

THIS INDENTURE, made and entered into this 3rd day of June in the year of our Lord One Thousand and Nine Hundred and Twenty-nine (A. D. 1929) between the CENTRAL PENNSYLVANIA LUMBER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with office at Williamsport, Penn'a., party of the first part, and the UNITED STATES OF AMERICA, party of the second part.

WITNESSETH: That the party of the first part for and in consideration of the sum of Fourteen Thousand Thirty-eight Dollars and Sixty-three Cents (\$14,038.63) to it in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do hereby grant, bargain, sell and convey to the UNITED STATES OF AMERICA, its successors and assigns forever, the following described parcels or tracts of land, viz:

Tract #1Ax; Two Thousand Eighty-one and 65/100 (2,081.65) acres of land, be the same more or less, comprising and being all of Lots Nos. 554, 561, 562, 563, 564, 582, 583, 591, 592 and 593 and parts of Lots Nos. 584 and 590, situated on both sides of Farnsworth Branch, a branch of Tionesta Creek, a Tributary of the Allegheny River, in Mead and Cherry Grove Townships, Warren County, Penn'a.;

Tract #1Ay; Four Hundred Fifty-three and 03/100 (453.03) acres of land, be the same more or less, comprising and being a part of Warrant No. 2837, situated on the waters of Hook Run, a Branch of Brown Run, a tributary of the Allegheny River, in Mead Township, Warren County, Penn'a.;

Tract #1Bd; One Hundred and 18/100 (100.18) acres of land, be the same more or less, comprising and being the

LOT 7  
DEED TO USA  
6/13/1929

*Handwritten initials*

west part of Lot No. 537, situated on both sides of Elk Run, a Branch of Tionesta Creek, a tributary of the Allegheny River, in Pleasant Township, Warren County, Penn'a.;

Tract #1Be; Four Hundred Ninety-two and 45/100 (492.45) acres of land, be the same more or less, comprising and being all of Lots Nos. 233 and 252, situated on the waters of Two-Mile Run, a branch of Tionesta Creek, a tributary of the Allegheny River, in Sheffield Township, Warren County, Penn'a.;

Tract #1Bf; Four Hundred Eighty-eight and 49/100 (488.49) acres of land, be the same more or less, comprising and being all of Lots Nos. 275 and 290, situated on the waters of Two-Mile Run, a branch of Tionesta Creek, a tributary of the Allegheny River, in Sheffield Township, Warren County, Penn'a.; and

Tract #1Bk; Two Hundred Eighty-three and 82/100 (283.82) acres of land, be the same more or less, comprising and being a part of Lot No. 7, of Warrant No. 2752, situated on both sides of the South Branch, a branch of Tionesta Creek, a tributary of the Allegheny River, in Sheffield Township, Warren County, Penn'a.

The above stated six (6) parcels or tracts of land, designated #1Ax, #1Ay, #1Bd, 1Be, #1Bf and #1Bk, are all situated in Warren County, Penn'a., and aggregate the total acreage of Three Thousand Eight Hundred Ninety-nine and 62/100 (3,899.62) acres of land, be the same more or less, more particularly described as follows:

All bearings in the descriptions in this deed are turned from the true meridian and all distances are expressed in chains;

to land of the Forest Chemical Company, the corner common to Lots 275-250-251-274, 0.40 chain north of an abandoned railroad grade, in basswood, birch and beech second growth on a north slope, a stake in a pile of stones with a hemlock stub witness a 2" x 42" iron pipe in a mound of stones a 1" iron pipe with two old hemlock pointers bears N 21° 21' E 0.71 chain distant;

Thence S 0° 44' W, with land of the Forest Chemical Company the line common to Lots 275-274, 41.28 chains to the Place of BEGINNING, containing 488.49 acres, be the same more or less.

As to the above stated parcel or tract of land designated #1Bk, containing 298.55 acres of land, be the same more or less: BEGINNING at Corner 1, which is Corner 5 of the Hoffman Estate tract (29), common to land of the American Oil Development Company, the corner common to Lots 7-8, in the South boundary of Lot 435, in the line common to Warrants 2752-2992, on the west side of a small hollow draining southwesterly, in maple, cherry and beech, a 3/4" iron pipe, 10" in the ground, a F.S. standard concrete post 14" in the ground and supported by a mound of stones, marked

298 435.  
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Thence N 88° 24' W, with land of the American Oil Development Company, the line common to Lot 7 (Warrant 2752) and Lot 435 (Warrant 2992), 14.08 chains to Corner 2, in the north boundary of Lot 7 (Warrant 2752), the corner common to Lots 436-435 (Warrant 2992), common to lands of the American Oil Development Company and the C. H. Noyes Estate in open cherry, ash, maple and beech on a south slope a 1 1/4" x 68" iron pipe in a mound of stones;

Thence N 88° 06' W, with land of the C. H. Noyes Estate, the line common to Lot 7 (Warrant 2752) and Lot 436 (Warrant 2992), 26.46 chains to Corner 3, common to lands of the C. H. Noyes Estate and the John C. Cochran & Company, in the line common to Lot 7 (Warrant 2752) and Lot 436 (Warrant 2992), in beech, cherry and maple second growth, at top of a steep west bank, a 2" x 42" iron pipe in a mound of stones;

Thence S 1° 39' W, with land of the John C. Cochran & Company, a compromised line as agreed upon by the John C. Cochran & Company and the Central Pennsylvania Lumber Company, passing within Lot 7 (Warrant 2752), 83.68 chains to Corner 4, in line 3-4 of the Hoffman Estate tract (29), common to land of the John C. Cochran & Company, in line common to Lots 7-14, in maple, beech and aspen, on steep southeast slope, a 2" x 42" iron pipe in a mound of stones;

Thence S 89° 00' E, with part of line 3-4 of the Hoffman Estate tract (29), the line common to Lots 7-14, 5.46 chains to Corner 5, in line 3-4 of the Hoffman Estate tract (29), common to land of A. A. Nicolas & D. H. White, in the line common to Lots 7-14, in young aspen and maple on a steep southeast slope, a 2" x 42" iron pipe in a small mound of stones;

Thence with three lines common to land of A. A. Nicolas & D. H. White, passing within Lot 7, N 1° 48' E, 15.56 chains to Corner 6, in young beech and aspen on a steep southeast slope, a 4" x 4" x 48" maple stake in a stone pile with two new beech pointers, a 2" x 42" iron pipe in a mound of stones;

Thence S 88° 11' E, 10.21 chains to Corner 7, in old marked line, in beech, maple and scattered hemlock, a 4" x 51" ash stake in a stone pile with two new 10" beech pointers, a 2" x 33" iron pipe in a mound of stones;

Thence S 88° 59' E, 24.80 chains to Corner 8, in line 4-5 of the Hoffman Estate tract (29), common to land of A. A. Nocolas & D. H. White, in line common to Lots 7-8, in open aspen and maple, on a steep south slope, a 5" x 50" cherry stake in a stone pile, a 2" x 42" iron pipe in a mound of stones;

Thence N 1° 49' E, with part of 4-5 of the Hoffman Estate tract (29), the line common to Lots 7-8, 67.72 chains to the place of BEGINNING, containing 283.82 acres, be the same more or less.

This conveyance is made subject to the easement of the right of way of the Pennsylvania and Erie Railroad (PERR) upon, over and across the northwest portion of Lots Nos. 233 and 275, Sheffield Township, Warren County, Penna., and subject to the easement of the right of way of the Tionesta Valley Railroad upon, over and across said Lot No. 7, Sheffield Township, Warren County, Penn<sup>a</sup>.

EXCEPTING AND RESERVING unto the said party of the first part, its successors and assigns, for a period of eight years from July 1, 1928, the right to use in transportation of logs, bark, timber, lumber and other products or materials incidental to lumbering operations or reservations and exceptions herein provided and operations of or on land adjacent thereto, all located and existing rights of way, wagon roads, sled roads, log slides, tram roads,

through, over and across the above described tracts or parcels of land.

ALSO EXCEPTING AND RESERVING unto the said party of the first part, its successors and assigns, until December 31, 1929, the right to cut and remove all chemical wood on the above described lands situated in Lots Nos. 554, 561, 562, 563, 564, 582, 583 and 584, Mead Township, Warren County, Penn'a., and in Lots Nos. 590, 591, 592 and 593, Cherry Grove Township, Warren County, Penn'a.; PROVIDED, however, that all cutting and removal of the said chemical wood shall be done and carried on in accordance with the following Rules and Regulations prescribed by the Secretary of Agriculture, viz:

1. No unnecessary damage shall be done to any small growth or to trees left standing either in cutting or in the location of mill sites, railroads, logging roads, chutes, landings or camps.

2. All trees will be utilized to as low a diameter at the top as possible so as to cause the least waste.

3. All engines and locomotives not burning oil for fuel used in logging or hauling logs on this tract shall be equipped with spark arresters that are satisfactory to the forest officer in charge.

4. All camp buildings and other logging improvements which shall not be removed within one year from the expiration of the reserved timber rights shall then become the property of the United States.

5. While carrying on logging operations the owner of the reserved timber and all his employees, contractors and their employees at work on the tract shall without any

charge or expense to the United States do all in their power to prevent and suppress forest fires upon or threatening their logging operations or the lands upon which the standing timber reserved under this agreement remains uncut. The owner of the reserved timber shall place himself and all his employees at the disposal of the forest officer in charge for the purpose of fighting forest fires on the lands conveyed by him to the United States, with the understanding that if the fire does not threaten its logging operations or the timber owned by it, it shall be paid for the services so rendered at the rate or rates to be determined by the Forest Officer in charge, which rate or rates shall correspond to the rate or rates of pay prevailing in the locality for services of a similar character at the time the services are rendered, Provided, that if the owner of the reserved timber, his employees, contractors or their employees are responsible for the origin of the fire, then it shall not be paid for services so rendered.

6. The owner of the reserved timber shall clear and dispose of the brush and tops on a strip of land extending a distance of fifty feet on each side of all railroads, logging railroads, branches, spurs and switches owned and operated by him, so far as such lie within this tract, said work to be subject to the approval of the Forest Officer in charge.

This conveyance is made subject to all oil, gas and minerals and oil, gas and mineral rights and rights of way rights now outstanding of record in third parties.

The party of the first part hereby excepts and reserves to itself, its successors and assigns all oil, gas

and minerals in, upon or under the said lands not otherwise excepted, together with the right to prospect for, drill, mine and remove the same; PROVIDED, however, that the said operations shall be done and carried on in accordance with the following Rules and Regulations prescribed by the Secretary of Agriculture, viz:

1. Every person claiming the right to prospect for minerals, oil or gas, or the products thereof, or to mine, drill, develop or operate in or upon lands acquired by the United States under the provisions of the Act of March 1, 1911 (36 Stat. 961) with a reservation to the grantor of mineral rights, including oil and gas, must, on demand, exhibit to the Forest Officer in charge, satisfactory written evidence of right or authority from, through or under the said grantor.

2. In prospecting for, and in mining and removing minerals, oil and gas, and in manufacturing the products thereof, only so much of the surface shall be occupied, used or disturbed as is necessary for the purpose.

3. In underground operations all reasonable and usual precautions shall be made for the support of the surface, and to that end tunnels, shafts or other workings shall be subject to inspection and examination by the Forest Officers, Mining Experts or Inspectors of the United States.

4. Payment of the usual rates charged in the locality for sales of National Forest timber, and timber products of the same kind or species, shall be made to the United States for all timber, undergrowth, or young growth cut,

destroyed or damaged in prospecting, mining, drilling, or removing minerals, oil or gas, or in manufacturing products therefrom, and in the location and construction of buildings or works of any kind for use in connection therewith. All slash resulting from such cutting or destruction shall be disposed of as directed by the Forest Officer, when inflammable in his judgment. No timber, undergrowth or reproduction shall be unnecessarily cut, destroyed or damaged.

5. All buildings, camps, equipment and other structures shall be removed from the Forest within six months after the completion or abandonment of the operation; otherwise such buildings, camps, equipment and other structures shall become the property of the United States.

6. All destructible refuse caused by the operations hereunder, which interferes with the administration of the Forest or endangers forest growth, shall, within six months after the completion of said operations, be disposed of

7. While operations are in progress, the operators, contractors, subcontractors and employees of contractors and subcontractors at work on the National Forest shall use due diligence in the prevention and suppression of fires, and shall be available for service in the extinguishment and suppression of all fires within the particular locality.

TO HAVE AND TO HOLD the said parcels or tracts of land with the appurtenances thereunto belonging, unto the said UNITED STATES OF AMERICA, its successors and assigns forever.

The party of the first part does hereby covenant that it will warrant generally the property hereby conveyed.

The execution of this conveyance by the proper offic-

ers of said corporation has been duly authorized by a resolution of the Board of Directors of said Central Pennsylvania Lumber Company at a meeting of said Directors held on the 19th day of April, 1928, the said Board of Directors of said Central Pennsylvania Lumber Company being especially authorized and empowered to sell and convey any and all of the real estate of said corporation by a provision of the Charter of said corporation.

The said Central Pennsylvania Lumber Company doth hereby constitute and appoint *R. G. Brownell* to be its Attorney for it, and in its name, and as and for its corporate act and deed to acknowledge this indenture before any person authorized by the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the proper officers of the said Central Pennsylvania Lumber Company have hereunto set their hands and affixed the corporate seal of said Company the day and year first above written.

CENTRAL PENNSYLVANIA LUMBER COMPANY

By

*R. G. Brownell*  
President

ATTEST:

*M. M. Crosskey*  
Secretary.

FORM APPROVED

*12/20/29*  
DISGPTN  
P.M.L. 4/2/29

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF *Lycoming* : SS

Be it remembered that on the *3rd* day of  
*June* A.D., 1929, before me, the subscriber, a  
Notary Public in and for said County and Commonwealth, per-  
sonally appeared *R. G. Brownell* the  
attorney named in the foregoing Indenture and by virtue  
and in pursuance of the authority therein conferred upon  
him, acknowledged the foregoing Indenture to be the act  
and deed of the said Central Pennsylvania Lumber Company.

Witness my hand and Notarial Seal, the day and year  
aforesaid.

*Christian L. Rader*  
Notary Public.

My Commission Expires

*Mar. 7* 1931.

I hereby certify that the principal place  
of business of the United States of  
America, the above grantee, is Washington, D.C.

*N. A. Lamprey*  
associate Title Atty.

**REC'D**

Central Pennsylvania  
Lumber Company

To  
United States of  
America

PENNSYLVANIA, } ss.  
Warren County.

Recorded in Recorder's Office of

said County, in Wood Book 165

page 31, this 15th day of

June A. D. 1929.

Witness my hand and official seal at  
Warren, Pa.

Samuel A. Stalder,  
Recorder.

FILED AND ENTERED

JUN 15 1929

TAX AND FEES

\$ 12.25

Wm. H. A. Lamprey

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CHNOYES ESTATE

AMERICAN OIL DEVELOPMENT COMPANY

True North



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UNITED STATES

ALLEGHENY UNIT  
 CENTRAL PENNSYLVANIA LUMBER CO. TRACT  
 (1 Bk)

298.55 ACRES

A.A.R. Sur.

1922 1925 1928

