15849  
TELEPHONE: 814-637-5599

INVOICE #: 5818

INVOICE DATE: 5/13/2005

CUSTOMER: BEN JOHNSON

TERMS: Net 30 Days

GREEN RIDGE DRIVE IN

DUE DATE: 6/12/2005

ORDER: GREENRIDGE

<u>Truck #</u> <u>Ticket #</u>	<u>Material</u> <u>Gross Weight</u>	<u>Tare Weight</u>	<u>Date Shipped</u> <u>Net Weight</u>	<u>Net</u> <u>Tonnage</u>	<u>Price</u> <u>Per Ton</u>	<u>Haul</u> <u>Charge</u>	<u>Other Fees</u>	<u>PA Sales Tax</u>	<u>Total</u> <u>(Including Tax)</u>
NSA RM 18124	SEPTIC SAND 75020	25400	5/6/2005 49620	24.81	\$10.25	\$0.00	\$ 0.00	\$ 15.26	\$269.56
NSA RM 18127	SEPTIC SAND 75560	25400	5/6/2005 50160	25.08	\$10.25	\$0.00	\$ 0.00	\$ 15.42	\$272.49
NSA RM 18130	SEPTIC SAND 75520	25400	5/6/2005 50120	25.06	\$10.25	\$0.00	\$ 0.00	\$ 15.41	\$272.28
NSA RM 18132	SEPTIC SAND 78480	25400	5/6/2005 53080	26.54	\$10.25	\$0.00	\$ 0.00	\$ 16.32	\$288.36
NSA RM 18152	SEPTIC SAND 77440	25400	5/6/2005 52040	26.02	\$10.25	\$0.00	\$ 0.00	\$ 16.00	\$282.71
NSA RM 18155	SEPTIC SAND 77700	25400	5/6/2005 52300	26.15	\$10.25	\$0.00	\$ 0.00	\$ 16.08	\$284.12
NSA RM 18156	SEPTIC SAND 77420	25400	5/6/2005 52020	26.01	\$10.25	\$0.00	\$ 0.00	\$ 16.00	\$282.60
NSA RM 18158	SEPTIC SAND 77900	25400	5/6/2005 52500	26.25	\$10.25	\$0.00	\$ 0.00	\$ 16.14	\$285.20
NSA DAN 18160	FILL/B 74660	25400	5/6/2005 49260	24.63	\$6.00	\$0.00	\$ 0.00	\$ 8.87	\$156.65
NSA CHAD 18167	SEPTIC SAND 78760	25400	5/7/2005 53360	26.68	\$10.25	\$0.00	\$ 0.00	\$ 16.41	\$289.88
NSA CHAD 18169	SEPTIC SAND 79440	25400	5/7/2005 54040	27.02	\$10.25	\$0.00	\$ 0.00	\$ 16.62	\$293.58
NSA CHAD 18173	SEPTIC SAND 79600	25400	5/7/2005 54200	27.10	\$10.25	\$0.00	\$ 0.00	\$ 16.67	\$294.45
NSA CHAD 18174	SEPTIC SAND 74520	25400	5/7/2005 49120	24.56	\$10.25	\$0.00	\$ 0.00	\$ 15.10	\$266.84
NSA CHAD 18177	SEPTIC SAND 73500	25400	5/7/2005 48100	24.05	\$10.25	\$0.00	\$ 0.00	\$ 14.79	\$261.30

EXHIBIT

tabbles

N

PLEASE NOTE: CURRENT CHARGES ONLY. PLEASE PAY FROM  
The current amount due does not include any previous balances. A late ch

IT WILL BE ISSUED.  
(ear) will be applied to all past due amounts.

# INVOICE

REMIT TO ADDRESS:  
NORTH STAR AGGREGATES, INC.  
PO BOX 51  
PENFIELD, PA 15849  
TELEPHONE: 814-637-5599

CUSTOMER: BEN JOHNSON  
GREEN RIDGE DRIVE IN

INVOICE #: 5853  
INVOICE DATE: 5/18/2005  
TERMS: Net 30 Days  
DUE DATE: 6/17/2005

ORDER: GREENRIDGE

<u>Truck #</u>	<u>Material</u>		<u>Date Shipped</u>	<u>Net</u>	<u>Price</u>	<u>Haul</u>			<u>Total</u>
<u>Ticket #</u>	<u>Gross Weight</u>	<u>Tare Weight</u>	<u>Net Weight</u>	<u>Tonnage</u>	<u>Per Ton</u>	<u>Charge</u>	<u>Other Fees</u>	<u>PA Sales Tax</u>	<u>(Including Tax)</u>
ALLEGHEN 18403	2B SANDY RIDGE 73260	26000	4/19/2005 47260	23.63	\$15.00	\$0.00	\$ 0.00	\$ 21.27	\$375.72
ALLEGHEN 18406	2B SANDY RIDGE 73280	26000	4/19/2005 47280	23.64	\$15.00	\$0.00	\$ 0.00	\$ 21.28	\$375.88
NSA RM 18483	2B SANDY RIDGE 74280	26000	5/18/2005 48280	24.14	\$15.00	\$0.00	\$ 0.00	\$ 21.73	\$383.83

Transaction Count: 3

Total Taxes: \$64.28

Current Amount Due (Incl. Tax): (\$1,135.43)

PLEASE NOTE: CURRENT CHARGES ONLY. PLEASE PAY FROM THIS INVOICE, NO STATEMENT WILL BE ISSUED.  
The current amount due does not include any previous balances. A late charge of 1.5% per month (18% per year) will be applied to all past due amounts.

# INVOICE

REMIT TO ADDRESS:  
NORTH STAR AGGREGATES, INC.  
PO BOX 51  
PENFIELD, PA 15849  
TELEPHONE: 814-637-5599

**CUSTOMER :** BEN JOHNSON  
GREEN RIDGE DRIVE IN

INVOICE # : 5853  
INVOICE DATE: 5/18/2005  
**TERMS: Net 30 Days**

**DUE DATE: 6/17/2005**

**ORDER: GREENRIDGE**

<u>Truck #</u>	<u>Material</u>		<u>Date Shipped</u>	<u>Net</u>	<u>Price</u>	<u>Haul</u>			<u>Total</u>
<u>Ticket #</u>	<u>Gross Weight</u>	<u>Tare Weight</u>	<u>Net Weight</u>	<u>Tonnage</u>	<u>Per Ton</u>	<u>Charge</u>	<u>Other Fees</u>	<u>PA Sales Tax</u>	<u>(Including Tax)</u>
ALLEGHEN 18403	2B SANDY RIDGE 73260	26000	4/19/2005 47260	23.63	\$15.00	\$0.00	\$ 0.00	\$ 21.27	\$375.72
ALLEGHEN 18406	2B SANDY RIDGE 73280	26000	4/19/2005 47280	23.64	\$15.00	\$0.00	\$ 0.00	\$ 21.28	\$375.88
NSA RM 18483	2B SANDY RIDGE 74280	26000	5/18/2005 48280	24.14	\$15.00	\$0.00	\$ 0.00	\$ 21.73	\$383.83

**Transaction Count:** 3

**Total Taxes:** \$64.28

**Current Amount Due (Incl. Tax) :** \$1,135.43

PLEASE NOTE: CURRENT CHARGES ONLY. PLEASE PAY FROM THIS INVOICE, NO STATEMENT WILL BE ISSUED.  
The current amount due does not include any previous balances. A late charge of 1.5% per month (18% per year) will be applied to all past due amounts.



# CALIARI

## Concrete Construction



573 Parrish Road, DuBois, PA 15801

Telephone (814) 371-1339

1801

Commercial & Residential • Concrete Finishing • Paver Brick Driveways & Sidewalks  
Skid Steer Service • Concrete Cutting

TO: Shirley Spuck

Date: 5/20/05

P.O. # Green Ridge

TERMS: UPON RECEIPT

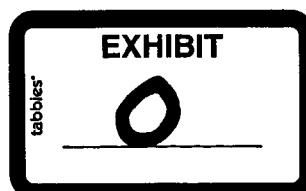
1½% interest charged on accounts past 30 days.

DATE	DESCRIPTION	PRICE PER LIN. FT.	PRICE PER SQ. FT.	AMOUNT
	210 Tons Top Soil with Trucking 28.00 per ton		Total	\$5880.00

Thank You!

"Do it right the first time...Use The Professionals"

Thank You!



Thila M. Spuck,  
Greenidge River  
RT 255, Quakertown Pa 18851

# AUTO REPAIR ORDER

NAME	FRANS B. JOHNSON	##
ADDRESS	445 PARRISH Rd	
CITY, STATE	DUBOIS	PA 15801

[illegible]

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR, TRUCK OR VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE CAR, TRUCK OR VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

TEARDOWN ESTIMATE - I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN \_\_\_\_\_ DAYS OF THE DATE SHOWN IF I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED.

1. I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$\_\_\_\_\_.

3. i do not want an estimate

**a** *adams* GT3870

## AUTO REPAIR ORDER



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

SHIELA M. SPUCK and DAWN  
E. SPUCK,

Plaintiffs

vs.

KENNETH A. SHERWOOD and  
CAROLEN SHERWOOD,

Defendants

No. 05-1143-C.D.

Type of Pleading:

**ANSWER AND NEW  
MATTER**

Filed on Behalf of:

DEFENDANTS


Counsel of Record for  
This Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

You are hereby notified to plead  
to the within pleading within  
twenty (20) days hereof or a  
default judgment may be entered  
against you.



Date: 8/26/05

FILED <sup>NO CC</sup>  
m10:5484  
AUG 29 2005 

William A. Shaw  
Prothonotary/Clerk of Courts

5. Admitted.

6. Admitted and denied. Defendants admit that the Plaintiffs entered into the subject written agreement. Defendants deny that Plaintiffs relied on any representations not expressly set forth in the written contract.

7. Denied. To the best of Defendants' knowledge, the subject septic system was comprised of a 1,000 gallon septic tank and leach bed.

8. Admitted.

9. Denied as stated. Defendants deny the allegations set forth in Paragraph 9 of Plaintiffs' Complaint to the extent that said allegations are inconsistent with the subject written contract as the contract speaks for itself.

10. Denied. After reasonable investigation, Defendants are without knowledge sufficient to form a belief as to the truth of the averments set forth in Paragraph 10 of Plaintiffs' Complaint. As such, said averments are denied and strict proof is demanded at trial.

11. Denied. After reasonable investigation, the Defendants are without knowledge sufficient to form a belief as to the truth of the averments set forth Paragraph 11 of Plaintiffs' Complaint. As such, said averments are denied and strict proof is demanded at trial.

12. Denied. Paragraph 12 of Plaintiffs' Complaint sets forth conclusions of law. As such, no response is required. To the extent a response is required said allegations are denied.

WHEREFORE, Defendants enter judgment in their favor.

## **II. FRAUD - INTENTIONAL MISREPRESENTATION**

13. Defendants incorporate all prior paragraphs herein.

14. Denied. Defendants deny that they knew or should have known that the subject system did not function properly and/or did not consist of a 1,000 gallon septic tank and properly functioning leach bed. By way of further answer, to the best of Defendants' knowledge throughout the tenure of their ownership of the subject real property, the septic system functioned properly and consisted of a 1,000 gallon septic tank and properly functioning leach bed.

15. Paragraph 15 of Plaintiffs' Complaint sets forth a legal conclusion. As such, no response is required. To the extent a response is required, said averments are denied for reasons set forth in Defendants' New Matter.

16. Paragraph 16 of Plaintiffs' Complaint sets forth a legal conclusion. As such, no response is required. To the extent a response is required, said averments are denied for reasons set forth in Defendants' New Matter.

17. Paragraph 17 of Plaintiffs' Complaint sets forth a legal conclusion. As such, no response is required. To the extent a response is required, said averments are denied for reasons set forth in Defendants' New Matter.

WHEREFORE, Defendants demand judgment in their favor.

### **NEW MATTER**

18. Defendants incorporate all prior paragraphs herein.

19. Plaintiffs' Complaint fails to set forth a claim upon which relief can be granted.

20. Plaintiffs' claim are barred by the Statute of Frauds.

21. Plaintiffs' claim are barred by the Statute of Limitations.

22. Plaintiff, Dawn E. Spuck, was employed by the Defendants at the subject property from 1992 through 1996 and again in 1998.

23. Plaintiff, Shiela M. Spuck, rented the subject property from Defendants from April 1, 2000, through March 1, 2002.

24. Plaintiffs were free to inspect the subject septic system at the time they purchased the real property.

25. Despite having ample opportunity to do, Defendants did not inspect the subject septic system.

26. In failing to so inspect the subject septic system, Plaintiffs breached their duty of due diligence.

27. On or about April 17, 1991, shortly after Defendants purchased the subject real property, Huston Townships sewage enforcement officer, Marlin F. Weaver, inspected the subject septic system and issued Defendants a Certificate of Compliance. A true and correct copy of the Certificate of Compliance is attached hereto and marked as Exhibit "A".


28. Throughout Defendants' ownership of the subject property, the septic system functioned properly and without incident.

29. To the best of Defendants' knowledge, at the time of the sale of the real property to Plaintiffs and throughout Defendants'

ownership of the real property the septic system functioned properly and consisted of a 1,000 gallon septic tank and leach bed.

30. Any malfunction of the subject septic system was the result of Plaintiffs' own conduct.

WHEREFORE, Defendants demand judgment in their favor.


A handwritten signature in black ink, appearing to read 'S. Casey Bowers', is written over a horizontal line.

S. Casey Bowers  
Attorney for Defendants

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 26<sup>th</sup> day of August, 2005, I served a copy of the within Answer and New Matter by first class mail, postage prepaid, to:

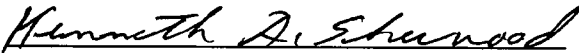
Benjamin S. Blakley, III, Esq.  
Blakley & Jones  
90 Beaver Drive, Box 6  
DuBois, PA 15801

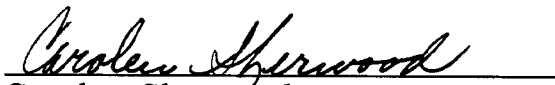
  
\_\_\_\_\_  
S. Casey Bowers

**VERIFICATION**

We, KENNETH A. SHERWOOD and CAROLEN SHERWOOD, verify that the statements in the foregoing Answer and New Matter are true and correct to the best of our knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

  
Kenneth A. Sherwood

  
Carolyn Sherwood

4-20-91

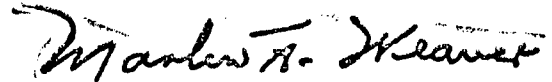
Kenneth Sherwood  
R.D.#2 Box #177  
DuBois, Pa. 15801

Greenridge Drive In

At your request, on 4-17-91, I conducted an investigation concerning the on-lot sewage system which you propose to use for opening of the Greenridge Drive-In.

This existing system served a "fast food" establishment in the past. You propose to use this system to reopen a similar establishment and establish a floral shop in a room of the building. There is no seating and paper take out service will be utilized. Three employees are anticipated.

You state that this is an old seepage bed estimated to be approximately 25'x75' served by a 1000 gallon minimum septic tank. The water in the building was allowed to run for 1½ hours and there was no evidence of malfunction. Huston Township has no record of any previous malfunction. Huston Township would have no objection to the use of the existing sewage system for the described purpose.



Marlin F. Weaver  
Sewage Enforcement Officer  
for Huston Twp.

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

SHIELA M. SPUCK and DAWN E.  
SPUCK,

Plaintiffs,

vs.

KENNETH A. SHERWOOD and  
CAROLEN SHERWOOD,

Defendants.

) NO. 05 - 1143 - C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading:  
) REPLY TO NEW MATTER  
)  
) Filed on Behalf of:  
) Plaintiffs  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III, ESQ.  
) Supreme Court no. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (814) 371-2730

FILED 4CC  
0/3:0031  
OCT 19 2005  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty Blakley

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

SHIELA M. SPUCK and DAWN E. SPUCK,	)	NO. 05 - 1143 - C.D.
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
KENNETH A. SHERWOOD and CAROLEN SHERWOOD,	)	
	)	
Defendants.	)	

**REPLY TO NEW MATTER**

AND NOW come Plaintiffs, **SHIELA M. SPUCK and DAWN E. SPUCK**, by and through their attorneys, **BLAKLEY & JONES**, and file the following Reply to Defendants' New Matter as follows:

18. Requires no answer.
19. Paragraph 19 of Defendants' New Matter states a conclusion of law to which no answer is required
20. Paragraph 20 of Defendants' New Matter states a conclusion of law to which no answer is required
21. Paragraph 21 of Defendants' New Matter states a conclusion of law to which no answer is required
22. Admitted.
23. Admitted.

24. It is denied that Plaintiffs were free to inspect the subject septic system at the time they purchased the subject property, and on the contrary, it is averred that the Plaintiffs were discouraged from inspecting the subject septic system and were urged by the Defendants to rely on their fraudulent misrepresentations as to the conditions of the septic system and by the Defendants' presentation of fraudulently obtained documentation concerning the approval of the subject septic system by the Sewage Enforcement Officer of Huston Township, Clearfield County, Pennsylvania.

25. Denied for the reasons set forth in the previous paragraph.

26. Denied for the reasons set forth in the Plaintiffs' reply to Paragraph 25 of Defendants' New Matter.

27. Admitted; however, Plaintiffs believe, and therefore aver, that the statements contained within the correspondence of Marlin F. Weaver, Sewage Enforcement Officer of Huston Township, were based upon the misrepresentations of the Defendants, and not as a result of any inspection by the said Sewage Enforcement Officer, the same being set forth in Paragraph 3 of the correspondence of April 20, 1991, from Marlin F. Weaver.

28. After reasonable investigation, the Plaintiffs are unable to determine the truth or falsity of the allegations contained in Paragraph 28 of the Defendants' New Matter, and therefore, the same are denied and the Plaintiffs demand strict proof thereof at trial.

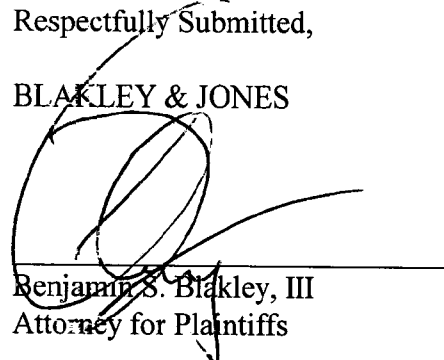
29. It is denied that the subject property was serviced by a 1,000 gallon septic tank and leach bed, and on the contrary, it is averred that the subject property was serviced by a 500

gallon septic system with no leach bed, but rather was serviced with a drainage pipe leading from the subject property under Pennsylvania Route 255 and thereafter draining onto the surface of real property located adjacent to the subject real property and across Pennsylvania Route 255.

30. Denied, and on the contrary, it is averred that the malfunction of the septic system was the result of the fraud and misrepresentation of the Defendants as set forth in Plaintiffs' Complaint.

Respectfully Submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III  
Attorney for Plaintiffs

### VERIFICATION

I, **SHIELA M. SPUCK**, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Reply to Defendants' New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 10/10/05

Shiela M Spuck  
**SHIELA M. SPUCK**

**VERIFICATION**

I, **DAWN E. SPUCK**, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Reply to Defendants' New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

  
**DAWN E. SPUCK**

Dated: 10-19-05

**CERTIFICATE OF SERVICE**

This will certify that the undersigned served a copy of Plaintiff's Reply to New Matter in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 19<sup>th</sup> day of October, 2005:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
498 Jeffers Street  
P O Box 487  
DuBois PA 15801



Benjamin S. Blakley, III

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

SHIELA M. SPUCK and DAWN  
E. SPUCK,

Plaintiffs

vs.

KENNETH A. SHERWOOD and  
CAROLEN SHERWOOD,

Defendants

No. 05-1143-C.D.

Type of Pleading:

**NOTICE OF SERVICE**

Filed on Behalf of:

DEFENDANTS

Counsel of Record for  
This Party:

S. Casey Bowers, Esq.  
Supreme Court No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801  
814-371-7768

Date: October 24, 2005

FILED  
0123201  
OCT 25 2005  
Amy Bowers

William A. Shaw  
Prothonotary Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

SHIELA M. SPUCK AND DAWN  
E. SPUCK,

Plaintiffs

vs.

KENNETH A. SHERWOOD and  
CAROLEN SHERWOOD,

Defendants

No. 05-1143-CD

**NOTICE OF SERVICE OF REQUEST FOR  
PRODUCTION OF DOCUMENTS AND  
DEFENDANTS INTERROGATORIES  
TO PLAINTIFFS**

This is to certify that on the 24th day of October, 2005, I served an original and two copies of Request for Production of Documents and Defendants Interrogatories to Plaintiffs, by first class mail, postage prepaid, to:

Benjamin S. Blakley, III, Esq.  
Blakley & Jones  
90 Beaver Drive, Box 6  
DuBois, PA 15801



---

S. Casey Bowers  
Attorney for Defendants

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100716  
NO: 05-1143-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: SHIELA M. SPUCK and DAWN E. SPUCK  
vs.  
DEFENDANT: KENNETH A. SHERWOOD and CAROLEN SHERWOOD

**SHERIFF RETURN**

NOW, August 12, 2005 AT 11:10 AM SERVED THE WITHIN COMPLAINT ON KENNETH A. SHERWOOD DEFENDANT AT RD#2 BOX 177, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KENNETH A. SHERWOOD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

019:5284  
DEC 20 2005

Prothonotary, Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100716  
NO: 05-1143-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: SHIELA M. SPUCK and DAWN E. SPUCK  
vs.  
DEFENDANT: KENNETH A. SHERWOOD and CAROLEN SHERWOOD

**SHERIFF RETURN**

---

NOW, August 12, 2005 AT 11:10 AM SERVED THE WITHIN COMPLAINT ON CAROLEN SHERWOOD DEFENDANT AT RD#2 BOX 177, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CAROLEN SHERWOOD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100716  
NO: 05-1143-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: SHIELA M. SPUCK and DAWN E. SPUCK

vs.

DEFENDANT: KENNETH A. SHERWOOD and CAROLEN SHERWOOD

SHERIFF RETURN

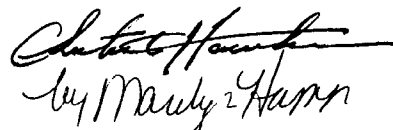
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BLAKLEY	4371	20.00
SHERIFF HAWKINS	BLAKLEY	4371	39.76

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,



Chester A. Hawkins  
Sheriff

LA

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

SHIELA M. SPUCK and DAWN E.  
SPUCK,

Plaintiffs,

vs.

KENNETH A. SHERWOOD and  
CAROLEN SHERWOOD,

Defendants.

) NO. 05 - 1143 - C.D.  
)  
) Type of Case: CIVIL ACTION  
)  
) Type of Pleading:  
) MOTION TO WITHDRAW  
)  
) Filed on Behalf of:  
) Plaintiffs  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III, ESQ.  
) Supreme Court no. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) Du Bois, Pa 15801  
) (814) 371-2730

FILED

JUN 20 2006

011:40/W

William A. Shaw

Prothonotary/Clerk of Courts

3 CEM TO ATT

FILED

JUN 20 2006

William A. Shaw  
Prothonotary/Clerk of Courts

CA

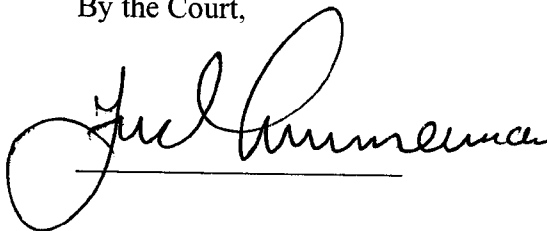
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

SHIELA M. SPUCK and DAWN E. SPUCK,	)	NO. 05 - 1143 - C.D.
	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
KENNETH A. SHERWOOD and	)	
CAROLEN SHERWOOD,	)	
	)	
Defendants.	)	

**ORDER**

AND NOW, this 21 day of June, 2006, in consideration of the within Motion to Withdraw, it is the ORDER of this Court that the same is hereby granted, and that the Movant, **BENJAMIN S. BLAKLEY, III**, is hereby granted leave to withdraw his appearance for Plaintiffs in this action.

By the Court,



**FILED**  
014:0031  
JUN 21 2006  
William A. Shaw  
Prothonotary/Clerk of Courts  
3cc  
Atty Blakley  
1cc Atty Bowers  
1cc S. Spuck  
1cc D. Spuck  
CK

FILED

JUN 21 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 6/21/06

       You are responsible for serving all appropriate parties.

  X   The Prothonotary's office has provided service to the following parties:

  X   Plaintiff(s)   X   Plaintiff(s) Attorney        Other

       Defendant(s)   X   Defendant(s) Attorney

       Special Instructions:

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

SHIELA M. SPUCK and DAWN E. SPUCK,	)	NO. 05 - 1143 - C.D.
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
KENNETH A. SHERWOOD and	)	
CAROLEN SHERWOOD,	)	
	)	
Defendants.	)	

**MOTION TO WITHDRAW**

AND NOW comes Movant, **BENJAMIN S. BLAKLEY, III**, who moves this Honorable Court to withdraw as counsel for Plaintiffs, **SHIELA M. SPUCK and DAWN E. SPUCK**, in the above captioned matter, and in support thereof the following is averred:

1. Plaintiffs, **SHIELA M. SPUCK and DAWN E. SPUCK**, and her attorney, **BENJAMIN S. BLAKLEY, III**, entered into a Fee Agreement, whereby Plaintiffs agreed to pay a specified sum of Money for legal representation and court costs.
2. **BENJAMIN S. BLAKLEY, III**, and the law firm of **BLAKLEY & JONES** conducted ongoing settlement negotiations and filed documents on behalf of Plaintiffs.
3. Despite a written understanding requiring payment by Plaintiffs for your Movant's services on an hourly fee basis, and despite repeated written and oral demands, Movant has not received payment for fees and costs advanced on behalf of Plaintiffs.

4. Plaintiffs have been notified of their failure to fulfill their obligation to Movant and have been given written warnings that Movant will withdraw as counsel unless Defendant's obligations under the agreement are timely.

5. Plaintiffs have indicated to Movant on at least two (2) prior occasions that payment has been or will be sent; however, said payment has not been received by Movant.

6. Continued representation of Plaintiffs without payment of Movant's fees and costs, or the prospect of such payments, has resulted and will further result in an unreasonable financial burden on Movant, and good cause exists therefore under Rule 1.16(b)(5) of the Pennsylvania Rules of Professional Conduct for Movant's withdrawal.

7. Good cause exists under Rule 1.16(b)(4) of the Pennsylvania Rules of Professional Conduct for Movant's withdrawal, insofar as Plaintiffs have failed to fulfill their obligation to Movant.

WHEREFORE, Movant respectfully requests that this Court grant Movant leave to withdraw his appearance for Plaintiffs in this action, as it appears that the clients cannot abide by the terms of the Fee Agreement governing representation.

Respectfully Submitted,

BLAKLEY & JONES

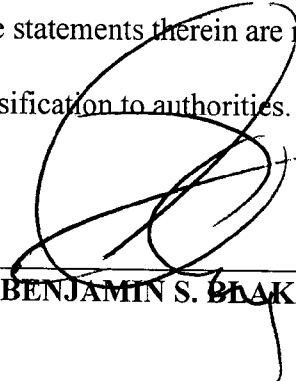
Benjamin S. Blakley, III

### VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby verify that the statements made in the foregoing Motion to Withdraw as Counsel are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_

6/21/06

  
\_\_\_\_\_  
**BENJAMIN S. BLAKLEY, III**

**CERTIFICATE OF SERVICE**

This will certify that the undersigned served a copy of the foregoing Motion to Withdraw in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 21<sup>st</sup> day of June, 2006:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
498 Jeffers Street  
P O Box 487  
DuBois PA 15801

Ms. Sheila Spuck  
443 Parish Road  
DuBois PA 15801

Ms. Dawn E. Spuck  
2004 Ridge Top Drive  
Round Rock TX 78664



\_\_\_\_\_  
Benjamin S. Blakley, III

## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2005-01143-CD

Shiela M. Spuck  
Dawn E. Spuck

Vs.

Kenneth A. Sherwood  
Carolyn Sherwood

FILED  
FEB 01 2012  
William A. Shaw  
Prothonotary/Clerk of Court

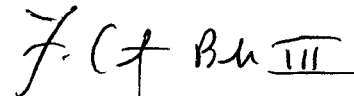
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **April 2, 2012**.

**If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.**

By the Court,

  
F. Cortez Bell, III, Esq.  
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Shiela M. Spuck  
Dawn E. Spuck

Vs.

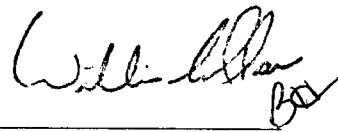
2005-01143-CD

Kenneth A. Sherwood  
Carolyn Sherwood

FILED  
JUL 27 2012  
William A. Shaw  
Prothonotary/Clerk of Courts  
612

**Termination of Inactive Case**

This case is hereby terminated with prejudice this July  
27, 2012, as per Rule 230.2



William A. Shaw  
Prothonotary