



McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Adeolu A. Bakare
Direct Dial: 717.237.5290
Direct Fax: 717.260.1744
abakare@mcneeslaw.com

August 29, 2024

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

VIA ELECTRONIC FILING

RE: Application *Nunc Pro Tunc* Pursuant to Chapter 11 of the Public Utility Code, 66 Pa. C.S. § 1102(a)(3) for a Certificate of Public Convenience and Necessity Approving Transfer of Jurisdictional Utility Assets from Deer Haven, L.L.C., and Haven Development Company, LLC to Pocono Lakefront, LLC; Docket No. _____

Dear Secretary Homsher:

Attached for filing with the Pennsylvania Public Utility Commission is the Application *Nunc Pro Tunc* of Deer Haven, L.L.C and Haven Development Company, LLC, in the above-referenced proceeding.

As evidenced by the attached Certificate of Service, all parties to this proceeding are being duly served with a copy of this document. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Adeolu A. Bakare', written over a horizontal line.

Adeolu A. Bakare
MCNEES WALLACE & NURICK LLC

Counsel to Deer Haven, L.L.C.

cc: Christopher P. Pell, Deputy Chief Administrative Law Judge
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

VIA E-MAIL OR FIRST-CLASS MAIL

Office of Consumer Advocate

Barrett C. Sheridan, Esq.
Melanie El Atieh, Esq.
555 Walnut Street
5th Floor Forum Place
Harrisburg, PA 17101-1923
bsheridan@paoca.org
melatieh@paoca.org

Bureau of Investigation and Enforcement

Scott B. Granger, Esq.
Allison C. Kaster, Esq.
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P. O. Box 3265
Harrisburg, PA 17105-3265
sgranger@pa.gov
akaster@pa.gov

**Counsel for Pocono Lakefront, Inc.,
Pocono Utilities, LLC**

Mark J. Shaw, Esq.
MacDonald, Illig, Jones & Britton LLP
100 State St. Suite 700
Erie, PA 16507
mshaw@mijb.com

Aqua Pennsylvania Inc

Courtney L Schultz, Esq.
Kruti B Patel, Esq.
Saul Ewing LLP
1500 Market Street, 38th Floor
Philadelphia, PA 19102
Courtney.schultz@saul.com
kruti.patel@saul.com

Office of Small Business Advocate

NazAarah Sabree
Commonwealth of Pennsylvania
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101
ra-sba@pa.gov



Adeolu A. Bakare

Counsel to Deer Haven, L.L.C.

Dated this 29th day of August, 2025, in Harrisburg, Pennsylvania.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Application *Nunc Pro Tunc* Pursuant to Chapter 11 :
of the Public Utility Code, 66 Pa. C.S. § 1102(a)(3) : Docket No. A-2025-_____
for a Certificate of Public Convenience and : Docket No. A-2024-3049587
Necessity Approving Transfer of Jurisdictional :
Utility Assets from Deer Haven, L.L.C., and :
Haven Development Company, LLC to Pocono :
Lakefront, LLC :

APPLICATION *NUNC PRO TUNC* OF DEER HAVEN, L.L.C.

Deer Haven L.L.C. ("Deer Haven") ("Applicant") hereby respectfully submits this application *nunc pro tunc* pursuant to Chapter 11 of the Public Utility Code, 66 Pa. C.S. § 1102(a)(3) for a Certificate of Public Convenience and Necessity approving the transfer of jurisdictional utility assets from Deer Haven, L.L.C and Haven Development Company, LLC ("Haven Development") to Pocono Lakefront, LLC ("Pocono Lakefront") and in compliance with the Order of the Pennsylvania Public Utility Commission ("PUC" or "Commission") entered March 7, 2025.

In support thereof, the Applicant avers as follows:

Introduction

1. This matter relates to the transfer of jurisdictional utility assets in the form of real property consisting of approximately 85 acres of land in a portion of Palmyra Township, Pike County, Pennsylvania, from Deer Haven and Haven Development to Pocono Lakefront LLC. The property in question includes land on which the Deer Haven wastewater treatment plant ("Deer Haven WWTP"), PL Utilities wastewater treatment plant ("PL Utilities WWTP"), and much of the Deer Haven Sewer System are currently situated.

2. Deer Haven is a limited liability company organized under the provisions of the New Jersey Limited Liability Company Act, and was formed on May 24, 2002 to do any and all lawful activities for which a business may be incorporated under the New Jersey Limited Liability Company Act and to operate and maintain a wastewater collection system and sewage treatment plant.

3. The wastewater collection system and Deer Haven WWTP initially were owned and operated by Edwin, Inc. and Edwin was subsequently acquired by Gerald G. Gawron, Jerome E. Gawron, Marcella A. Gawron. The Pennsylvania Public Utility Commission ("PUC") approved that transfer in 1999.

4. In 2004, Deer Haven entered into an agreement to acquire all of the Edwin common stock, together with all assets used and useful in the provision of wastewater collection and treatment services to the public, including but not limited to, collection mains, pumps, treatment facilities, and all other equipment and facilities used by Edwin in its provision of wastewater services. The PUC approved this transfer in or about 2008.

5. Haven Development was a limited liability company organized under the provisions of the New Jersey Limited Liability Company Act. Haven Development was a wholly owned subsidiary of Deer Haven that was formed on June 8, 2004, and dissolved on January 16, 2019.

6. In or about 2004, Deer Haven and its affiliate Haven Development owned approximately 85 acres of property in Palmyra Township, Pike County, Pennsylvania (the "Property") that included the site where the Deer Haven WWTP and most of the Deer Haven wastewater collection system was located. The intent of Deer Haven and Haven Development at that time was to complete phased redevelopment of the area, including the construction of up to

365 dwelling units, as well as a new road, a new wastewater collection system and a Community Center (the "Project"). In addition, in one of the future phases of the Project, a new wastewater treatment plant was to be constructed to replace the existing plant.

7. Pocono Lakefront, LLC is a Pennsylvania limited liability company that was formed in 2010 to develop property within the wastewater service territory. The sole member of Pocono Lakefront is a trust (the Trust) formed by Jacob Goren. Pocono Lakefront is affiliated with PL Utilities, LLC ("PLU"), a Pennsylvania Limited Liability Company formed in 2015, whose sole member is also Jacob Goren.

8. On October 25, 2010, Deer Haven and Haven Development entered into a Purchase and Sale Agreement ("APA") with Pocono Lakefront for the sale of approximately 85 acres of land, comprising of five (5) parcels that are located within the Deer Haven wastewater service territory, for \$2,500,000.00. An executed copy of the APA is attached to this Application as Exhibit A.

9. The parcels covered by the APA are as follows:

- a. Parcel ID 070.04-01-01 consisting of 0.08 acres;
- b. Parcel ID 070-.04-01-03 consisting of 10.54 acres;
- c. Parcel ID 070.04-01-46 consisting of 6.06 acres;
- d. Parcel ID 070.04-01-55 consisting of 64.10 acres; and
- e. Parcel ID 070.04-01-03.001 consisting of 2.81 acres.

10. On November 8, 2010, Pocono Lakefront acquired the five (5) parcels as reflected in two deeds, true and correct copies of which are attached hereto as Exhibit B and C. Exhibit B is a Deed dated November 8, 2010, recorded at Instrument 201000010109DR, Book 2350, Page 1842, between Haven Development and Pocono Lakefront which conveys Parcels ID 070.04-01-

01 and 070-.04-01-03. Exhibit C is a Deed dated November 8, 2010, recorded at Instrument 201000010110DR, Book 2350, Page 1850, between Deer Haven and Pocono Lakefront which conveys Parcels ID 070.04-01-46, 070.04-01-55, and 070.04-01-03.001. A recorded consolidation map showing the location of the five (5) parcels that Pocono Lakefront acquired, which are reflected on the map as Tract 3, Lakefront Lot, Parcel BR, Tract 2, Tract 6, and Entrance Panel, is attached hereto as Exhibit D.

11. Also in 2010, Deer Haven and Pocono Lakefront entered into a Grant of Capacity and Option to Purchase Agreement for the Sewer System associated with the property subject to PUC approval. Under that Agreement Deer Haven granted to Pocono Lakefront, its successors and assigns, the option to purchase the Deer Haven Sewer Company for \$1.00, subject to approval by the PUC of the transfer of the Certificates of Public Convenience to Pocono Lakefront.

12. In 2014, as authorized by the Grant of Capacity and Option to Purchase Agreement, Pocono and Deer Haven entered into a Purchase Agreement under which Pocono would purchase the Sewer System subject to obtaining PUC approval.

13. In late 2015, the Pennsylvania Department of Environmental Protection issued a Water Quality Management permit No. 5215401, allowing the construction of a new wastewater treatment plant (the PL Utilities WWTP) and associated sewer lines/connections, all on the property conveyed to Pocono Lakefront in 2010. In 2023, the new WWTP was substantially completed. PLU owns the new WWTP. The WWTP was tested in early 2024 and is ready to be put into service. The only remaining construction work to be done is to make the final connections to the existing sewer system so that the old treatment plant can be shut down and the new one turned on to take its place. The parties are working with the Pennsylvania Department

of Environmental Protection and the Delaware River Basin Commission to obtain the necessary wastewater discharge permits, the approval needed under Act 537 for the transfer of the Sewer System.

14. On June 17, 2024, Deer Haven and Pocono Lakefront filed with the Commission a Joint Application for Certificates of Public Convenience (the "Joint Application") seeking, *inter alia*, approvals necessary for the abandonment of Deer Haven's sewer service and the commencement of sewer service by PLU at Docket Nos. A-2024-3049591 and A-2024-3049587.

15. On August 1, 2024, Deer Haven requested that the Commission issue an Emergency Order allowing Aqua Pennsylvania Wastewater, Inc. to act as an interim receiver to operate the Deer Haven Sewer Company.

16. On August 15, 2024, the PUC issued an Ex Parte Emergency Order and initiated the Deer Haven 529 Investigation. The Ex Parte Emergency Order was ratified on August 22, 2024, in Docket No. P-2024-3050549.

17. On August 26, 2024, the PUC issued an order staying the Joint Application for Certificates of Public Convenience pending the outcome of the Deer Haven 529 proceeding.

18. On February 20, 2024, the PUC lifted the order to stay the Joint Application proceedings and allowed the evaluation of the Joint Application to proceed pending the outcome of the Section 529 proceedings.

19. On March 7, 2025, the PUC entered an Order and Opinion at Docket No. A-2024-3049587 and A-2024-3049591 conditionally approving the Joint Application upon the filing of a variety of supplemental documentation ("Joint Application Order"). One of the conditions of approval is the filing of this Application, *nunc pro tunc*, for the transfer of jurisdictional utility assets to Pocono Lakefront. A copy of the Joint Application Order is attached as Exhibit E.

The Parties

20. The name and address of the Transferor seeking to transfer the Property are:

Deer Haven, L.L.C.
Attn: Sam Shahar
839 Route 507
Greentown, PA 18426
samshahar@yahoo.com

21. The name and address of the Transferee and seeking to obtain the Certificate of

Public Convenience is:

Pocono Lakefront LLC
Attn: Jacob Goren
865 route 507
Greentown, PA 18426

22. The attorney for the Transferor is:

Adeolu A. Bakare
McNees Wallace & Nurick LLC
100 Pine Street | Harrisburg, PA 17101
Tel: 717.237.5290 | Fax: 717.260.1744
abakare@mcneeslaw.com

23. The attorney for the Transferee is:

Mark J. Shaw
MacDonald, Illig, Jones & Britton LLP
100 State Street, Suite 700
Erie, PA 16507-1459
Office: (814) 870-7607 / Fax: (814) 454-4647
mshaw@mijb.com

The Applicable Legal Framework

24. Section 1102(a)(3) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(3), requires a public utility to obtain Commission approval, evidenced by a certificate of public convenience, to acquire from or to transfer property used or useful in the public service.

25. Section 1103 of the Public Utility Code, 66 Pa.C.S. § 1103, provides that the Commission may grant a certificate of public convenience when it "find[s] or determine[s] that the granting of such certificate is necessary or proper for the service, accommodation, convenience, or safety of the public."

26. The record provided here supports the approval of the transfer of the Property from Deer Haven and Haven Development and the issuance of the Certificate of Public Convenience to Pocono Lakefront.

The Issuance of Certificates of Public Convenience to Pocono Lakefront is in the Public Interest.

27. The Commission may issue a Certificate of Public Convenience upon a finding that the granting of the certificate is "necessary or proper for the service accommodation, convenience, or safety of the public." 66 Pa. C.S. § 1103(a). For the reasons set forth below, granting nunc pro tunc approval of the transfer of public utility property set forth herein would "affirmatively promote the service, accommodation, convenience, or safety of the public in some substantial way." *City of York v. Pa. Pub. Util. Comm'n*, 449 Pa. 136, 151, 295 A.2d 825, 828 (1972).

28. The jurisdictional utility assets at issue in this application are parcels of real property, upon which the Deer Haven WWTP, PL Utilities WWTP, and much of the Deer Haven Sewer System are currently located, although the PL Utilities WWTP did not exist at the time of sale. The public benefits of the sale of the Property are intertwined and indeed inseparable from the public benefits of the sale of the Deer Haven Sewer System assets previously approved by the Commission.

29. It was previously found that the transfer of the Deer Haven Sewer System to PLU was in the public interest, and Certificates of Public Convenience were conditionally issued in

the Joint Application Order. One of the conditions of that Order was the filing of the present application nunc pro tunc to address the parties' prior oversight in omitting a timely application before the Commission. See Exhibit E.

30. The approval of the sale of the Property to Pocono Lakefront would enable PLU to lawfully operate the Deer Haven Sewer System on land that is owned by an affiliate, at nominal cost, and with the necessary easement permanently secured.

31. Pocono Lakefront has owned the Property since 2010 and previously paid \$2,500,000.00 for the Property to satisfy the existing mortgages on the land to effectuate the transfer. Additionally, while this is an application for transfer of land used and useful in the provision of public utility service, Pocono Lakefront will not be operating the relevant public utility. The Commission has already determined that Pocono Lakefront's affiliate, PLU possesses the requisite financial and technical fitness to operate the Deer Haven Sewer System. Approval of this application will allow for lawful operation of the Sanitary Sewer Easement conditionally approved by the Commission in the Joint Application Order. As such, Pocono Lakefront's financial capability has already been proven for this property transfer.

Conclusion

32. The Applicant believes the transfer of the Property is in the public interest. Approval of the Application is necessary or proper in order for the public served by PL Utilities to benefit by continuing to receive sewer services from a company with the resources and personnel to provide safe and reliable sewer services in the future. Applicant submits that the transfer is in the public interest and is necessary for the provision of safe and reliable sewer services.

WHEREFORE, Applicant respectfully requests that the Commission, pursuant to the provisions of the Public Utility Code, 66 Pa.C.S. § 1102-1103, approve the Application as requested above and issue an Order as follows:

- a. Approving the transfer of the real property from Deer Haven, L.L.C. and Haven Development Company, LLC to Pocono Lakefront LLC;
- b. Granting a Certificate of Public Convenience to Pocono Lakefront LLC allowing it to continue owning land which is used and useful in service to the public.

Respectfully submitted,

McNEES WALLACE & NURICK LLC

By 

Adeolu A. Bakare (Pa. I.D. 208541)
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Phone: (717) 232-8000
Fax: (717) 237-5300
abakare@mcneeslaw.com

Counsel to Deer Haven, L.L.C.

Dated: August 29, 2025

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made this 25th day of October, 2010, by and between DEER HAVEN, LLC, a New Jersey limited liability company (hereinafter "Deer Haven"), and HAVEN DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company (hereinafter referred to as ("Haven Development"), collectively known as "Sellers"

And

POCONO LAKEFRONT, LLC, a Pennsylvania limited liability company, with a mailing address of 40 Warren Street, Paterson, NJ 07524, collectively referred to as ("Buyer"), and is based on the following considerations:

WHEREAS, Sellers are the owners of a certain property located in the Palmyra Township, Pike County, Pennsylvania, on both sides of PA Route 507 and bordering Lake Wallenpaupack, consisting of approximately 85 acres and comprising five (5) properties, more particularly identified by acreage, deed references and Pike County Tax Parcel numbers set forth on Exhibit "A" attached hereto and collectively referred to as the ("Property"); and

WHEREAS, Sellers desire to sell and Buyer desires to purchase the Property pursuant to the terms, provisions and conditions herein; and

WHEREAS, the Property is encumbered by several mortgages granted by the Sellers to the First National Community Bank of Dunmore, PA (hereinafter the "Bank"), which mortgages also encumber two other properties owned by Deer Haven located in Palmyra Township, Pike County, PA, being: 1) a 44.84 acre parcel located on Shiny Mountain Road and identified by Pike Co. Tax Parcel No. 071.00-01-29 (hereinafter "Shiny Mtn. property"); 2) a 10.15 acre parcel located on PA Route 390 and identified by Pike Co. Tax Parcel No. 072.00-01-05 ("Rte. 390 property"); and

WHEREAS, Buyer has reached an agreement with the Bank for paying off the full obligation due by Sellers to Bank, in return for the Bank satisfying all mortgages, notes and guarantees given by Sellers -- Deer Haven and Haven Development -- as well as its members; and

WHEREAS, as a result of this transaction, Deer Haven shall retain ownership of the Shiny Mtn. and Rte. 390 properties, free of any mortgages; and

WHEREAS, Deer Haven, one of the Sellers, is the owner of both the sewer and water utilities companies that are located on the Property and whose service areas include the Property, hereinafter collectively referred to as the "Utilities"; and

WHEREAS, Sellers agree to grant Buyer an Option to Purchase the Utilities, as more particularly set forth herein, as well as to grant Buyer Reservations of Capacity from each of the Utilities to Buyer, as part of this transaction.



NOW THEREFORE, in consideration of the provisions set forth herein, the parties hereto each intending to be legally bound hereby, do covenant and agree as follows:

1. SALE

Sellers agree to sell and Buyer agrees to buy the Property subject to the terms of this Agreement.

2. PURCHASE PRICE

Buyer agrees to pay the sum of TWO MILLION, FIVE HUNDRED THOUSAND (\$2,500,000.00) Dollars, which represents the amount that the Bank has agreed to accept in order to satisfy the various mortgages Bank holds on the Property, payable as follows:

\$ 100,000.00	Initial Down Payment payable upon acceptance of this agreement by Sellers
<u>2,400,000.00</u>	Due at Settlement
\$ 2,500,000.00	Total

3. CONTINGENCIES

3.1 Buyer's obligation shall be contingent upon title to the premises and all property to be conveyed shall be free and clear of all liens and encumbrances at closing, except for rights of others to the use of public or private roads, public utilities of record or whose easements are obvious on an inspection of the premises ("Permitted Exceptions") and the title to the real estate shall be such as is insurable by a reputable title insurance company licensed to do business in the Commonwealth of Pennsylvania, ("Title Company") at regular rates and without non-standard exceptions. Should defects in the title make the title unmarketable, Sellers shall not be liable for failure to convey title as hereby agreed, but Buyer shall have the right to accept such title as the Sellers are able to convey without reduction in the price, or to terminate this Agreement by written notice and receive back all monies previously paid to Escrow Agent.

3.2 This Agreement is contingent upon Buyer entering into an agreement with Lake View Land & Cattle, Inc., the owner of a 15.76 acre parcel which adjoins the Property and is identified by Pike Co. Tax Parcel No. 070.04-01-35, hereinafter known as the "Park Property". In the event that Buyer fails to make an agreement for the Park Property by Closing, Buyer shall have the right to terminate this Agreement by giving written notice to Sellers and shall receive back all monies paid to Escrow Agent.

3.3 Sellers represent that the Board of Supervisors for Palmyra Township, Pike County, PA (the "Township") granted them Conditional Use Zoning approval for the development of the Property, together with the Park Property identified in 3.3 above, for up to 325 multi-family dwelling units. That approval was granted in 2006 and is still in effect and the Township has acknowledged that it shall remain in effect through at least December 31, 2011. This Agreement is contingent upon Sellers delivering confirmation of same from the Township. In the event that

Sellers cannot provide Buyer with the confirmation on the Zoning approval by the time of Closing, then Buyer shall have the right to terminate this Agreement by written notice and receive back all monies previously paid to Escrow Agent.

4. SETTLEMENT

4.1 The Closing will be held on or before November 5, 2010, at the offices of Buyer's attorney, R. Anthony Waldron, in Hawley, PA.

4.2 A special warranty deed shall be prepared at the cost of the Sellers and recorded at the cost of the Buyer. The parties shall each pay one-half the applicable PA Realty Transfer Tax. Seller represents that the Property taxes for the Property have been paid through the 2009 County & Township tax bills, but that no payment has been made on the 2009-2010 School taxes, which is currently \$14,585.53 and Sellers shall be responsible for paying same at closing. The current taxes will be prorated as of the date of closing and Sellers shall be responsible for paying their prorated share of the 2010 Co. & Twp. taxes and the 2010 - 2011 School taxes. Buyer shall advance Sellers share of the PA Realty Transfer Tax and those portions of the property taxes that are Sellers responsibility, provided the Seller, Deer Haven, grants a mortgage to Buyer at Closing against the Rte. 390 Property, requiring the amount advanced to be paid in full, together with interest at five (5%) percent per annum, upon the sale of the Route 390 property.

4.3 Certificates as to resolutions of the respective Sellers authorizing the sale of the Property, executed by the Secretary of each of the Sellers and providing that all members of both Deer Haven and Haven Development were notified of the meetings approving this transaction, that a quorum of the members interest was present at each meeting, and that the approvals of this transaction are in accordance with the respective Operating Agreements for both LLCs. Copies of these approved Resolutions, together with proofs of notice to the members, minutes of each meeting and the Operating Agreements for both Deer Haven and Haven Development must be delivered to Buyer's attorney on or before October 27, 2010.

4.4 Satisfaction of the mortgage, or Release of the Property from the mortgages, granted by Deer Haven to Pitcairn Properties, Inc., dated March 11, 2009 and recorded in Pike County Record Book 2304 at page 1613, as well as the mortgage granted by Haven Development to Pitcairn Properties, Inc., dated March 4, 2009 and recorded in Pike County Record Book 2304 at page 1600, said mortgage satisfactions or releases to be delivered at, or prior to, Closing.

4.5 The Seller, Deer Haven, in consideration of the terms of this Agreement, shall also deliver to Buyer at closing a grant of Reservation of Capacity for at least 65,000 g.p.d. for the Sewer Utility and a Reservation of Capacity from the Water Utility to accommodate at least Three Hundred Twenty-Five (325) dwelling units. Deer Haven shall also give the Buyer an Option to acquire the Utilities within two (2) years of the date of Closing, the consideration for which shall be one (\$1.00) plus the value of the consideration received as part of this Agreement. Buyer's purchase of said Utilities shall be subject to approval by the PA Public Utility Commission (the "PUC") and the Seller, Deer Haven, shall fully cooperate and assist Buyer in applying for and obtaining the PUC approvals.

4.6 The Seller, Haven Development, will assign to Buyer at Closing its rights, as Landlord, in a lease agreement entitled "Agreement of Lease Between Haven Development Company, LLC, as Landlord and Pine Crest Marina, Inc. as Tenant" dated December 14, 2008 (hereinafter the "Boat Slips Lease"), a copy of which accompanies this Agreement and is marked Exhibit "B". The Boat Slips Lease provides for the lease of the Lakefront shoreline, being a one (1') foot strip which runs along the 10 acre shoreline parcel (Tax Parcel No. 070.04-01-03), by Tenant for the purpose of installation and operation of boat slips, pursuant to a License Agreement with the shoreline owner, PPL. The Boat Slips Lease also provides for Buyer, as assignee Landlord, to have the exclusive right to the use of four hundred (400) boat slips owned by Pine Crest Marina, Inc., to be assigned individually to purchasers of dwellings that are developed on the Property, but with no financial obligation to pay for said boat slips until they are assigned to a Unit Owner.

4.7 Any and all other documents, instruments, and agreements necessary or appropriate in the reasonable opinion of Buyer's attorney to transfer and convey the Property to Buyer in accordance with this Agreement and as may be required by the Title Company.

4.8 Exclusive possession of the Property shall be delivered to Buyer immediately upon completion of the closing.

5. REPRESENTATIONS AND WARRANTIES OF SELLERS.

Sellers hereby represent and warrant as of the date of execution of this Agreement the following to Buyer:

5.1 Sellers possess all requisite power and authority to enter into and perform this Agreement and to carry out the transactions contemplated herein.

5.2 No suit, action, arbitration, or legal, administrative, or other proceedings is pending or has been threatened against the Property or against the Sellers with respect to the Property.

5.3 No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or threatened against Sellers, or any shareholder of Sellers, and Sellers have no intention of filing or commencing any such action or proceeding.

5.4 To the best of Sellers' knowledge, there are no underground storage tanks on the Property and, to the best of Sellers' knowledge, during Sellers' ownership of the Property from 2005 to the present, there has been no storage or dumping of industrial, chemical, or toxic waste or materials of any kind or description on the Property.

5.5 There are no outstanding violations with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations been received, and any such notices hereafter issued prior to Closing shall be satisfied prior to Closing by Sellers at Sellers' sole cost and expense.

5.6 There are no existing or pending contracts of sale, leases (except for the Boat Slips Lease identified in Section 4.6 above), options to purchase or rights of first refusal (or the like) with respect to the Property.

5.7 There are no pending or, to the best of Sellers' knowledge, contemplated eminent domain or condemnation proceedings affecting or which may affect any portion of the Property.

5.8 The execution and delivery of this Agreement and the consummation of the transactions will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Sellers are a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body or arbiter, or any law, rule or regulation applicable to Sellers.

5.9 Sellers represent and warrant to Buyer that as of the date of this Agreement and as of the Closing Date, Sellers have no knowledge or notice of any work being done or about to be done, or of any assessment, violation or other notice issued or about to be issued by any federal, state, municipal or public body or authority, relating to, or with respect to or otherwise affecting the Property or abutting streets. Sellers agree to pay for all work done or ordered to be done by or required in order to comply with the requirements of any federal, state, municipal or public body or authority prior to the Closing Date, of which Sellers then have notice, whether or not presently assessed or ordered to be done, on or with respect to or otherwise affecting with any existing assessment, violations or similar notice; provided, however, that this will not apply to the violations referred to in Paragraph 5.5 hereinabove. Sellers represent and warrant to Buyer that as of the date of this Agreement, and as of the Closing Date, all installed public improvements (including, but not limited to, cartways, curbs, water, storm and sanitary sewer, gas and electric lines and pipes) abutting, serving or affecting the Property have been paid for. In consideration of such representations, warranties and agreements of Sellers, Buyer agrees to comply at Buyer's expense with all assessments, violations and other notice requiring work on or with respect to or otherwise affecting the Property or abutting streets issued on or after the Closing Date, in the event Closing is made or required in accordance with this Agreement.

6. ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY.

6.1 Sellers hereby represent and warrant the following:

(a) Sellers represent that they had a Phase I Environmental Assessment ("EA") done of the Property showing that no hazardous waste or substances were found on the Property and this Agreement is contingent upon Sellers delivering that EA Report to Buyer's attorney prior to Closing for confirmation of this representation.

(b) During Sellers' ownership of the Property, there has been no discharge, spillage, controlled loss, seepage or filtration (a "Spill") of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance, as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA") or in any other federal, state or local law, order or regulation governing hazardous substances, as such laws, orders or regulations may be amended from time to time (collectively, the "Hazardous Waste Laws") at, upon, under or within the Property.

(c) Sellers have not caused nor to their knowledge permitted to occur, and shall not permit to exist, any conditions on the Property which may cause a Spill at, upon, under or within the Property or on any contiguous real estate.

(d) Sellers have not been in operations at or adjacent to the Property, which operations could lead to (i) the imposition of liability on Sellers, Buyer or any other subsequent or former owner of the Property under the Hazardous Waste Laws or any other similar laws or regulations, or (ii) the creation of a lien on the Property under the Hazardous Waste Laws or under any similar laws or regulations.

(e) Sellers will not knowingly permit any person or entity to engage in any activity on the Property that could lead to the imposition of liability under the Hazardous Waste Laws on any such person or entity, or on Sellers or Buyer.

6.2 Sellers hereby indemnify and hold Buyer, its successors and assigns, harmless from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of every kind and nature whatsoever, including, without limitation, reasonable attorneys' fees, which arise as a result of a breach of any of the representations and warranties set forth in this Section 6. This indemnity shall survive Closing.

7. ADDITIONAL COVENANTS OF SELLERS.

In addition to all other covenants of the Sellers, Sellers hereby covenant and agree with Buyer as follows:

7.1 Sellers shall not, without the prior written approval of Buyer, (a) make or permit to be made any material changes or alterations to any part of the Property; (b) enter into any agreement affecting any part of the Property; (c) permit any liens, mortgages, deeds of trust, or other encumbrances not currently of record to be placed against, or to affect any part of the Property or title to the Property.

7.2 Sellers shall promptly notify Buyer of any material changes that occur with respect to any of the matters set forth in Sellers' representations and warranties contained in Paragraph 6 hereinabove.

8. CONDITIONS PRECEDENT TO SELLERS' AND BUYER' OBLIGATIONS.

8.1 In addition to all other conditions contained elsewhere herein, the obligations of Buyer to purchase the Property are subject to the following subparagraphs:

(a) Sellers are able to deliver title to the Property in the condition required by Paragraph 3.1; provided that Buyer shall deliver a Title Report (or summary thereof) to Seller not less than five (5) days prior to closing. A final examination of title to the Property at Closing shall evidence no title exceptions other than Permitted Exceptions set forth in Paragraph 3.1;

(b) From the date of this Agreement until the Closing, there shall have not occurred any material change in the physical condition of the Property to which Buyer have not consented;

(c) Sellers shall have performed and observed all covenants required under this Agreement;

(d) The representations and warranties made by Sellers in Paragraphs 5 and 6 shall be true and correct on the date of closing, and Sellers shall not have misrepresented any fact or circumstance or be aware of any facts or circumstances inconsistent with any such representations and warranties;

(e) No governmental agency shall have initiated or have threatened to initiate any action against any part of the Property, except as the Sellers shall have disclosed; and

8.2 Any of the conditions to the obligations of Sellers and Buyer set forth herein may be waived; provided that the waiver of any conditions shall be in writing and agreed to by Buyer.

8.3 In the event that any of the conditions precedent to Buyer's obligations set forth in this Agreement are not satisfied, Buyer shall have the right, in its sole discretion, (i) to extend the Closing for such time as is necessary to satisfy the conditions, or (ii) to terminate this Agreement by written notice to Sellers and receive a return of the Deposit.

9. REMEDIES

In the event that Sellers fail to carry out the terms of this Agreement, Buyer shall have the power, exercisable by the giving by Buyer written notice to the escrow agent and to Seller, to cancel the settlement, terminating this Agreement and recover any amounts paid by Buyer to Sellers or to the Escrow Agent on account of the purchase price of the Property. The exercise of such power by Buyer shall not, however, constitute a waiver by Buyer of any other rights he may have against Sellers for breach of this Agreement, including enforcing specific performance of this Agreement.

10. RISK OF LOSS

All risk of damage or destruction to the real property is assumed by the Sellers until the closing. In the event that prior to closing, the property is substantially damaged, the Buyer shall have the right to demand and receive a return of their deposit without interest. If the premises are damaged to such an extent that the Buyer cannot use the property for the intended purpose, and the Sellers cannot or will not repair the property in an expeditious manner, then this agreement shall be null and void and the Buyer shall have the right to demand and receive a refund of his deposit, without interest. In the event that the premises are substantially damaged by flood or similar disaster prior to closing, the Buyer shall have the option to cancel this agreement and receive a refund of the Deposit, without interest.

11. BROKERAGE COMMISSION

The Parties represent that this Agreement was brought about by Sellers and Buyer each acting as principals and that no broker or agent induced this agreement or was in any way instrumental in its negotiation. The parties represent and warrant to each other that to the extent that either has dealt with or engaged any other broker, finder or other person in connection with the transaction contemplated herein, that such party solely is obligated for any and all commissions claimed by such person, and that such party agrees to indemnify and hold the other harmless and defend on account of any loss, damage, liability or expense, including reasonable attorneys' fees, incurred by reason of a demand for payment by such broker, finder or other person.

12. ESCROW AGENT

Deposit monies shall be held in escrow by R. Anthony Waldron, who shall retain the same in escrow as the Escrow Agent until the consummation or termination of this Agreement.

13. MISCELLANEOUS

13.1 It is understood that this Agreement contains the entire Agreement between the Sellers and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, concerning this sale. This Agreement shall not be altered, amended or modified except in writing by all parties hereto.

13.2 This agreement shall be binding on the parties hereto, their heirs, executors, administrators and assigns and it is agreed that neither the Buyer nor Sellers may assign their rights under this agreement without the prior written consent of the other party.

13.3 It is expressly agreed that this agreement shall not be entered of record in any public office.

13.4 In all references to parties, persons or entities or corporations, the use of any particular gender, or the plural or singular number is intended to include the appropriate gender or number as the case may be.

13.5 The individuals executing this agreement represent that they have full authority and/or have been duly authorized by the respective parties to do so on behalf of such parties.

13.6 Any paragraph headings or captions contained in this agreement shall be for convenience of reference only and shall not affect the construction or interpretation of any provisions of this Agreement.

13.7 This Agreement may be signed in counterparts. When all signatures are attached (whether by original or faxed/mailed copy) this document shall constitute a fully executed Agreement.

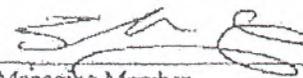
10/01/2010 10:27 9735052036

SAM SHAHAR

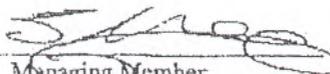
PAGE 81

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

SELLERS:
DEER HAVEN, LLC

By: 
Managing Member

HAVEN DEVELOPMENT, LLC

By: 
Managing Member

BUYER:
POCONO LAKEFRONT, LLC

By: 
Manager

Oct. 26. 2010 7:35AM Empire / Afina

No. 7897 P. 1

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

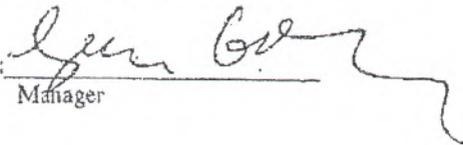
SELLERS:
DEER HAVEN, LLC

By: _____
Managing Member

HAVEN DEVELOPMENT, LLC

By: _____
Managing Member

BUYER:
POCONO LAKEFRONT, LLC

By:  _____
Manager

Deer Haven, LLC and Haven Development Company, LLC, Sellers
to Pocono Lakefront, LLC, Buyer
Dated 10-25-2010

Exhibit "A"

Map No.	Control No.	Acreage*:
070.04-01-01	010195	0.08
070.04-01-03	009591	10.54
070.04-01-46	012665	6.06
070.04-01-55	009599	64.10
070.04-01-03.001	110465	2.81
	Total Acreage*:	83.59

* based on Pike County Tax Assessments

Instrument Book Page
201000010109 DR 2350 1842

THIS DEED

MADE THE 8th day of November in the year two thousand ten

BETWEEN HAVEN DEVELOPMENT COMPANY, LLC
A New Jersey limited liability company

GRANTOR

AND POCONO LAKEFRONT, LLC
a Pennsylvania limited liability company
of

GRANTEE

WITNESSETH, that in consideration of **ONE AND NO/100s --- (\$1.00) --- DOLLAR**, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey unto the said Grantee, its successors and Assigns,

Parcel One:

ALL THAT CERTAIN piece or parcel of land situate in Palmyra Township, Pike County, Pennsylvania, designated as **Tract No. 3** on the survey map prepared by Harry F. Schoenagel, Professional Land Surveyor, dated February 18, 1986 and entitled White Beauty View Resort (the "Survey Map"), recorded in Pike County Plat Book 25, at page 10, and more particularly bounded and described as follows:

BEGINNING at Pennsylvania Power and Light Company Monument Number 158, being also in the line of lands of Tanglewood Lakes, Inc.;

Thence along the lands of Tanglewood Lakes, Inc. South seven (07) degrees four (04) minutes and fifty-three (53) seconds West five hundred thirty-nine and forty-six hundredths (539.46) feet to the Northeasterly corner of Parcel 31 on the Survey Map;

Thence along Parcel 31 by two (2) courses and distances as follows:

- 1) North eighty-two (82) degrees thirty-nine (39) minutes and fifty-three (53) seconds West two hundred (200.00) feet to a corner; and
- 2) South seven (07) degrees twenty (20) minutes and seven (07) seconds West three hundred sixty-five (365.00) feet to a corner in the line of lands of Sky Top Heights, Inc.;



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201000010109 DR 2350 1843

Thence along the line of lands of Sky Top Heights, Inc. by three (3) courses and distances as follows:

- 1) North eighty-two (82) degrees thirty-nine (39) minutes and fifty-three (53) seconds West twenty (20.00) feet to a corner;
- 2) North seven (07) degrees twenty (20) minutes and seven (07) seconds East one hundred eight and four hundredths (108.04) feet to a corner; and
- 3) North seventy-one (71) Degrees fifty-six (56) minutes and fifty-three (53) seconds West twenty and thirty-five hundredths (20.35) feet to the Southeasterly corner of Parcel Thirty-two (32) on the Survey Map;

Thence along said Parcel Thirty-two (32) North seven (07) degrees twenty (20) minutes and thirteen (13) seconds East two hundred eighty-six and ten hundredths (286.10) feet to a corner in the center of Pennsylvania Traffic Route 507;

Thence along the centerline of Traffic Route 507, along Parcels 32, 33, and 34 on the Survey Map, and

Thence along Tract No. 6, by two (2) courses and distances as follows:

- 1) North eighty-two (82) degrees thirty-nine (39) minutes and fifty-three (53) seconds West three hundred ninety-eight and thirty-eight hundredths (398.38) feet to a point; and
- 2) North eighty-three (83) degrees forty-six (46) minutes and forty-eight (48) seconds West three hundred forty-eight and seventy-nine hundredths (348.79) feet to a corner;

Thence still along Tract No. 6 North seventy-one (71) degrees fifty-three (53) minutes and twenty (20) seconds West forty and seventy-three hundredths (40.73) feet to a point in the right-of-way at the Southeasterly corner of Parcel 7-2 on the Survey Map;

Thence along Parcel 7-2 North five (05) degrees ten (10) minutes and twenty-three (23) seconds East seventy-five and seventy hundredths (75.70) feet to the Southeasterly corner of the lands of Emerson Neifert;

Thence along the lands of Emerson Neifert by three (3) courses and distances as follows:

- 1) North eleven (11) degrees forty-two (42) minutes and forty-four (44) seconds East one hundred twenty-one and seventy hundredths (121.70) feet to a corner;
 - 2) South eighty-nine (89) degrees ten (10) minutes and forty (40) seconds West nineteen and eighty hundredths (19.80) feet to a corner; and
 - 3) North nine (09) degrees seventeen (17) minutes and five (05) seconds West nineteen and forty- one hundredths (19.41) feet to a corner in the line of lands of the Pennsylvania
-

Power and Light Company (sometimes called the Project Line);

Thence along the said Pennsylvania Power and Light Company by four (4) courses and distances as follows:

- 1) North sixty-four (64) degrees twenty-five (25) minutes and fifty-one (51) seconds East four hundred sixty-five and eighty hundredths (46[^].80) feet to Pennsylvania Power and Light Company Monument Number 161;
- 2) South seven (07) degrees thirty-three (33) minutes and forty-seven (47) seconds West sixty-nine and twenty hundredths (69.20) feet to Pennsylvania Power and Light Company Monument Number 160;
- (3) North seventy-eight (78) degrees forty-seven (47) minutes and fifty-one (51) seconds East three hundred fifty-two and ninety-three hundredths (352.93) feet to Pennsylvania Power and Light Company Monument Number 159; and
- (4) South eighty-two (82) degrees six (06) minutes and eight (08) seconds East eight and sixty-eight hundredths (8.68) feet to the Northwesterly corner of Parcel 2 on the Survey Map;

Thence along Parcel 2 by three (3) courses and distances as follows:

- 1) South six (06) degrees forty-nine (49) minutes and thirty-four (34) seconds West fifty-eight and seventy hundredths (58.70) feet to a corner;
- 2) South eighty-three (83) degrees ten (10) minutes and twenty-six (26) seconds East fifty (50.00) feet to a corner; and
- 3) North six (06) degrees forty-nine (49) minutes and thirty-eight (38) seconds East fifty-seven and seventy-six hundredths feet to a corner in the line of lands of the Pennsylvania Power and Light Company;

Thence along the lands of Pennsylvania Power and Light Company South eighty-two (82) degrees six (06) minutes and eight (08) seconds East ninety-nine and thirty-nine hundredths (99.39) feet to the Northwesterly corner of Parcel 1 on the Survey Map;

Thence along Parcel No. 1 by three (3) courses and distances as follows:

- 1) South six (06) degrees forty-nine (49) minutes and thirty-four (34) seconds West fifty-five and ninety-seven hundredths (55.97) feet to a corner;
 - 2) South eighty-three (83) degrees ten (10) minutes and forty-five (45) seconds East fifty (50.00) feet to a corner; and
 - 3) North six (06) degrees forty-nine (49) minutes and thirty-four (34) seconds East fifty-five and three hundredths (55.03) feet to a corner in the line of lands of the Pennsylvania
-

Instrument Book Page
201000010109 DR 2350 1845

Power and Light Company; and

Thence along the lands of Pennsylvania Power and Light Company South eighty-two (82) degrees six (06) minutes and eight (08) seconds East one hundred nine and ninety-five hundredths (109.95) feet to the place of BEGINNING.

CONTAINING ten and fifty-four hundredths (10.54) acres of land, more or less, as surveyed by Harry P. Schoenagel, Registered Professional Surveyor, February 18, 1986, all bearings as of the magnetic meridian.

EXCLUDING from the foregoing Tract No. 3 the parcel of land which Guccini, Inc. conveyed to Otto Uguccioni and Christine Uguccioni, his wife, by a Deed dated December 1, 1956 and recorded in Pike County in Deed Book 135, at page 134, being ninety (90.00) feet in width along the centerline of Pennsylvania Traffic Route 507 and extending Northerly of that width a depth of one hundred ten (110.00) feet, being designated as Parcel 4 on the Survey Map.

SUBJECT to the flowage easement granted by Naldo Guccini and Edith Guccini, his wife (former owners) to Pennsylvania Power and Light Company by an Agreement dated February 2, 1954 and recorded in Pike County in Deed Book 122, at page 109.

SUBJECT to reservations, easements, air space rights, covenants and conditions as set forth in Deed from G.P. Management, Inc. to Lakeside Resort Enterprises, L.P., dated 5/31/1991 and recorded 6/3/1991 in Pike County in Book 399 page 98.

EXCEPTING THEREOUT AND THEREFROM all that certain estate right and interest in air space, buildings, structures, improvements, foundations, footings, columns, etc., as set forth in Deed from G.P. Management, Inc. to Lakeside Time Shares, Inc., dated 5/31/1991 and recorded 6/3/1991 in Pike County in Book 399 page 120

ALSO EXCEPTING THEREOUT AND THEREFROM all that certain estate right and interest in air space, buildings, structures, improvements, foundations, footings, columns, etc., as set forth in Deed from G.P. Management, Inc. to Edwin Inc., dated 5/31/1991 and recorded 6/3/1991 in Pike County in Book 399 page 125

BEING that piece or parcel of land which Lakeside Resort Enterprises, LP by deed dated 6/11/2004 and recorded in Record Book 2103 at page 5, granted and conveyed unto Haven Development Company, LLC, the grantor herein.

Currently identified by Pike County Tax Map No. 070.04-01-03

Instrument Book Page
201000010109 DR 2350 1846

Parcel Two:

ALL THAT CERTAIN that certain piece, parcel and tract of land, situate in the Township of Palmyra, County of Pike and Commonwealth of Pennsylvania, more particularly described as follows;

BEGINNING at the Northeast corner, said corner being in the line of lands of Guccini and of the Pennsylvania Power and Light Company and being also North eighty-six (86) degrees seventeen (17) minutes West one hundred and seven and five-tenths (107.5) feet from the Northeast corner of the lands of the Grantors herein; thence along the line of lands of the Pennsylvania Power and Light Company, North eighty-six (86) degrees seventeen (17) minutes West fifty and two-tenths (50.2) feet to a corner; thence South seven (7) degrees forty-five (45) minutes West seventy and six one-hundredths (70.06) feet to a corner; thence South eighty-two (82) degrees fifteen (15) minutes East fifty (50) feet to a corner; thence North seven (7) degrees forty-five (45) minutes East seventy-three and six-tenths (73.6) feet to the place of BEGINNING. Bearings from the Magnetic meridian of the year of 1948 and containing eight one-hundredths (0.08) of an acre of land be the same more or less.

TOGETHER with unto the Grantees herein, their heirs and assigns, all rights, right of way and privileges an under and subject to all conditions, restrictions, reservations, covenants, easements and exceptions as set forth in the foregoing recited deed. Reference may be had to said deed or the record thereof for any and all purposes hi connection with this conveyance with the same force and effect as if the same were more fully and at large set forth herein.

BEING that piece or parcel of land which Judith P. Mascia-Lilly by deed dated 7/23/2004 and recorded in Record Book 2060 at page 2311, granted and conveyed unto Haven Development Company, LLC.

Currently identified by Pike County Tax Map No. 070.04-01-01

201000010109
Filed for Record in
PIKE COUNTY, PA
SHARON SCHRÖEDER, RECORDER OF DEEDS
11-17-2010 At 03:53 pm.
DEED 15851.82
OR Book 2350 Page 1842 - 1849

201000010109
Exempt Status - N
STATE RE \$ 7893.41
LOCAL RE \$ 7893.41
\$ 3946.70 PALMYRA TWP
\$ 3946.71 WALLENPAUPACK AREA SCHOOL DIST

Instrument 201000010109 DR Book Page 2350 1847

AND the said Grantor WILL WARRANT SPECIALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said DEER HAVEN, is a Limited Liability Company and has caused this Deed to be signed by its Authorized Member, and that the said member has signed his/her name in accordance with the Operating Agreement of the Grantor Limited Liability Company, on the day and year first above written.

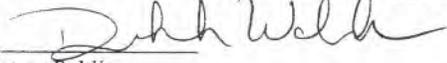

Shmuel Shahar
Authorized Member

STATE OF PIKE

COUNTY OF PA

ON THIS, the 8 day of November 2010, before me the undersigned officer, personally appeared Shmuel Shahar who acknowledged him/herself to be the Authorized Member of Haven Development Company, LLC a limited liability company, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

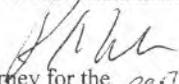
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Deborah Waldron, Notary Public
Palmyra Twp, Pike County
My commission expires July 11, 2014

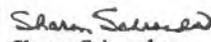
I HEREBY CERTIFY that the precise residence of the within named Grantee is:

865 Rte 507
Greentown Pa 18426


Attorney for the part.

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




Sharon Schroeder,
Recorder of Deeds

Instrument 201000010109 DR Book Page 2350 1848



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY			
State Tax Paid	7893.41		
Book Number	2350		
Page Number	1848		
Date Recorded	11-17-10		

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Anthony Waldron			Telephone Number:	(570) 226-6288	
Mailing Address	City	State	ZIP Code			
106 Shook Road	Hawley	PA	18428			

B. TRANSFER DATA

Grantor(s)/Lessor(s)	State	ZIP Code
Haven Development Company, LLC	NJ	07960
Mailing Address		
41 Elm Street Ste 1C		
City		
Morristown		

C. Date of Acceptance of Document

Date	11/08/20
Grantee(s)/Lessee(s)	Pocono Lakefront, LLC
Mailing Address	865 Route 507
City	Greentown
State	PA
ZIP Code	18426

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
Route 507	Palmyra	
County	School District	Tax Parcel Number
Pike	Wallenpaupack	See attached schedule

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+ 0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
161,090	X 4.90	= 789,341 ^{ad}

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00	100%	100%

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession.
(Name of Decedent) _____ (Estate File Number) _____
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	11-16-10

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Instrument 201000010109 OR Book Page 2350 1849

Haven Development Company, LLC

to Pocono Lakefront, LLC, Buyer

Date of Conveyance 11-08-10

Map No.	Control No.	Assessed value:
070.04-01-01	010195	5,060
070.04-01-03	009591	156030
<u>Total Assessed Value:</u>		<u>161,090</u>
@ CLRF 4.90		\$ 789,341.00
@ 2%		\$ 15,786.82

THIS DEED

MADE THE 8th day of November in the year two thousand ten

BETWEEN **DEER HAVEN, LLC**
A New Jersey limited liability company

GRANTOR

AND **POCONO LAKEFRONT, LLC**
a Pennsylvania limited liability company
of

GRANTEE

WITNESSETH, that in consideration of **ONE AND NO/100s -- (\$1.00) -- DOLLAR**, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey unto the said Grantee, its successors and Assigns,

Parcel One:

ALL THAT CERTAIN piece or parcel of land situate in Palmyra Township, Pike County, Pennsylvania designated as **TRACT NO. 1** on the survey map prepared by Harry F. Schoenagel, PLS dated 2/18/1986 and entitled White Beauty View Resort (the "Survey Map") recorded in Pike County Plat Book 25 at page 10 and more particularly bounded and described as follows:

BEGINNING at the southwesterly corner of Tract No. 2 in the line of lands of Donald Nelson and others, being also the Southwesterly corner of Lot Number Ten (10) on the Plat of the Subdivision known as White Beauty View Estates recorded in Pike County Plat Book 8 at page 55;

Thence along the line of Tract No. 2 by eight (8) courses and distances as follows:

- 1) North 37° 55' 27" East along Lot Number Ten (10) 81.70' to a corner;
- 2) South 53° 59' 23" East along Lot Number Fifteen (15) 305.00 feet to a corner;
- 3) South 83° 43' 36" East along Lot Number Sixteen (16) 123.54' to a corner;
- 4) Along Lots Number 16 and 17 North 37° 55' 27" East 243.44' to a corner on the westerly edge of the right of way of a 40.00' wide private road;
- 5) Continuing along Lot Number 17 on the westerly edge of the right of way of the 40.00' wide private road, following a curve to the left with a radius of 237.69', an arc distance of 102.01' to a point of tangency;
- 6) Crossing the said 40.0' wide private road North 37°55' 27" East 40.00 feet to the most northerly corner of Lot Number 37;



Instrument Book Page
201000010110 DR 2350 1851

- 7) Along Lot Number 38, following a curve to the right with a radius of 277.69 feet, an arc distance of 205.59' to a corner; and
- 8) Continuing along Lot Number 38 North 75° 45' 19" East 66.71' to a corner of lands n/f of Tanglwood Lakes, Inc.

THENCE along the line of lands of Tanglwood Lakes, Inc. and the several lots in the subdivision of said lands, as shown on the Survey Map, by five courses and distances as follows:

- 1) South 54° 19' 05" East 497.48' to a corner;
- 2) South 69° 13' 43" East 221.14' to a corner;
- 3) South 79° 33' 11" East 191.21' to a corner;
- 4) South 42° 58' 13" East 579.49' to a corner;
- 5) South 58° 17' 17" West 1,832.51' to a corner in the center of Kleinhans Creek, sometimes called Giffords Creek;

Thence along the centerline of said Creek by 14 courses and distances as follows:

- 1) North 65° 09' 17" West 46.26' to a corner
- 2) North 36° 27' 29" West 80.48' to a corner; t
- 3) North 24° 49' 16" West 78.87' to a corner;
- 4) North 45° 26' 37" West 116.29' to a corner;
- 5) North 47° 34' 29" West 53.75' to a corner;
- 6) North 34° 27' 17" West 74.29' to a corner;
- 7) North 18° 31' 37" West 27.53' to a corner;
- 8) North 30° 05' 08" East 128.18' to a corner
- 9) North 03° 55' 03" West 58.94' to a corner;
- 10) North 02° 26' 53" West 61.30' to a corner;
- 11) North 50° 51' 24" West 35.97' to a corner;
- 12) North 73° 37' 38" West 40.98' to a corner;
- 13) South 84° 43' 14" West 53.97' to a corner; and
- 14) North 63° 54' 57" West 124.78' to a corner

Thence along the lands of Donald Nelson and others by four (4) courses and distances as follows:

- 1) North 57° 24' 18" East 228.43' to a corner;
- 2) North 41° 43' 07" West 299.05' to a corner;
- 3) North 48° 00' 46" East 206.19' to a corner'
- 4) North 41° 21' 40" West 460.23' to the place of BEGINNING.

CONTAINING forty-six and thirty-two hundredths (46.32) acres of land, more or less, as surveyed by Harry F. Schoenagel, Registered Professional Surveyor, February 13, 1986, all bearings as of the magnetic meridian.

SUBJECT to all riparian rights, and other rights of common use of the waters of Kleinhans Creek (Formerly called Giffords Creek) as set forth in prior deeds.

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EXCEPTING AND RESERVING from Tract No. 1 a twenty (20.00) acre portion shown on a map of a survey by Harry P. Schoenagel, Professional Land Surveyor, dated February 18, 1986 and revised on June 14, 1987 and September 2, 1990, a copy of which was recorded on December 12, 1990 in Plat Book 28, at page 157. COMPRISING Parcel "A" as shown on the TIA Survey Map (Being a map entitled G.P. Management, Inc."). Bearings of the magnetic meridian and CONTAINING 20.00 acres of land to be the same more or less. BEING that piece or parcel of land which G.P. Management, Inc. by deed dated 2/21/1991 and recorded in Record Book 367 page 119, granted and conveyed unto TIA Land Development, Inc.

SUBJECT TO the non-exclusive right-of-way granted to TIA Land Development, Inc., its successors and assigns, in common with the grantees herein, their successors and assigns, as set forth in Record Book 367 at page 119.

BEING Parcel A Tract No. 1 of those pieces or parcels of land which Wallenpaupack Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed unto Deer Haven, LLC, the grantor herein.

The above described premises (Tract No. 1) are a portion of those lands currently identified by Pike County Tax Map No. 070.04-01-55.

Parcel Two:

ALL THAT CERTAIN piece or parcel of land situate in Palmyra Township, Pike County, Pennsylvania, designated as **TRACT NO. 2** on the survey map prepared by Harry F. Schoenagel, PLS, dated 2/18/1986 and entitled White Beauty View Resort (the "Survey Map") recorded in Pike County Plat Book 25 page 10 and more particularly bounded and described as follows:

BEGINNING at the southwesterly corner of Tract No. 2 in the line of lands of Donald Nelson and others, being also the Southwest corner of Lot Number Ten (10) on the Plat of the Subdivision known as White Beauty View Estates recorded in Pike County Plat Book 8 at page 55;

Thence along the line of Tract No. 1 by eight (8) courses and distances as follows:

- 1) North 37° 55' 27" East along Lot Number Ten (10) 81.70' to a corner;
 - 2) South 53° 59' 23" East along Lot Number Fifteen (15) 305.00 feet to a corner;
 - 3) South 83° 43' 36" East along Lot Number Sixteen (16) 123.54' to a corner;
 - 4) Along Lots Number 16 and 17 North 37° 55' 27" East 243.44' to a corner on the westerly edge of the right of way of a 40.00' wide private road;
 - 5) Continuing along Lot Number 17 on the westerly edge of the right of way of the 40.00' wide private road, following a curve to the left with a radius of 237.69', an arc distance of 102.01' to a point of tangency;
 - 6) Crossing the said 40.0' wide private road North 37°55' 27" East 40.00 feet to the most northerly corner of Lot Number 37;
 - 7) Along Lot Number 38, following a curve to the right with a radius of 277.69 feet, an arc distance of 205.59' to a corner; and
-

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8) Continuing along Lot Number 38 North 75° 45' 19" East 66.71' to a corner of lands n/f of Tanglwood Lakes, Inc.

Thence along the line of lands of Tanglwood Lakes, Inc. and the several lots in the subdivision of said lands, as shown on the Survey Map, North 07° 20' 07" East 1,032.74' to a corner;

Thence along Tract No. 6 South 71° 44' 27" West 1,045.99' to a corner on the northeasterly edge of the right-of-way of a 40.00' private road;

Thence crossing the said private road South 37° 55' 27" West 40.00' to a corner;

Thence along the northwesterly edge of the right of way of the said private road and along Lot Number Two North 49° West 73.92' to a point;

Thence along Lots Numbered Two and One North 43° 17' 43" West 180.00' to a point;

Thence continuing along Lot Number One by three (3) courses and distances as follows:

- 1) North 58° 10' 43" West 147.66' to a corner;
- 2) North 45° 39' 43" West 40.10' to a corner; and
- 3) South 49° 20' 17" West 8.47' to a corner;

Thence along the line of lands n/f of Howell and Anns, being also along Lots Numbers One, Three and Four, South 06° 49' 56" East 423.29' to a corner;

Thence along the lands of Donald Nelson and others (being also along Lots Numbers Four, Five, Nine and Ten, South 41° 28' 02" East 722.72' to the place of BEGINNING.

CONTAINING 21.83 acres of land, more or less, as surveyed by Harry F. Schoenagel, RPS, 2/18/1986, all bearings as of the magnetic meridian.

EXCLUDING from the above described Tract No. 2 all lots on the Plot of the Subdivision known as White Beauty View Estates, by Harry F. Schoenagel, RS recorded in Plat Book 8 at page 55, heretofore conveyed by White Beauty View, inc. to various grantees, being designated and identified as follows:

Lot No.	Deed Book	page
2	453	257
4	642	247
5	556	5
6	835	324
7	835	319
9	528	342
10	542	23
11	573	243
12	568	197

		Instrument	Book Page
13	561	201000010110 OR	2350 1854
15	545		274
16	528		197
17	702		269
20	581		166
21	528		118
22	573		252
23	598		254
25	135		87
26	135		53-56
27	1254		49-50
28	135		134-137
			51-52

EXCLUDING also, Lot Number 19 which Samco Management Inc conveyed by deed dated 6/4/1987 in Deed Book 1136 page 89

EXCEPTING AND RESERVING unto the grantor herein, its successors and/or assigns, together with all rights and subject to such restrictions pertaining to lots in the White Beauty View Estates subdivision, Lot Number (8) consisting of approximately 0.51 acre of land and identified by Pike County Tax Map No. 070.04-01-65 and Lot Number Fourteen (14) consisting of approximately 0.53 acre of land and identified by Pike County Tax Map Nos. 070.04-01-71. Lots Numbered 8 and 14 are shown on the above referenced Plat Book 8 at page 55.

BEING a portion of Tract No. 2 of those pieces or parcels of land which Wallenpaupack Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed unto Deer Haven, LLC, the grantor herein.

The above described premises (portion of Tract No. 2) comprises Lots 1, 3, and 29-38 of White Beauty View Estates, together with the private roads of the said subdivision as set forth on Plat Book 8 page 55 and are a portion of those lands identified by Pike County Tax Map No. 070.04-01-55.

SUBJECT to those rights, reservations, covenants, conditions and exceptions as appear in the chain and are set forth in deeds to the various lots in the subdivision.

Parcel Three:

ALL THAT CERTAIN piece or parcel of land situate in Palmyra Township, County, Pennsylvania, designated as **TRACT NO. 6** on the survey map prepared by Harry F. Schoenagel, Professional Land Surveyor, dated February. 18, 1986 and entitled White Beauty View Resort (the "Survey Map"), recorded in Pike County Plat Book 25, at page 10, and more particularly bounded and described as follows:

BEGINNING at the most Northerly corner of Lot Number One (1) on the Plot of the Subdivision known as White Beauty View Estates, recorded In Pike County In Plat Book 8, at page 55, said corner being located on the Southwesterly edge of the right-of-way of a forty foot (40.00) wide private road leading from Pennsylvania Traffic Route 507 to White Beauty

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View Estates;

Thence partially crossing the said private road North forty-nine (49) degrees twenty (20) minutes and seventeen (17) seconds East twenty (20.00.) feet to a corner in its centerline;

Thence along the centerline of the said private road North thirty-nine (39) degrees twenty-one (21) minutes and two (02) seconds West forty-four and ninety-four hundredths (44.94) feet to a corner;

Thence continuing along the centerline of the said private road North thirty-nine (39) degrees twenty (20) minutes and fifty-five (55) seconds West eighty-nine hundredths (0.89) of a foot to a corner;

Thence along Parcel 46-2 on the Survey Map North six (06) degrees fifty-one (51) minute's and twenty (20) seconds West five hundred thirteen and seventy-seven hundredths (513.77) feet to a corner of lands of Bell Telephone Company;

Thence along the line of lands of Bell Telephone Company by three (3) courses and distances as follows:

- (1) North seventy-three (73) degrees fifty-nine (59) minutes and twenty-seven (27) seconds East 1.18' feet to a corner;
- (2) North eight (08) degrees five (05) minutes and three (03) seconds fifty-four and seventy hundredths (54.70) feet to a point; and
- (3) North six (06) degrees fifty-one (51) minutes and twenty (20) seconds West one hundred forty-eight and ninety-two hundredths (148.92) feet to a corner in the line of lands of Parcel 36;

Thence along Parcel 36 on the Survey Map by two courses and distances as follows:

- (1) North eighty-three (83) degrees one (01) minute and twenty-six (26) seconds 286.00' to a corner; and
- (2) North seven (07) degrees thirty-three (33) minutes and fifty-seven (57) seconds East 583.35' to the Southeasterly corner of Parcel 10;

Thence along Parcel 10 North eight (08) degrees three (03) minutes and three (03) seconds East two hundred forty-four and thirty-seven hundredths (244.37) feet to the Southwest corner of Parcel 8 on the Survey Map;

Thence along Parcel 8 North seventy-one (71) degrees fifty-seven (57) minutes and thirty-eight (38) seconds East seventy-seven and ninety-six hundredths (77.96) hundredths feet to a corner of Parcel 7-1 on the Survey Map;

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Thence along Parcel 7-1 North eighty-one (81) degrees fifty-six (56) minutes and twenty-nine (29) seconds East seventy-seven and twenty-four hundredths (77.24) feet to a corner of parcel 7-2 on the Survey Map;

Thence along Parcel 7-2 South eighty-eight (88) degrees thirty-one (31) minutes and fifty-one (51) seconds East seventy-one and twenty hundredths (71.20) feet to a corner of Tract No. 3

Thence along Tract No. 3 South 71°53' 20" East 40.73' to a corner in the center of PA Traffic Route 507;

Thence along the centerline of Traffic Route 507 South 83° 46' 48" East 348.79' to a corner of Parcel 34 on the Survey Map;

Thence along Parcel 34 South 08°22' 07" West 221.45' to a corner in the line of Parcel 35 on the Survey Map, now or formerly of Sky Top Heights, Inc.

Thence along Parcel 35, or the lands n/f of Sky Top Heights, Inc. by five (5) courses and distances:

- 1) North 74° 14' 18" West 249.24' to a corner
- 2) South 72° 15' 07" 260.00' to a corner
- 3) South 13° 54' 30" West 587.90' to a corner
- 4) South 89° 04' 53" East 330.00' to a corner
- 5) South 79° 09' 53" East 865.37' to a corner in line of lands of Tanglwood Lakes, Inc.

Thence along the line of lands of Tanglwood Lakes, Inc. South 07°20' 07" West 558.59' to a corner of Tract No.2;

Thence along Tract No. 2 by six (6) courses and distances as follows:

- 1) South 71° 44' 27" West 1,045.99' to a corner on the northeasterly edge of the right of way of a 40.00' wide private road
- 2) Crossing the said private road South 37° 55' 27" West 40.00' to a corner;
- 3) Along the northeasterly edge of the right of way of the said private road and along Lot Number Two (2) of White Beauty View Estates North 49° West 73.92' to a corner;
- 4) Along Lots Numbers Two and One of White Beauty View Estates North 43° 17' 43" West 180.00' to a corner;
- 5) Continuing along Lot Number One North 58° 10' 43" West 147.66' to a corner; and
- 6) Continuing along Lot One North 45° 39' 43" West 40.10' to the place of BEGINNING.

CONTAINING 32.15 acres of land, more or less, as surveyed by Harry F. Schoenagel, PLS, dated 2/18/1986, all bearings as of the magnetic meridian.

BEING Tract No. 6 of those pieces or parcels of land which Wallenpaupack Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed

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unto Deer Haven, LLC, the grantor herein.

The above described Tract No. 6 comprises a portion of those lands identified by Pike County Tax Map No. 070.04-01-55 and all of those lands identified by Pike County Tax Map No. 070.04-03.001.

Parcel Four

PARCEL B/ENTRANCE PARCEL

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Palmyra, County of Pike and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point for a corner, said point of beginning being located in the center of PA Legislative Route 507, and being a common corner of lands n/f of Sackary and Bevan; thence North 82° 28' East 298' to a point for a corner; said point being located in the boundary line of lands n/f of Naldo Guccini and Victoria Bevan; thence along the common boundary line between lands n/f of Guccini and Bevan South 7° 32' East 773' to a point for a corner, said point being a common corner of lands n/f Bevan, Anns and Guccini; thence along the common boundary line of lands n/f Bevan and lands n/f Anns South 82° 28' West 871.2' * to a point for a corner located in the center of LR 507; thence along the said LR the following six courses and distances:

- 1) North 00° 27' West 168.4';
- 2) North 5° 28' East 200';
- 3) North 10° 17' East 200';
- 4) North 14° 03' East 78.5';
- 5) North 18° 26' East 101.2' and
- 6) North 24° 08' East 133.7' to the point and place of BEGINNING.

*The third element of the above description recites a distance of "871.2 feet" and is erroneous; the correct distance as established on the survey map is 558.78 feet. The aforesaid portion of the above description does, whoever also call "to a point for a corner located in the center of LR 507" which call to a monument on the ground, under applicable Pa law prevails over the distance set forth in the above description.

EXCEPTING from the above described Parcel B/Entrance Parcel a parcel of land containing 0.45 of an acre of land more or less as described in preceding deeds in the chain of title and as conveyed by White Beauty View, Inc. in Deed Book 244 page 119.

The above described Parcel B/Entrance Parcel contains within the boundaries thereof a portion referred to as "Dotter Parcel" as to which grantor makes no warranty of title. The said Dotter Parcel is described in deeds forming the chain of title and substantially being Parcel 47 on the Survey Map and substantially those premises identified by Pike County Tax Map No. 070.04-01-47.

BEING Parcel B/Entrance Parcel of those pieces or parcels of land which Wallenpaupack

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Lands, Inc. by deed dated 06/04/2004 and recorded in Record Book 2103 at page 13, granted and conveyed unto Deer Haven, LLC, the grantor herein.

The above described premises currently identified by Pike County Tax Map No. 070.04-01-46.

201000010110
Filed for Record in
PIKE COUNTY, PA
SHARON SCHRDEDER, RECORDER OF DEEDS
11-17-2010 At 03:53 p.m.
DEI # 4347.92
DR Book 2350 Page 1850 - 1861

201000010110
Exempt Status - N
STATE RE \$ 2133.46
LOCAL RE \$ 2133.46
\$ 1066.73 PALMYRA TWP
\$ 1066.73 WALLENPAUPACK AREA SCHOOL DIST

Instrument 201000010110 DR Book Page 2350 1859

AND the said Grantor WILL WARRANT SPECIALLY the property hereby conveyed.

IN WITNESS WHEREOF, the said DEER HAVEN, is a Limited Liability Company and has caused this Deed to be signed by its Authorized Member, and that the said member has signed his/her name in accordance with the Operating Agreement of the Grantor Limited Liability Company, on the day and year first above written.

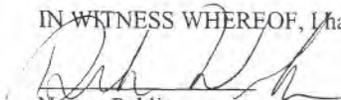

Shmuel Shahar
Authorized Member

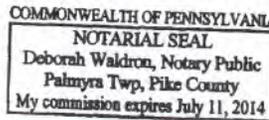
STATE OF PIKE

COUNTY OF PA

ON THIS, the 8 day of November 2010, before me the undersigned officer, personally appeared Shmuel Shahar who acknowledged him/herself to be the Authorized Member of Deer Haven, LLC a limited liability company, and that as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

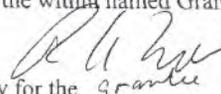
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



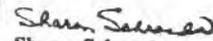
I HEREBY CERTIFY that the precise residence of the within named Grantee is:

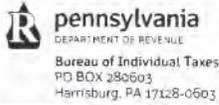
865 Rte 507
Greentown Pa 18426


Attorney for the grantee

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




Sharon Schroeder,
Recorder of Deeds



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY		
State Tax Paid	2133.46	
Book Number	2350	
Page Number	1850	
Date Recorded	11-17-10	

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Anthony Waldron			Telephone Number:	(570) 226-6288	
Mailing Address	City	State	ZIP Code			
106 Shook Road	Hawley	PA	18428			

B. TRANSFER DATA

Grantor(s)/Lessor(s)	State	ZIP Code
Deer Haven, LLC	NJ	07960
Mailing Address		
41 Elm Street Ste 1C		
City		
Morristown		

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)	State	ZIP Code
Pocono Lakefront, LLC	PA	18428
Mailing Address		
865 Route 507		
City		
Greentown		

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
Route 507	Palmyra	
County	School District	Tax Parcel Number
Pike	Wallenpaupack	See attached schedule

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+ 0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
43540 ⁰⁰	x 4.90	= 213,346 ⁰⁰

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00	100%	100%

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	11-16-10

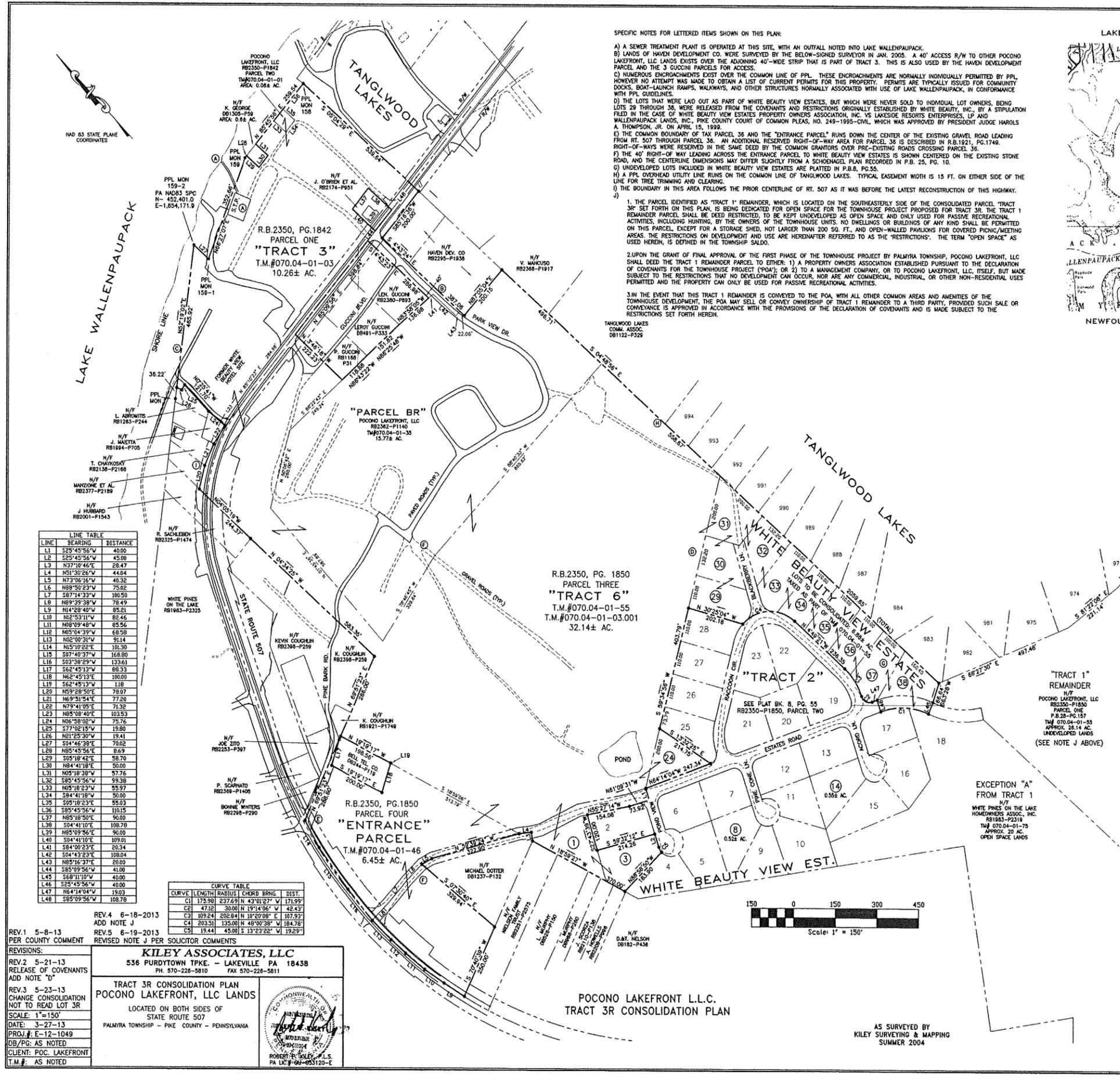
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Instrument Book Page
201000010110 OR 2350 1861

Deer Haven, LLC
to Pocono Lakefront, LLC, Buyer

Date of Conveyance 11-08-10

Map No.	Control No.	Assessed value:
070.04-01-46	012665	14610
070.04-01-55	009599	18400
070.04-01-03.001	110465	10530
<u>Total Assessed Value</u>		<u>43,540.00</u>
@ CLRF 4.90		\$213,346.00
@ 2%		\$ 4,266.92



SPECIFIC NOTES FOR LETTERED ITEMS SHOWN ON THIS PLAN:

A) A SEWER TREATMENT PLANT IS OPERATED AT THIS SITE, WITH AN OUTFALL NOTED INTO LAKE WALLEPAUPACK.

B) LANDS OF HAVEN DEVELOPMENT CO. WERE SURVEYED BY THE BELOW-SIGNED SURVEYOR IN JAN. 2005. A 40' ACCESS R/W TO OTHER POCONO LAKEFRONT, LLC LANDS EXISTS OVER THE ADJOINING 40'-WIDE STRIP THAT IS PART OF TRACT 3. THIS IS ALSO USED BY THE HAVEN DEVELOPMENT PARCEL AND THE 3 GUCCHI PARCELS FOR ACCESS.

C) NUMEROUS ENCROACHMENTS EXIST OVER THE COMMON LINE OF PPL. THESE ENCROACHMENTS ARE NORMALLY INDIVIDUALLY PERMITTED BY PPL, HOWEVER NO ATTEMPT WAS MADE TO OBTAIN A LIST OF CURRENT PERMITS FOR THIS PROPERTY. PERMITS ARE TYPICALLY ISSUED FOR COMMUNITY DOCKS, BOAT-LAUNCH RAMPS, WALKWAYS, AND OTHER STRUCTURES NORMALLY ASSOCIATED WITH USE OF LAKE WALLEPAUPACK, IN CONFORMANCE WITH PPL GUIDELINES.

D) THE LOTS THAT WERE LAID OUT AS PART OF WHITE BEAUTY VIEW ESTATES, BUT WHICH WERE NEVER SOLD TO INDIVIDUAL LOT OWNERS, BEING LOTS 29 THROUGH 38, WERE RELEASED FROM THE COVENANTS AND RESTRICTIONS ORIGINALLY ESTABLISHED BY WHITE BEAUTY, INC., BY A STIPULATION FILED IN THE CASE OF WHITE BEAUTY VIEW ESTATES PROPERTY OWNERS ASSOCIATION, INC. VS LAKEVIEW RESORTS ENTERPRISES, LP AND WALLEPAUPACK LANDS, INC., PIKE COUNTY COURT OF COMMON PLEAS, NO. 249-1995-CIVIL, WHICH WAS APPROVED BY PRESIDENT JUDGE HAROLD A. THOMPSON, JR. ON APRIL 15, 1999.

E) THE COMMON BOUNDARY OF TAX PARCEL 36 AND THE "ENTRANCE PARCEL" RUNS DOWN THE CENTER OF THE EXISTING GRAVEL ROAD LEADING FROM RT. 507 THROUGH PARCEL 36. AN ADDITIONAL RESERVED RIGHT-OF-WAY AREA FOR PARCEL 36 IS DESCRIBED IN P.B.1921, PG.1749.

F) THE 40' RIGHT-OF-WAY LEADING ACROSS THE ENTRANCE PARCEL TO WHITE BEAUTY VIEW ESTATES IS SHOWN CENTERED ON THE EXISTING STONE ROAD, AND THE CENTERLINE DIMENSIONS MAY DIFFER SLIGHTLY FROM A SCHEMEL PLAN RECORDED IN P.B. 25, PG. 10.

G) UNDEVELOPED LOTS INCLUDED IN WHITE BEAUTY VIEW ESTATES ARE PLATTED IN P.B. 25, PG. 10.

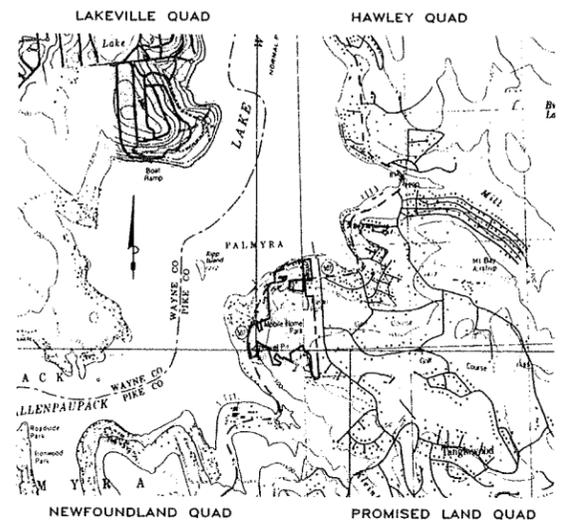
H) A PPL OVERHEAD UTILITY LINE RUNS ON THE COMMON LINE OF TANGLOWD LAKES. TYPICAL EASEMENT WIDTH IS 15 FT. ON EITHER SIDE OF THE LINE FOR TREE TRIMMING AND CLEARING.

I) THE BOUNDARY IN THIS AREA FOLLOWS THE PRIOR CENTERLINE OF RT. 507 AS IT WAS BEFORE THE LATEST RECONSTRUCTION OF THIS HIGHWAY.

1. THE PARCEL IDENTIFIED AS "TRACT 1" REMAINDER, WHICH IS LOCATED ON THE SOUTHEASTERLY SIDE OF THE CONSOLIDATED PARCEL "TRACT 3R" SET FORTH ON THIS PLAN, IS BEING DEDICATED FOR OPEN SPACE FOR THE TOWNSHIP PROJECT PROPOSED FOR TRACT 3R. THE TRACT 1 REMAINDER PARCEL SHALL BE DEED RESTRICTED, TO BE KEPT UNDEVELOPED AS OPEN SPACE AND ONLY USED FOR PASSIVE RECREATIONAL ACTIVITIES, INCLUDING HUNTING, BY THE OWNERS OF THE TOWNSHIP UNITS. NO DWELLINGS OR BUILDINGS OF ANY KIND SHALL BE PERMITTED ON THIS PARCEL, EXCEPT FOR A STORAGE SHED, NOT LARGER THAN 200 SQ. FT., AND OPEN-WALLED PAVILIONS FOR COVERED PICNIC/MEETING AREAS. THE RESTRICTIONS ON DEVELOPMENT AND USE ARE HEREAFTER REFERRED TO AS THE "RESTRICTIONS". THE TERM "OPEN SPACE" AS USED HEREIN, IS DEFINED IN THE TOWNSHIP SALES.

2. UPON THE GRANT OF FINAL APPROVAL OF THE FIRST PHASE OF THE TOWNSHIP PROJECT BY PALMYRA TOWNSHIP, POCONO LAKEFRONT, LLC SHALL DEED THE TRACT 1 REMAINDER PARCEL TO EITHER: 1) A PROPERTY OWNERS ASSOCIATION ESTABLISHED PURSUANT TO THE DECLARATION OF COVENANTS FOR THE TOWNSHIP PROJECT (POA); OR 2) TO A MANAGEMENT COMPANY, OR TO POCONO LAKEFRONT, LLC, ITSELF, BUT MADE SUBJECT TO THE RESTRICTIONS THAT NO DEVELOPMENT CAN OCCUR, NOR ARE ANY COMMERCIAL, INDUSTRIAL, OR OTHER NON-RESIDENTIAL USES PERMITTED AND THE PROPERTY CAN ONLY BE USED FOR PASSIVE RECREATIONAL ACTIVITIES.

3. IN THE EVENT THAT THIS TRACT 1 REMAINDER IS CONVEYED TO THE POA, WITH ALL OTHER COMMON AREAS AND AMENITIES OF THE TOWNSHIP DEVELOPMENT, THE POA MAY SELL OR CONVEY OWNERSHIP OF TRACT 1 REMAINDER TO A THIRD PARTY, PROVIDED SUCH SALE OR CONVEYANCE IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION OF COVENANTS AND IS MADE SUBJECT TO THE RESTRICTIONS SET FORTH HEREIN.



USGS LOCATION MAP
1"=2000'

CONSOLIDATION NOTES:

THIS PLAN CONSOLIDATES VARIOUS LOTS OWNED BY POCONO LAKEFRONT, LLC IN ANTICIPATION OF FURTHER DEVELOPMENT OF THE CONSOLIDATED TRACT AND ADDITIONAL LAKEFRONT PARCEL OWNED BY KENNETH GEORGE IS INTENDED TO BE JOINED INTO THE CONSOLIDATED TRACTS AT A LATER DATE AND IS NOT CURRENTLY INCORPORATED INTO THE CONSOLIDATED TRACT. AN ADDITIONAL PARCEL OWNED BY POCONO LAKEFRONT, LLC DESIGNATED AS "TRACT 1 REMAINDER" WILL NOT BE INCLUDED IN THIS CONSOLIDATION BUT WILL BE MAINTAINED AS AN OPEN-SPACE PARCEL. THE FINAL CONSOLIDATED PARCEL WILL HENCEFORTH BE KNOWN AS TRACT 3R.

OWNER INFORMATION FOR THE PARCELS TO BE CONSOLIDATED:
POCONO LAKEFRONT, LLC
C/O GOREN
61 WEST 62ND ST. #22
NEW YORK, NY 10023

PARCEL	TAX MAP #	RB/PG	AREA
TRACT 3	070.04-01-03	2350-1842 #1	10.26± AC.
LAKEFRONT LOT	070.04-01-01	2350-1842 #2	0.06± AC.
PARCEL BR	070.04-01-35	2382-114	15.77± AC.
TRACT 2	070.04-01-55	2350-1850 #2	6.88± AC.
TRACT 6	070.04-01-55	2350-1850 #3	32.14± AC.
ENTRANCE PARCEL	070.04-01-46	2350-1850 #4	6.45± AC.

FINAL CONSOLIDATED PARCEL:
FINAL TRACT 3R 71.57± AC.

"TRACT 3R" CONSOLIDATION PLAN

PIKE COUNTY COMMUNITY PLANNING

Pike County Office of Community Planning
This application was submitted to and reviewed by the official county planning agency, the Pike County Office of Community Planning, as required by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, P.L. 805, 53 P.S. 10101, as amended. Approved by the Pike County Board of Commissioners on 6/13/13 at 3:51 pm.
MAP FILING 30.00
OR Book 47 Page 83 - 83
Date: 6/13/13

PALMYRA TOWNSHIP SUPERVISORS' APPROVAL FOR RECORDING PURPOSES ONLY DATE 6/18/13

Thomas A. Simois
EJ

PLAT BOOK 47 PAGE 83

LINE TABLE

LINE	BEARING	DISTANCE
L1	S25°45'56"W	40.00
L2	S22°45'56"W	45.00
L3	N37°10'46"E	28.47
L4	N51°30'26"W	44.04
L5	N73°06'16"W	48.32
L6	N69°50'23"W	75.02
L7	S87°14'33"W	100.50
L8	N89°39'38"W	78.49
L9	N14°28'40"W	65.21
L10	N12°53'11"W	82.46
L11	N69°09'48"W	65.56
L12	N65°04'39"W	68.59
L13	N02°00'31"W	91.14
L14	N15°10'22"E	101.30
L15	S07°40'37"W	168.80
L16	S03°58'29"W	133.61
L17	S62°45'13"E	88.33
L18	N62°45'13"E	100.00
L19	S62°45'13"W	118
L20	N59°28'50"E	78.07
L21	N69°51'54"E	77.20
L22	N79°41'05"E	71.32
L23	N85°08'40"E	103.53
L24	N06°58'02"W	75.76
L25	S77°02'15"W	19.80
L26	N12°05'30"W	19.41
L27	S04°46'38"E	78.02
L28	N85°45'56"E	8.69
L29	S05°18'42"E	58.70
L30	N84°41'18"E	50.00
L31	N05°18'38"W	57.76
L32	S85°45'56"W	99.38
L33	N05°18'23"W	55.97
L34	S84°41'18"W	50.00
L35	S05°18'23"E	55.03
L36	S85°45'56"W	118.15
L37	N85°18'50"E	90.00
L38	S04°41'10"E	108.78
L39	N85°09'56"E	90.00
L40	S04°41'10"E	109.01
L41	S84°09'23"E	20.34
L42	S04°43'23"E	108.04
L43	N85°16'37"E	20.00
L44	S85°09'56"W	41.00
L45	S88°11'10"W	40.00
L46	S25°45'56"W	40.00
L47	N64°14'04"W	19.03
L48	S85°09'56"W	108.78

REV. 4 6-18-2013
ADD NOTE J

REV. 5 6-19-2013
REVISED NOTE J PER SOLICITOR COMMENTS

REVISIONS:

REV. 2 5-21-13
RELEASE OF COVENANTS
ADD NOTE "D"

REV. 3 5-23-13
CHANGE CONSOLIDATION
NOT TO READ LOT 3R
SCALE: 1"=150'

DATE: 3-27-13
PROJ. #: E-12-1049
DB/PG: AS NOTED
CLIENT: POC. LAKEFRONT
T.M.#: AS NOTED

KILEY ASSOCIATES, LLC
536 PURDYTOWN TPKE. - LAKEVILLE PA 18438
PH. 570-226-5810 FAX 570-226-5811

TRACT 3R CONSOLIDATION PLAN
POCONO LAKEFRONT, LLC LANDS
LOCATED ON BOTH SIDES OF
STATE ROUTE 507
PALMYRA TOWNSHIP - PIKE COUNTY - PENNSYLVANIA

POCONO LAKEFRONT L.L.C.
TRACT 3R CONSOLIDATION PLAN

AS SURVEYED BY
KILEY SURVEYING & MAPPING
SUMMER 2004

EXHIBIT
4

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
HARRISBURG, PA 17120**

Public Meeting held February 20, 2025

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss, Dissenting
John F. Coleman, Jr.
Ralph V. Yanora

Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC for approval of: (1) PL Utilities, LLC's acquisition of certain wastewater system assets of Deer Haven, L.L.C.; (2) the abandonment by Deer Haven, L.L.C. of wastewater service to the public in Palmyra Township, Pike County, Pennsylvania; and (3) authorization of PL Utilities, LLC to offer, render, furnish, or supply wastewater service to the public in a portion of Palmyra Township, Pike County, Pennsylvania

Docket Numbers
A-2024-3049591
A-2024-3049587

OPINION AND ORDER

BY THE COMMISSION:

By the joint application (Joint Application) filed on June 18, 2024, Deer Haven, L.L.C (Deer Haven), Utility Code 230106, and PL Utilities, LLC (PL Utilities) (Deer Haven and PL Utilities, collectively Joint Applicants), Utility Code 2127226, seek certificates of public convenience (CPCs) pursuant to Sections 1101 and 1102(a)(2) and (3) of the Pennsylvania Public Utility Code (Code), 66 Pa.C.S. §§ 1101 and 1102(a)(2) and (3), evidencing Pennsylvania Public Utility Commission (Commission) approval of: (1) PL Utilities' acquisition of certain wastewater system assets of Deer Haven; (2) the abandonment by Deer Haven of wastewater service to the public in Palmyra Township, Pike County, Pennsylvania; and (3) authorization of PL Utilities to offer,

render, furnish, or supply wastewater service to the public in a portion of Palmyra Township, Pike County, Pennsylvania.

For the reasons noted below, we shall conditionally approve the Joint Application, pending the Joint Applicants' provision of the documents described herein, evidencing regulatory compliance and the completion of certain wastewater system improvements required to provide wastewater service in the requested service territory.

I. AFFECTED ENTITIES AND BACKGROUND

Deer Haven is a regulated public utility company, duly organized and existing under the laws of the State of New Jersey under the provisions of the New Jersey Limited Liability Company Act, with an address of 839 Route 507, Greentown, Pennsylvania 18426. Deer Haven provides wastewater service to approximately 61 residential customers in a portion of Palmyra Township, Pike County, pursuant to its CPC issued on March 25, 2010.¹ Deer Haven started operating its wastewater facilities and providing service to the public in or around June 2004.² The service territory is comprised of approximately 140 acres of land along the southeastern shore of Lake Wallenpaupack in Palmyra Township, Pike County.

Haven Development is a New Jersey limited liability company with a registered office address of 165 Township Line Road Suite 1500, Jenkintown, Pennsylvania 19046. Haven Development is, or was, a wholly-owned subsidiary of Deer Haven that was formed on June 8, 2004.³ Deer Haven and Haven Development owned approximately 84 acres of property in Palmyra Township, Pike County (the Property), including the land containing the Deer Haven's wastewater treatment plant (Deer Haven WWTP) and most of its wastewater collection system (the Deer Haven Collection System, and together with the Deer Haven WWTP, the Deer Haven Wastewater System).

¹ See, CPC at Docket A-230106.

² See, *Complete Amended Application* of Deer Haven filed on April 18, 2008, at Docket A-230106, Page 7.

³ *Id.*, Pages 1-2.

PL Utilities is a Pennsylvania limited liability company formed in 2015 whose sole member is Jacob Goren (Goren).⁴ PL Utilities has a mailing address of 61 West 62nd Street, #22E, New York, New York 10023. In the Joint Application, PL Utilities noted that it is the owner of a new wastewater treatment plant (PL Utilities WWTP), which was funded through a loan from Goren and is discussed in Section II below. PL Utilities also noted that the construction of the PL Utilities WWTP was substantially completed in 2023.

Pocono Lakefront, LLC (Pocono Lakefront) is a Pennsylvania limited liability company with a registered office address of 865 Route 507, Greentown, Pennsylvania 18426.⁵ Pocono Lakefront was formed in 2010 to develop property within the requested territory. The sole member of Pocono Lakefront is a trust (the Trust) formed by Goren. In 2015, the Pennsylvania Department of Environmental Protection (DEP) issued Water Quality Management Permit No. 5215401, allowing Pocono Lakefront to construct/operate the PL Utilities WWTP and associated wastewater lines and connections. However, DEP approval of the PL Utilities Wastewater Treatment Plant (PL Utilities WWTP) by PL Utilities is conditional on terms discussed in Section II below.

Empire Industries, Inc. (Empire) is a corporation with a principal place of business located at 40 Warren Street, Paterson, New Jersey 07524. Empire is a multinational corporation with more than 50 employees and it is averred that Empire is equipped with the necessary personnel to handle PL Utilities' business needs. Empire manufactures and sells vanities, closets, and cabinets to meet the needs of showrooms and construction projects. Goren is Empire's President. In supplemental information filed with the Commission, PL Utilities provided a copy of an organizational chart that depicted Goren

⁴ Supplemental information filed with the Commission appears to reflect that an individual named Bonnie Goren may have interests related to PL Utilities, the Trust, and conveyances pursuant to the Assignment AIA discussed in Section VI, below.

⁵ See Pennsylvania Department of State Corporation Search at <https://file.dos.pa.gov/search/business>. Retrieved August 13, 2024.

and his relevant business interests connected to PL Utilities' public utility operations, including Pocono Lakefront, the Trust, Goren, and Empire (collectively, the Goren Affiliates).

The Joint Applicants submitted proof of publication and service to the appropriate entities. Notice of the Joint Application was published in the *Pennsylvania Bulletin*, 54 *Pa.B.* 3766, on Saturday, June 29, 2024. The protest period ended July 15, 2024. No protests were filed, and no hearings were held.

On August 1, 2024, Deer Haven filed a Petition with the Commission that requested the issuance of an *ex parte* emergency order appointing Aqua Pennsylvania, Inc. (Aqua) to act as a temporary receiver to operate its Water System and its Wastewater System.⁶ On August 7, 2024, the Commission issued a Secretarial Letter, at Docket No. P-2024-3050549, denying Deer Haven's request for an *ex parte* emergency order with respect to its Wastewater System and declining to impose a receivership for the Wastewater System.⁷ Subsequently, on August 13, 2024, Deer Haven filed a letter (Letter), at Docket No. P-2024-3050549, informing the Commission that, on August 7, 2024, Environmental Services Corporation of Pennsylvania (ESC) informed Deer Haven that it would terminate service as operator of Deer Haven's Wastewater System effective August 9, 2024, due to a past due balance on the account. Deer Haven indicated that, notwithstanding recent payments toward the outstanding balance, ESC terminated service on August 9, 2024, leaving Deer Haven without a certified operator. Deer Haven also indicated that its financials continue to deteriorate to the point where it is considering declaring bankruptcy. Thus, Deer Haven requested that the Commission reconsider its disposition to appointing a receiver for its Wastewater System. Under the circumstances,

⁶ With respect to the Wastewater System, in its Petition Deer Haven requested the issuance of an *ex parte* emergency order directing Aqua to take temporary receivership of the Wastewater System until Pocono Lakefront has secured all regulatory approvals to consummate the transfer of the wastewater utility assets to PL Utilities.

⁷ On August 7, 2024, the Commission entered an *ex parte* emergency order that granted, in part, and denied, in part, Deer Haven's Petition, with respect to Deer Haven's Water System only, as modified by the Commission, at Docket No. P-2024-3050545.

Chairman Stephen M. DeFrank (Chairman) treated Deer Haven's Letter as a renewed request for *ex parte* emergency relief.

On August 15, 2024, the Chairman entered an *ex parte* emergency order (August 15th Emergency Order) at Docket No. P-2024-3050549 that granted Deer Haven's renewed request with respect to Deer Haven's Wastewater System, consistent with the August 15 Emergency Order. The August 15th Emergency Order initiated an investigation into whether the Commission should order a capable public utility to acquire Deer Haven's Wastewater System pursuant to 66 Pa.C.S. § 529 (529 Investigation). The Commission's August 15th Emergency Order also directed Aqua Pennsylvania Wastewater, Inc. (APW) to act as the receiver (Receiver) for Deer Haven's Wastewater System beginning August 15, 2024, and to continue during the pendency of a proceeding pursuant to Section 529(g) of the Code, 66 Pa.C.S. § 529(g).⁸

On August 22, 2024, by Motion of Commissioner Kathryn L. Zerfuss (Motion to Stay), the Commission stayed the Joint Application proceeding, pending the outcome of the Section 529 proceeding, initiated at Docket No. P-2024-3050549, and on August 26, 2024, the Commission entered an order consistent with the Motion to Stay.

On December 17, 2024, Aqua Pennsylvania Water, Inc. and APW (together, Aqua) along with Deer Haven, filed a joint motion to lift the stay of proceedings at Docket Nos. A-2024-3049591 and A-2024-3049587 (Joint Motion to Lift). In the Joint Motion to Lift, Aqua argued that as the Receiver for the Deer Haven Wastewater System it has an interest in having the Commission determine whether to grant a CPC to PL Utilities. If the Commission approves the transfer and grants the CPC, then Aqua's responsibilities and its customers' burdens, regarding expenses incurred related to the receivership for the Deer Haven Wastewater System, will be alleviated. On December 18, 2024, the Pennsylvania Office of Consumer Advocate (OCA) filed a letter in reply to the Joint

⁸ Wastewater operations are conducted through Aqua Pennsylvania, Inc's subsidiary Aqua Pennsylvania Wastewater, Inc. (APW).

Motion to Lift, that indicated the OCA does not oppose the Joint Motion to Lift and submitted that the Deer Haven wastewater customers, who currently rely upon the efforts of Aqua as receiver and operator for utility service, may benefit from the Commission's evaluation and investigation of the Joint Application, pursuant to Section 1103(a) and (b). 66 Pa.C.S. § 1103(a), (b). According to the OCA, lifting the stay would allow the Commission to review and determine whether the grant of certificate of public convenience authority, as requested, is necessary or proper for the service, accommodation, convenience, or safety of the public, pursuant to Section 1103. On December 30, 2024, the Commission's Bureau of Investigation and Enforcement (BIE) filed a letter to confirm that BIE supports the Joint Motion to Lift. On February 20, 2025, the Commission lifted the stay of the proceeding by Order.⁹

II. DISCUSSION

In the Joint Motion to Lift, Aqua averred that it has discovered deficiencies in the Deer Haven WWTP's process leading to partially treated wastewater being discharged into Lake Wallenpaupack and that the Deer Haven WWTP is so unsafe that it cannot permit its employees to enter the facility. As such, Aqua has implemented a pump and haul operation for treatment of the sewage as a temporary solution. In Aqua's Initial Status Report, filed with the Commission on October 15, 2024, at Docket No. P-2024-3050549, it was noted that this continuing pumping and hauling effort requires, on average, one truckload per day at an average cost of \$26,310 per month. Aqua, in the Joint Motion to Lift, further averred that the new PL Utilities WWTP is located approximately 1,000 feet away from the existing Deer Haven WWTP with the same flow rating and is available to be put into operation. Aqua claimed that interconnecting the Deer Haven Wastewater System (System Interconnection) with the PL Utilities WWTP would provide a long-term solution to cure the significant deficiencies present in the current Deer Haven WWTP. However, the Commission notes that DEP has imposed

⁹ Order entered February 20, 2025, at Docket Nos. A-2024-3049591 and A-2024-3049587.

certain conditions that will need to be met by PL Utilities and Deer Haven prior to PL Utilities completing the System Interconnection and operating the PL Utilities WWTP. Additionally, Aqua noted that it has no interest in acquiring the Deer Haven Sewer System at this time and PL Utilities has expressed such interest, as evidenced by its construction of the PL Utilities WWTP and by filing the Joint Application. The Commission agrees with Aqua that the System Interconnection with the PL Utilities WWTP is the best path forward. However, we disagree that the System Interconnection will automatically relieve Aqua from its immediate duties as Receiver.

Under the circumstances of this docket, the Commission notes that PL Utilities possesses the requisite technical, legal, and financial fitness to acquire the Deer Haven Wastewater System. Regarding technical and legal fitness, PL Utilities has significant experience in the wastewater industry as it has constructed, owned, and operated the PL Utilities WWTP. In the Joint Application, PL Utilities also provides that it has reached an agreement with a certified operator to operate the PL Utilities WWTP. Further, PL Utilities notes that it will utilize its affiliate, Empire, for its administrative operations. Empire has been in business since 1976 and currently has over 50 employees. Finally, PL Utilities avers that it will contract with third-party vendors to assist with day-to-day wastewater system operations in compliance with all regulatory requirements.

Regarding financial fitness, PL Utilities notes that its new WWTP cost over \$2.6 million to construct. PL Utilities states that this cost was funded by the members of PL Utilities in cash, evidencing its commitment to the success of the land development project served by PL Utilities, and ultimately, the long-term financial viability of PL Utilities itself. In contrast, Deer Haven does not have the financial, technical, or managerial wherewithal to operate the Deer Haven wastewater system. Therefore, under the facts of the Joint Application and all supplemental information provided, the Commission notes that PL Utilities possesses the requisite fitness to operate the Deer Haven Wastewater System.

As noted in Section I above, and through recent correspondence with DEP's Northeast Regional Office (NRO), Commission staff determined that DEP has imposed conditions that PL Utilities must meet prior to interconnecting the Deer Haven Collection System and beginning the operation of the PL Utilities WWTP. PL Utilities and Deer Haven have not completed the following: an Act 537 Official Sewage Facilities Plan Update; Water Quality Management Permit certification for the PL Utilities WWTP; National Pollutant Discharge Elimination System Permit transfer; decommissioning of the existing Deer Haven WWTP per the decommissioning plan; and, *inter alia*, a Consent Order and Agreement (COA) between Deer Haven, PL Utilities, and DEP must be finalized. As such, the Commission's approval of the Joint Application should be conditioned upon PL Utilities' compliance with aforementioned DEP requirements.

In addition to the DEP issues noted above, there is also a concern related to the land on which the Deer Haven WWTP, and now the PL Utilities WWTP, are situated. On October 25, 2010, Deer Haven, Haven Development, and Pocono Lakefront entered into a Purchase and Sale Agreement (APA) for Pocono Lakefront to purchase the Property, consisting of approximately 84 acres of land, which included the land on which the Deer Haven WWTP and PL Utilities WWTP are situated, from Deer Haven and Haven Development for \$2,500,000. An executed copy of the APA was provided in supplemental information filed with the Commission as the Joint Application's Attachment U. The Joint Applicants assert that per the APA, Pocono Lakefront completed the purchase of the Property and is the current owner of the Property. While avoiding conflation of the sale of non-jurisdictional assets with those under Commission oversight, the Commission notes that, under the APA, Deer Haven sold utility plant-in-service without prior Commission approval. Pursuant to Section 1102(a)(3) of the Code, 66 Pa.C.S. § 1102(a)(3) (relating to acts requiring CPCs), public utilities are required to obtain Commission approval, evidenced by a CPC, of an application for a proposed transfer of the title, possession or use of any property used or useful in service to the public. However, Commission records indicate that Deer Haven has neither applied for

nor received Commission approval for this transfer of the Property.¹⁰ Thus, approval of the Joint Application should also be conditioned on Deer Haven applying for Commission approval of the proposed transfer of jurisdictional utility assets to Pocono Lakefront.

As required by Section 1103(a) of the Code, 66 Pa.C.S. § 1103(a), (relating to procedures to obtain certificates of public convenience), a CPC shall be granted by order of the Commission, only if the Commission shall find or determine that the granting of the CPC is necessary or proper for the service, accommodation, convenience, or safety of the public. The “substantial public interest” standard is satisfied by a simple preponderance of the evidence of benefits. *Popowsky v. Pa. Pub. Util. Comm’n*, 594 Pa. 583, 611, 937 A.2d 1040, 1057 (2007). Further, in granting CPCs, the Commission may impose such conditions as it may deem to be just and reasonable.

Therefore, through this Opinion and Order we will conditionally approve the Joint Application, to act in a timely manner and in the immediate public interest but also to ensure the long term viability of the wastewater public utility being created and its ability to furnish and maintain adequate, efficient, safe, and reasonable service and facilities. As such, the following conditions must be met:

1) Land Transfer

Deer Haven must file an application for Commission approval, *nunc pro tunc*, for the transfer of jurisdictional utility assets to Pocono Lakefront.¹¹

¹⁰ The Commission has previously advised Deer Haven of its statutory responsibility to file a *nunc pro tunc* Section 1102 Application seeking Commission approval of the proposed transfer of its Property to Pocono Lakefront. *See generally, Pennsylvania Public Utility Commission v. Deer Haven, LLC d/b/a Deer Haven Sewer Company*, Order entered May 19, 2011, at Docket Nos. R-2010-2194577, et al.

¹¹ *See*, Ordering Paragraph 1.a.

2) **Water Quality Management Permits**

The Joint Application's Attachment S consisted of a copy of Water Quality Management (WQM) Permit No. 5215401, issued to Pocono Lakefront, approving the construction/operation of sewage facilities including a wastewater treatment plant, sewage conveyance system, and three pump stations. Permit Condition 14 indicated that before the facility is placed into operation, a Pennsylvania licensed professional engineer shall certify that the construction of the permitted facilities was completed in accordance with the application and design materials submitted to DEP using a Post Construction Certification Form. In supplemental information filed with the Commission, the Joint Applicants indicated that the certification had not been completed. The Joint Applicants have not provided a copy of the Post Construction Certification Form, or any verification that the Post Construction Certification Form was submitted to DEP. Further, the Joint Applicants did not provide copies of any WQM permits for Deer Haven's Existing Facilities. We note here that PL Utilities, not Pocono Lakefront, is the entity requesting a certificate to provide wastewater service in the requested service territory. As such, PL Utilities should be the holder of all permits necessary for the operation of all utility plant in service. Therefore, the Joint Applicants must file a copy of the completed Post Construction Certification Form submitted to DEP along with evidence that all necessary WQM permits have been transferred to PL Utilities from Deer Haven and Pocono Lakefront.¹²

3) **National Pollutant Discharge Elimination System Permit (NPDES)**

In supplemental information filed with the Commission, the Joint Applicants provided a copy of NPDES Permit No. PA-0041912. The permit provided expired June 30, 2017, and is held by Deer Haven, L.L.C. For PL Utilities to operate the PL Utilities WWTP, the NPDES permit must be updated, renewed, and transferred to PL Utilities. Therefore, the Joint Applicants must provide evidence that NPDES Permit No.

¹² See, Ordering Paragraph 1.b.

PA-0041912 was updated, renewed and transferred to PL Utilities, all with DEP approval.¹³

4) **Act 537 Official Sewage Facilities Plan Approval**

The Joint Application's Attachment B consisted of a letter dated December 8, 2014, from DEP to Palmyra Township, approving Pocono Lakefront's Act 537 Official Sewage Facilities Plan Revision to construct a new wastewater treatment plant to provide service to all existing connections, 218 proposed townhouses, and a proposed clubhouse. This plan revision did not transfer the provision of wastewater service from Deer Haven to any other entity. As such, the Joint Applicants noted that an additional Act 537 Plan amendment is required to transfer wastewater service from Deer Haven to PL Utilities. In supplemental information filed with the Commission, PL Utilities provided a proposed revision to Palmyra Township's Act 537 Plan (Act 537 Plan Revision) to transfer wastewater service for the requested service territory from Deer Haven to PL Utilities. DEP's NRO indicated that the Act 537 Plan Revision was deemed incomplete and returned to Palmyra Township. Further, DEP indicated that it has not received a complete and revised plan from PL Utilities. Therefore, the Joint Applicants must provide evidence that DEP approved the Act 537 Plan Revision.¹⁴

5) **Decommissioning the Deer Haven WWTP**

DEP's NRO also indicated that to transition wastewater service from the Deer Haven WWTP to the PL Utilities WWTP, the Deer Haven WWTP must be decommissioned so that it is rendered unable to continue discharging. While a decommissioning plan was submitted to DEP, no decommissioning activities have taken place. Once the Deer Haven WWTP is decommissioned, a Notice of Termination must be submitted to DEP for the WQM permit associated with the Deer Haven WWTP. In supplemental information filed with the Commission, PL Utilities indicated that it will be

¹³ See, Ordering Paragraph 1.d.

¹⁴ See, Ordering Paragraph 1.e.

responsible for the decommissioning of the Deer Haven WWTP at an estimated cost of \$68,000. Therefore, the Joint Applicants must provide documentation of the decommissioning of the Deer Haven WWTP, as evidenced by the submission of a Notice of Termination submitted to DEP for the Deer Haven WWTP's WQM permit.¹⁵

6) **Consent Order and Agreement**

DEP's NRO further indicated that to resolve Deer Haven's open violations and transfer the NPDES permit, a COA between DEP, Deer Haven, and PL Utilities must be signed. Violations to be resolved via the COA include late Discharge Monitoring Report (DMR) submissions, incomplete DMR submissions, permit effluent limit exceedances, incorrect sample types taken, no samples taken, missing supplemental forms, nonpayment of annual fees, incomplete NPDES permit renewal application submission, failure to maintain the Deer Haven WWTP, and discharging without a valid NPDES permit. Therefore, the Joint Applicants must file a copy of an executed COA between DEP, PL Utilities, and Deer Haven resolving Deer Haven's open violations.¹⁶

III. CONCLUSION

Based on the foregoing facts, we find that the conditional approval of the Joint Application is necessary or proper for the service, accommodation, convenience and safety of the public. We note here that this Order makes no determination or change to the status of Aqua as Receiver of the Deer Haven Wastewater System and that any determination or change to Aqua's status as Receiver of the Deer Haven Wastewater System will be made at the pending Section 529 proceeding at Docket No.

¹⁵ See, Ordering Paragraph 1.f.

¹⁶ See, Ordering Paragraph 1.g.

P-2024-3050549. As such, the Joint Application shall be conditionally approved consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Joint Application of Deer Haven, L.L.C. and PL Utilities, LLC at Docket Nos. A-2024-3049591 and A-2024-3049587, as supplemented, is hereby approved consistent with this Opinion and Order, conditioned upon Deer Haven, L.L.C. and PL Utilities, LLC satisfactorily filing the following documentation with the Secretary's Bureau at Docket Nos. A-2024-3049591 and A-2024-3049587:

- a. An application filed by Deer Haven, L.L.C. for Commission approval, *nunc pro tunc*, for the transfer of jurisdictional utility assets to Pocono Lakefront;
- b. Evidence that the Pennsylvania Department of Environmental Protection issued PL Utilities, LLC a water quality management permit to operate the wastewater treatment plant constructed under Water Quality Management Permit No. 5215401, that includes a copy of the signed and stamped water quality management Post Construction Certification Form;
- c. Evidence that all other water quality management permits necessary for the operation of wastewater facilities in the requested service territory have been transferred to PL Utilities, LLC, that includes a copy of said permits;
- d. Evidence that the Pennsylvania Department of Environmental Protection transferred National Pollutant Discharge Elimination System Permit No. PA-0041912 from Deer Haven, L.L.C. to PL Utilities, LLC;
- e. Evidence of the Pennsylvania Department of Environmental Protection's approval of an Official Sewage Facilities Act 537 Plan Revision that transfers wastewater service from Deer Haven to PL Utilities and identifies

PL Utilities, LLC as the sole provider of wastewater service within the requested service territory;

- f. A copy of the Notice of Termination filed with the Pennsylvania Department of Environmental Protection indicating that the Deer Haven, L.L.C. Wastewater Treatment Plant was decommissioned.
- g. A copy of an executed Consent Order and Agreement between the Pennsylvania Department of Environmental Protection, PL Utilities, LLC, and Deer Haven, L.L.C., resolving Deer Haven, L.L.C.'s open violations.

2. That upon the Commission's receipt of the documentation required by Ordering Paragraph 1, the Commission's Bureau of Technical Utility Services shall complete a review of the documentation, and upon determination that all conditions have been satisfied by August 31, 2025, the Commission's Secretary's Bureau shall issue a Secretarial Letter noting the compliance with the directives of Ordering Paragraph 1 to the parties identified in Ordering Paragraph 9.

3. That if the documentation required by Ordering Paragraph 1 is not filed with the Commission and determined to be satisfactory by the Commission's Bureau of Technical Utility Services by August 31, 2025, the Joint Application shall be automatically consolidated with the pending 66 Pa.C.S. § 529 proceeding such that the Commission may investigate and address these issues along with whether the Commission should order a capable public utility to acquire Deer Haven, L.L.C.'s Wastewater System pursuant to 66 Pa.C.S. § 529, at Docket No. P-2024-3050549.

4. That following the Commission's issuance of the Secretarial Letter pursuant to Ordering Paragraph 2, a Certificate of Public Convenience shall be issued pursuant to Section 1101(a)(1) of the Public Utility Code, 66 Pa.C.S. § 1101(a)(1), authorizing PL Utilities, LLC to begin to offer, render, furnish, or supply wastewater

service in a portion of Palmyra Township, Pike County, previously served by Deer Haven, L.L.C., consistent with this Order.

5. That within ten (10) days following the Commission's issuance Secretarial Letter pursuant to Ordering Paragraph 2, PL Utilities, LLC shall file an initial tariff with the Secretary's Bureau at Docket No. A-2024-3049591, consistent with the *pro forma* tariff supplement provided in the Joint Application's supplemental information filed with the Commission on July 22, 2024, to become effective on one day's notice.

6. That upon the issuance of the Certificate of Public Convenience pursuant to Ordering Paragraph 4, a Certificate of Public Convenience shall be issued pursuant to 66 Pa.C.S. § 1102(a)(2), evidencing Commission approval of the right of Deer Haven, L.L.C. to abandon wastewater service to the public in Palmyra Township, Pike County, consistent with this Order.

7. That upon the issuance of the Certificate of Public Convenience pursuant to Ordering Paragraph 6, Deer Haven, L.L.C. shall return all copies of previously issued Certificates of Public Convenience to the Commission's Secretary's Bureau; be removed from all active utility lists maintained by the Commission's Secretary's Bureau and the Bureau of Administrative Services; and Deer Haven, L.L.C.'s tariff shall become null and void and will be removed from the Commission's active files.

8. That nothing herein shall be construed as an approval or determination of costs or expenses for the purposes of just or reasonable rates or to exempt PL Utilities, LLC from obtaining all necessary permits, licenses, and approvals from other federal, state, and local government agencies having jurisdiction.

9. That a copy of this Order be served upon Deer Haven, L.L.C., PL Utilities, LLC, Pocono Lakefront, LLC, Aqua Pennsylvania Wastewater, Inc., Aqua Pennsylvania, Inc., the Commission's Bureau of Investigation and Enforcement, the Commission's Bureau of Administrative Services, the Office of Consumer Advocate, the Office of

Small Business Advocate, the Palmyra Township Board of Supervisors, the Palmyra Township Planning Commission, the Pike County Commissioners, the Pike County Planning Commission and the Pennsylvania Department of Environmental Protection – Northeast Regional Office and its Bureau of Regulatory Counsel.

10. That upon the issuance of the Certificates of Public Convenience as outlined in Ordering Paragraphs 4 and 6, or upon the automatic consolidation of the Joint Application with the pending 66 Pa.C.S. § 529 proceeding at Docket No. P-2024-3050549 as outlined in Ordering Paragraph 3, the proceedings at Docket Nos. A-2024-3049591 and A-2024-3049587 shall be closed.

BY THE COMMISSION,



Rosemary Chiavetta

Secretary

(SEAL)

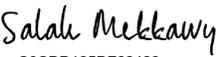
ORDER ADOPTED: February 20, 2024

ORDER ENTERED: March 7, 2025

VERIFICATION

I, Salah Mekkawy, hereby depose and state that I am a member of Deer Haven, L.L.C. and that the averments set forth in the foregoing Application *nunc pro tunc* of Deer Haven, L.L.C. for a Certificate of Public Convenience and Necessity approving the transfer of jurisdictional utility assets from Deer Haven, L.L.C and Haven Development Company, LLC are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to intentional falsification to authorities.

Dated: August 29, 2025

Signed by:

C6CDD185DE68428

Salah Mekkawy
Member
Deer Haven, L.L.C.