

MODIFICATION OF RESTRICTIVE COVENANT

WHEREAS, by Deed dated June 9, 2014, and recorded at Warren County Record Book 2377, Page 94, the Warren County School District conveyed the properties identified in the tax assessment records of Warren County as WN-587-289, WN-587-2955, WN-587-2953, and WN-587-2962 (collectively referred to hereinafter as the “Premises”) to United Refining Company; and

WHEREAS, said Deed contained the following provision:

THIS DEED is made subject to the covenant and restriction that no portion of Parcel I, Parcel II, Parcel III, or Parcel IV or any building that is now, or in the future, located on Parcel I, Parcel II, Parcel III, or Parcel IV may ever be used as a school or for school-related purposes, with said covenant and restriction hereby entered into and agreed upon by the Grantee (for itself, its successors and assigns) and the Grantor as a part of the consideration associated with this Deed. Said covenant and restriction shall be, and remain, a covenant and restriction running with, and binding, all of the land herein conveyed and all subsequent owners, tenants, and other occupants thereof.

The preceding covenant and restriction is referred to hereinafter as the “Restrictive Covenant.”

WHEREAS, the Warren County School District, in exchange for valuable consideration received from United Refining Company, now desires to modify the Restrictive Covenant to ensure that United Refining Company’s future use of the Premises is not in violation of the Restrictive Covenant.

NOW THEREFORE, this 12th day of October, 2015, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the Restrictive Covenant is hereby modified to read as follows:

No portion of Parcel I, Parcel II, Parcel III, or Parcel IV or any building that is now, or in the future, located on Parcel I, Parcel II, Parcel III, or Parcel IV may ever be used for any educational or other purpose involving a pre-school through twelfth grade level charter school or private school, with said covenant and restriction hereby entered into and agreed upon by United Refining Company (for itself, its successors and assigns) and the Warren County School District as a part of the consideration associated with this Modification of Restrictive Covenant. Said covenant and

restriction shall be, and remain, a covenant and restriction running with, and binding, all of the land herein conveyed and all subsequent owners, tenants, and other occupants thereof.

***SIGNED, SEALED AND DELIVERED
in the presence of***

ATTEST (SEAL):

WARREN COUNTY SCHOOL DISTRICT

(ATTEST)

Ruth A. Huck, Secretary
Board of School Directors

Donna L. Zariczny, President
Board of School Directors

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF WARREN :

ON THIS, _____ day of _____, 2014, before me, the undersigned officer, personally appeared DONNA L. ZARICZNY AND RUTH A. HUCK, the President and Secretary of the WARREN COUNTY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

NOTARY PUBLIC