

This Indenture

Made the 3rd day of *June* in the year two thousand and eight (2008)

Between **E.V.B, LLC**, a limited liability company , organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, having its principal place of business in the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, Party of the First Part, hereinafter referred to as "**GRANTOR**"

- A N D -

CITY OF WILLIAMSPORT, a municipal corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, having its principal place of business in the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, Party of the Second Part, hereinafter referred to as "**GRANTEE**".

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, unto it well and truly paid by the said Party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Party of the Second Part, its successors and assigns, forever:

ALL that certain piece, parcel or lot of land situate in the Fourth and Thirteenth Wards of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, being more particularly bounded and described in accordance with a survey by Daniel Vassallo, P. L. S., dated the 27th day of July, 2002, as follows, to-wit:

BEGINNING at an existing iron pin at the intersection of the northern line of Nichols Place, the eastern line of Fifth Avenue, and the southwestern corner of the parcel herein described; thence from the said place of beginning and along the eastern line of said Fifth Avenue, north zero (00) degrees five (05) minutes west, one hundred thirty-seven and seventy-four hundredths (137.74) feet to an existing iron pin at the intersection of the eastern line of said Fifth Avenue and the southwestern corner of land now or formerly of Robert H. Wheeler, Jr., known as Tax Parcel No. 73-07-413; thence along the southern line of land now or formerly of said Robert H. Wheeler, Jr., known as Tax Parcel No. 73-

07-413, and along the southern line of lands now or formerly of North Central Sight Service, known as Tax Parcel Nos. 73-07-414 & 415, north eighty-one (81) degrees fifty-five (55) minutes east, five hundred ninety and sixty-seven hundredths (590.67) feet to an existing iron pin at the intersection of the southeastern corner of land now or formerly of said North Central Sight Service, known as Tax Parcel No. 73-07-415, and the western line of Third Avenue; thence crossing the southern end of said Third Avenue, south eighty-seven (87) degrees fifty-six (56) minutes east, fifty-nine and five hundredths (59.05) feet to an existing iron pin at the intersection of the eastern line of said Third Avenue and the southern line of Rafferty Lane; thence along the southern line of said Rafferty Lane by the two (2) following courses and distances: First – north eighty-eight (88) degrees forty-five (45) minutes east, three hundred fifty and eighty-one hundredths (350.81) feet to an existing iron pin; Second – north eighty (80) degrees twenty-eight (28) minutes east, two hundred forty-two and four hundredths (242.04) feet (erroneously set forth as forty-two and four hundredths [42.04] feet in prior deed), to an iron pin at the intersection of the southern line of said Rafferty Lane and the northwestern corner of the residual parcel of this subdivision on land now or formerly of Firetree, LTD, 800 Park Place and E.V.B., LLC, known as Tax Parcel No. 64-02-225; thence along the land now or formerly of said Firetree, LTD, 800 Park Place and E.V.B., LLC, known as Tax Parcel No. 64-02-225, south zero (00) degrees twenty-three (23) minutes east, one hundred eighty-two and seventy-seven hundredths (182.77) feet to an iron pin at the intersection of the southwestern corner of land now or formerly of said Firetree, LTD, 800 Park Place and E.V.B., LLC, known as Tax Parcel No. 64-02-225, and the northern line of the aforesaid Nichols Place; thence along the northern line of said Nichols Place by the two (2) following courses and distances: First – south eighty-seven (87) degrees (erroneously set forth as eighty-one [81] degrees in the prior deed) twenty-seven (27) minutes west, five hundred sixty-seven and forty-seven hundredths (567.47) feet to an existing iron pin; Second – south eighty-five (85) degrees zero (00) minutes west, six hundred sixty-nine and eighty-nine hundredths (669.89) feet to an iron pin. Containing 4.479 acres.

UNDER AND SUBJECT to the covenants and restrictions which shall run with the title to the land and form a part of the consideration thereafter. Said covenant is as follows: The use of this property shall be used only for a transportation museum, open space, recreational land from the boundary with E.V.B., LLC land westward to the extension of the western boundary line of the Thomas Taber Museum property. From this extension line west, the use can be all of the foregoing plus one-family dwellings and commercial from Third Avenue to Fifth Avenue.

BEING the same premises conveyed unto City of Williamsport by deed of EVB, LLC dated the 14th day of May, 2003, and recorded the 15th day of May, 2003, in Lycoming County Record Book 4564, Page 340.

FOR IDENTIFICATION PURPOSES ONLY, being known as all of Tax Parcel No. 64-02-225 in the office of the Lycoming County Tax Assessor.

THE PURPOSE OF THIS DEED is to correct the designation of the Grantor, E.V.B., LLC, from that of a limited liability corporation to a limited liability company, and by virtue of that fact, this conveyance is not subject to the Real Estate Transfer Tax, Act 467, as approved 27 December, 1951, P. L. 1742, as amended.

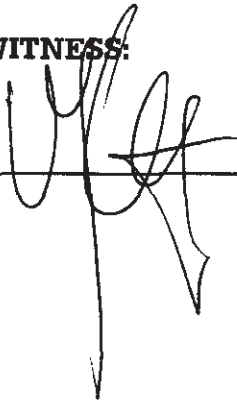
TOGETHER with all and singular, the improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Party of the First Part, its successors and assigns, in law, equity or otherwise, however, in and to the same, and every part thereof,

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Party of the Second Part, its successors and assigns, to and for the only proper use and behoof of the said Party of the Second Part, its successors and assigns, **FOREVER.**

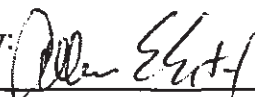
AND the said Party of the First Part, for itself and its successors, does by these presents covenant, grant and agree to and with the said Party of the Second Part, its successors and assigns, that it, the said Party of the First Part, and its successors, all and singular the hereditaments and premises hereinbefore described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said Party of the Second Part, its successors and assigns, against it, the said Party of the First Part, and its successors, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through from or under it **SHALL AND WILL WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, the said Party of the First Part, has caused these presents to be signed by its Manager the day and year first above written.

WITNESS:



E.V.B., LLC

By: 

Title: Manager.

Certificate of Address

I hereby certify that the precise address of the Grantee herein is: **245 West Fourth Street, Williamsport, PA 17701**

Norman M. [Signature]

Attorney for Grantee

COMMONWEALTH OF PENNSYLVANIA :
: **SS:**
COUNTY OF LYCOMING :

On this, the 3rd day of June, 2008, before me, the undersigned officer, personally appeared ALLEN E. ERTEL, who acknowledged himself to be the Manager of E.V.B, LLC, the foregoing limited liability company, and that as such, he, being authorized by such limited liability company to do so, executed the foregoing deed for the purpose therein contained by signing his name thereon as such.

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

Lois M. McKinley

Notary Public

My Commission Expires:



